

Mutual rights and obligations of the User and the Operator arising from the use of the Application are governed by the following terms and conditions:

1 Definition

1.1 In these terms and conditions:

1.1.1 **"Operator"** is the Company LivePick s.r.o., ID: 08930031, registered office at Korunní 1077/31, Mariánské Hory, 709 00 Ostrava, Czech republic.

1.1.2 **"Application"** means an Internet application called LivePick, the main functionality of which is the filtering of football matches based on user input and which is available from the Internet address <https://livepick.cz> and <https://livepick.eu>.

1.1.3 **"GTC"** means these General Terms and Conditions.

1.1.4 **"Contract"** means a contract concluded between the User and the Operator, the subject of which is the provision of a License to use the Application to the User under the conditions specified in these GTC.

1.1.5 **"License"** means a non-exclusive license to use the Application under the terms of these GTC.

1.1.6 **"User"** means any legal or natural person different from the Operator who uses the Application.

1.1.7 **"User Account"** means the non-public part of the Application which is accessible to the User after entering the Login data.

1.1.8 **"Login Data"** means a unique combination of the User's login name and password chosen by the User, which the User saves in the Application database when opening the User Account through the Application and / or the User automatically generated by the Application.

2 The process of concluding a contract of use of the Application

2.1 Display of the button with the name "Register" in the user interface The application is a proposal for conclusion of the Contract by the Operator.

2.2 The User's clicking on the "Register" button is the unconditional acceptance of the Proposal for the conclusion of the Agreement by the User and this Agreement concludes the Agreement.

2.3 By clicking on the box (the so-called checkbox), which contains a description in the wording "I agree with the Terms and Conditions" and then clicking on the button in accordance with 2.2 User agrees with these GTC.

2.4 By concluding the Contract, the following provisions of these GTC come into effect.

3 Using the Application

3.1 The Operator grants the User a license to the extent and under the conditions specified in the User environment of the Application, in particular specified for the given type of User Account.

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3.3 In the case that the License is awarded for remuneration, the Operator has the right to provide performance of the Contract (eg to make available a given part or functionality of the Application) only when the remuneration for the provision of the License is paid. the amount stipulated by the Operator, otherwise immediately, the Contract shall be canceled without further beginning.

3.4 The Operator is entitled to fully and / or partially inaccess the User Account to the User after the expiry of the License.

3.5 User may not create more than one User Account.

3.6 The User has no right to grant a third party a license to use the Application.

3.7 All financial payments realized through the Application or payment gateway connected to the Application shall be deemed paid by crediting the entire relevant amount to the relevant bank account of the Operator.

3.8 The Operator has the right to suspend, change and / or make the Application or its part from the relevant Internet address for any reason at any time.

3.9 The User has the right to use the Application under the terms of the Contract in the current version available from the respective Internet address.

3.10 When using the Application, the User undertakes to act in such a way that he or the Operator does not suffer any damage by using the Application.

3.11 Our site aggregates information derived from 3rd parties and although we make reasonable efforts to update the information that forms our Content, we make no

representations, warranties or guarantees, whether express or implied, that the Content is accurate, complete or up to date.

- 3.12 Please note we are not a bookmaker or betting service. The Content is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Content.

4 Database

- 4.1 The User has no right to extract the database associated with the Application through another application.
- 4.2 The User and the Operator hereby agree that any data entered by the User into the Application database are parts of the database collected by the Operator and become part of the Operator's database, without giving the User any right to the Application's database.
- 4.3 The Contracting Parties are aware of, consistently declare and render indisputable that the Application complies with the provisions of Section 562 (2) of the Civil Code, ie that data records in the Application and its database as an electronic system are reliable and are executed systematically and sequentially and protected against changes.

5 Liability for Damage

- 5.1 The provisions of this Article of the GTC do not apply to consumers.
- 5.2 The User hereby expressly waives the right to compensation from the Operator inadvertently or not due to gross negligence caused by the Operator in breach of any obligation of the Operator stated in the Contract in connection with the performance of the Contract or in these GTC.

