

TERMS AND CONDITIONS

of the company **Legishop s.r.o.** registered office at Na Zderaze 1275/15, Nové Město, 120 00 Praha 2, Czech republic, ID No.: 19174977, registered in the Commercial Register at the Municipal Court in Prague under file No. C 382064, represented by Mgr. Petra Stupková and Mgr. Pavla Vybíralová, executive directors (hereinafter referred to as the „**Legishop**“ nebo “**we**“),

for the provision of automatically generated documentation packages through the online store located at www.legishop.com.

Please read these Terms carefully before using our Service. Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms.

These Terms apply to all Customers and others who have access or use the Service. By accessing or using the Service, you agree to be bound by these Terms. The moment you start using the Service, these Terms, including the URL links, become a legal agreement between you as a Customer and us. If you do not agree with any part of the Terms, then you cannot use the Service

The most important parts of the Terms:

- Legishop **is not** a provider of legal services.
- By pressing the "**Submit order**" button, you enter into a contract with us for the given Document Package and you are obliged to pay us the Price.
- Once you submit your order, you cannot change the information you have filled in on the Form, so please check everything carefully before pressing the "Submit order" button.
- You do not have the right to withdraw from the contract once the Document Package has been made available.
- Our services are intended for **businesses**, therefore these Terms do not apply to consumers.
- The protection of your personal data is very important to us. Information on what personal data we process, why and how, can be found in the [Privacy Policy](#).

WHO ARE WE?

Name: **Legishop s.r.o.**

Registered office: Na Zderaze 1275/15, Nové Město, 120 00 Praha 2

ID No.: 19174977

entry in the Commercial register: company registered in the Commercial Register at the Municipal Court in Prague under file No. C 382064, represented by Mgr. Petra Stupková and Mgr. Pavla Vybíralová, executive directors

HOW CAN YOU GET IN TOUCH WITH US?

E-mail: support@legishop.cz

DEFINITIONS

Unless otherwise stated in these Terms or the context clearly indicates otherwise, capitalized terms in these Terms are used in the singular and plural in the following meanings:

Civil code	Act No. 89/2012 Coll., Civil Code;
Consultation	consultation with the Law firm, which the Customer can book through the Website;
Content	in particular all materials, articles, videos, information and other intellectual property, including works (including author's works) published or provided by Legishop;
Contract	the contract containing a whole range of rights and obligations (ours and yours), which we conclude together based on the purchase of the Document Package on the Website;
Customer	any natural person or legal entity who purchased a Document Package through the Website (also referred to as " You ").
E-mail	the Customer's e-mail address specified in the Form;
Entrepreneur	a natural person or legal entity dealing with us in connection with their business activity; we are guided by the principle that the Customer who states their ID number / VAT number or other company data in the order is legally dealing with us as an entrepreneur;
Kaufland.cz	online marketplace for internet sellers at www.Kaufland.cz ;
Law firm	Legitas advokátní kancelář s.r.o., ID number: 08870641, with registered office at Na Zderaze 1275/15, Nové Město, 120 00 Prague 2, whose legal services are brokered by Legishop on its website;
Maintenance	means regular maintenance required to preserve the properties of the Website, it is not a response to any defect and it is a period of time during which the Website is completely or partially unavailable;
Newsletter	a regular newsletter for sellers on Kaufland.cz containing legal news and tips in e-commerce in the Czech Republic;
Document Package	is a set of automatically generated documents including general terms and conditions, impressum, return policy and privacy policy, a regular newsletter and a Webinar;
Party	Legishop and/or Customer;
Premium package	is a Document Package tailored to your needs by the Law firm, that includes other additional services of the Law firm;

Price	a collective term for the remuneration provided by the Customer for the Document Package;
Service	the provision of automatically generated documents for online sellers, including the provision of an interface for the personalisation of these documents, and the brokerage of law firm services through the Website;
Webinar	video lecture "Legal minimum" for sellers on Kaufland.cz;
Website	the website available at www.legishop.com , through which Customers can order the Document Package;

1 INTRODUCTORY PROVISIONS

- 1.1 **What law governs our relationship?** In accordance with section 1751, paragraph 1 of the Civil Code, these Terms govern the mutual rights and obligations of the Contracting Parties arising in connection with or on the basis of the Contract concluded between us and the Customer (You) through our Website. The rights and obligations under the Contract specified in these Terms and Conditions are governed by the legal order of the Czech Republic.
- 1.2 **What can you buy from us?** On our Website, you can purchase digital services or digital content provided by us, in the form of a **Document Package**, i.e. a set of automatically generated documents including general terms and conditions, impressum, return policy and privacy policy, a regular newsletter and a Webinar.
- 1.3 **Age.** The Document Package is intended for persons over 18 years of age, unless stated otherwise.
- 1.4 **Reading and agreeing to the Terms.** By submitting an order, you confirm that you have read the Terms before entering into a contract under these Terms and expressly agree to them in the version in force and effect at the time of such confirmation.
- 1.5 **Who are these Terms for?** The Legishop Services and Document Package are intended for online retailers, so these Terms apply to businesses only. If you are a consumer, please contact us at support@legishop.cz for more information.

