

Web Interface Terms of Use ("Website")

This document, entitled Web Interface Terms of Use, applies to the website <https://bim3d.cz/> operated by:

HRDLIČKA spol. s r.o., ID No. 186 01 227, with its registered office at náměstí Kněžny Ludmily 45, Tetín, 266 01, registered in the Commercial Register lodged with the Municipal Court in Prague, Section C, File No. 4062 ("Company").

- delivery address: Za Lužinami 1084/33, Prague 5, 155 00
- company website: <https://bim3d.cz/>
- contact telephone number: +420 235 521 822-5
- e-mail address: info@hrdlicka.cz

Regardless of whether the subject merely visits the site, they must comply with the following rules, which define and specify the terms of use.

Privacy Policy

1. The Customer consents to the processing and collection of their personal data to the extent and for the purposes set out below, until they withdraw their consent to such processing.
2. The personal data controller is HRDLIČKA spol. s r.o., with its registered office at náměstí Kněžny Ludmily 45, 266 01 Tetín, ID No. 18601227, registered in the Commercial Register lodged with the Municipal Court in Prague, Section C, File No. 4062.
3. The Company determines the purposes and means of processing personal data as described in this document. If you have any questions regarding the processing of Customers' personal data, you may contact the Company via the above contact details.

(A) PURPOSES OF PROCESSING AND LEGAL BASIS FOR PROCESSING

The Company processes the personal data of its Customers for the purposes set out below:

a) The legitimate interests of the Company.

In certain circumstances, the Company may also process personal data without the Customer's consent for its internal or other legitimate needs. The legal basis for the processing in such a case is the legitimate interests of the Company if they outweigh the Customer's interests relating to the protection of personal data. These are situations when personal data are processed for the Company's direct marketing purposes, i.e. for the purpose of offering the Company's services, as well as for complaint purposes (e.g. complaints, sending out requests), debt collection (e.g. outstanding fees for services), internal administrative purposes, analysis, risk assessment, etc.

b) Marketing.

On the basis of the Customer's consent, personal data are also processed for marketing purposes, involving offering the Company's goods and services to a wider extent than mentioned above or for goods and services of a completely different nature. Consent to the processing of the Customer's personal data for these purposes is voluntary and the Customer is entitled to withdraw it at any time (see below).

The scope of personal data varies according to the specific service and purpose (see above) and according to the personal data provided by the Customer to the Company.

(B) SOURCES AND METHOD USED TO PROCESS PERSONAL DATA

The Company processes the Customer's personal data in electronic form, manually and automated (i.e. using information technology) for the above purposes.

The Customer's personal data are processed exclusively by the Company's employees. Customers' personal data are made available to these employees in connection with the performance of their duties that require the handling of the Customer's personal data, but only to the extent necessary and in compliance with all security measures.

(C) DURATION FOR WHICH PERSONAL DATA ARE PROCESSED

The Company processes the Customer's personal data only for the necessary period of time, corresponding to the purpose for which it is processed.

Personal data processed for the purposes of the Company's direct marketing (offers of services) are processed by the Company for the duration of the Customer's contractual relationship with the Company and further for a period of ten (10) years, unless the Customer objects to such processing before the expiry of that period.

Personal data processed for marketing purposes on a broader scale or for goods and services of a completely different nature are processed by the Company for the duration of the consent to the processing of personal data, although for a maximum of three (3) years, unless the Customer withdraws their consent to the processing of personal data before the expiry of this period.

In this context, it is generally the case that in order to comply with its legal obligations, the Company processes personal data for the period of time specified by law.

(D) CUSTOMER RIGHTS

When the Company processes personal data, Customers have in particular the following rights:

(a) Right of access to personal data. The Customer shall have the right to obtain confirmation from the Company, as to whether or not their personal data are processed and, if so, to obtain access to those personal data and to the information required by law. In this case, the Company will provide a copy of the personal data processed. The Company may charge a reasonable fee based on administrative costs for additional copies at the Customer's request.

(b) Right to rectification. The Customer also has the right to have inaccurate personal data concerning the Customer corrected by the Company without undue delay. Taking into account the purposes of processing, the Customer has the right to supplement incomplete personal data, including by providing an additional declaration.

