/TERMS AND CONDITIONS

Terms and Conditions

The rules we work by with clients on projects, maintenance, and support.

Effective from 1 January 2026

PROVIDER

COMPANY	steezr s.r.o.
COMPANY ID (IČO)	22354883
VAT ID (DIČ)	CZ22354883
REGISTERED SEAT	K Rybníčkům 282/19, Strašnice, 100 00 Praha 10, Czech Republic
REGISTRATION	Municipal Court in Prague, file no. C 415229
EMAIL	hello@steezr.com

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General provisions

1.1 These general terms and conditions (the 'Terms') are issued by steezr s.r.o., Company ID 22354883, VAT ID CZ22354883, with its registered seat at K Rybníčkům 282/19, Strašnice, 100 00 Praha 10, Czech Republic, registered in the Commercial Register kept by the Municipal Court in Prague under file no. C 415229 ('steezr' or 'we').

1.2 The Terms govern the rights and obligations between steezr and the client when steezr provides services in software development, design, e-commerce, management and maintenance of digital systems, cloud, integrations, artificial intelligence, security, automation, and related consulting.

1.3 The Terms apply only to clients acting in the course of their business or profession (entrepreneurs within the meaning of Section 420 of Act No. 89/2012 Coll., the Civil Code). We do not provide services to consumers.

1.4 The Terms form an integral part of every contract, quote, or order concluded between steezr and the client. Deviating provisions in a contract or in a quote confirmed in writing take precedence over the Terms.

1.5 The client's own terms and conditions do not apply to the contractual relationship, even if the client refers to them in its order, unless steezr expressly accepts them in writing.

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Definitions

2.1 For the purposes of the Terms, the following words have this meaning:

- Client: an entrepreneur who orders services from steezr.
- Contract: any agreement between steezr and the client on the provision of services, including a confirmed quote or order.
- Quote: a written proposal by steezr setting out the scope, price, and expected schedule of the services.
- Work: software, design, documentation, or any other output steezr creates for the client under a contract.
- Services: all activities steezr carries out for the client under a contract, including creating the work.
- Retainer: a recurring monthly management, maintenance, or support service with a prepaid number of hours.
- Written form: includes email and communication in the tools the parties agreed to use for the project.
- Third-party services: platforms, hosting, domains, licenses, APIs, and other products of other suppliers needed to provide the services.

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Conclusion of the contract

3.1 Based on the client's enquiry, steezr prepares a quote. A quote is valid for 30 days from sending unless it states otherwise.

3.2 The contract is concluded when the client accepts the quote in writing, or when steezr confirms the client's order in writing. The contract is also concluded when the client pays the deposit stated in the quote, or when steezr starts performing based on an agreement with the client.

3.3 Information on steezr.com, including indicative package prices, is for information only and does not constitute an offer to conclude a contract. Only an individual quote is binding.

3.4 If the client accepts a quote with a reservation or a change, this constitutes a new proposal that steezr must confirm in writing.

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Scope of services

4.1 steezr provides in particular the following services:

- custom development of web and mobile applications and platforms
- design and implementation of e-shops, mainly on the Shopify platform
- user interface design, brand design, and related graphic work
- management, maintenance, hosting, and monitoring of websites and applications
- cloud infrastructure and DevOps
- system integrations, process automation, and deployment of artificial intelligence
- security audits and penetration testing
- consulting and strategy in digital technology

4.2 The exact scope of the services, the deliverables, and the schedule are set out in the quote or the contract. Anything not expressly stated in the quote is not part of the agreed scope.

4.3 steezr may perform through its employees and vetted subcontractors. It is responsible for their work as if it performed the work itself.

4.4 The schedule stated in the quote is an estimate. It assumes timely cooperation from the client and carries no penalties unless the contract expressly agrees a binding deadline with a contractual penalty.

4.5 Unless the contract states otherwise, steezr decides how the services are performed and which technologies, tools, and methods are used, taking the client's reasonable requirements into account.

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Client cooperation

5.1 The client undertakes to provide steezr in good time with all materials, access, information, and decisions needed to provide the services, in particular texts, visual materials, and access to systems, domains, accounts, and third-party services.

