

## **PRIVACY POLICY**

**Last update: 27.1.2022**

### **1. INITIAL PROVISIONS**

- 1.1 This is Privacy Policy of strafos s.r.o., ID No. 07390955, with its registered office at Inovační 122, Hodkovice, 252 41 Zlatníky-Hodkovice, Czech Republic, maintained by the Municipal Court in Prague, section C, insert 300256 (“**Strafos**” or “**we**”), as operator and administrator of the Website and Application.
- 1.2 Please read how we collect, process and protect Your personal data (it means any information directly or indirectly identified or identifiable natural person) if You use our Website, Application and/or when purchasing our Services. This document provides important information about Your rights.
- 1.3 Capitalized words not defined in this Privacy Policy shall have the meaning described in the Terms and Conditions.

### **2. DATA WE MAY COLLECT FROM YOU**

- 2.1 We may collect, process and protect the following data:
  - a) Personal information that You provide by filling in forms on the Website and/or Application. This includes information provided at the time of creating Account and / or filling Billing Data. We may also ask You for Your personal information when You report a problem with the Website and/or Application.
  - b) If You contact us, we may keep a record of that correspondence.
  - c) If You telephone us, we may keep recordings of the call for training purposes.
  - d) We may also ask You to complete surveys that we use for research purposes in order to improve our Services, although You do not have to respond to them.
  - e) Details of Your visits to the Website and/or Application including, but not limited to, traffic data, location data, weblogs and other communication data.

### **3. PURPOSE OF DATA PROCESSING**

- 3.1 We use Your data in the following ways:
  - a) To register and grant You access to Your Account, to pay for the Services You subscribed for.
  - b) To ensure that the Services are presented in the most effective manner for You and for Your computer.
  - c) To provide You with information about Services that You request from us or which we feel may interest You, where You have consented to be contacted for such purposes.
  - d) To carry out our obligations arising from any Agreement entered into between You and Us.

- e) To allow You to participate in interactive features of our Website and/or Application, when You choose to do so.
- f) To send You newsletter for our marketing purposes which is our legitimate interest.
- g) To notify You about changes of the Services and/or Terms and Conditions.

#### **4. IP ADRESSES AND COOKIES**

4.1 For the purpose of analyzing Your visits to our Website and/or Application and using the Services, we also collect cookies (files stored locally on Your device). By enabling cookies in Your browser, You have expressed Your consent to our collection of cookies for this purpose. We use the following types of cookies:

- a) essential cookies, which are essential for the provision of access to our Website and/or Application;
- b) functionality cookies, which are crucial for the proper functioning of our Website and/or Application (if these cookies are disabled, our Website may not work properly);
- c) performance cookies, which do not identify You individually (until You enter Your identification details in any of our forms) but help us to personalize Your content in accordance with Your actions on our Website and/or Application; and
- d) targeting/advertising cookies, which help make advertisements more relevant to visitors of our Website and/or Application.

4.2 We also use Google Analytics and similar services that collect third-party cookies. The information about Your use of the Website and/or Application (including Your IP address) generated by the cookies will be transmitted to and stored by Google on servers in the United States and other countries. Google will use this information for the purpose of evaluating Your use of the Website and/or Application, compiling reports on Website and/or Application activity for Website and/or Application operators and providing other services relating to Website activity and internet usage. Google may also transfer this information to third parties where required to do so by law or where such third parties process the information on Google's behalf. Google will not associate Your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on Your browser, however, please note that if You do this You may not have full functionality of the Website and/or Application. By using our Website and/or Application, You consent to the processing of Your data by Google in the manner and for the purposes set out above. Please see further Google policies at the relevant Google website.

4.3 The collection of cookies may be stopped by resetting Your browser; however, if You turn off cookies, the functionality of our Website and/or Application may be limited (i.e. in the case of essential cookies You may not be able to access our Website and/or Application).

4.4 Our Website and/or Application and the communications generated from using the Website, Application and/or purchasing our Services, such as promotional emails, may contain electronic

images known as “web beacons”. Web beacons generally work in conjunction with cookies, and we may use them in the same way we use cookies (see above).

## **5. DIRECT MARKETING**

- 5.1 By clicking the “I agree” button that completes the registration process You agree that we may also use Your electronic contact details, which may be derived from Your past usage of the Website, or permit selected third parties to use this data, to contact You via electronic means (email, SMS) with information about Service and services. You may opt out of marketing communications by disabling this function via the unsubscribe link provided in each email You receive.

