



# TERMS & CONDITIONS



**of the company Solverae s.r.o., ID: 23933721,**

with its registered office at Ve Smečkách 595/28, Nové Město, 110 00 Prague 1,

registered in the Commercial Register administered by Municipal Court in Prague

under file no. C 435425

**("GTC")**





## 1. Opening provisions

- 1.1 These general terms and conditions (hereinafter referred to as the "**GTC**") govern the rights and obligations between the operator of the recoveraccount.eu platform (hereinafter referred to as the "**Provider**") and the person using its services consisting of mediating assistance in recovery of blocked accounts on social networks and/or in returning stolen (hacked) accounts on social networks (the "**Client**"). The services are provided via the web platform [www.recoveraccount.eu](http://www.recoveraccount.eu) (hereinafter referred to as the "**Platform**").
- 1.2 The Client may be either a natural person (including a consumer) or an entrepreneur. If the Client is a consumer, they are subject to special rights and protection under the relevant provisions of these GTC and the Consumer Protection Act.
- 1.3 These GTC are an integral part of the service contract concluded between the Provider and the Client via the Platform.

## 2. Description of the services

- 2.1 The Provider provides or mediates the service of recovery of blocked, hacked or restricted accounts on social networks, in particular on Instagram, Facebook, TikTok, X, LinkedIn, and Threads. The purpose of the service is to help the Clients restore access to their account or accounts or remove restrictions imposed by the operator of the social network in question.
- 2.2 The Provider cooperates with social media experts and, in justified cases, with lawyers who can represent the Client in negotiations with platform administrators.
- 2.3 The Provider acts on the basis of a power of attorney granted to the Provider by the Client upon acceptance of these GTC.

## 3. Conclusion of the contract and power of attorney

- 3.1 The contract for the provision of services comes into effect when the Client submits an order for services via the Platform. The contract and these GTC are written in Czech and in English. The contract can be concluded in Czech and in English.
- 3.2 By accepting these GTC, the Client grants the Provider full power of attorney to represent them vis-à-vis the operator or operators of the relevant social networks to the extent necessary for the proper provision of the service. The Provider is entitled to authorize another person by substitute power of





attorney. This other person must be a lawyer registered in the list maintained by the Czech Bar Association.

#### **4. Other obligations of the Client and exceptions to the Provider's obligation to refund the Client**

- 4.1 The Client undertakes to provide the Provider with all necessary information and, where applicable, documents for the proper and timely processing of their case. In particular, the Client shall provide all necessary information about their account, including information about the reason for the block (if known) and, upon request, communication with the social network.
- 4.2 The Client may not misuse the Provider's services for illegal purposes or to circumvent social network rules. If it turns out that the Client has violated the rules of the social network, the Provider is entitled to at least half of the price paid, even if the account cannot be recovered or returned. If the Client uses the Platform repeatedly after previous attempts to recover or return their account have failed, the Provider has the right to retain the full price, even if the account cannot be recovered or returned.
- 4.3 If the Client contacts the Provider eighty (80) or more days after the block, the likelihood of recovery and return is lower, and therefore the Provider has the right in such cases to retain half of the price paid (provided that the account cannot be recovered or returned).
- 4.4 The Client is responsible for the accuracy and completeness of the information provided. If the Client provides the Provider with false or incomplete information and their account cannot be recovered or returned, the Provider has the right to retain half of the price paid.
- 4.5 The Client may not request the recovery of an account that has been used for illegal or unethical activities (e.g., spam, fraud, violation of the rights of others, in particular intellectual property rights), or which has otherwise violated the terms and conditions of the social network in question. If the Client does so anyway, the Provider has the right to retain the full amount paid, even if the account cannot be recovered.
- 4.6 The Client may not request the return of an account that does not belong to them. If they do so, the Provider has the right to retain the full amount paid, even if the account cannot be returned.

#### **5. Price and money-back guarantee**

- 5.1 The price for services is set out in the price list published on the Platform at the time the order is placed. This price is fixed, regardless of how much time and what costs the Provider incurs. The





price therefore includes all actions aimed at achieving the result (recovery or returning of the account), including any legal assistance.

- 5.2 Payment is made online by credit card or other available method listed on the Platform. In exceptional cases, the price and method of payment may be negotiated individually. The price of services is payable in advance, i.e. immediately after conclusion of the contract.
- 5.3 The Provider has the right to retain the price if the Client's blocked account is recovered or if the hacked account is returned, regardless of how the account was recovered or returned. Therefore, in order to preserve the Provider's right to remuneration, it is not decisive whether the Provider proves that the account was recovered or returned precisely and/or solely on the basis of its activities.
- 5.4 If the account cannot be recovered or returned, the Provider shall refund the full amount paid to the Client, unless one of the exceptions listed above in **Article 4** of these GTC applies.

