

1. Introductory Provisions

- 1.1 Zásilkovna s.r.o., seated at Českomoravská 2408/1a, Libeň, 190 00 Praha 9, identification No. 28408306, entered in the Companies Register kept by the Municipal Court in Prague, File No.: C 139387 (hereinafter referred to as "**Zásilkovna**") issues the following terms and conditions (hereinafter referred to as the "**GTCs**") of using the Zásilkovna Mobile App (hereinafter referred to as the "**Zásilkovna Mobile App**").
- 1.2 These GTCs govern the contractual relationship between Zásilkovna and the user of the Zásilkovna Mobile App.
- 1.3 The Zásilkovna Mobile App is a software tool for submitting Shipments, quickly and easily informing the Sender and the Recipient about the status of the Shipment, providing information about the location of individual handover places and the location of individual shipping locations taking into account the location of the Sender and of the Recipient, tracking the shipments. The Zásilkovna Mobile App makes it possible to hand over the Submission Code of the Shipment and the password to take over a Shipment and pass information in the form of notifications (hereinafter referred to as the "**Functionalities**").
- 1.4 The Zásilkovna Mobile App is intended for devices with Android 5 and higher or iOS 11 and higher.
- 1.5 The Zásilkovna Mobile App is a copyrighted work in the sense of the Copyright Act and the exercise of all property rights to the Zásilkovna Mobile App belongs to Zásilkovna.
- 1.6 The operator of the Zásilkovna Mobile App is Zásilkovna.
- 1.7 A user using the Functionalities of the Zásilkovna Mobile App can be both the Sender and the Recipient (hereinafter referred to as the "**User**").
- 1.8 The Zásilkovna Zásilkovna Mobile App is accessible by downloading from the AppStore, or from Google Play and/or in other ways decided by Zásilkovna.

2. Entering Into a Contract for the Use of the Zásilkovna Mobile App

- 2.1 Registration of the User in the Zásilkovna Mobile App means acceptance of the offer to enter into a license contract for the use of the Zásilkovna Mobile App. By concluding the contract, the User expresses his/her consent to these GTCs.

3. Use of the Zásilkovna Mobile App, Rights and Obligations of the Parties

- 3.1 Zásilkovna grants the User a non-exclusive license to use the Zásilkovna Mobile App to the extent and under the conditions specified in the user environment of the Zásilkovna Mobile App.
- 3.2 Zásilkovna is entitled to disable the user account of the User after the expiration of the license period.
- 3.3 The User may not set up more than one user account.
- 3.4 The User has no right to sublicense the use of the Zásilkovna Mobile App to a third party.
- 3.5 Zásilkovna has the right to change the Zásilkovna Mobile App (or a part thereof) at any time; in the event of a breach of the contract, the GTCs or legal regulations by the User, Zásilkovna has the right to make the Zásilkovna Mobile App inaccessible for the User.
- 3.6 The User may discontinue using the Zásilkovna Mobile App at any time by simply uninstalling the Zásilkovna Mobile App from the device to which the application



is downloaded. The User is not entitled to any compensation from Zásilkovna in connection with the use and/or uninstallation of the application.

- 3.7 The User has the right to use the Zásilkovna Mobile App under these GTCs in the current version available in AppStore or Google Play. The User agrees not to interfere with nor to obstruct updates.
- 3.8 When using the Zásilkovna Mobile App, the User undertakes to act so that no one is harmed.
- 3.9 Zásilkovna and the User hereby represent and make it indisputable that the Zásilkovna Mobile App meets the conditions of s. 562(2) of Act No. 89/2012 Coll., the Civil Code, i.e. that data records in the Zásilkovna Mobile App and its database (being an electronic system) are reliable and are performed systematically and sequentially and are protected against change.

4. Principles of Personal Data Protection

- 4.1 The company **Zásilkovna** (hereinafter also referred to as the "**Controller**") processes the following personal data of Users within the scope of its activities within the meaning of Regulation (EU) No. 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "**Regulation**"):

- In the case of natural persons: name and surname; e-mail address; telephone number; bank account number;
- In the case of companies: name and surname of contact persons; telephone number of contact persons; e-mail address of contact persons; corporate name; web address of the store; corporate e-mail address; billing address; identification No., tax identification No.; bank account number.

- 4.2 The above personal data must be processed for the purpose of identifying the parties and performance under the Contract, as well as for the purpose of archiving the Contract and the future exercise (if any) and defense of the rights and obligations of the parties.

Such processing is allowed by:

- Article 6(1)(b) of the Regulation - processing necessary for the performance of the contract, a
- Article 6(1)(f) of the Regulation - processing necessary for the purposes of the legitimate interests of the controller or a third party.

We also use personal data to provide Users with relevant content, i.e. content that is of interest to them. Based on a legitimate interest, we thus process personal data in this way, mainly automatically and using cookies. For the same legal reason, we may send e-mail and SMS messages to Users as they are our customers. The processing of personal data on this legal basis also takes place during monitoring carried out by means of cameras at our individual establishments.