## **6. DATA SHARING**

- 6.1 By clicking the “I agree” button that completes the registration process on the Website, the Application or by placing the respective Services order to Strafos, You provide us with the express consent to share Your personal data to third parties such as

- a) our subsidiaries;
- b) hosting providers;
- c) advertising partners;
- d) partners providing services for the purpose of fulfilling the Agreement, such delivery and payment providers; and such parties will then act as processors of Your data (“**Processors**”).

Any such Processors will be available on our Website and the Application and You agree that the Processors shall obtain, collect, distribute, record, organize, adapt or alter, retrieve, consult, align, combine, transfer, use, store, block, destroy, and manage the cross-border flow of the personal data.

- 6.2 We may share Your data:

- a) In the event that we sell or buy any business or assets, in which case we may disclose Your personal data to the prospective seller or buyer of such business or assets.
- b) If Strafos or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- c) If we are under a duty to disclose or share Your personal data in order to comply with any legal obligation, or in order to enforce or apply our Terms and other agreements; or to protect the rights, property, or safety of Strafos, our Customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.
- d) If applicable legal regulations specifically allow personal data disclosure.

## **7. DATA STORING**

- 7.1 You agree that the data that we collect from You may be transferred to, and stored at, a destination outside the European Economic Area (“**EEA**”). It may also be processed by staff operating outside

the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of Your order, the processing of Your payment details and the provision of support services. By submitting Your personal data, You agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this privacy policy.

- 7.2 We only process and store Your personal data as long as it is necessary for the purposes above, or long enough to meet all legal requirements. After this time, we will delete or anonymize Your personal data. If we process Your personal data on the basis of a legitimate interest, the processing lasts for as long as our legitimate interest persists. Against the processing of Your personal data, which is based on our legitimate interest, You can dispute at any time.

## **8. SECURITY**

- 8.1 We are committed to storing Your data securely. Therefore, we have implemented adequate physical, technical and organizational measures and plans for protecting and securing data collected from You (which do not, however, deprive You of Your duty to take proper steps to secure Your data, particularly for the transmission of data). The aim is to eliminate unauthorized or unlawful processing of Your personal data or the accidental, unauthorized or unlawful accessing, use, transferring, processing, copying, transmitting, alteration, loss or damage of Your data. Despite all efforts to meet the rules set out in applicable legal regulations, it is not possible to ensure the security of Your data if it is transferred or transmitted in an unsecured way.
- 8.2 Where we have given You (or where You have chosen) a password which enables You to access certain parts of the Website and the Application, You are responsible for keeping this password confidential. We ask You not to share a password with anyone.
- 8.3 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect Your data, we cannot guarantee the security of Your data transmitted to the Website; any transmission is at Your own risk. Once we have received Your data, we will use strict procedures and security features to try to prevent unauthorized access.

## **9. YOUR RIGHTS**

- 9.1 Once logged in to Your Strafos account, You can edit the data You have. You can ask for Your data modification, or opt out of any marketing communication from us or from selected third parties by sending an email to support@strafos.aero.
- 9.2 You have the right to ask us not to process Your personal data for marketing purposes. By agreeing to this Privacy policy and Terms and Conditions You also agree with processing Your personal data for marketing purposes by us or any third party for such purposes. You can however exercise Your right to prevent such processing by sending an email to support@strafos.aero.
- 9.3 You have the right to access information held about You. Your right of access can be exercised in accordance with the applicable laws. However, where requests from You are manifestly unfounded, excessive or repetitive, we may either:

- a) charge a reasonable fee, considering the administrative costs of taking the actions requested;  
or
- b) refuse to act on the request.

9.4 If You feel that Your data has been processed unlawfully, contact us at [strasfos@strasfos.com](mailto:strasfos@strasfos.com) and we will undertake to resolve the problem. You have the right to lodge a complaint with the supervisory authority, the Office for Personal Data Protection of the Czech Republic. You can learn more on <https://www.uoou.cz/>

## **10. FINAL PROVISIONS**

- 10.1 The Website may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If You follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before You submit any personal data to these websites.
- 10.2 We process information about You in accordance with this Privacy Policy. By using our Website and / or the Application, You consent to such processing and You warrant that all data provided by You is accurate.
- 10.3 We reserve the right to amend this Privacy Policy at any time, and without prior consultation with You. We will notify the change at least 15 days before it becomes effective by displaying a notice in the Account or on the Website. If You do not agree to the change, You have the right to withdraw from the relevant contractual relationship established by the Terms and Conditions, effective as of the date on which the notified changes take effect, by delete Your Account. If You do not delete Your Account before the change becomes effective, You agree to the change.
- 10.4 This Privacy Policy is effective from 1. 2. 2022.