

Data Protection Policy

as Annex No. 1 of the General Terms and Conditions for the MarketingMiner application (hereinafter the "**Application**")

issued by entrepreneur Filip Podstavec, ID No.: 76206611, with its registered office at Padolí 171, 549 31 Hronov, doing business under the Trade Licensing Act, registered by the Trade Licensing Office of - Mucinipal Authority of Náchod, **contact information:** Phone No.: +420 604 743 610, www.marketingminer.cz, email address: filip.podstavec@gmail.com.

I. Basic Provisions

1. This Data Protection Policy (hereinafter the "**Privacy Policy**") governs rights and obligations of the Operator and the User in connection or based on an agreement on granting a license to the Application under Section 2358 of the Civil Code via an online platform. This Privacy Policy forms an integral part of the General Terms and Conditions which govern each agreement entered into between the Operator and the User.

II. Protection of Personal Data of the User

1. The protection of personal data of the User is provided by Act No. 101/2000 Coll., on personal data protection, as amended.
2. Prior to issuing the General Terms and Conditions, the Operator as the administrator of personal data informed the Office for Personal Data Protection of its intention to process personal data, and it is thus registered under **No. 00056169**.
3. The User consents to the processing of the following personal data of the User: first name and surname, email address (hereinafter collectively as "**Personal Data**").
4. The User consents to the processing of his/her Personal Data by the Operator for the purposes of exercising rights and duties under the Agreement and for the purposes of the User's Account administration. Unless choosing otherwise, the User also consents to the processing of Personal Data for the purposes of receiving information and commercial communication (newsletters) to the User.
5. The User acknowledges that he/she is obliged to provide his/her Personal Data (during Registration, in her/her User's account, when making orders) correctly and truthfully, while the User is also obliged to inform the Operator of any change to his/her Personal Data without undue delay.
6. The Operator is entitled to appoint a Third party as the processor to process Personal Data of the User. Personal Data shall not be provided to Third parties by the Operator without a prior consent of the User.
7. Personal Data shall be processed for the period during which the purpose still lasts. Personal Data shall be processed electronically in an automated manner.
8. The User confirms that provided Personal Data is accurate and that he/she was instructed that this process is considered as voluntarily provision of Personal Data.
9. Should the User believe that the Operator or the processor performs the processing of his/her Personal Data which is inconsistent with the protection of private and personal life of the User or in conflict with law, especially when the Personal Data is inaccurate with regard to the purpose of Personal Data processing, the User is entitled to:
 - a) ask the Operator or the processor for explanation,
 - b) require that the Operator or the processor rectify this state.
10. Should the User request information regarding the processing of his/her Personal Data, the Operator is obliged to provide the User with such information. For the provision of information under the previous sentence, the Operator is entitled to require reasonable compensation not exceeding the necessary costs of providing the information.

11. The User is entitled to withdraw his/her consent to the processing of Personal Data, namely by a notification sent to the contact email address of the Operator.

III. Commercial Communication (Newsletters) and Cookies

1. The User consents to receive information related to services or company of the Operator and also commercial communication of the Operator to the User's email address.
2. In order to improve user friendliness of its website, the Operator uses the so called cookies while operating its website – text files which are saved in the visitor's computer when a person visits a certain website, whereas these platforms are used for storing and occasional tracking of visitor's activities on websites. By ticking off the information about cookies on the homepage, the Visitor consents to the use of cookies. The Visitor is not obliged to consent to the use of cookies, in which case the Operator cannot guarantee full functionality of the website.

IV. Communication

1. The Contracting Parties have agreed to deliver all correspondence between each other via electronic mail, namely to the email address indicated in the User's Account or specified by the User in the order, and to the email address indicated on the Operator's website.

V. Final Provisions

1. All arrangements between the Operator and the User shall be governed by the valid and effective Czech law. In the case that the relationship established by a contract contains the international (foreign) element, the Contracting Parties have agreed for such a case that the relationship shall be governed by Czech law. This arrangement does not affect rights of consumers resulting from generally binding legislation.
2. Unless the context clearly indicates otherwise, the meaning of a word in the singular herein shall follow the same meaning as the same word in the plural and vice versa.
3. In the event that this Privacy Policy is available to the User in several language versions, the Czech version shall prevail. In this case, the Operator shall not be held responsible for the accuracy of any translation.
4. Supervision of protection of personal data is performed by the Office for Personal Data Protection (<http://www.uoou.cz>).
5. This Privacy Policy is stored and archived by the Operator in electronic form and it is not accessible to Third parties. Provisions of this Privacy Policy and legislation related to the provision of the Agreement and this Privacy policy to the User are not affected by this arrangement.
6. In the case of any query regarding this Privacy Policy and the Agreement, the Operator shall provide the User with all necessary information without undue delay.
7. The User and the Operator undertake to settle all arising disputes amicably, or by using a mediator. In case of resolving their relations through court proceedings, the Contracting Parties hereby stipulate under Section 89a of the Civil Procedural Code the territorial jurisdiction of the District Court in Náchod or the Regional Court in Hradec Králové.

This Privacy Policy becomes effective on