

Privacy Policy

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1. Definition of Terms

Unless expressly provided otherwise, the terms in this Privacy Policy have the meanings as defined in Art. 1 of the Terms & Conditions published on the website furmint.io.

Furthermore, the following terms shall have following meaning

- i. **Privacy Policy**
this Privacy Policy.
- ii. **Operator or Controller**
the company Furmint Media s.r.o., identification no. 17437717, with its registered office at Vojtěšská 211/6, 110 00 Prague 1, Czechia, incorporated under the laws of Czechia and registered in the Commercial Register of the Municipal Court in Prague, section C, insert 371718; phone no. +420 736 231 522, e-mail address: info@furmint.io;
- iii. **Data Subjects**
any natural persons on the side of the User/Customer using the Platform.

2. Preamble

1.1. Basis

Privacy Policy describes how the Operator processes personal data of Data Subjects.

Together with the Terms, Order, the relevant subsections of the Platform, and the Privacy Policy form an integral part of the Agreement.

1.2. Processors

During the provision of Services the Controller is assisted by third parties that process personal data for and on the behalf of the Controller (the “**Processors**”) in accordance with european standards on personal data protection.

The processing of personal data by such third parties is governed by their own policies.

The Users of the Platform acknowledge and agree **that their personal data may be transferred to the Processors** in order to fulfil the below stated purposes.

These Processors consist mainly of **VS Hosting**. (the Operator’s hosting provider), **Stripe, Inc.** (the Operator’s payment gateway provider) and the Rocket Science Group LLC dba **Mailchimp** (the Operator’s mailing services), and potentially other cooperating persons that help the Operator properly provide Services pursuant to the Agreement.

1.3. Compliance

The Operator complies with Regulation (EU) 2016/679 of the European Parliament and of the Council, general regulation on data protection (also

known as GDPR, hereinafter referred to as „**GDPR**“), Act No. 110/2019 Sb. on personal data processing, and also the Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (short as „**ePrivacy Directive**“) while processing personal data.

3. Operator as Controller of personal data

3.1. Scope of Processing – Communication

The Operator processes personal data of the Users of the Platform when they contact the Operator by e-mail, telephone, via social networks or via contact form present on the Platform.

The categories of such personal data within the meaning of Art. 4 para. 1 GDPR are usually:

- e-mail,
- phone number,
- name and surname,
- IP address of the device from which a request through the contact form was sent,
- network identifiers of services assigned by services Facebook/Twitter/ and usernames of the Users of the Platform on these services,
- other data shared by the User during communication with customer support (regardless of the means of communication).

3.2. Scope of processing – Services

From the moment of registration of the creation of the Order and the Account, the Operator also processes other personal data of the Users of the Platform.

The categories of such personal data within the meaning of Art. 4 para. 1 GDPR are usually:

- name, surname,
- e-mail address,
- physical address of delivery,
- address of residence,
- addresses of other establishments or other contact addresses,
- company name,
- identification no. and tax identification no.,
- other applicable invoice details (bank account, type of performance, etc.),
- phone number,
- IP address of the device from which a request through the contact form was sent,

- network identifiers of services assigned by services Facebook/Twitter/ and usernames of the Users of the Platform on these services,
- identifier used for any meeting software used for 1-on-1s.

3.3. Scope of processing – Newsletter & Consent

The Operator may process personal data of the Users of the Platform also if they grant him **voluntary and informed consent** within the meaning of Art. 6(1)(a) of GDPR.

Use of the Platform is **never subject to** the previous consent. However, such consent might be necessary to receive a newsletter.

The categories of personal data within the meaning of Art. 4 para. 1 GDPR processed based on a previous consent are only e-mail addresses and company names or names and surnames.

The consent will most frequently be obtained and requested in the form of a **tickbox**, for example during registration of user accounts, web surveys or questionnaires. The consent may also be granted by an active step requested in an e-mail.

Users of the Platform may grant consent **for different purposes** together or individually, for example for viewing marketing communications from the Operator or his partners and their sending to the e-mail addresses of the Users of the Platform.

Users of the Platform **may withdraw consent to processing of personal data at any time** by sending a request to the address info@furmint.io. Withdrawal of consent to sending newsletters or other e-mails from the Operator and his partners may be done also **by clicking on a link in the footnote in every e-mail**. That is however not possible for e-mails which are necessary for the Users of the Platform to receive (e.g. planned maintenance of the Platform, information about a change in the provision of Services, change in the Operator's contact details).

The Consent is valid also for the Processors entrusted by the Operator within the meaning of section 1.2 of the Privacy Policy.

3.4. Collection of Personal Data

Personal data of the Users of the Platform are collected only during the use of the Platform, the provision of Services and other related activities, while all personal data processed in this manner are always obtained from the Users of the Platform or from publicly accessible databases (e.g. the Commercial Register, the Trade Licensing Register).

