



This website is the property of Peaches IBK, z.s., ID: 06269354, with registered office at Vranov 252, 664 32, Vranov , Czech Republic, hereinafter referred to as COMPANY. The COMPANY welcomes you and invites you to read carefully the General Terms and Conditions of Use of this website (hereinafter referred to as the "General Terms and Conditions of U s e "), which describe the conditions for browsing the website under the provisions of current C z e c h law. A s the COMPANY may modify these Terms in the future, it is recommended that you consult the Terms from time to time to ensure that any changes made are adhered to.

In order to ensure that the Website is used in accordance with the criteria of transparency, clarity and simplicity, the COMPANY informs users that any suggestions, doubts or questions regarding the General Terms of Use will be accepted and resolved by contacting the COMPANY at the following e-mail address: info@peacheskemp.cz.

1. Intent

The COMPANY provides the content and services available on this website in accordance with these General Terms of Use and the rules of personal data processing. Access to and all use of this website confers the status of "User" and implies unconditional acceptance of each and every term of these General Terms of Use. COMPANY reserves the right to change these terms and conditions at any time. Each user is responsible for reading these applicable General Terms of Use each time he or she enters this website. If he/she does not agree to any of the terms and conditions contained herein, he/she should refrain from using this website.

By using the website, the user confirms that he/she accepts the General Terms of Use and he understands them.

Users are further informed that on certain occasions, special conditions may be set for the use of specific content and/or services. Use of such content or services requires acceptance of the specific terms and conditions set out in this document.

2. Services

Through the Website, the COMPANY provides users with the ability to access: information about the COMPANY, its contacts, products and services, prices, business offers, location, a contact section for submitting inquiries by providing your personal information, and access to links to social media networks (the "Services").

3. Obligation and responsibility of the website user

User agrees that:

Uses the website and its content and services in an appropriate and lawful manner in accordance with:

- the legislation in force at the time;
- general terms and conditions of use of the website;
- moral standards and generally accepted best practices and public policy.

It will use the necessary technical means and equipment to access the website. It will provide truthful information when filling in the personal data forms contained on the website and will always update them to reflect the user's actual situation. Users are solely responsible for any incorrect or inaccurate statements they make and are liable for any damage caused to the COMPANY or third parties by the information they provide.

In view of the provisions of the preceding paragraph, users must continue to abstain:

- Use the Website and/or its content fraudulently or unauthorisedly for any unlawful purpose or effect that is prohibited by these General Terms of Use and that could harm the rights and interests of third parties or that could in any way damage, unnecessarily overburden or prevent the normal use of the Services or documents, files and any content stored on any computer device.
- Accessing or attempting to access restricted resources or areas of the website without meeting the conditions required for such access.
- Cause physical damage or damage to the logical systems of the COMPANY's website or sites belonging to its providers or third parties.
- Spread or promote computer viruses or other physical or logical systems on the Internet that could cause damage to the physical or logical systems of COMPANY, its providers or third parties.
- Attempt to access, use and/or manipulate information belonging to COMPANY, third party providers and other users.
- Reproduce or copy, distribute, make available to the public by any form of public communication, alter or modify the content, unless authorized by the holder of the relevant rights, or unless permitted by law.

