

# **Privacy Policy and Processing Agreement**

In the case of processing of personal data based on the consent of data subjects for the purpose of sending commercial communications and for the purpose of other direct marketing activities of the online trader.

## **Personal data protection**

### **1. IDENTITY AND CONTACT DETAILS OF THE CONTROLLER**

1.1 The controller of your personal data is Bohemiasoft s.r.o., with registered office at Rudolfovská tř. 247/85, 37001 České Budějovice, identification number: 28090403, registered in the Commercial Register maintained by the Regional Court in České Budějovice, Section C, Insert 16675 (hereinafter referred to as the "Administrator").

1.2 Contact details of the Administrator are as follows: delivery address Rudolfovská 247/85, 37001 České Budějovice, e-mail address [info@bohemiasoft.cz](mailto:info@bohemiasoft.cz) , telephone +420 776 766 412.

1.3 The controller has not appointed a data protection officer

### **2. THE LEGAL REASON FOR PROCESSING PERSONAL DATA**

2.1 The legal reason for processing your personal data is your consent. given by you to the controller within the meaning of Article 6(1)(a) of the European Regulation Parliament and of the Council 2016/679 on the protection of natural persons with regard to processing of personal data and on the free movement of such data and on the abolition of Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as "Regulation").

### **3. PURPOSE OF THE PROCESSING OF PERSONAL DATA**

3.1 The purpose of processing your personal data is to send you tax documents for system rental, commercial communications and other marketing activities by the controller towards you.

3.2 The controller does not make automatic individual decisions in within the meaning of Article 22 of the Regulation.

### **4. STORAGE PERIOD OF PERSONAL DATA**

4.1 The period for which your personal data will be stored by the controller is 3 years, but no longer than until your consent to the processing of your personal data is withdrawn (for this processing purpose).

### **5. OTHER RECIPIENTS OF PERSONAL DATA**

5.1 The other recipients of your personal data will be Monekon s.r.o. (for the purposes of billing data processing), The Rocket Science Group (for the purposes of sending newsletters via Mailchimp.com), DigitalOcean Inc. (hosting and server administrator).

## **6. RIGHTS OF THE DATA SUBJECT**

6.1 You have the right, under the conditions set out in the Regulation, to request from the controller access to your personal data, the right to rectification or erasure of your personal data or, where applicable, to restrict their processing, the right to object against the processing of your personal data, and the right to data portability of your personal data.

6.2 You have the right to withdraw your consent to the processing of your personal data at any time given to the controller. However, this does not affect the lawfulness of the processing of your personal data prior to such withdrawal of consent. You may withdraw your consent to the processing of your personal data by emailing [info@bohemia-soft.cz](mailto:info@bohemia-soft.cz).

6.3 If you believe that the processing of your personal data has been or is being breached, you have the right, among other things, to lodge a complaint with the supervisory authority.

6.4 You are under no obligation to provide personal data. Providing your personal data is not a legal or contractual requirement, nor is it a requirement that necessary to enter into a contract.

## **Processing contract**

### **1. IDENTITY AND CONTACT DETAILS OF THE CONTROLLER AND PROCESSOR**

1.1 The Provider (Bohemiasoft Ltd.) is in relation to the personal data of the Clients Users, i.e. purchasers in the Users' e-shops, the processor according to Article 28 GDPR. The User (e-shop operator) is the controller of this data.

1.2 These terms and conditions regulate the mutual rights and obligations in the processing of personal data to which the Provider has gained access in the context of the performance of the contract concluded with the User by agreeing to the general terms and conditions on [www.flexumshop.com](http://www.flexumshop.com)

### **2. SCOPE OF PROCESSING OF PERSONAL DATA**

2.1 The Provider undertakes to process personal data for the User within the scope and for the purposes set out in Articles 2.2 - 2.10 of these Terms and Conditions in the Processing Agreement.

2.2 The Provider undertakes to process the personal data of the Clients for the User of the User.

2.3 The Provider undertakes to process the personal data obtained for the User in the scope of ordinary personal data.

2.4 The Provider shall, within the framework of automated processing, process the personal data store in a database stored on the Provider's hardware, protect, secure, back up, sort and dispose of.

2.5 The Provider shall develop software tools that facilitate the User's fulfil requests from the User's clients to exercise the rights of data subjects set out in GDPR, in particular the right to erasure, the right to information and portability information.

2.6 Personal data shall be stored only on the Provider's hardware, its own servers or its cooperating partners. All personal data are stored only in the territory of the European Union.

2.7 The Provider undertakes to process personal data for the User for the purpose of providing the [www.flexumshop.com](http://www.flexumshop.com) e-shop solution.

2.8 The Provider will not use the processed personal data of the User's clients for their own use and for purposes other than the performance of the contract.

2.9 The Provider undertakes to process the personal data obtained for the User after for the duration of the contractual relationship and for the following 10 years from the termination of the contractual relationship relationship.

2.10. The User grants permission with the involvement of the cooperating companies, which are Monekon s.r.o. (for the purpose of processing billing data), The Rocket Science Group (for the purpose of sending newsletters via the [Mailchimp.com](http://Mailchimp.com)), DigitalOcean Inc. (server administrator).

### **3. DATA PROTECTION**

3.1 The Provider undertakes to ensure the technical and organisational protection and backup of the stored personal data so that unauthorized access to or loss of such personal data.

3.2 The technical and organisational measures taken shall be appropriate to the level of risk. The provider and the cooperating company DigitalOcean Inc. (server administrator) use them to ensure their continued integrity and security against misuse.

3.3 The Provider declares that the protection of personal data is subject to internal security regulations of the Provider. Which stipulates that personal data will only be accessible by authorised persons of the Provider and of the cooperating

3.4 After the termination of the provision of services, the Provider shall be obliged to keep all personal data, unless the Provider is obliged to store the personal data on the basis of special law (e.g. for the legal needs of the Police).

## **Final provision**

Anyone has the right to object to the processing of your personal data for the purposes of direct marketing, including profiling, where the profiling relates to that direct marketing marketing. If you object to the processing of your personal data for the purposes of direct marketing, your personal data will no longer be processed for these purposes.

The user undertakes to report all information known to him without undue delay, that could adversely affect the proper and timely performance of the obligations under these Terms of Use terms and conditions.

The User agrees to these terms and conditions by ticking the consent box via the Internet forms on the website and subpages of [www.flexumshop.com](http://www.flexumshop.com).

Other relationships not expressly covered by these terms and conditions are governed by the GDPR and the law of the Czech Republic as amended.

These terms and conditions shall take effect on 3 April 2022