For the purposes of sending business-related messages (e-mail marketing) and telemarketing, we process personal data on the basis of consent. If you do not give us your consent and you are a User, then we can send you a marketing message (or call you as part of telemarketing) even without your consent. In any case, you can simply prohibit such marketing communication by us by sending an e-mail to privacy@zasilkovna.cz or by clicking on the link in the marketing message - unsubscribe. If you give us your consent to the processing of your personal data, you can revoke it at any time, see below.



Recipients using the Zásilkovna Mobile App hereby grant their consent to Zásilkovna that they be informed of the possibility of collecting their Shipment via Zásilkovna Mobile App.

4.3 Personal data of the Users is processed by Zásilkovna for the following reasons:

- Provision of services: primarily, Zásilkovna processes your personal data in order to properly process and deliver your Shipment. If any problems arise, your personal data mean that Zásilkovna knows who to contact;
- Customer care: if you contact us with a question / problem, we must process your data to be able to answer your question / solve your problem. In certain cases, your personal data may also be passed on to third parties (e.g. carriers);
- User account: the personal data you provide to us in your user profile allow us to grant you access to a number of useful functionalities;
- Marketing activity: e-mail marketing: we send you business-related messages by e-mail based on legitimate interest. You can easily unsubscribe the business-related messages, see below. We make marketing calls in order to offer our services and communicate related marketing messages. The legal basis for processing your phone number is either your consent or at least our legitimate interest in conventional direct marketing;
- Improving our services: we can offer more relevant service offerings having access to your order history and web behavior;
- Customer service reviews: after you purchase services from us, you may be asked to rate them. Ratings can also be entered on your own initiative;
- Customer service: if you contact us via our customer service department, we may record your phone call after notifying you of the same. Such records are used by us to check the quality of services provided by our employees;
- Enforcement of rights and legal claims and inspections by public authorities: We may also process your personal data because we need the data to exercise our rights and legal claims (e.g. types of in the event that you have an outstanding claim against us). We may also process your personal data because we need them for the purposes of inspections carried out by public authorities and for other similarly serious reasons.

4.4 When you visit the Zásilkovna website, we may collect certain information, such as IP address, date and time of access to the website, information about the Internet browser, operating system or language settings. The website may also process information about people's behavior on their website, i.e. what links on the website they visit and what services are displayed to them. However, information on the behavior of persons on the website is anonymized to maximize privacy of persons, and therefore Zásilkovna cannot assign them to a specific user, i.e. to a specific person.

If a User accesses the website from a mobile phone or similar device or through one of the mobile applications, Zásilkovna can also process information about the mobile device (data about the mobile phone, records of application failure (if any), etc.). Cookies are also processed automatically.

4.5 If a person accesses the Zásilkovna website from a phone, tablet or similar device, Zásilkovna optimizes website for these devices. In this case, personal data is processed in a similar way as when accessed from a computer.

The precondition for using the services under these GTCs is a download of the Zásilkovna Mobile App.

If a person allows the Zásilkovna Mobile App to use location data, the locations of their device may also be used to provide them with greater user convenience and more relevant service offerings (for example, displaying the nearest Handover Point). The data collected in this way can also be used by Zásilkovna to send the User a tailor-made marketing message. If the User does not wish to receive such messages, they can easily unsubscribe from receipt of business-related messages completely.



- 4.6 Personal data will be processed by Zásilkovna for the above purpose for the duration of the contractual relationship and for a period of 10 years from the termination of the contractual relationship, unless another legal regulation requires the retention of contractual documentation for a longer period.
- 4.7 According to the Regulation, Users have the right to:
- request information from Zásilkovna on what personal data of Users it processes,
 - request access to such data from Zásilkovna and have it updated or corrected, or request restrictions to processing,
 - request the deletion of personal data by Zásilkovna; such deletion will be performed by Zásilkovna if it is not contrary to the law or against the legitimate interests of Zásilkovna,
 - effective judicial remedy if the User considers that their rights under the Regulation have been violated as a result of data processing in violation of the Regulation,
 - data portability,
 - request a copy of the personal data processed,
 - file a complaint with the Office for Personal Data Protection,
 - object to the processing on the grounds of the legitimate interest of Zásilkovna.

5. Final Provisions

- 5.1 Zásilkovna shall be entitled to modify or supplement these GTCs to a reasonable extent, mainly due to changes in legislation, technological changes affecting the functioning of the Zásilkovna Mobile App or dealing with data or personal information of the User, but also because of extensions or amendments to the Zásilkovna Mobile App, or introduction of new services by Zásilkovna.
- 5.2 The contractual relationship under these GTCs as well as claims arising hereunder are governed by Czech law, in particular by the Civil Code and by the Copyright Act.