- Remove, hide or tamper with any intellectual or industrial property rights notices and other information identifying COMPANY or third party rights that form part of the Content, and any technical protection devices or information mechanisms that may be named in the Content.
- Obtain or attempt to obtain Content using procedures or processes other than those available for that purpose, as the case may be, or which have been expressly set out on the Website in the context of the Content or processes generally available and customarily used on the Internet to avoid the risk of damage to or inability to use the Website and/or its Content.
- In particular, by way of example and without limitation, the User agrees not to provide, distribute or make available to third parties any information, data, content, messages, graphics, drawings, sound and/or image files, photographs, recordings, software and, in general, any material that:
 - could in some sense be contradictory, show a lack of respect or violate fundamental public rights and freedoms recognized by the Constitution, international treaties and all other applicable laws,
 - incites or encourages criminal, heinous, abusive or violent acts or is generally contrary to law, moral standards, generally accepted best practices or public policy,
 - encourages or supports discriminatory conduct, attitudes or ideas based on sex, race, religion, creed, age or status,
 - includes, makes available or allows access to criminal, violent, offensive, harmful, degrading products, features, messages and/or services or those that are generally contrary to law, moral standards and generally accepted best practices or public policy,
 - encourages or may encourage an unacceptable state of anxiety or fear,
 - Encourages or supports people to engage in practices that are dangerous, risky or harmful to health and mental well-being,
 - is protected by law with respect to the protection of intellectual or industrial property owned by the COMPANY or third parties without authorization for authorized use,

- is in violation of honor, personal and family protection or rights to personal rights,
- represents any form of publicity,
- contains viruses or programs that interfere with normal web pages.

If a password is provided that allows users to access the services and/or content of the website, they are obliged to use it carefully and keep it confidential. Consequently, users are responsible for their reasonable care and confidentiality and undertake not to disclose them to others, either temporarily or permanently, and not to allow others to access the aforementioned services and/or content. Similarly, they inform the COMPANY of any action that could lead to unauthorized use of the password, such as theft, loss, unauthorized access or otherwise, so that the password can be immediately revoked. Until such time as the above notification is sent, COMPANY shall be exempt from any liability arising from unauthorized use of the password and the User shall be liable for any unlawful use of the content and/or services of the Website by unauthorized third parties.

In the event of a User's negligent or willful breach of the obligations set forth in these General Terms of Use, such User shall be liable for all damages and losses caused to COMPANY by such breach.

4. Responsibility

- o COMPANY cannot guarantee uninterrupted access to or correct display, download or use of the features and information contained on the pages of the Website caused by difficulties or interruptions due to factors or circumstances beyond its control.
- o COMPANY is not responsible for decisions made as a result of access to the content or information provided.
- o The COMPANY may suspend the service or immediately terminate the relationship with the User if it finds that his website or any other service offered by him has been used in a way that is contrary to these General Terms of Use. COMPANY disclaims all liability for damages, losses, claims or expenses arising from the use of the website. It is the responsibility of the User to remove any content that may cause such damage as soon as possible, in all cases in this regard, after notification. In particular, the Company shall not be liable for damages caused by, among other things:
- interference, interruptions, failures, omissions, telephone failures, delays, blockages or disconnections that affect operation

of the electronic system due to malfunctions, overloads and errors in telecommunication lines and networks, or due to any causes beyond the control of the COMPANY,

- unlawful interference caused by the use of malware and any communication channel such as computer viruses or other similar elements,
- misuse or inappropriate use of the website due to security or browsing errors due to browser malfunction or use of older browser versions. COMPANY management reserves the right to withdraw all or part of the content or information contained on the website.
- The COMPANY disclaims all liability for damages that may be caused by the improper use of services freely available and used by Users of the Website. Furthermore, the COMPANY disclaims all liability for the content and information obtained as a result of data forms that are provided solely for the purpose of answering queries. Furthermore, in the event of injury and damage caused as a result of unauthorized or improper use of these services, the
 - COMPANY to bring an action against the User for injury or damage.
- It is necessary to defend and hold COMPANY harmless, indemnify and hold it harmless from any damages or injury resulting from claims, actions or lawsuits brought against third parties as a result of your use of the Website. In addition, the USER agrees to indemnify the COMPANY for any damages or losses resulting from the use of "bots", "spiders", "crawlers" or similar tools to obtain or extract data or for any other actions that make an unreasonable burden with respect to the operation of the website.

