

1. Terms and Conditions

1.1. These Terms and Conditions (hereinafter - Terms) constitute an agreement between you and SIA "Telitex", Reg. No. 40203127903, registered in Latvia, (hereinafter- Telitex) when using our Services provided on our website www.legally.lv. By accepting these Terms, either by clicking "YES" in the flow of any chatbot, checking a box indicating your acceptance or by executing an order form or ordering any consultation online referring to these Terms, you agree that these Terms form part of the agreement between you and Telitex (hereinafter – the agreement).

1.2. These Terms are effective between you and Telitex as of the date when you order a subscription for any of the document generators, order a consultation online or set up an account at www.legally.lv. Telitex holds the right to change these Terms at any time. If such changes are considered to have any effect on your rights, Telitex will inform subscribers, active customers or registered customers about the changes by email, and the changes will take effect one month after such emails have been sent. Your continued use of our website or services after such changes will constitute acknowledgment and acceptance of the modified Terms.

1.3. In case of any discrepancies between the wording of our website and these Terms, these Terms prevail.

2. Services

2.1.1. Telitex offers to generate a privacy policy template for your website based on answers you have provided to the virtual assistant residing on our website.

2.1.2. The document referred to in 2.1.1. is generated solely on your answers provided and is to be considered only as helpful means to comply with GDPR, thus, we cannot guarantee that after generating the Privacy Policy your website or the document fulfils all requirements set out in the GDPR and e-Privacy Directive

2.1.3. Telitex also offers to connect and book an online consultation with specialists and lawyers on Intellectual Property matters, Data protection and Cybersecurity.

2.1.4. Telitex is a technology and platform which connects you to the lawyer and does not operate as a legal advisor itself. The respective service provider holds the right to determine the pricing, terms and other conditions of the consultation.

2.1.5. Lawyers on our platform are not employed by Telitex and are considered our partners to whom we direct you to. We operate only as technological means to connect you to the respective service provider.

2.1.6. Telitex is not responsible for anything beyond you booking a meeting, anything related to you receiving a service from a lawyer is the sole responsibility of the service provider. However, if you have any complaints about the service, we encourage you to give us feedback on the service received, so we would always make sure that on our platform we provide the opportunity to connect with best service providers possible.

2.1.7. You, as the customer, are fully responsible for your company's compliance with GDPR and sorting of all the necessary documentation and processes required by law.

2.1.8. If you wish to receive full services of a Data protection Officer, you must sign up for a consultation to one of our specialists in person to conclude an individual agreement and receive an individual approach.

2.2. Subscription and document generation

2.2.1. Subject to the sign-up procedure on our website and payment of the Subscription Fee (as defined in clause 3.1 below), Telitex grants you 7 (seven) day access to use the virtual assistant of your choice to generate your personalised Privacy policy template.

2.2.2. Telitex has designed the Privacy policy generator as a service to facilitate compliance with EU regulations concerning the creation of a Privacy policy on your website and to help you with constructing an appropriate document of your website's needs. Telitex is only the service provider of the IT infrastructure, and it is your own responsibility to ensure correct implementation and provide relevant input to the system, including drafting an appropriate wording of the request and providing the necessary information to the users of your website in order to obtain an "informed", "prior" and "implied" or "explicit" consent as appropriate. The relevant EU legislation is not necessarily implemented in the same way in all EU countries, and we cannot guarantee that using our Privacy policy generators will automatically lead to compliance with all relevant rules and regulations concerning the use of cookies or constructing a compliant Privacy policy which reflects the accurate situation on your website. We encourage you to seek local legal advice or turn to either of our specialists to ensure compliance with local legislation when implementing the solution on your website and to tailor the wording of the document to be shown on your website.

2.2.3. If you own multiple websites, we advise you to generate a separate document for each website, as each website's functionality and therefore document may differ in its nature.

2.2.4. We inform you that for a fully compliant cookie and privacy policy, you need to insert a cookie table. We only provide a template of what is needed to be inserted, we highly advise and encourage you to seek legal help, IT help or to use other tools to analyse your website of cookies your website uses. Any creation of Cookie banners, consent-obtaining and checkboxes are your responsibility, as we only provide the tool to create a template of a Privacy policy.

2.2.5. Telitex is the data processor and acts only on instruction by you as the data controller. Telitex takes the appropriate technical and organizational security measures to protect data against accidental or unlawful destruction, loss or alteration and against unauthorized disclosure, misuse or illegal processing. Telitex is subject to the safeguards provided for in the legislation of Latvia, where the company is established.

2.4. Telitex organizes its resources to provide a high level of service with at least a response time of less than 2 business days for critical support requests (blocking event) and 10 business days for non-critical support requests (non-blocking event).

2.5. Telitex is a self-serve service. As a customer, you can submit questions, comments, or suggestions by reaching out to us at info@legally.lv. If you are dissatisfied with the service provided, please contact Telitex as well.

2.6. The subscription fee is a one time fixed payment fee and the information on the amount for the respective document can be found on our website.

2.7. You are free to cancel your subscription and receive your money back if you decide not to use the service after making a purchase, however, with the condition that you have not yet generated a document or finished more than 30% of the journey of our Privacy Policy generator.

2.7. If you wish to terminate your subscription, you are free to do so, however, in line with Article 2.7. we will not be able to return your money if you already have used or started to use our Privacy policy generator.