6 Change of GBT

- 6.1 The User acknowledges that the Operator concludes the Contract in the ordinary course of business with a larger number of persons and the Contracts are, according to their nature, obligating in the long term to the same kind of refilling with reference to these GTC. The Contracting Parties make it undisputed that the nature of the Operator's obligations under these GTC follows and there was a reasonable need for a later amendment of these GTC before the conclusion of the Contract.

- 6.2 The Contracting Parties hereby agree that the Operator may change these GTC to a reasonable extent and agree that the change of the GTC shall be notified to the User, as the other party, by means of an e-mail message sent to the e-mail address entered by the User to the Application. In such a case, the User has the right to reject the GTC changes and to terminate the relevant commitment between him and the Operator for one reason at the notice period of one (1) calendar month starting on the day following the sending of the notice. to obtain similar services from another entity.
- 6.3 In the event that a new Agreement is concluded with an existing User Account (ie the renewal or extension of the User Account), such Agreement shall be governed by the GTC as amended on the date of conclusion of such Agreement.

7 Privacy

- 7.1 The Operator is obliged by law to protect and secure the personal data provided. The operator therefore uses various effective security technologies to protect personal data from unauthorized access or use.

8 Mandatory consumer information

- 8.1 This Article of the GTC is only effective against the User who is a consumer. The provisions stated in this Article of the GBC do not apply in particular to entrepreneurs - sole traders or companies.
- 8.2 The Operator hereby informs the User that:
- 8.2.1 The address for service of documents to the Operator is identical with the above-mentioned address of the registered office of the Operator;
- 8.2.2 The address of the Provider for electronic mail delivery is info@livepick.eu;
- 8.2.3 The Provider's remuneration for the License is determined including all taxes and fees and its amount and / or the method of calculation is specified in the Application;
- 8.2.4 The User is obliged to pay the Provider a fee for the License, if the License is not provided free of charge, in one of the ways specified in the User environment of the Application;
- 8.2.5 The User does not incur delivery costs;
- 8.2.6 You must have Internet access and a Google Chrome browser to use the application.

- 8.2.7 in relation to the Operator, the User does not incur any costs for the use of means of distance communication;
- 8.2.8 Information on conclusion of the Contract incl. of these Terms and Conditions are stored in the Application database and the User can access them through the User Account.
- 8.2.9 The User has the option to detect errors by checking the User Account;
- 8.2.10 correction of data entry errors may also be made through the Application and, where the Application does not allow it, through the technical support whose contact is info@livepick.eu or tech@livepick.eu;
- 8.2.11 The operator complies with all applicable laws of the Czech Republic; no other codes are binding on the Operator;
- 8.2.12 The operator does not use any means of extrajudicial dispute resolution
- 8.2.13 the subject of the Contract is not the delivery of goods, the provisions of the Complaints Act do not apply to the Applications; liability for obvious or hidden defects of the Application that the Application had at the time of its access to the User may be asserted by the Operator under the conditions stipulated by law, the Contract and these GTC;
- 8.2.14 The User is obliged to observe these GTC, which are also part of the Contract, and the valid and effective legal regulations of the Czech Republic;
- 8.2.15 The user may make a complaint to the supervisory authority or the state supervisor. The Czech Trade Inspection Authority handles out-of-court complaints of consumers in the manner and under the conditions stipulated by the relevant legal regulations.

9 Applicable law

- 9.1 These GTC, as well as the Contract, are governed by the laws of the Czech Republic, in particular Act no. 89/2012 Coll., Civil Code, as amended.
- 9.2 Any disputes arising out of the Contract and / or these GTC shall be resolved by the competent courts of the Czech Republic.

10 Efficiency

- 10.1 These GTC come into force and effect on 1 September 2019.