5. Industrial and intellectual property

The User acknowledges and agrees that all content displayed on the Website - in particular designs, texts, images, logos, icons, buttons, software, trade names, trademarks and all other marks including distinctive signs for industrial and/or commercial purposes are subject to Intellectual Property Rights and all industrial and intellectual property rights relating to the content and/or other elements stored on the Website are the exclusive property of the COMPANY and/or third parties having the exclusive right to use them in the course of business. In view of the above, the User undertakes not to reproduce, copy,

distribute, offer or otherwise publicly communicate, transform or modify such content, and will comply with the rules of SOCIETY against any claims arising from a breach of these obligations. In no event shall access to the Website constitute any kind of waiver, assignment, license modification, full or partial grant of these rights, unless expressly stated otherwise. These general terms and conditions of use of the website do not grant the user any other right to use, modify, exploit, reproduce, distribute or publish the website and/or its contents, except as provided herein. Any other use or exploitation of rights is subject to the prior express authorization of COMPANY or a third party expressly authorized for such purpose.

The content, text, photographs, designs, logos, images, computer programs, source code and in general all intellectual creations on this website and on the website as a whole are protected by copyright under intellectual property legislation as multimedia works of art. The COMPANY is the owner of the elements forming part of the graphic design of the website, menus, browsing controls, HTML codes, texts, images, graphic elements and all other content of the website or, in all cases, is the holder of the respective authorization to use these elements. The content of the Website may not be copied in whole or in part, transmitted or recorded by means of an information retrieval system in any form or medium without the prior written consent of COMPANY.

Furthermore, it is prohibited to remove, exclude and/or tamper with the "copyright" and technical protection devices or any information mechanisms that are mentioned in the content. Users of this website agree to respect the aforementioned rights and to exclude any activity that could harm them. In any case, COMPANY has the right to take all legal actions and activities to protect its legal rights of intellectual and industrial property.

6. Data processing and protection

To use any of the services, Users first provide their personal information. In this regard, the COMPANY processes such personal data that complies with the applicable data protection legislation and implementing legislation.

The owner of this website is Peaches IBK, z.s., ID: 06269354, with registered office at Vranov 252, 664 32, Vranov , Czech Republic, hereinafter referred to as COMPANY.

The COMPANY guarantees the Users the protection of all personal data they publish on the Website and informs them, in accordance with the terms of the applicable data protection legislation and implementing legislation, that:

- all personal data provided to the COMPANY is processed by the COMPANY in accordance with the applicable laws and regulations implementing them and is stored in an internal database created and maintained under the responsibility of the COMPANY.
- The data are collected for the following purposes: To ensure the correct provision of requested services or products:

– for managing, studying and resolving queries and
– for sending advertising and business correspondence via e-mail concerning
COMPANY, its activities, products, services, documents of various nature.

- Adequate security measures have been applied in the collection and processing of personal data to prevent the loss, unauthorised access or manipulation of such personal data in accordance with applicable laws and regulations implementing them.
- The COMPANY undertakes to provide the User with any confidential information to which it has access, if the User requests it. In no case shall COMPANY process personal data provided by the User to provide any services other than those described in Section 6, paragraph b) of this document.
- Users represent that they are over 16 years of age and therefore legally competent to consent to the processing of their personal data in accordance with the terms of this Privacy Policy.
- Users may exercise their rights of access, rectification and cancellation regarding their personal data and withdraw their consent for any of the above purposes at any time by sending a signed notice to the COMPANY's address above or by sending an email to info@peacheskemp.cz, clearly indicating their contact details and attaching a photocopy of the COMPANY's identification document/tax identification or any document serving as proof of their identity.
- Users consent to the processing of their personal data published on the COMPANY's website under the conditions set out below

Processed data

- Identification and contact details, which may include, in particular, your name, billing or delivery address, registration number, VAT number and telephone number. In the case of registration on the website, this data may also include a username and password. These data allow the unambiguous assignment of an order or other request to your person and contact with you.

