

Terms of Use of the Website

You are now on the website www.forcashex.com (hereinafter referred to as the “**website**”), operated by a sole trader

Ing. Jakub Havlíček

with his registered office at Raisova 883/6, 405 02, Děčín - Děčín IV-Podmokly, Czech Republic

ID No: 02678837

VAT ID: is not subject to VAT

Registered in the Register of Trades maintained by the Metropolitan authority of Děčín

Delivery address: Ing. Jakub Havlíček, Slovanská 97c, 405 02 Děčín, Czech Republic

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Please note that regardless of whether you order any services on our website, register there or just visit it, it is necessary to follow the rules stated below, which define and specify the terms of use of all the functional parts of the website.

1. Protection of personal data

By completing your purchase order or within the registration on our website, you are providing us some of your personal data. Furthermore, using of the website leads to gaining, preservation and processing of additional data which we have access to. **By entering your personal data and by using the website you are granting the consent with processing and gathering of your personal data in the further stated range and for further stated purposes**, until you make a statement of disagreement with such processing of your personal data.

Your personal data protection is very important to us. Therefore we deal with your personal data in accordance with the laws of the Czech Republic, particularly with Act no. 101/2000 Sb., on the Personal Data Protection, as amended (hereinafter referred to as “**PDP Act**”).

1.1. What are the personal and other data?

Personal data are the data which you are voluntarily providing us when completing your purchase order or the registration. Personal data means any and all information that identifies or can identify a specific person. Personal data are particularly, but not exclusively, name, surname, photography, date of birth, e-mail address, home address or telephone number.

Other data which we automatically obtain in connection with using of the website are IP address, browser and device type, type of operating system, time and number of accesses on the website, information gained via cookie files and other similar information. **Please note that we can obtain the other data without registration and regardless of whether you shop on the website or not.**

1.2. How do we use personal and other data?

We provide you mainly with an access to your account and the easiest way of using of the website through the personal and the other data.

Furthermore, we use the data for communication regarding administration of your account and user support. Data can be used also for improvement of our services, including the use of an analysis of behaviour of users of the website.

The data can be used for business and marketing purposes, i.e. maintaining of the database of users of the website and offering goods and services for an indefinite period of time. By sending a purchase order or by registration you are granting a consent with receiving commercial communications by all electronic means.

The consent with receiving the commercial communications and an electronic mail for the purpose of direct marketing can be withdrawn at any time by sending an e-mail to our contact e-mail address.

1.3. How do we administer and process your personal data?

Our company is the administrator of the personal data in the meaning of PDP Act and is registered at The Office for Personal Data Protection under the registration number 00067741.

We may authorise a third party with processing your personal and other data as a processor.

Obtained personal and other data are fully protected against the abuse.

Personal data will be processed for an indefinite time period. Personal data will be processed automatically in an electronic form or non-automatically in a printed form.

1.4. To whom do we transmit your personal data?

We do not transmit your personal data to any other person with the exception of carriers and persons involved in the provision of the services. Such persons are provided with your personal data in the minimum extent necessary for the provision of the services.

1.5. What rights do you have in connection with the personal data?

You have the right to access your personal data and the right to information about their processing (information about the purpose of the processing, information about the sources of the data and information about the recipient). You will be provided with such information upon your request without undue delay. You also have the right to correction of your personal data and other legal rights related to the data.

We will remove your personal data from our database upon your written request.

Should you believe that our company or the administrator performs the processing of your personal data contrary to law, you can:

- Ask us or the administrator for an explanation;
- Ask us or the administrator to remedy such situation. In particular it may be blocking, correction, supplementing or liquidation of the personal data.

When protecting your personal data, we will accommodate your needs the most. However, if you are not satisfied with the arrangement, you have the right to contact relevant authorities, particularly The Office for Personal Data Protection (česky: Úřad pro

ochranu osobních údajů). This provision does not affect your right to contact with your incentive directly The Office for Personal Data Protection.

We may require a reasonable compensation not exceeding the necessary costs for providing the information about processing of your personal data.

Supervision of personal data protection is carried out by The Office for Personal Data Protection (<http://www.uoou.cz>).

We, as well as potential processors, are seated in the Czech Republic.

2. Google Analytics and cookie files

The website uses so-called "cookies" for its operation. The website also uses the Google Analytics service and potentially other services provided by Google, Inc. (hereinafter referred to as "Google"). These services use so-called "cookies" files.

2.1. What are cookies and how do you express your consent with their use?

Cookies are text files saved in a computer or other electronic device of every visitor of the website which allow an analysis of a manner of using the website.

By giving your consent on the website you agree with the use of cookies files and also with processing of your data by Google and our company in the manner and for purposes stated on the website.

2.2. Can you prevent saving the cookies files in your computer?

You can reject using the cookies files by appropriate setting in your internet browser.

Please note that when rejecting the use of the cookies files, we cannot guarantee that you will be able to use all the functions of the website.

2.3. How does Google use data from the cookies?

If you are interested in how Google uses the data provided by us, you can find this information by clicking on the following link: **How Google uses data when you use our partners' sites or apps.**

3. Copyright protection

The content placed on the website (texts, photographs, images, logos etc.), including the software and these Terms, is protected by our copyright and may be protected by other rights of other persons. You are forbidden to modify, copy, reproduce, distribute nor use for any purpose without the consent of our company or a copyright holder. In particular it is forbidden to make available any photos and texts placed on the website either paid or free of charge.

The names and designations of products, goods, services, firm and company names can be registered trademarks of their respective owners.

3.1. How we will proceed when violation of copyright occurs?

In case of failure to observe the above stated prohibitions we will proceed in accordance with the Act no. 121/2000 Sb., the Copyright Act, as amended.

Our company as the copyright holder has especially the right to seek, to refrain from interference in our copyright and require the removal of an unauthorized copies of the protected content.

We also have the right to seek an adequate compensation for caused harm.

4. Other relationships associated with the use of the website

- 4.1. Please note that by clicking on certain links on the website you may exit the website and be redirected to websites of third parties.**
- 4.2. We are not responsible for errors originating due to interference of third persons into the website or due to its use contrary to its purpose. While using the website you cannot use any mechanisms, software, scripts or other processes which could have a negative impact on its operation, i.e. mainly interfere with the function of the system or unreasonably burden the system; further you cannot exercise any activity, which could allow you or a third person to unlawfully interfere or unlawfully use the software or any other parts constituting the website and to use the website or its parts or the software in a way, that would be contrary to its designation or its purpose.
- 4.3. We cannot guarantee an uninterrupted access to the website nor safety and security of the website. We are not responsible for any damage caused when accessing and using the website, including any damages incurred within downloading any data published on the website, a damage caused by disruptions of operation and malfunction of the website, by computer viruses, a damage due to loss of the data, income or unauthorized access to transmissions and data.
- 4.4. If you commit any illegal or unethical behaviour during the use of the website, we are entitled to restrict, suspend or terminate your access to the website without any compensation. In this case you are obliged to pay our company a damage, which was proved to be incurred due to your acts under this paragraph, in full amount.

The Terms of Use of the Website are valid and effective as of 1. September 2016