## **6. Obligations and responsibilities of the Provider**

- 6.1 The Provider is obliged to make every effort that can reasonably be expected of it to recover the Client's account or return their stolen account. Unless the parties expressly agree otherwise, this reasonable effort does not include asserting the Client's rights in court or before any other public authority. However, the Provider cannot fully guarantee the recovery of a blocked account or returning the hacked account, even though its success rate to date is almost 100%.
- 6.2 If recovery or returning is not achieved, the Client is entitled to a full refund of the price of the service, unless one of the exceptions under **Article 4** of these GTC applies.
- 6.3 For the avoidance of doubt, the Provider informs the Client that it is not responsible for any loss of data, access, or other consequences resulting from the recovery of the account by the social network or from hacking of the account. The Provider is not responsible for the decisions and procedures of social networks or for any damage caused by or in connection with the recovery or returning of the account.

## **7. Withdrawal from the contract by the consumer**

- 7.1 The Client-Consumer has the right to withdraw from the contract without giving any reason within 14 days of concluding the contract, unless the exception specified below in this article applies.





- 7.2 However, the Client-Consumer further acknowledges that, according to the Civil Code, it is not possible to withdraw from a contract that is a contract for the provision of services, provided that the following conditions are met: (i) The Provider, as an entrepreneur, has fulfilled its obligations under this contract; and (ii) The Client, as a consumer, has expressly agreed that the Provider will perform before the expiry of the fourteen (14) day period from the conclusion of the contract. The option to express this consent is available on the Platform.
- 7.3 Unless it is a case referred to in the previous paragraph or another case where the contract cannot be withdrawn from by law, the Client-consumer has the right to withdraw from the contract in accordance with the provisions of Section 1829(1) of the Civil Code within fourteen (14) days of the conclusion of the contract. If the Client-consumer has requested that the service be commenced before the expiry of the withdrawal period, they acknowledge that they lose their right of withdrawal if the service is provided in full. Full provision of the service is understood here to mean the expenditure of reasonably required effort to achieve the recovery or returning of the Client's account within the meaning of **paragraph 6.1** of these GTC.
- 7.4 The declaration of withdrawal from the contract shall have legal effect if the Client-consumer sends it to the Provider within the period specified in **paragraph 7.3** of these GTC. The Client-consumer may use the sample form attached to these GTC to withdraw from the contract. The Client may send the declaration of withdrawal from the contract to the Provider's registered office or to its email address [info@recoveraccount.eu](mailto:info@recoveraccount.eu), among other places. The Provider shall confirm receipt of the declaration of withdrawal to the Client in text form without undue delay.
- 7.5 In the event of a legally effective withdrawal from the contract, the contract shall be cancelled from the outset. In such a case, all parties must return all performance within fourteen (14) days of the effective date of withdrawal from the contract. If the Client withdraws from the Contract justifiably, they shall bear the costs associated with returning the value of the performance to the Provider. The Client acknowledges that the funds will be returned to them in an amount reduced by the value of the services provided so far [within the meaning of Section 1834 of the Civil Code]. The Provider shall return the funds to the Client within fourteen (14) days of the effective date of withdrawal from the contract, in the same manner in which they were received.

## **8. Information regarding complaints and liability for defects**

- 8.1 The Client is entitled to file a complaint if the service was not provided properly or to the agreed extent. Complaints may be filed in writing or electronically. The Provider shall handle the complaint within 30 days at the latest.





