

Licence agreement on the use of the electronic content

1. Licence

- a) This licence agreement is concluded between the seller and the buyer. This relates to the parties that were set out within [The Terms and Conditions](#).
- b) This licence agreement follows on from the seller's [Terms and Conditions](#) and regulates the terms and conditions of the use of electronic books and other electronic publications supplied by the internet shop at www.lipaka.com.
- c) *Please read the following licence agreement that defines the conditions of the use of electronic content. If you do not agree with the terms and conditions of this licence agreement, we ask that you do not proceed with the purchase of our electronic books or any other electronic publications. By ticking the box prior to finishing the purchase of the electronic book, you are agreeing with this Licence Agreement.*
- d) The buyer takes note that by paying for the chosen book or any other publication in electronic form (electronic content) **does not hand-over any intellectual property rights** to this content. **All electronic publications are licenced, not sold.** Through the purchase the buyer will acquire a licence (consent to using the electronic content), not any ownership right to the electronic content itself. Acquired licence is non-exclusive.
- e) **The buyer declares that they are the end user of the electronic content.**

2. Making the electronic content available

- a) **The seller shall make the electronic content available** to the buyer after following the payment for accessing this electronic content that the buyer has chosen from the catalogue of the seller. Making the content available is understood to technically allow the download of the electronic content from the Internet into the device of the buyer.
- b) **Making the content available shall be implemented** through sending a link to the document with the electronic content to the buyer via email, that the buyer indicated in the order.
- c) Making the content available will be also implemented by releasing the required document with the electronic content to be downloaded after signing in at www.lipaka.com in the section „My Orders“. The buyer will take over the electronic content after it has been made available. **From the moment of accessing the electronic content by the buyer, the seller's contractual obligation resulting from concluding the purchase contract shall be deemed satisfied.**

3. The uses of electronic content

- a) **The seller provides the buyer with a non-exclusive right** to store a reasonable number of permanent copies of the purchased electronic content, to view, use, display and print electronic content without any limits.

b) The buyer has the right to use the purchased electronic content according to point a) **exclusively for their personal and non-commercial uses.**

c) **The seller also accepts the electronic content being used by persons that permanently live in the buyer's household.** This use can only be carried out free of charge and only for their own, personal and non-commercial use. The buyer will make them aware of this condition for the use.

d) **The buyer cannot** sell, rent, borrow, share, distribute, stream, sub licence or assign rights in any other way to the electronic content or to any of its part, to third parties except for the situation described under point 3.c) The buyer is also responsible that the persons referred to under point 3.c) will not do so either.

e) **The buyer cannot** remove descriptions or labelling in the electronic content that refer to the ownership. The buyer cannot circumvent, modify, render inoperative or remove the protection that protects the electronic content. The buyer will not encourage, help or authorise any other person to do so. The buyer is also responsible that the persons referred to under point 3.c) will not do so either.

f) The buyer cannot use the electronic content for any illegal purposes. The buyer is responsible that the persons referred to under point 3.c) will not do so either.

g) The buyer takes note that purchasing the licence to use the electronic content **does not hand-over any intellectual property rights** to this content. **All parts of the electronic content are licenced, not sold. The acquired licence is non-exclusive.**

h) **Any buyer's rights resulting from this agreement will be automatically terminated without notice in case** the buyer does not comply with any of the provisions of this agreement. In case of termination the buyer is obliged to terminate any use of the electronic content. The seller is entitled to restrict the customer's access to their account at www.lipaka.com, cancel their registration without any obligation to refund any charges to the buyer. The seller is entitled to deny the buyer any future orders or any new registration at www.lipaka.com.

4. Format of the electronic content

a) Electronic content is published in a PDF format. The seller reserves the right to use **visible as well as hidden information** in the downloaded publication that will identify the purchase. Among others the seller can use the name, surname and email of the buyer on the basis of their registration at www.lipaka.com. The user agrees to this safeguarding measure.

b) For viewing and printing the electronic content the seller recommends to use this software:

- Adobe Acrobat Reader DC, that can be downloaded from [here](#) free of charge.

5. Withdrawal from the purchase contract

a) Pursuant to Act no. 102/2014 Coll. on Consumer Protection in the Sale of Goods or Provision of Services on the basis of a distance contract or a contract concluded off the premises of the seller and amending and supplementing certain laws **the buyer cannot withdraw from their contract having as its object the provision of electronic content other than on a tangible medium, if it has been**

provided with the express consent of the consumer and the consumer has declared that he has been duly advised that he is losing his right of withdrawal.

b) The buyer who has checked the box with the text „I agree to the licence agreement for the use of electronic content“ before submitting the order declares that he / she has been duly instructed that by expressing this consent he / she loses the right to withdraw from the purchase contract having as its object the electronic content.

6. Final provisions

a) The provider reserves the right to amend and add to this Licence Agreement at its sole discretion. Amendments and additions to this agreement shall be made by publishing the updated version at www.lipaka.com. The use of electronic content by the Buyer following the update of the Agreement is deemed to constitute their acceptance of the amended version of this Licence Agreement.

b) Other language versions of the *Electronic Content Licence Agreement* document published on our website are provided for information purposes only. In case of any uncertainty, [the Slovak version of this document](#) is legally binding.

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