5.2 The client designates a contact person authorized to act on its behalf, approve deliverables, and request changes. Communications from that person are treated as communications from the client.

5.3 The client is responsible for holding the necessary rights to the materials it supplies and for their use not infringing third-party rights or the law. Third-party claims arising from a breach of this provision are borne by the client.

5.4 The client provides feedback on deliverables without undue delay, and no later than 10 business days after they are presented, unless agreed otherwise.

5.5 If the client is late with cooperation, the schedule is extended by the length of the delay and steezr is entitled to reimbursement of demonstrable additional costs. If the delay lasts longer than 30 days, steezr may suspend the project or withdraw from the contract and invoice the work performed so far.

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Price and payment terms

6.1 The price of the services is agreed in the quote as a fixed price, an hourly rate, or a monthly fee. All prices are stated without VAT, which is added at the statutory rate.

6.2 For fixed-price projects the client pays a deposit of 50% of the price before work starts. The remaining part is due on acceptance of the work. For larger projects the quote may set milestone payments.

6.3 For services at an hourly rate, steezr invoices the hours actually worked at the end of each calendar month. Time is billed in started 15-minute increments. On request we provide a breakdown of the time worked.

6.4 Retainers are invoiced monthly in advance, or annually in advance if the client chooses annual payment. Prepaid hours are used within the given month. Unused hours do not carry over to the next period and are not refunded. Hours beyond the prepaid volume are billed at the rate stated in the quote.

6.5 Invoices are due within 14 days of issue unless the invoice states otherwise. Deposit invoices are due before work starts.

6.6 If a payment is late, steezr is entitled to statutory default interest and to reimbursement of collection costs. If the client is more than 14 days late, steezr may suspend the services, including the operation of hosted systems, until the outstanding amount is paid. We inform the client before suspending.

6.7 Costs of third-party services (hosting, domains, licenses, paid apps, APIs, advertising credits, and similar) are not included in the price of the services unless the quote states otherwise. The client pays them directly to the provider, or steezr re-invoices them without a markup, or with the markup stated in the quote.

6.8 steezr charges travel and other extraordinary costs only with the client's prior written consent.

6.9 steezr may adjust hourly rates and retainer prices once a year by the inflation rate published by the Czech Statistical Office. It notifies the client at least 30 days in advance.

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Changes of scope

7.1 A request to change the scope, deliverables, or schedule (a 'change request') is submitted by the client in writing. steezr assesses the impact on price and deadlines and submits it to the client for approval.

7.2 Work on a change request starts only after the client approves it in writing. Minor changes with no impact on price or deadline may be carried out by steezr without separate approval.

7.3 Work beyond the agreed scope that the client requests and steezr performs is billed at the hourly rate stated in the quote, or at steezr's current standard rate.

7.4 For fixed-price projects the price includes a reasonable number of feedback rounds on design and deliverables, as stated in the quote. If not stated, two rounds are included. Further rounds are billed at the hourly rate.

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Delivery and acceptance

8.1 steezr hands over the work, or a self-contained part of it, for acceptance by written notice, usually by making it available on a staging environment or by delivering the files.

8.2 The client reviews the work and, within 10 business days of handover, confirms acceptance in writing or states specific objections. Objections must identify a discrepancy with the agreed scope. If the client does not respond within the period, or starts using the work in production, the work is deemed accepted.

8.3 Defects that do not prevent use of the work are not grounds for refusing acceptance. steezr fixes them within a reasonable time after acceptance.

8.4 After fixing justified objections, steezr hands the work over again and the acceptance period runs anew, shortened to 5 business days.

8.5 New requirements raised during acceptance that go beyond the agreed scope are a change request under Article 7.

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Maintenance, management, and hosting

9.1 Under a retainer, steezr provides services in the scope of the package chosen in the quote, in particular updates, backups, monitoring, security fixes, minor adjustments, and support. The exact scope, the number of prepaid hours, and the response times are set out in the quote.

9.2 Response time means the time from the client reporting a request through the agreed channel until steezr starts working on it, on business days between 9:00 and 17:00. It is not a resolution time. Resolution time depends on the nature of the request.