2 WHAT TO LOOK OUT FOR BEFORE SIGNING A CONTRACT

- 2.1 **Nature of the Legishop Service.** Legishop only provides its customers with a set of automatically generated documents, i.e. the Document Package. Under no circumstances does Legishop provide legal services. Customer hereby acknowledges this.
- 2.2 **Brokerage of legal services.** Legishop provides Customers with the opportunity to book a Consultation or Premium Package. Legishop only brokers the services of the Law firm, the responsibility for legal services is solely borne by the Law firm.
- 2.3 **Price.** The Services, Document Package or other digital content we offer and a description of the main features is always available within our presentation on the Website. Our prices do not include VAT.
- 2.4 **Payment options.** You will find the payment methods described in more detail during the order process.
- 2.5 **Binding order.** By pressing the "Submit order" button, you create a binding order that obliges you to pay. You may review and correct or change your order before submitting it, as described in more detail in Section 3 of these Terms.

3 HOW TO USE LEGISHOP AND GET THE DOCUMENT PACKAGE

- 3.1 **Document Package.** We guarantee that the Document Package meets the relevant requirements of Kaufland.cz.
- 3.2 **Form.** Legishop will generate a Document Package based on the information filled in by the Customer in the Legishop form (the "**Form**"). Legishop is responsible for ensuring that the Form contains all the necessary parts for the correct generation of documentation.
- 3.3 **Liability for errors.** Customer is responsible for the accuracy of the information filled in the Form. Legishop has no control over what information the Customer fills in the Form.
- 3.4 **Order process.** To order the Document Package, fill in the Form, alongside with the billing address and other necessary information. By submitting your order, you confirm that you agree with these Terms and have read our Privacy Policy.
- 3.5 **Filling out the Form.** By completely filling out the Form and pressing the "Submit order" button, the order process is completed and it is no longer possible to change the filled-in data. We consider the data given in the order to be correct. If it is found during the processing of the order that you have used obviously false or incomplete information, we may reject the order, of which you will be notified by e-mail. You may be liable for any damage you cause by doing so.
- 3.6 **The moment of concluding the Contract and confirming the order.** After completing the order, you will receive an automatic confirmation and order summary together with an invoice for the ordered Document Package. We will send all of this to the e-mail you fill in the Form. **The Contract is concluded when you press the "Submit order" button, at which point you are obliged to pay the Price.**
- 3.7 **Unrealistic Price.** In the event that an unrealistic Price of 0 CZK (in words, zero Czech crowns) or a highly non-marketable Price is displayed, where a non-marketable Price is one that is below our costs, we reserve the right to withdraw from such a concluded Contract. You will be notified of this by email.
- 3.8 **Invoice.** We agree that invoices will be sent electronically, by email.
- 3.9 **Payment of Price.** The Price is paid at the time of crediting to the Legishop bank account.
- 3.10 **Withdrawal from the Contract in case of non-payment of the Price.** We are entitled to withdraw from the Contract, especially if you do not pay the Price properly and on time.
- 3.11 **Sending the Document Package.** Upon payment of the Price, we will send you your Document Pack by email. We will also send you a copy of these Terms.
- 3.12 **Updates.** Legishop does not automatically provide updates to Document Package or other products or services.

4 INTELLECTUAL PROPERTY

- 4.1 **Intellectual property.** The Document Package, the Website, and any Content found on the Website is our intellectual property.
- 4.2 **The moment of granting the license.** The moment the order is paid, Legishop grants the Customer a license to use the Document Package.
- 4.3 **License.** The license is granted on a non-exclusive and non-transferable basis. The rights under the license may be exercised only by Customer, either personally or through their employees.
- 4.4 **Duration of license.** The license is granted for an indefinite period of time.
- 4.5 **Rights under the license.** The Licence grants the use of the Document Package for the purpose of operating an online shop, i.e. in particular to publish the Document

Package on the Customer's website, to provide the relevant documents to their customers, etc. The Customer may only use the Document Package in a manner that complies with the laws of the Czech Republic.