Settings and preferences, which includes, but is not limited to, your newsletter settings, cookie settings, participation in contests or surveys.

- Web behaviour data, in particular information about the products displayed and the choices made, information about the device used, the system

or browser, IP address or location derived from it, including data obtained by using cookies.

- Data about the behaviour of the newsletter and other messages, in particular the time of reading, the device used and the choice made, if any.
- The information you provide when using our contacts, i.e. the information you provide through the contact forms on the website and when communicating with Peaches IBK staff by phone or otherwise.

Purpose of use of personal data

Peaches IBK uses your personal data only for the purposes for which it was collected, based on your consent or for another lawful reason.

Create a registration and manage your profile:

- If you wish to register for the affiliate section of the website you will be asked to provide your first name, last name, address and e-mail address. You will then be given access to your profile via a username and password. In this case, the processing of the data takes place on the basis of your request for access to the partner section as a fulfilment of the contract that is concluded with you by setting up a profile. Consent is not required for the processing. You may also receive e-mail or other communications in connection with the management of your profile, but these are not commercial communications. A profile cannot be set up without the provision of personal data.
 - For this purpose, Peaches IBK processes personal data for a period of the existence of a profile, which can be deleted at any time at your request.
- Newsletter, competitions and marketing surveys:
 - For sending the newsletter, Peaches IBK uses your e-mail address, which you enter in the appropriate window on the website, where you indicate and then from the sent e-mail to confirm your interest in receiving it. By doing so, you also consent to the processing of your personal data. Consent is voluntary and not giving it does not restrict the use of other functions of the website. You can withdraw your consent at any time by clicking through from the footer of each newsletter sent to you, or by using one of the Peaches IBK contacts listed in this policy.
 - Processing is only permitted for the duration of your consent. In order to keep the newsletter interesting for you, every 5 years Peaches IBK will check if you are still interested in receiving it.
- In the case of competitions and marketing surveys, Peaches IBK processes the personal data of only those persons who voluntarily express their interest in participating, thereby granting Peaches IBK consent to the processing of the identification and contact data they fill in when entering the competition.

– Processing is only possible for the duration of your consent or until evaluation of the competition and the marketing survey.

Offer of related products

- In the case of current or former customers, Peaches IBK may send commercial communications to you without your consent in pursuit of its legitimate interest in the form of direct marketing.
- These commercial communications contain a presentation of related products that you have ordered or purchased from Peaches IBK in the past.
- You may unsubscribe from receiving these commercial communications at any time by clicking through from the footer of any such communication sent by email, or you may object to such processing by contacting us using the contact details set out in this policy. Such objection will result in the termination of the receipt of commercial communications.
- The processing of personal data lasts for a maximum of 5 years from the end of the of the business relationship between the customer and Peaches IBK, typically from the moment of full payment by the customer for the delivered product.

Customer references:

- By special arrangement between you and Peaches IBK, information about your experience with Peaches IBK products, including your comments or photographs of Peaches IBK products placed on your premises, may only be published with your consent.
- The exact scope of the information to be published and other conditions are with Peaches IBK agreed individually.
- Information may be published in particular on the Peaches IBK website, Peaches IBK social media profiles or other media.
- The processing of the personal data contained in the references only takes until the consent is withdrawn, or for such period as you and Peaches IBK agree.

Cookies and website content improvement

- When you visit the Peaches IBK website, small cookies may be placed on your device and subsequently read. The website uses its own and third-party cookies to ensure a user-friendly website experience, to improve the presentation

products, customizing and facilitating search and customization pages based on the preferences and behaviour of their visitors.

- The use of cookies is based on a legitimate interest in improving the quality of the Peaches IBK website, i.e. without consent, in accordance with the terms set out below.
- In addition to the information obtained via cookies, Peaches IBK may associate additional data, in particular about your behaviour on the website, the use of the device, system or browser.