The provisions of Art. 4 et seq. of this Privacy Policy shall also apply to the collection and procession of personal data of the Data Subjects.

3.5. Purposes of Processing

The Operator as a controller of personal data processes the above mentioned personal data (either individually or together with the Supplier or together with the Customer) **for the purposes or on the basis of:**

- **Communication** under the common **legitimate interest** of the Operator and the User of the Platform within the meaning of Art. 6(1)(f) of GDPR; the legitimate interest applies also to informing about news on the Platform, what improvements and updates are planned within the Services so that the Users of the Platform always have up-to-date and accurate overview, within the meaning of recital 47 of GDPR.;
- **Services** under the **performance of contractual obligations** within the meaning of Art. 1.1 of the Privacy Policy and Art. 6(1)(b) of GDPR, such as allowing access to the Platform, identification of Users of the Platform, keeping Accounts, categorization and structuring of data from the respective inquiries, the database of Users, procurement of contractual obligations, issuing and sending of tax invoices, performance of financial obligations, assisting during the Services, informing about changes in the Platform or Services, and all other necessary activities within the scope of the provision of Services;
- **Network, IP identifiers and other system/log information** necessary for protection of servers from attacks and protection of Accounts from misuse by other users, as well **e-mails** to inform about planned shutdowns and technical maintenance of the software and hardware, which is the common **legitimate interest** of both the Operator and the Users of the Platform within the meaning of Art. 6(1)(f) of GDPR;
- **Newsletter** based upon the previous **consent** granted by the User to inform the User marketing news, Partner offers etc., within the meaning of Art. 6(1)(a) of GDPR;
- **Tax & Invoice documents** within the compliance with legal obligations to which the Operator is subject within the meaning of Art. 6(1)(c) of GDPR.

3.6. Processing Duration- Communication

All **Communication** data of the Users of the Platform is always saved for at least **6 months** so that the Operator can use it to provide better services and immediately and effectively help the Users of the Platform in cases of recurring problems with the Platform.

3.7. Processing Duration – Services

All Services personal data are processed for **as long as the Services are being provided and for 3 months after the end of provision of Services.**

E-mail addresses are being kept within the scope of legitimate interest based on which the Operator may **offer services to the Users of the Platform** for **12 months** after the end of provision of Services.

The basic identification data of the Users of the Platform will be kept for **20 years**, which is the length of the limitation period for **criminal liability** for crimes that might be committed in relation with the Services.

The Operator may also keep **other personal data** necessary for potential dispute resolution no longer than **15 years** after the end of provision of Services in case of a dispute in relation to the relationship between the Operator and the User.

The Operator might also need to keep individual documents containing personal data of Users of the Platform **for archiving** (e.g. tax invoices for **10 years** from the end of the respective tax period).

3.8. Processing Duration – Newsletter & Consent

The Operator may process personal data based on consent for the duration of **5 years**, unless provided otherwise in the respective consent.

The processing based on a consent will be stopped by the Operator if the User of the Platform **withdraws** consent.

3.9. Processing Duration - Deletion

The Operator **will delete the personal data of the Users** of the Platform after the end of the abovementioned processing duration if he is no longer entitled to process this data under another legal title.

4. Other provisions on personal data protection

4.1. Use of provisions

The following provisions are applicable for the processing of personal data in the scope of providing services by the Operator acting as Controller.

4.2. Special categories of data

The Operator never processes personal data of children nor special categories of personal data – so called sensitive personal data within the meaning of Art. 9 of GDPR.

4.3. Technical data and related information

The Operator may collect and use technical data and related information through the Platform, including technical information on the devices of the Users of the Platform, the system and application software and peripheral equipment, which is regularly collected with the purpose of making the provision of Services easier and better **in an anonymous form**.

The Operator may use this information, as long as it is in such form which does not identify personally the User of the Platform, to improve the

Platform or to provide Services or technology even for an unlimited time period.

4.4. Security

The Operator further undertakes to:

- secure personal data in accordance with Art. 32 of GDPR, i.e. to adopt such technical, personal and other measures so that no unauthorised or random access to the personal data, no modification of personal data, no deletion or loss of personal data, no unauthorised transfer of personal data, no unauthorised processing of personal data nor any other abuse of personal data may occur; and
- to maintain these measures even after the end of provision of Services, at least for the time they have the data at their disposal.

In the event the Operator becomes aware of a security risk in relation to the personal data, he will notify the Users of the Platform without unnecessary delay. The Operator undertakes to provide cooperation and assistance to the User of the Platform with the recovery of compensation from liable Processors if any damage arises in connection to a breach of personal data by the Processor. The Operator is not liable for the malpractice of any appointed Processors within the meaning of Art. 1.2 of this Privacy Policy.

The Operator will always make maximum effort so that no unauthorised processing of personal data by other persons occurs.