- 8.2 The rights and obligations of the parties regarding rights arising from defective performance are governed by the relevant legal regulations (in particular, the provisions of Sections 1914 to 1925, Sections 2099 to 2117, and Sections 2161 to 2174 of the Civil Code).
- 8.3 The Provider is liable to the Client for ensuring that the performance is free of defects at the moment of transfer of the risk of damage to the Customer. The performance is free of defects if:
- a) it corresponds to the agreed description, type and quantity, as well as quality, functionality and other agreed characteristics; and
  - b) it complies with the requirements of legal regulations.
- 8.4 The performance is also delivered or provided without defects if, in addition to the agreed characteristics:
- a) it is fit for the purpose for which it is normally used, also with regard to the rights of third parties, legal regulations, technical standards, or codes of conduct for the given industry, if there are no technical standards;
  - b) its characteristics correspond to the usual characteristics of performance of the same type that the Client can reasonably expect.
- 8.5 The preceding paragraphs shall not apply if the Provider specifically notified the Client prior to the conclusion of the contract that certain characteristics of the performance differ and the Client expressly agreed to this when concluding the contract. In this context, the Provider informs the Client that it undertakes to make an effort, i.e., not to achieve a result (recovery or returning of the account). The Client may therefore claim in the complaint that the necessary effort was not made, but not that their account could not be recovered or returned.
- 8.6 The Client shall exercise their rights arising from defective performance with the Provider at the address of its registered office or place of business where the complaint can be accepted, or at the place where the Provider conducts its business.
- 8.7 If the Provider has received all the documents necessary for handling the complaint from the Client, it must handle the complaint and inform the Client thereof within thirty (30) days of the date of filing the complaint, unless the parties agree on a longer period in a specific case. The deadline for handling the complaint runs from the moment the complaint is filed (notified) to the Provider. After the deadline for handling the complaint has expired, the Client-consumer has the right, at their discretion, to: (i) a reasonable discount on the price; or (ii) withdrawal from the contract. The Provider is obliged to issue the Client-consumer with confirmation of the date and method of handling the complaint, or justification for rejecting the complaint.





- 8.8 In the event of a complaint, the Client-consumer is entitled to reimbursement of reasonable costs incurred in connection with the complaint. This includes, in particular, any postage costs for sending the complaint. Reimbursement of costs must be requested without undue delay, but no later than one (1) month after the end of the period for exercising rights arising from defective performance. In the event of an unjustified complaint in which the Client has abused their rights, in particular for the purpose of enrichment or circumvention of the law (e.g., if they file a complaint after the expiry of the statutory period for exercising rights arising from defective performance, etc.), the Provider has the right to demand that the Client reimburse all costs incurred by the Client in connection with such a complaint.
- 8.9 For Clients who are not consumers, the following rules, which differ from the relevant rules under the Civil Code, are agreed for cases of defective performance:
- a) The occurrence of a repairable defect or repairable defects is always a minor breach of contract and therefore cannot be a material breach;
  - b) in the case of a defect that constitutes an insignificant breach of contract, the Client has the right to have the defect removed or to receive a reasonable discount on the price, at the Provider's discretion;
  - c) in the case of a significant breach of contract, the Client has the right to a reasonable discount on the price or to withdraw from the contract, at their discretion;
  - d) The Client is not entitled to reimbursement of costs associated with the filing of an unjustified complaint.

## **9. Personal data protection**

- 9.1 The Provider processes the Client's personal data in accordance with applicable personal data protection legislation (GDPR). The Provider processes the Client's personal data for the above purposes either itself or on the basis of a contractual relationship through third parties, specifically cooperating lawyers. The Provider stores the Client's personal data in electronic form for the time necessary for the purpose of the contract and until the rights and obligations under the contract have been settled.
- 9.2 Prior to concluding the contract, the Client was informed about the extent and purpose of the processing of their data, who will process the data and how, and to whom the data may be disclosed. Prior to concluding the contract, the Client was also informed whether the provision of data is mandatory or voluntary. Furthermore, prior to concluding the contract, the Client was informed of the right of access to data, the right to rectify data, as well as other rights set out in Articles 15, 16, 17, 18, 20, and 21 of the GDPR. The Client's data will be processed only to the extent and for the purposes specified above. The Client's data will be made available to the Provider's employees and other authorized persons involved in the performance of the Provider's





activities specified above, as well as to the social network operator who blocked the Client's account.

9.3 More detailed information is provided in the privacy policy available on the Platform.

## **10. Communication**

10.1 Communication between the parties shall take place electronically, in particular via e-mail or the Platform system, or by telephone.

10.2 The Provider may send the Client documents related to the contract to the e-mail address provided by the Client to the Provider, i.e. in particular to the address provided to the Provider during the conclusion of the contract or subsequently during its performance.

10.3 The Client is obliged to regularly check their e-mail inbox and provide the required explanations and documents.

## **11. Dispute Resolution**

11.1 The parties shall make every effort to settle all disputes arising from and/or in connection with the contract ("**Dispute**") amicably. Any Disputes that cannot be resolved by agreement between the parties shall be settled by a general court.

11.2 A Client who is a consumer has the right to out-of-court settlement of a consumer Dispute under the Consumer Protection Act. The entity authorized to conduct out-of-court settlement of Disputes is the Czech Trade Inspection Authority. More information is available on the website [www.coi.cz](http://www.coi.cz).