Further processing of personal data

Beyond these purposes and periods, Peaches IBK may only process personal data in accordance with the law, for example for the purposes of its legitimate interests or to comply with a statutory obligation, in particular in the context of accounting or tax regulations.

Unsubscribe from newsletters and other commercial communications

- If you are no longer interested in receiving the newsletter or other commercial communications, you can cancel them by clicking on the footer of the respective email, after which you will be unsubscribed from receiving commercial communications.
- You can also withdraw your consent (for newsletters) or object to the processing of your contact details (for other commercial communications) by simply contacting one of the contacts listed in this policy. This communication does not require any special form.

Persons processing personal data

In the first place, personal data is processed by Peaches IBK and its employees for all the purposes mentioned above, where Peaches IBK acts as a controller. All persons at Peaches IBK are required to observe an obligation of confidentiality regarding personal data of which they become aware.

Peaches IBK may also transfer personal data to entities that are in the position of controller or processor. These entities include, in particular:

- digital and PR, HR agencies;
- external partners providing the content part of Peaches IBK communication, especially bloggers and copywriters;
- companies responsible for the implementation and management of trade fairs and exhibitions;

- suppliers and producers of tangible or intangible works (graphics and software) for the purpose of marketing communication of the Peaches IBK brand;
- entities providing media (TV, radio) and non-media (online, sms, mailings, competitions, advertising, press, sponsorship) Peaches IBK brand communication.

User rights

You may contact Peaches IBK at any time in connection with the processing of personal data through the contacts listed in this policy and exercise the following rights:

The right to information regarding the processing of personal data:

If you have any questions about the processing of your personal data and you do not find the relevant information in this policy, Peaches IBK will provide you with an explanation or any additional information.

Access to personal data

When exercising the right of access, Peaches IBK will provide you with information on what data it processes, for what purpose and for how long, where the personal data is collected and other information on the handling of this data or the rights you can exercise with Peaches IBK.

Right to rectification of personal data

If you discover that personal data is being processed in an inaccurate form or is incomplete, Peaches IBK will make the appropriate corrections or additions.

Right to erasure of personal data

- If the conditions are met, you have the right to have your personal data erased. Peaches IBK will proceed to erasure if the personal data is no longer needed for the purposes for which it is processed, or if you withdraw your consent to the processing of personal data or object to its processing on the grounds of legitimate interest and the data cannot be processed by Peaches IBK on any other grounds.
- Personal data will also be deleted if it is confirmed that Peaches IBK processes personal data in violation of legal regulations.
- Upon exercising this right, Peaches IBK will first determine whether the the conditions for the deletion of personal data are met and, where appropriate, your data is completely or partially destroyed.

Right to limited processing

- If the conditions are met, it is also possible to request a restriction on the processing of personal data.
- IBK will restrict the processing of Peaches IBK if the accuracy of the personal data is denied, the processing is carried out without a proper legal reason,

the processing of personal data is not necessary for the stated purposes, or where an objection to the processing of personal data is raised.

- The restriction on the processing of personal data is usually temporary and lasts until until Peaches IBK determines the conditions for their further processing or proceeds to their deletion.

Right to portability

- You may request the transfer of personal data from Peaches IBK in respect of personal data that you have provided to Peaches IBK and that is processed automatically on the basis of your consent or on the basis of the performance of a contract.
- When exercising this right, Peaches IBK will transfer your personal data in the usual the format you use to you or to another administrator according to your wishes.

Right to object to processing

- Where personal data is processed on the basis of a legitimate interest of Peaches IBK, you have the right to object to such processing.
- Unless there is a compelling reason on the part of Peaches IBK for further processing, the processing will be terminated on the basis of legitimate interest.

Right to lodge a complaint

- If you believe that Peaches IBK is processing personal data in violation of your right to protection of your private or personal life, you can always request Peaches IBK to explain and remedy the situation.
- You also have the option of taking your complaint to the Office for data protection.