4.6 **Restrictions.** The Customer is not entitled to:

4.6.1 grant sublicenses,

4.6.2 lease the license, or

4.6.3 modify the Document Package or create derivative works.

4.7 **Terms of use of the Website and Content.** Unless stated otherwise, no provisions in these Terms can be interpreted as an assignment or grant of a license, sub-license or other right of use within the meaning of the Copyright Act to the Website, any part of it or any Content found on the Website. You do not have the right to reproduce, download, modify, process the Website or Content in its original or modified form, include it in another work or collective work, or distribute it in any way.

4.8 **Violation of intellectual property rights.** Assuming that you violate the obligations set forth in this article, we have the right to withdraw from the Contract and demand compensation for the resulting damage, including non-pecuniary damage.

5 BROKERAGE OF LEGAL SERVICES

5.1 **Brokerage.** Through the Website Legishop enables the Customer to contact the Law firm in order to book legal services of Consultation or Premium Package. The Law firm is responsible for these services. Under no circumstances does Legishop provide legal services.

5.2 **Consultation.** The Customer can arrange a Consultation with the Law firm through a link on the Website. The Customer fills in their billing address and other contact information in the form of the Law firm and selects an available date and the length of Consultation with the Law firm. The contract is concluded between the Customer and the Law firm at the moment of confirmation of the Consultation by the Law firm. The Customer will be provided with the terms and conditions of the legal services together with the confirmation. Cancellation of the Consultation is free of charge if made at least 24 hours in advance. The Customer is obliged to pay the price of the Consultation. Personal data is processed in accordance with the [Privacy Policy](#) of the Law Firm.

5.3 **Premium Package.** The Customer can contact the Law Firm through the Website with a request for a Premium Package. All subsequent communication and provided legal services are governed by the Law firm's [Privacy Policy](#) and the contract for the provision of legal services concluded between the Customer and the Law firm.

6 PERSONAL DATA PROTECTION

6.1 **Personal data processing.** The protection of our customers' personal data is very important to us. The rules for handling personal data and the rules for sending commercial communications are set out in our [Privacy Policy](#).

6.2 **Commercial communication.** We send out commercial communications to Customers offering related services. Your email address is personal data and is thus processed in accordance with Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) for the purpose of sending commercial communications based on our legitimate interest to promote our similar products and services. You can unsubscribe from receiving commercial communications at any time.

- 6.3 **Cookies.** We use "cookies" which may be stored on your end device (either by consent or to protect our legitimate interests). You can set your preferences directly on our Website, where you can find information about the use of cookies.

7 FORCE MAJEURE

- 7.1 **Conditions for force majeure.** We will not be liable for any breach of our obligations under these Terms caused by a force majeure event, unless these Terms provide otherwise.
- 7.2 **What is Force Majeure?** For the purposes of these Terms, Force Majeure means any obstacle that occurs independently of our will and prevents us from performing our obligation if we could not reasonably be expected to have averted, overcome or foreseen the obstacle or its consequences.

8 FINAL PROVISIONS

- 8.1 **Invalid or ineffective provisions of the Terms.** If any provision of the Terms is or becomes invalid, ineffective or unenforceable, such provision shall be replaced by a provision whose meaning is as close as possible to the invalid, ineffective or unenforceable provision. The invalidity, ineffectiveness or unenforceability of any provision or part thereof shall not affect the validity, effectiveness or enforceability of the other provisions.
- 8.2 **Cross-border implications.** In the event of the existence of an international element, we agree that the legal relationship between us will be governed by the law of the Slovak Republic, in particular the Civil Code.
- 8.3 **Exclusion of the Vienna Convention.** The Parties agree to expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (or the Vienna Convention), in accordance with Article 6 of this Convention.
- 8.4 **Disputes and jurisdiction.** In case of disputes, the Contracting Parties will try to find an amicable solution through joint negotiations. The contracting parties have agreed that all potential disputes that may arise from the Contract or in connection with the Contract and these Terms will be resolved by the court competent for the district of the city district of Prague 1. The contractual language is Czech.
- 8.5 **If we negotiate different terms of the Contract.** The provisions of the Terms are an integral part of the contract. We may agree on different provisions in the Contract. The deviating provisions in the Contract take precedence over the provisions of the Terms.
- 8.6 **Necessity of acceptance of the Terms for the conclusion of the Contract.** Acceptance of these Terms is voluntary, but is necessary for the conclusion of the Contract and provision of the Service.
- 8.7 **Validity of the Terms.** These Terms are effective from 14. 12. 2023 and invalidate the previous terms and conditions.