4. Payment and Invoicing

4.1. The subscription to our service is a one time, non-recurring fixed fee for a 7 day period payable by credit card. You must provide us with valid and updated credit card information when buying a product from us. You authorize us to charge your credit card for all services you have accepted to buy from our website. By accepting

a billing agreement using PayPal, you authorize Telitex as a merchant to initiate payment collection without further consent from you.

4.6. Invoices will be sent to the email address registered on user account created at www.legally.lv. When you log into your account, you can view and download invoices issued to you as well. In case you do not find the information, you can always ask us to prepare an invoice to you manually by writing to info@legally.lv.

4.9. Local VAT will be charged from customers situated in the EU except companies that have registered a valid VAT number with us ("reverse charge"), in this case, please contact us before making a purchase.

4.10. If you are a company situated in the EU and qualify for VAT exemption, and your VAT number is not valid according to the European Commission's VIES VAT number validation system on the date of invoice (order and/or recurring order), we will charge VAT which will not be refunded.

5. Term and Termination

5.1. The Agreement shall come in force when you order a subscription for any of the document generators, order a consultation online or set up an account at www.legally.lv and remains effective until the deletion of the user account, end of subscription or the Agreement is terminated by you or us.

5.2. You may cancel your subscription from your configuration at any time without notice to expire at the end of the current billing period. You can cancel your subscription under the "My account" menu on our website. In case you delete your account, your data (including account information, invoices and collected user consents) will be permanently deleted without further warning or any option to restore.

7. Indemnification

You agree to indemnify and hold harmless Telitex and their executive officers, managers, employees, donors, resellers, agents and licensees for and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms or the failure to fulfil any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under these Terms. In such event, you must provide us with such cooperation as is reasonably requested by us.

8. Privacy

Our Privacy notice can be viewed at our website at: <https://www.legally.lv/en/privacy>
To acquire the full privacy policy of Telitex, please contact us at info@legally.lv.

9. Disclaimer of Warranty

9.1. By using our website or services, you understand and agree that all Resources we provide are "as is" and "as available". This means that we do not represent or warrant to you that:

- the use of our Resources will meet your needs or requirements;
- the use of our Resources will be uninterrupted, timely, secure or free from errors;
- the information obtained by using our Resources will be accurate or reliable; nor that
- any defects in the operation or functionality of any Resources we provide will be repaired or corrected.

9.2. Furthermore, you understand and agree that:

- any content downloaded or otherwise obtained through the use of our Resources is downloaded or obtained at your own discretion and risk; that you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download of such content; and that.
- no information or advice, whether expressed, implied, oral or written, obtained by you from our virtual assistants we provide will create any warranty, guarantee or conditions of any kind, except for those expressly outlined in these Terms.
- Telitex is not responsible for the advice that has been given or issued by our partner lawyers and experts.

9.3. Unless otherwise expressed, Telitex expressly disclaims all warranties, guarantee and conditions of any kind, whether express or implied, including but not limited to any implied warranties, guarantee and conditions of merchantability, fitness for a particular purpose and non-infringement.

10. Limitation of Liability

In conjunction with the Disclaimer of Warranty as explained above, you expressly understand and agree that any claim against us will be limited to the amount you

have paid in the previous 12 months, if any, for use of products and/or services. Telitex will not be liable for any direct, indirect, incidental, consequential or exemplary loss or damage which may be incurred by you as a result of using our Resources or as a result of any changes, data loss or corruption, cancellation, loss of access or downtime to the full extent that applicable limitation of liability laws allow.

11. Copyrights/Trademarks

11.1. All content and materials available at www.legally.lv or obtained from our virtual, including but not limited to text, graphics, website name, code, images and logos are the intellectual property of Telitex and are protected by applicable copyright and trademark law. Any inappropriate use, including but not limited to the reproduction, distribution, display or transmission of any content on this site is strictly prohibited unless specifically authorized by Telitex.

11.2. These Terms do not grant you any ownership interest in or to our Resources but only a limited right of use that is revocable in accordance with these Terms or the Agreement. Telitex does not grant any license or other right to use any of our trademarks, service marks, copyrightable material or other intellectual property except as expressly provided in these Terms or agreed to in writing.

11.3. In addition, you agree to refrain from any act which in any way compromises our Resources, including but not limited to: (i) reverse engineering, reverse compiling, decrypting, disassembling or otherwise attempting to derive the source code of the Resource; (ii) modifying, translating or creating derivative works of the Resources; (iii) sublicensing, reselling, renting, leasing, distributing, marketing, commercializing or otherwise transferring rights or usage to the Resources; or (iv) embedding the Resources in any third-party applications unless explicitly permitted.

11.4. Upon request from Telitex, you must be able and ready to confirm at any given time that you adhere to the provisions of this clause. If you fail to deliver such confirmation within 15 working days from receiving the request, this may be considered, at Telitex sole discretion, a material breach of these Terms.

12. Governing Law

12.1. This website is controlled by Telitex, Latvia. By accessing our website or buying our services, you agree that the laws of the Republic of Latvia.

12.2. In the event of any dispute or disagreement arising under or in connection with these Terms or the Agreement (including a dispute or disagreement as to the validity of the Terms or the Agreement), such dispute or disagreement will be referred to and resolved under the exclusive jurisdiction of the Latvian courts.

13. Contact Information

If you have any questions or comments about these Terms of Service as outlined above, you can contact us at:

info@legally.lv