You may exercise all rights by contacting the contacts listed in this rules.

Security of personal data

- Peaches IBK cares about the security of your data.
- The handling of personal data is carried out in full compliance with applicable laws, including the General Data Protection Regulation (GDPR).
- When processing personal data, Peaches IBK places great emphasis on the technical and organizational security of the processed data.
- Personal data are normally stored in databases and systems to which only those persons who have an immediate need to handle the personal data for the purposes set out in this policy have access, and

only to the extent necessary.

- The security of personal data is tested by Peaches IBK and protection is continuously improved.
- EFFECTIVE 1 January 2020
- LAST UPDATE 1 January 2020

7. Links

The User agrees not to reproduce the COMPANY website and any of its contents in any way, including the use of hyperlinks, without the express written consent of the COMPANY. The COMPANY's website contains links to other websites maintained by third parties to facilitate Users' access to information regarding corporate partners and/or sponsors. In view of the foregoing, COMPANY disclaims all responsibility for the content of these websites and will not be considered a guarantor and/or provider of such services and/or information provided to third parties through other links.

The user is granted a revocable, limited and non-exclusive right to create links to the home page of the website for private and non-commercial use only. Sites containing links to COMPANY's website (i) do not lead others to understand that COMPANY endorses the site or its services or products; (ii) do not misrepresent their relationship with COMPANY or represent that COMPANY has authorized such links and incorporates them into COMPANY's trademark, name, trade name, logo or other distinctive designations; (iii) does not include content that could be considered wrong, immoral, obscene, offensive, controversial, or promoting violence or discrimination based on sex, race or religion in violation of public policy or is unlawful; (iv) does not link to any page of the Website other than the Home Page; (v) creates a link to a web address without allowing the site that created the link to reproduce the web page as part of its site, in one of its "frames", or to create a "viewer" on any page of the web site. The COMPANY may at any time request that any links to the Website be removed, and immediately the User must remove them at their request. COMPANY may not review information, content, products or services provided by other sites that have established links to the Website.

Consequently, the COMPANY assumes no responsibility for aspects related to the following pages.

8. Duration and termination

The provision of the services on this website and all other services is in principle for an indefinite period of time. However, COMPANY may terminate or suspend any service of the Portal. Whenever possible, COMPANY will provide notice of termination or suspension of specific services.

9. Representations and warranties

In general, the content and services provided on this website are for informational purposes only. Accordingly, COMPANY makes no warranty or representation regarding the content and services offered on the Website, including warranties of legality, reliability, usefulness, reliability, accuracy, merchantability, etc., in providing such services, except to the extent that such warranty or representation cannot be excluded by law.

10. Higher Power

The COMPANY disclaims all liability in all cases where service cannot be provided due to extended power interruptions, telecommunication line breaks, social conflicts, strikes, riots, explosions, flooding, acts and omissions of government, and in general, any act of God or accidental occurrence.

11. Dispute resolution, applicable law and legal jurisdiction

These General Terms and Conditions of Use of this website are governed by Czech law. Any disputes will be resolved in accordance with Czech legislation.

In the event that any clause in these General Terms of Use should be held unenforceable, void by operation of law or as a result of a court or governmental decision, such unenforceability or invalidity shall not render these General Terms of Use unenforceable or void as a whole. In such cases, COMPANY will modify or replace the unenforceability clause with another valid, enforceable clause that achieves, to the greatest extent possible, the objective reflected in the original provision.

12. Contact details and information for sending CVs

In accordance with the terms of the applicable data protection legislation and the regulations implementing it, you are hereby informed that your personal data will be included in a file owned by Peaches IBK, z.s., company ID: 06269354, with registered office at Vranov 252, 664 32, Vranov , Czech Republic. The data will be used for the potential handling of data of persons who, on the basis of their profile and characteristics, are suitable candidates for inclusion in the employment and management process.



Jonáš Kůra,
Chairman