11.3 Out-of-court resolution of a consumer dispute shall be initiated exclusively at the consumer's request, and only if the dispute could not be resolved directly with the Provider. The request may be submitted no later than one year from the date on which the consumer first exercised their right, which is the subject of the dispute, with the Provider.

11.4 The consumer also has the right to initiate out-of-court dispute resolution online via the ODR platform available at [ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr).

11.5 The European Consumer Centre Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, website: <http://www.evropskyspotrebitel.cz>, is the contact point pursuant to Regulation (EU) No. 524/2013 of the European Parliament and of the Council (EU) No. 524/2013 of May 21, 2013 on online dispute resolution for consumer disputes and amending Regulation







(EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes).

11.6 The Provider is authorized to provide its services on the basis of a trade license. Trade inspections are carried out by the relevant trade licensing office within its jurisdiction. Supervision of personal data protection is carried out by the Office for Personal Data Protection. The Czech Trade Inspection Authority supervises, among other things, compliance with the Consumer Protection Act within a defined scope.

## **12. Final provisions**

12.1 The Provider reserves the right to amend these GTC. However, amendments to the GTC shall not affect contracts that have already been concluded. These GTC and any amendments thereto shall take effect on the date of their publication on the Platform.

12.2 The Provider is not bound by any codes of conduct in relation to the Client within the meaning of Section 1826(1)(e) of the Civil Code.

12.3 Unless expressly stated otherwise in these GTC or agreed in writing by the parties, no obligation arising from the contract shall be considered a fixed obligation within the meaning of Section 1980(1) of the Civil Code.

12.4 A sample form for withdrawal from the Contract is attached to these GTC.

12.5 Contact details of the Provider: mailing address: Ve Smečkách 595/28, Nové Město, 110 00, Prague 1; email address [info@recoveraccount.eu](mailto:info@recoveraccount.eu); tel.: +420 608 523 661.

12.6 These GTC are written in English. All legal relationships between the parties are governed by the laws of the Czech Republic.

12.7 By concluding the contract, the Client confirms that they have read, understood, and agree to these GTC.

**Solverae s.r.o.**

Daniel Izák, Managing Director





## Annex

### Consumer information on the right to withdraw from the contract and sample form

If you are a consumer, you have the right to withdraw from the contract without giving any reason within 14 days from the day following the day on which we conclude the contract, i.e. from the day on which you fill in and send us the form on our platform.

To exercise your right of withdrawal, you must inform us, i.e., Solverae s.r.o., with its registered office at Ve Smečkách 595/28, Nové Město, 110 00, Prague 1, ID No.: 239 33 721, e-mail: info@recoveraccount.eu, in the form of a unilateral legal act (e.g., by letter sent via postal service, data box, or e-mail). You may also use the attached sample withdrawal form, but you are not required to do so.

To meet the withdrawal deadline, it is sufficient for you to send your withdrawal notice to us before the withdrawal period expires.

#### Consequences of withdrawal:

If you withdraw from the contract, we will refund all payments we have received from you without undue delay, no later than 14 days from the date we received your withdrawal notice. We will use the same payment method for the refund as you used for the initial transaction, unless you have expressly agreed otherwise. In no event will you incur any additional costs as a result of this refund.

You acknowledge that you will be refunded the amount reduced by the value of the services already provided [within the meaning of Section 1834 of the Civil Code], i.e., not in full.

### Form for withdrawal from the contract by the consumer

*(Complete and return this form only if you wish to withdraw from the contract. The form must be printed, signed, and scanned and sent to the email address below).*

#### Provider:

**Solverae s.r.o.**, with its registered office at Ve Smečkách 595/28, Nové Město, 110 00 Prague 1, Company ID No.: 239 33 721, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 435425

**Online store:** [www.recoveraccount.eu](http://www.recoveraccount.eu)

**Email address:** [info@recoveraccount.eu](mailto:info@recoveraccount.eu)

**Phone number:** +420 608 523 661

#### Client (consumer):

**First and last name:** \_\_\_\_\_





Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

I hereby give notice that I withdraw from the contract:

Order number: \_\_\_\_\_

Date of order: \_\_\_\_\_

Service specification: \_\_\_\_\_

I request a refund:

To bank account no. \_\_\_\_\_

In \_\_\_\_\_ on \_\_\_\_\_  
Signature

Please note that pursuant to Section 1837(a) of the Civil Code, it is not possible to withdraw from a contract for the provision of services that have been provided in full and for which the entrepreneur has expressly requested performance before the expiry of the withdrawal period.

The Provider shall confirm receipt of this withdrawal to the Client in writing without undue delay.