9.3 A retainer is concluded for an indefinite period. Either party may terminate it in writing with one month's notice, which starts on the first day of the month following delivery of the notice. A retainer with annual payment may be terminated as of the end of the prepaid period.

9.4 Where steezr provides hosting or operates infrastructure, it exercises professional care to keep the systems available and secure. It does not guarantee uninterrupted availability unless the contract agrees a specific service level (SLA). Planned outages are announced in advance.

9.5 Backups are made in the scope and at the frequency of the chosen package. The client acknowledges that backups do not replace its own archiving of data that is essential to it.

9.6 After a retainer ends, steezr hands over to the client the access credentials, data, and source code the client is entitled to under the contract, within 30 days of termination, provided the client has paid all amounts due. Migration to another supplier is a paid service at the hourly rate.

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Intellectual property

10.1 steezr exercises the copyright to work created for the client until the price is paid in full. Upon full payment, steezr grants the client an exclusive license, unlimited in time and territory, to use the work in all ways needed for the purpose for which it was created, including the right to modify and further develop it. The license fee is included in the price.

10.2 The license does not cover generic components, libraries, tools, methods, and know-how that steezr developed independently of the client or uses repeatedly across projects ('steezr tools'). The client receives a non-exclusive license to these to the extent necessary to use the work.

10.3 The work may contain third-party software and open source components. These are governed by their own license terms, which take precedence to the extent of those components. On request, steezr informs the client which components and licenses the work contains.

10.4 Materials supplied by the client remain the client's property. The client grants steezr the right to use them to the extent needed to provide the services.

10.5 Drafts, concepts, and variants that the client did not choose during the project remain with steezr, and the client acquires no rights to them.

10.6 Until the price is paid in full, the client may not use the work in production, make it available to third parties, or modify it, except for testing as part of acceptance.

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Third-party services

11.1 Providing the services usually requires third-party products, for example Shopify, cloud platforms, hosting, domains, payment gateways, email services, artificial intelligence models, or APIs. These services are governed by their providers' terms, which the client accepts separately.

11.2 We set up third-party accounts in the client's name wherever possible. If an account is temporarily held by steezr, we transfer it to the client once all amounts due are paid.

11.3 steezr is not liable for the availability, functionality, changes of terms or prices, or discontinuation of third-party services, or for any damage arising from them. If a change in a third-party service requires modifying the work, that is a change request.

11.4 Outputs generated by artificial intelligence models may be inaccurate. Where the work uses such models, steezr does not guarantee the correctness of their outputs, and the client is responsible for how it uses the outputs in its business.

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Artificial intelligence

12.1 AI tools means systems that generate, modify, or evaluate text, code, images, designs, or other content based on a prompt, for example large language models, coding assistants, and image generators.

12.2 steezr may use AI tools as working tools when providing the services, in particular for writing and reviewing code, testing, documentation, and preparing materials. Every output is reviewed by a steezr professional before delivery, and steezr remains responsible for it. Using AI tools does not change steezr's obligations under the contract.

12.3 steezr does not enter the client's confidential information into AI tools that use inputs to train models or make them available to third parties, and enters personal data into them only to the extent the Data Processing Terms allow. On request, steezr tells the client which AI tools it uses in its work for the client.

12.4 The client may ask in writing that steezr does not use AI tools on a specific part of the work. If this affects the price or the schedule, it is handled as a change request under Article 7.

12.5 The client acknowledges that under the Copyright Act only the result of a natural person's creative activity can be a work, so parts of outputs created predominantly by AI tools may not enjoy copyright protection. steezr grants the rights under Article 10 to the extent they exist in the outputs, and uses only AI tools whose terms do not reserve rights in the outputs for the tool's provider.

12.6 The client may not enter steezr's confidential information, in particular quotes, prices, unfinished deliverables, and the source code of steezr tools under clause 10.2, into AI tools that use inputs to train models or make them available to third parties.

12.7 The client chose steezr for its expertise and experience. General AI tools don't know the project's goals, brief, users, or technical constraints, or the decisions that led to the result. Their assessments therefore tend to be generic and are often inaccurate or contradictory. A review, audit, or 'expert opinion' produced by an AI tool is not a professional assessment of the work and does not constitute professional feedback.

