

1. These are the terms and conditions on which we supply our service to you and your use of our site, [www.livepick.eu](http://www.livepick.eu).
2. Please read these terms carefully before you subscribe to our service. These terms tell you who we are, how we will provide the service to you, how you and we may change or end the contract, what to do if there is a problem and other important information.
3. By using our site you accept these terms
4. By using our site, you confirm that you accept these terms of use and that you agree to comply with them.
5. If you do not agree to these terms, you must not use our site.
6. We may make changes to these terms
7. We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated in [june 2019].
8. We may make changes to our site
9. We may update and change our site from time to time to reflect changes to our service, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.
10. You must keep your account details safe
  - a. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
  - b. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
  - c. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [info@livepick.eu](mailto:info@livepick.eu)
11. How you may use material on our site
  - a. We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it, including text, pictures, graphics, video and audio material ("Content"). Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
  - b. We grant you a limited, non-exclusive, revocable permission to use the Content and this access shall remain in effect until and unless terminated by you or us in accordance with these terms.
  - c. Do not rely on information on this site
  - d. 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.
  - e. 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.
  - f. We are not responsible for websites we link to
  - g. We are not responsible for physical, psychological and property damage resulting from your decision to use our service

- h. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

#### 12. Information about us and how to contact us

- a. You can contact us by writing to our customer service team at [info@livepick.eu](mailto:info@livepick.eu)
- b. Provider of this service is Denis Ulmann - registration number 03206505, Zelená 22, 702 00 Ostrava, Czech republic

#### 13. Subscribing to our serveri

- a. In order to access the Premium features of our site or sign up for a 4 day free trial ("Free Trial"), you will need to register and open an account with us ("Account"). Or you can directly purchase a subscription for month, 3 month or annual access ("Subscription").
- b. When you purchase a Subscription, you must provide us with complete and accurate payment information (either by inputting your credit/debit card details) By submitting payment details you confirm that you are entitled to use those payment details for this purpose. We may immediately terminate or suspend your access to your Subscription if we do not receive payment authorisation and in suspicious circumstances we may contact the issuing bank/payment provider or other appropriate third parties.
- c. We will try to process your Subscription promptly but we do not guarantee that your Subscription will be activated by any specified time. By submitting your payment and other Account details (as described above), you are making an offer to us to buy a Subscription. Your offer will only be accepted by us and a contract formed when we have successfully verified your payment and contact details, at which point we will provide you with access to the Subscription. You will receive written confirmation when your Subscription offer has been accepted.

#### 14. Price and payment

- a. You agree to pay the price at the rate notified to you at the time you take out your Subscription. We may modify the price of any Subscription, remove and/or offer certain other subscription services from time to time. We will always tell you in advance of any increase in the price of your Subscription and offer you an opportunity to cancel it if you do not wish to pay the new price.
- b. If you subscribe for a Free Trial, at the end of the stated Free Trial period your Subscription will be canceled.
- c. You are responsible for paying any internet connection or other telecommunications charges that you may incur by accessing the Content or using the services available on it. For example, your mobile network operator may charge you for data or roaming services.
- d. If we discover an error in the prices listed on our site, we will inform you and give you the option of continuing to purchase the Subscription at the correct price or cancelling your order. If we are unable to contact you using the contact details you provided, we will treat the order as cancelled.
- e. We accept payment via payment gate Pays.cz, our 3rd party online payment processor. You must pay for your Subscription before you can access our Content.

#### 15. Renewals

- a. Your Subscription will automatically canceled at the end of the last day of your subscription. You have to buy a new subscription manually.

#### 16. How to cancel your contract with us

- a. Unless specifically stated when you place your Subscription order, you have the right to cancel your Subscription at any time. Please note that as your Subscription includes a

digital element, by placing your order with us, you agree that we may start your Subscription immediately and you acknowledge that you will lose your right to change your mind and receive a refund as soon as access to the Content is made available to you.

- b. If you exercise your right to cancel as stated above, you will not receive a refund for any remaining part of the relevant Subscription period. The cancellation will be effective after the end of your last day of membership until you will be able to access your Subscription as normal.

17. Our rights to end the contract

- a. We have the right to terminate your Subscription if you do not make any payment to us when it is due.
- b. We have the right to terminate your Subscription if we find that you have made your account available to another person.
- c. We have the right to terminate your Subscription if we find that you made another account. One person can have only one account.

18. If there is a problem with our site

- a. If you have any questions or complaints about our site, please contact us. You can email our customer service team at [info@livepick.eu](mailto:info@livepick.eu)
- b. We are under a legal duty to supply our Content in conformity with this contract and that it must be as described, fit for purpose and of satisfactory quality.

19. Our responsibility for loss or damage suffered by you if you are a consumer

- a. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.
- b. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Content.
- c. If our Content damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- d. We are not liable for business losses. We only supply the products for to you for domestic and private use. You will not redistribute or transfer our Content or provide access to our Content to any 3rd party.

20. How we may use your personal information

- a. We only work with information that is of legitimate interest so that we can provide you with our service.

21. Other important terms

- a. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.
- b. You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- c. Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

- d. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- e. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- f. These terms are governed by Czech law and you can bring legal proceedings in respect of the products in the Czech courts.