

# Privacy Policy and Data Processing Agreement

Processing of personal data based on the consent of the data subjects for the purpose of sending business messages and for the purposes of other Internet merchant direct marketing activities.

## Data Protection

### 1. CONTROLLER IDENTIFICATION AND CONTACT DETAILS

- 1.1. The controller of your personal data is Bohemiasoft s.r.o., registered address at Rudolfovská tř. 247/85, 37001 České Budějovice, Czechia, company registration number: 28090403, registered at the Commercial Register of the District Court in České Budějovice, Section C, Entry 16675 (hereinafter referred to as "Controller").
- 1.2. The contact details of the administrator are as follows: delivery address Rudolfovská tř. 247/85, 37001 České Budějovice, Czechia, e-mail address [info@bohemiasoft.cz](mailto:info@bohemiasoft.cz), phone +420 776 766 412.
- 1.3. The administrator did not appoint a Data Protection Officer.

### 2. LEGAL GROUNDS FOR LAWFUL PROCESSING OF PERSONAL DATA

- 2.1. The legal grounds for your personal data processing is your consent given to the Controller within the meaning of Article 6 (1) (a) Regulation (EC) No 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Regulation on the protection of personal data) (hereinafter referred to as "Regulation").

### 3. PURPOSE OF PERSONAL DATA PROCESSING

- 3.1. The purpose of your personal data processing is to send tax documents for the lease of the system, business communications, and other marketing

activities by the controller to your person.

- 3.2. There is no automatic individual decision making by the Controller within the meaning of Article 22 of the Regulation.

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

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by the Controller is 3 years, but no longer until your consent to the processing of personal data (for this purpose) is withdrawn.

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

- 5.1. Your personal data shall be disclosed to the following recipients. Monekon s.r.o. Company (for the purpose of billing data processing), The Rocket Science Group (for sending newsletters via Mailchimp.com), Unihost s.r.o. (server administrator) and Casablanca INT (Data Center Operator).

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

- 6.1. Under the terms and conditions set forth in the Regulation, you have the right to request from your administrator access, rectify or delete your personal data, or limit their processing, the right to object to the processing of your personal data, and the right to your personal data portability.
- 6.2. You have the right at any time to withdraw your consent to the processing of your personal data given to the Controller. However, this is without affecting the lawfulness of your personal data processing based on consent before its withdrawal. Your consent to processing your personal data can be withdrawn via email [info@bohemia-soft.cz](mailto:info@bohemia-soft.cz).
- 6.3. If you believe that the processing of your personal data or the Regulation has been violated, you have the right inter alia to lodge a complaint with a supervisory authority.
- 6.4. You are under no obligation to provide your personal data. Providing your personal data is not a legal contract requirement and is not required to conclude a contract.

# Data Processing Agreement

## 1. CONTROLLER AND PROCESSOR IDENTIFICATION AND CONTACT DETAILS

- 1.1. The Provider (Bohemiasoft s.r.o.) is in relation to the personal data of the Customers 'Clients, that is to say, the shoppers in the Clients' e-shops, the processor according to Article 28 GDPR. The user (e-shop provider) is the controller of this data.
- 1.2. These terms govern the mutual rights and obligations in the processing of personal data arising in connection with the Contract concluded with the User under the form of the General Terms and Conditions approval at [www.zombeek.com](http://www.zombeek.com)

## 2. SCOPE OF PERSONAL DATA PROCESSING

- 2.1. The Provider undertakes to process the User's personal data to the scope and for the purposes set forth in Articles 2.2 - 2.10. of these terms in the Data Processing Agreement.
- 2.2. The Provider undertakes to process personal data of the User's clients.
- 2.3. The Provider undertakes to process the User's acquired personal data within the range of common personal data.
- 2.4. The Provider shall store personal data within a database stored on the Provider's hardware as part of the automated processing, protect, secure, backup, sort, and dispose of it.
- 2.5. The Provider shall create such software tools that shall facilitate the compliance with User's Clients request concerning the exercise of the rights of data subjects provided for in the GDPR, in particular, rights to rectification, to erasure, the rights of information, and the right to data portability.
- 2.6. Personal data is stored only on the Provider's hardware, their servers, or their Cooperation Partners. All personal data is stored in the European Union only.
- 2.7. The Provider undertakes to process the User's personal data for the purpose of providing the e-shop solution [www.zombeek.com](http://www.zombeek.com).

- 2.8. The Provider shall not use the User's personal data processed for their own use and for any purpose other than the performance of the Contract.
- 2.9. The Provider undertakes to process the User's collected personal data for the duration of the contractual relationship and for the following 10 years after the contractual relationship has terminated.
- 2.10. The User grants permission to join Cooperation Partners such as Monekon s.r.o. (for the purpose of billing data processing), The Rocket Science Group (for sending newsletters via Mailchimp.com), and Unihost s.r.o. (server administrator) and Casablanca INT (Data Center Operator).

### **3. PERSONAL DATA PROTECTION**

- 3.1. The Provider undertakes to provide technical and organizational protection and backup of stored personal data in order to prevent unauthorized access to or loss of such personal data.
- 3.2. The approved technical and organizational measures correspond to the level of risk. The Provider and the Cooperation Partner Unihost s.r.o. (server administrator) and Casablanca INT (Data Center Operator) ensure their continued integrity and security to prevent abuse.
- 3.3. The Provider declares that the personal data protection is subject to the Provider's internal security regulations that determine that only authorized persons of the Provider and Cooperation Partners will have access to personal data under Article 2.10 of these Terms and Conditions and are obliged to maintain the confidentiality of personal data and implemented security measures.
- 3.4. Upon termination of the performance provision, the Provider is obliged to delete all personal data unless they are required to store personal data under a special law (for example, for the legal needs of the Police).

# Final provisions

Anyone has the right to object to the processing of your personal data for the purposes of direct marketing, including profiling if it involves this direct 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 Users undertake, without undue delay, to report any information known to them that could affect the proper and timely fulfilment of the obligations arising out of these conditions.

The User agrees to these terms by checking the consent via the Internet forms on the websites and sub-pages [www.zombeek.com](http://www.zombeek.com).

Other relationships not expressly provided for in these terms and conditions are governed by the GDPR and the Czech legal order, as amended.

These terms come into effect on October 20, 2019.