12.8 An AI tool's output is not in itself a notice of a defect or a ground for refusing acceptance under Article 8. The client raises comments taken from AI tools as its own, specifically, and within the agreed scope. steezr assesses them like any other comment and is not obliged to implement them where they conflict with the agreed scope, the approved design, or sound professional practice.

12.9 Reviewing extensive or repeated AI-generated comments beyond the agreed feedback rounds is billed at the hourly rate. Changes the client requests on that basis beyond the agreed scope are a change request under Article 7.

12.10 If the client or a third party modifies the work using AI tools, this is a modification of the work within the meaning of clause 14.2. steezr is not liable for defects, security flaws, or infringements of third-party rights caused by such a modification, and fixing them is a paid service.

12.11 Where the work contains features based on artificial intelligence, the client as their operator is responsible for using and operating them in compliance with the law, in particular Regulation (EU) 2024/1689 on artificial intelligence. This includes the duty to inform users that they are interacting with an AI system or that content was generated by artificial intelligence. Article 13 applies accordingly.

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Legal compliance

13.1 steezr is not a law firm or a tax advisor and does not provide legal or tax advice. Any information, recommendations, and outputs that steezr gives the client in connection with legal requirements (for example personal data protection, cookies, e-shop terms and conditions, consumer law, accounting and tax requirements, accessibility, or licensing) are based on its best knowledge and professional experience in technology, not on a legal qualification, and do not replace an assessment by an attorney or another qualified professional.

13.2 The client is solely responsible for the compliance of its work, e-shop, application, content, and business with the laws that apply to it. This applies in particular to the GDPR and other data protection rules, cookie and electronic communication rules, consumer law and the requirements for terms and conditions, the operator's information duties, accounting, tax, and invoicing rules, accessibility rules, advertising regulation, and sector-specific rules applying to the client's activity.

13.3 The client is obliged to have the legal aspects of the work and of its business assessed by its own legal advisor and to pass any requirements resulting from that assessment to steezr as part of the brief or as a change request. Sample texts, templates, and settings that steezr places in the work (for example sample terms and conditions, a privacy policy, or a cookie banner) are a starting point that the client reviews and approves before launch.

13.4 Laws and their interpretation change. steezr is not responsible for the work remaining compliant after a change in the law that occurs after acceptance, unless the client orders the update as a separate service or under a retainer.

13.5 steezr is not liable for fines, penalties, third-party claims, or other harm the client suffers as a result of non-compliance of its work, content, or business with the law. If third parties or public authorities raise claims against steezr on the grounds described in this article, the client indemnifies steezr and compensates it for the resulting harm, including the costs of legal representation.

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Warranty and defects

14.1 steezr warrants that at the moment of acceptance the work matches the agreed scope. Defects that appear within 30 days of acceptance and that the client reports in writing within that period are fixed by steezr free of charge within a reasonable time.

14.2 The following in particular are not considered defects:

- behavior that matches the agreed scope or the approved design
- non-compliance with requirements that were not part of the agreed scope
- a defect caused by the client or a third party modifying the work, its configuration, or its environment
- a defect caused by a change, outage, or discontinuation of a third-party service, or by updates to browsers, operating systems, or platforms
- a defect caused by using the work contrary to the documentation or steezr's instructions
- incompatibility with an environment or software that was not part of the agreed scope

14.3 Fixing defects outside the warranty period, or defects under clause 14.2, is a paid service at the hourly rate, or is drawn from retainer hours.

14.4 For work delivered without a retainer, steezr provides no maintenance or updates after the warranty period unless the client orders them separately.

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Limitation of liability

15.1 steezr's total liability for damage arising from or in connection with one contract is limited to the amount the client paid steezr under that contract in the 12 months preceding the damage.

15.2 steezr is not liable for lost profit, loss of data, loss of business opportunities, damage to reputation, or indirect or consequential damage.

15.3 The limitation of liability does not apply where the law does not allow it, in particular for damage caused intentionally or through gross negligence.

15.4 The client is obliged to prevent damage, in particular by keeping its own backups of important data and by informing steezr without delay of any problems it discovers.