The Operator, however, is not liable to the Users of the Platform or to any other Data Subjects for any damages or loss caused or alleged to be caused by or in connection with the unauthorised processing of personal data by a third person.

The Processors authorised by the Operator must always meet a high standard of security and will always process information within the bounds of the Privacy Policy.

4.5. Cooperation

The Operator and the Users of the Platform are obliged to provide mutual cooperation to each other in case of a suspicion that personal data of Data Subjects was abused.

4.6. Transfer of personal data

All data obtained during the provision of Services are stored **on European Union territory or in third countries** while meeting the conditions for transfer of data to third countries within the meaning of Art. 44 et seq. of GDPR (e.g. within the scope of EU-US Privacy Shield 2.0).

The processing of personal data during the provision of Services may include **international transfer of personal data to countries, whose legislation on personal data protection are not so complex as the**

legislation effective on the territory of the European Economic Area (EEA).

If required by EU laws, the Operator will transfer personal data only to such recipients that guarantee a corresponding level of personal data security corresponding within the meaning of Art. 44 et seq. of GDPR. For this purpose the Operator will conclude at least a non-disclosure agreement with the recipient in order to ensure that the level of protection of personal data of the Users of the Platform is still maintained at the same level as in the EEA.

4.7. Commercial communication

E-mails that the Operator and the Agency send to the users are not considered by the users to constitute unsolicited commercial communications within the meaning of Act No. 40/1995 on Advertising Regulation and Act No. 480/2004 Sb. on certain Information Society Services.

4.8. Truthfulness, Correctness, and Accuracy of Data

The Users of the Platform **confirm that the provided personal data is true, accurate, that it relates exclusively to their person or that they entered data, by the use of which no infringement of rights of third parties arises.**

The Users of the Platform also undertake to notify the Operator of all changes to their personal data, so that only up-to-date and complete data is processed by the Operator. If the Operator so requires, **the Users of the Platform undertake to always provide up-to-date and true data upon previous request.**

4.9. Form of Processing

Personal data is processed in electronic form.

However, the personal data of Users **is never subject to automated individual deciding or profiling and the Operator never on the basis of this data performs individual deciding or profiling** within the meaning of Art. 22 of GDPR.

5. Rights of the Data Subjects

5.1. Rights of the User of the Platform

If a User of the Platform is convinced that the Operator processes his personal data unlawfully, the User may:

- **request explanation** from the Operator by sending a message to the e-mail address: info@furmint.io;
- **object** against processing for the purpose of legitimate interest by sending a message to the e-mail address: info@furmint.io;

- request the Operator to **temporarily limit processing if** such the User of the Platform needs such data for the exercise of his claims or if the User of the Platform has objected by sending a message to the e-mail address :info@furmint.io.

5.2. Further rights of the User of the Platform

The User of the Platform also has the right:

- to request, by sending a message to the e-mail address: info@furmint.io, that the Operator **provides** the User of the Platform **an information about the scope or manner of the processing** of his personal data. The Operator will provide such information within a reasonable period (of maximum **30 days**);
- to request, by sending a message to the e-mail address: info@furmint.io, **transfer of personal data that the User of the Platform provided to the Operator in a structured and machine-readable format** in case the processing is performed on the basis of performance of a contract or consent.

In case the User of the Platform is not satisfied with the provided assistance during personal data processing, **he may also contact the relevant data protection authorities** (list of data protection authorities available in EU can be found [here](#)) and/or ultimately **file a complaint** to the aforementioned data protection authority.

6. Final provisions

6.1. Applicable Law and Jurisdiction

The Privacy Policy is subject to the laws of the Czech Republic.

Czech courts have jurisdiction to decide on the potential disputes relating to these Terms. The parties agree that the court having territorial jurisdiction is the general court of the Operator – the District Court of Prague 1.

6.2. Modification of the Privacy Policy

The Operator reserves the right to unilaterally modify or change the Privacy Policy at any time, in particular due to changes in legislation, technological changes affecting the functionality of the Platform, extensions or changes to the Platform or Services.

The Customer shall be informed of any such changes in advance in the form of their publication on the Platform as well as in text form sent to the email address of the Customer specified during registration. Such notice shall be delivered to the Customer at least 15 calendar days prior to the effective date of the new version of the Privacy Policy.

6.3. Failure to Exercise or Enforce Rights

The failure of the Operator to exercise or enforce any right or provision of the Privacy Policy shall not constitute a waiver of such right or provision.

6.4. Invalidity of Provisions

If any provision of the Privacy Policy is found by a court of competent jurisdiction to be invalid, both the Operator and the User nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the invalid provision, and the other provisions of the Privacy Policy shall remain in full force and effect.

6.5. Effect of the Privacy Policy

The Privacy Policy comes into effect by its publication on the furmint.io website.