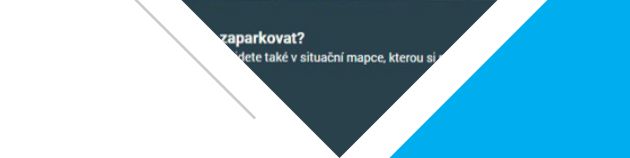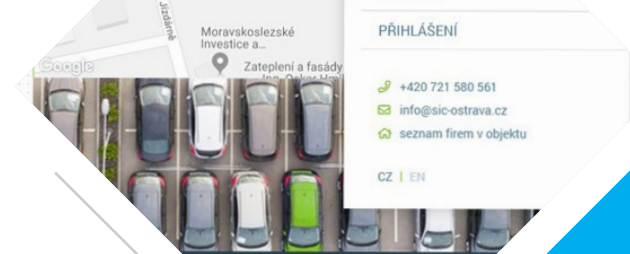# STARTUJEME WEBY

LICENSE CONDITIONS / AGREEMENT

I. Introductory provisions

1) These license terms and conditions govern mutual rights and obligations between the company STARTUJEME WEBY, s.r.o., ID No.: 058 38 380, with its registered seat at Purkyňova 648/125, Medlánky, 612 00 Brno, registered in the Commercial Register maintained by the Regional Court in Brno, File No. C 98440 (hereinafter referred to as the „Provider") and the customer (hereinafter referred to as the „Customer").

2) These license terms and conditions govern the rights and obligations of the Provider and of the Customer in connection with the purchase or in connection with the free download of a web module by the Customer which is offered by the Provider via the internet portal - www.opencart.com (hereinafter referred to as the „Module"). In the case where the Module is purchased by the Customer, these terms and conditions shall be binding on the Customer by paying the purchase price. In case the Module is offered by the Provider for free, these terms and conditions shall be binding on the Customer by downloading the respective Module.

3) The license is granted for an indefinite period and without territorial limitation.

4) The license fee is already included in the Module purchase price.

II. Rights and obligations of the Customer

1) The license is granted, after payment of the purchase price or after free download of the respective Module, only for a single Module and only for one domain or multistore, i.e. only for use in one Opencart administration.

2) The Customer is not entitled to lease, lend or otherwise provide the Module to third parties for free or for a fee. Providing the Module to a third party is only possible to a third party to whom the Customer provides services within his work, but only in one case for each purchased Module.

3) The original Customer is obliged to ensure compliance with these licensing conditions by the new acquirer. Otherwise, the original Customer is responsible for any infringement of the license conditions by the new acquirer.

III. Provider's rights and obligations

1) The Provider is obliged to ensure that the Module has all the qualities and design which are necessary for the purpose stated in the Module description.

2) The Provider is entitled to withdraw from the contract if he discovers that the Customer:
- has unduly obtained a copy of the Module in any form;
- provided the Module to a third party other than in the context of its unique work;
- made an unauthorized change in the Module structure (i.e. any change that is not intended to achieve compatibility between the Module and any other third-party modules);
- unlawfully used the knowhow of the Module for its benefit; or
- violated the provisions of the Act No. 121/2000 Coll (Czech Copyright Act) in any other way.

3) In the event of termination of a contractual relationship between the Customer and the Provider, the Customer is not entitled to a refund of the license fee or any part thereof.

4) The license includes the right of the Customer for a technical support only
- for a time period when the Module is placed on the opencart.com platform, and only
- for a maximum of 72 hours following the request for technical support from the Customer who purchased the Module or obtained the Module for free from the Opencart Marketplace.

Upon expiration of this period, the right for technical support shall cease to exist.

IV. Liability for defects, liability for damages

1) The Customer understands that the Module is a development product, which is not applicable for all means, has a universal nature and may not be consistent with all types of software. The Customer is aware and agrees that the Provider is not responsible for the functionality of the Module in case the Module is connected to modules of other developers or third parties. In this regard, the Provider is not responsible for any damages resulting from the interaction between the Module and the modules of other developers or third parties. The customer is aware of the above mentioned and is not entitled to claim any defects of work in connection with the above mentioned.

2) The Provider is not responsible for damaging, losing or destroying data caused by the Customer misuse or negligence.

3) Full responsibility for the data created by the Module or for any modifications to the Module in the execution of its own work shall be borne by the Customer, who shall ensure that the data are correct and do not violate the rights and obligations of third parties and are in accordance with the laws of the Czech Republic.

V. Final Provisions

1) The Provider reserves the right to change these terms and conditions. Any changes to the terms are applicable to licenses granted after the acceptance and publication of the change.

2) The Customer is obliged to use the Module in accordance with the Czech Republic's regulations and licensing terms. Legal relations between the Provider and the Customer are governed by the Czech legal system, in particular by the Act No. 89/2012 Coll., The Civil Code, the Act No. 480/2004 Coll., On Certain Information Society Services and on Amendments to Certain Acts (Act on Certain Information Services), the Act No. 121/2000 Coll., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (Copyright Act) and the Act No. 101/2000 Coll., on the Protection of Personal Data. Any dispute between the parties shall be governed by the laws of Czech Republic, in particular by the Act No. 99/1963 Coll., The Civil Procedure Code.

3) The invalidation of any of the provisions of these conditions does not result in the invalidation of the entire License Conditions, unless such invalidity is established by the respective law.

4) In case of any discrepancies between the Czech and English version of these conditions, the Czech version shall prevail.

5) These License Conditions come into effect on 12 November 2018.

Thank You
very much

**STARTUJEME
WEBY**