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Confidentiality

16.1 The parties undertake to keep confidential all information they learn in connection with the contract that is not publicly known, in particular business, technical, and financial data, source code, access credentials, and the other party's customer data.

16.2 Confidential information may be disclosed only to persons who need it to perform the contract and are bound by a comparable duty of confidentiality, or where required by law or by a decision of a public authority.

16.3 The duty of confidentiality lasts for the term of the contract and for 3 years after it ends.

16.4 On the client's request, steezr will sign a separate non-disclosure agreement.

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Personal data

17.1 steezr processes the personal data of the client's contact persons as a controller, to the extent necessary to perform the contract and communicate. Details are set out in the Privacy Policy at steezr.com/privacy-policy.

17.2 Where steezr processes personal data controlled by the client while providing the services (for example the client's customer data in operated systems), it acts as a processor. In that case the processing is governed by the Data Processing Terms available at steezr.com/dpa, which form part of the contract and serve as the data processing agreement under Article 28 of the GDPR. On the client's request, steezr concludes a separate written data processing agreement.

17.3 steezr processes personal data only on the client's instructions, applies appropriate technical and organizational measures, and engages further processors only to the extent needed to provide the services.

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References and portfolio

18.1 steezr may present the client, its logo, and a general description of the project as a reference on its website, in its portfolio, in quotes, and on social media, including after the contract ends. Publication takes place only after the work goes live.

18.2 The client may object to being listed as a reference in writing at any time. In that case steezr removes the reference within 14 days. We never include confidential information or the client's internal data in references.

18.3 steezr may place a discreet credit in the work (for example in the website footer) unless the client requests its removal in writing.

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Term and termination

19.1 A contract for a one-off project lasts until both parties have fulfilled all their obligations. A retainer is concluded for an indefinite period under Article 9.

19.2 Either party may withdraw from the contract if the other party materially breaches its obligations and does not remedy the breach within 15 days of a written request. A material breach includes in particular a payment delay by the client of more than 30 days, or repeated failure to provide cooperation.

19.3 The client may end a fixed-price project in writing at any time. In that case it pays steezr for the work performed so far and the unavoidable costs arising from the termination. The work performed is valued according to the share of the completed scope, but no less than the deposit paid, which is not refunded.

19.4 After the contract ends for any reason, steezr hands over to the client the deliverables the client has paid for. Rights to the deliverables pass to the client under Article 10 only to the extent of the price paid.

19.5 Provisions that by their nature are meant to survive the end of the contract, in particular those on confidentiality, intellectual property, liability, and governing law, remain in force.

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Non-solicitation

20.1 The client undertakes that during the term of the contract and for 12 months after it ends it will not, without steezr's written consent, directly or indirectly employ or otherwise engage steezr's employees or subcontractors who took part in performing the contract.

20.2 For a breach of this undertaking the client pays a contractual penalty of six times the monthly remuneration of the person concerned. The right to damages is not affected.

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Force majeure

21.1 Neither party is liable for delay or failure to perform caused by circumstances it could not influence or foresee, in particular natural disasters, outages of third-party networks and infrastructure, large-scale cyber attacks, epidemics, war, or intervention by public authorities.

21.2 The party affected by force majeure informs the other party without delay. Deadlines are extended by the duration of the obstacle. If the obstacle lasts longer than 60 days, either party may withdraw from the contract.

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Final provisions

22.1 The contract and the Terms are governed by the law of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, and Act No. 121/2000 Coll., the Copyright Act.

22.2 The parties resolve disputes primarily by agreement. If a dispute cannot be settled amicably, it is decided by the general court of the Czech Republic with local jurisdiction according to steezr's registered seat.

22.3 steezr may amend the Terms. It notifies clients with ongoing retainers of the new wording in writing at least 30 days before it takes effect. If the client does not agree with the change, it may terminate the retainer as of the effective date of the new version. One-off projects are governed by the wording of the Terms in effect on the date the contract was concluded.

22.4 If any provision of the Terms is invalid or unenforceable, this does not affect the validity of the remaining provisions. The parties replace such a provision with one that comes closest to the purpose of the original.

22.5 The Terms are drawn up in Czech and English. In case of a conflict, the Czech version prevails.

22.6 These Terms take effect on 1 January 2026.