(c) Right to erasure ("right to be forgotten"). The Customer shall have the right to request that the Company deletes personal data concerning the Customer without undue delay if any of the grounds provided for by law apply. The Customer's right does not apply if the processing of the Customer's

personal data is necessary for the performance of a legal obligation of the Company, for archiving purposes in the public interest, for the establishment, exercise or defence of legal claims and in other cases provided for in the Regulation.

(d) Right to restrict processing. The Customer has the right to request that the Company restricts the processing of their personal data if any of the grounds set out in the law apply.

(e) Right to data portability. The Customer has the right to obtain the personal data concerning them that they have provided to the Company in a structured, commonly used and machine-readable format and the right to transfer such data to another controller, if the processing is based on the Customer's consent and/or contract and is carried out by automated means. In exercising this right, the Customer may request that their personal data be transferred directly by the Company to the other controller, if technically feasible.

(E) THE RIGHT TO WITHDRAW CONSENT AND THE RIGHT TO OBJECT

Without prejudice in any way to the rights under the preceding clause D), the Company shall separately advise its Customers of the following rights:

(a) Right to withdraw consent. If the Customer's consent is required for any of the above purposes, the Customer is not obliged to consent to the processing and, if they do, they are also entitled to withdraw their consent at any time. In the event that the Customer wishes to withdraw their consent to the processing of their personal data, they may contact the Company via the contact details above. The withdrawal of consent does not affect the processing of the Customer's personal data in cases where the Customer's consent is not required.

(b) Right to object. If the Customer's personal data are processed for the purposes of the Company's legitimate interests, the Customer is entitled to object to such processing. In this case, the Company must demonstrate the legitimate interests of such processing, otherwise it will terminate the processing of personal data.

If the Customer's personal data are processed for the purposes of direct marketing, the Customer has the right to object at any time to the processing of their personal data for such marketing, whereupon the processing of personal data by the Company for such purposes will be terminated without delay.

(F) THE RIGHT TO FILE A COMPLAINT

If the Customer believes that the Company's processing of their personal data violates the relevant legislation, in particular the Regulation, they are entitled to address their complaint to:
Office for Personal Data Protection Pplk.Sochora 27, 170 00 Prague 7, tel.: +420 234 665 111, website: <https://uoou.cz/>.

The Customer's right to seek judicial protection is not affected.

Google services and cookies

The website uses cookies for its operation. The website also uses Google Analytics and, where applicable, other services provided by Google, Inc. ("Google").

Cookies are text files stored on the computer or other electronic device of each visitor to the Website, which enable analysis of usage of the Website.

By pressing the consent button on the Website, each visitor to the Website grants their consent to the use of cookies and to the processing of their data by Google and the Company in the manner and for the purposes described in more detail on the Website.

Visitors to the Website can refuse the use of cookies by selecting the appropriate settings in their web browser.

The Company points out that refusal of the use of cookies means it is possible that the visitor will not be able to fully use all the Website's features.

The Company informs visitors that the Website in question uses Google Analytics, a web analytics service of Google Inc.

Copyright protection

The content of the web pages on the Company's Website (text, photographs, images, logos, etc.), including the Website software and these Terms of Use, is protected by copyright. You may not modify, copy, reproduce, distribute or use the content for any purpose without the permission of the Company or the copyright holder. In particular, free or paid access to photographs and texts on the Website is prohibited.

Other relationships related to the use of the Website

The Company shall not be liable for errors resulting from third-party interference with the Website or from its use contrary to its intended purpose. When using the Website, no one may use mechanisms, software, scripts or other procedures that could adversely affect its operation, i.e. in particular disrupt the function of or unduly burden the system, and no one may perform any activity that could allow them or third parties to interfere with or make unauthorised use of the software or other components that make up the Website and use the Website or its parts or software in a manner that would be contrary to its purpose or intent.

The Company cannot guarantee uninterrupted access to the Website, nor the safety and security of the Website. It is not liable for damage caused by access to and use of the Website, including any damage caused by downloading data published on the Website, damage caused by operational outages, malfunctions of the Website, computer viruses, damage due to loss of data, profit or unauthorised access to transmissions and data.

These Terms of Use are valid and effective from 1 April 2021.