

GDPR - Declaration on the Protection of Personal Data and Electronic Data

Company: Glob@l Plus s.r.o.

Registered office: ul. Nazarbayeva, 127 , Taldykorgan Kazakhstan

Identification number (VAT): 190540001756

For the sale of goods through the online store located at: www.nanobalzam.cz

Declaration on the Protection of Personal Data and Electronic Data

Collected Information and Their Use

Access to the website www.nanobalsam.eu may be conditional upon the provision of certain personal data by the User

to the company Ainprard Czech Republic s.r.o., ID No.: 07117981 (hereinafter referred to as the "Operator"),

in accordance with Act No. 101/2000 Coll., on the Protection of Personal Data, and possibly other applicable laws.

In such a case, the Operator shall handle this data in accordance with applicable legal regulations.

Transfer of Personal Data

The Operator does not cooperate with companies providing various services.

The Operator does not sell, transfer, or disclose personal data to third parties.

However, the Operator reserves the right to use or disclose any information necessary to comply with legal requirements,

to protect the integrity of the network, to fulfill the User's request, or in the course of judicial or public interest investigations.

If the User wishes to correct personal data held by the Operator, they may request so via email at info@nanobalsam.eu

or by mail to the Operator's postal address.

Third-Party Codes

Our websites use codes from Google, which help us analyze visitor behavior.

Google Analytics

This website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google").

Google Analytics uses "cookies," which are text files placed on your computer to help analyze how users use the website.

The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information to evaluate your use of the website, to compile reports on website activity for website operators, and to provide 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 so, you may not be able to use the full functionality of this website.

By using this website, you consent to the processing of your data by Google in the manner and for the purposes set out above.

Detailed information on Google Analytics and data protection can be found at:

<http://www.google.com/intl/en/privacy/privacy-policy.html>.

If you wish to prevent tracking, you can install a browser add-on

(<http://tools.google.com/dlpage/gaoptout>).

Cookies

"Cookies" are pieces of information transferred from a website to the User's computer hard drive.

Cookies allow a website to remember important information that will make further use of the website easier for the User.

Like most websites, the Operator's websites also use cookies. Based on anonymous data objects, the Operator, for example, monitors the total number of visitors to these websites.

If the User does not wish to use cookies, or if they want their web browser to notify them about the use of cookies, they must select the appropriate option in their browser settings. If the User blocks all cookies, they may not be able to use certain features of these websites.

Files and User Content

Users may upload their own files to the Operator's websites. The Operator bears no responsibility for such user files.

It is strictly prohibited to upload files that violate copyright, any scripts that overload server performance, or attempt to breach server security, as well as files whose content violates the laws of the Czech Republic or harms the company's reputation.

It is also prohibited to upload files that are not actively used.

The Operator reserves the right to delete any suspicious files without prior warning.

Changes to the Privacy Policy

The Operator reserves the right to modify its privacy policy in any way and at any time.

The current version will always be available on these websites.

User Conduct

When using these websites, the User must not interfere with the security of the sites, use them to transmit harmful files, or attempt to gain access to non-public areas of the sites.

The User is also obliged to respect the Operator's copyright on these websites.

Liability and Jurisdiction

Any risks arising to the User from the use of these websites are entirely at the User's own responsibility, and the Operator assumes no liability for them.

All disputes arising in connection with the use of these websites shall be settled by the court with local jurisdiction in the Czech Republic and in accordance with the laws of the Czech Republic.

Any provisions of these terms that, for any reason, become unenforceable shall be deemed separable from the remaining provisions, and their validity and enforceability shall not be affected.

Personal Data Protection Rules

The manner in which the Operator handles the personal data of users of the website www.nanobalsam.eu is based on applicable legal regulations, particularly Act No. 101/2000 Coll., on the Protection of Personal Data (ZOOÚ).

- The reason for processing personal data is the performance of a contract (order), fulfillment of the controller's legal obligations, and the legitimate interest of the provider.
We need your personal data simply to process and deliver your order; otherwise, we could not send you anything, inform you about important details related to purchased products or services, or send you updates that are part of the products or services. Without this, our services could not function.
 - For the operation of the online service, we use web hosting and server hosting providers that have been verified for secure personal data processing, and we have entered into the appropriate agreement and confidentiality undertaking.
 - We may send information to your email regarding purchased products or related services, always no more than once per month, and you can unsubscribe from such communications at any time.
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Definitions of Certain Terms

- a) **Provider** – Glob@l Plus s.r.o., VAT (BIN): 190540001756, Legal Address: Taldykorgan, ul. Nazarbayeva, 127, Kazakhstan
- b) **Contract** – An order for products or services from the website/e-shop concluded electronically or by phone between the Operator and the User;
- c) **Inquiries and Requests** – Telephone and email inquiries and requests;
- d) **User** – A natural or legal person who has concluded a Contract or submitted an inquiry or request.

I. Protection of Personal Data

1.1 By submitting an order through the online form on the e-shop/website www.nanobalsam.eu, or by sending an inquiry or question, the User confirms that they are familiar with the conditions of personal data protection, that they express their consent with their wording, and that they fully accept them.

1.2 The Provider is the controller of users' personal data in accordance with Regulation (EU) 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 "GDPR").

The Provider undertakes to process personal data in compliance with applicable legal regulations, in particular the GDPR.

1.3 Personal data means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.4 When placing an order, making an inquiry, or sending a question, the personal data required for successful processing of the request (name, address, contact details) are necessary.

The purpose of processing personal data is to handle the user's order and to exercise the rights and obligations arising from the contractual relationship between the Provider and the User.

The purpose of personal data processing also includes sending commercial communications and carrying out other marketing activities.

The legal grounds for processing personal data are the performance of a contract pursuant to Article 6(1)(b) of the GDPR, compliance with the controller's legal obligation pursuant to Article 6(1)(c) of the GDPR, and the legitimate interest of the Provider pursuant to Article 6(1)(f) of the GDPR.

The legitimate interest of the Provider is the processing of personal data for handling requests, maintaining warranties, and, in case of consent, also for sending newsletters and for direct marketing purposes.

1.5 The Provider uses web hosting services for fulfilling requests. Subcontractors are verified for secure personal data processing.

The Provider and the web hosting subcontractor have entered into a data processing agreement under which the subcontractor is responsible for ensuring proper physical, hardware, and software perimeter security and, therefore, bears direct responsibility to the User for any leakage or breach of personal data.

1.6 The Provider stores the User's personal data for the period necessary to exercise rights and obligations arising from the contractual relationship between the Provider and the User and to enforce claims arising from such contractual relationships (for a period of 3 years after termination of the contractual relationship). After this period, the data will be deleted.

1.7 The User has the right to request from the Provider access to their personal data under Article 15 of the GDPR, rectification of personal data under Article 16 of the GDPR, or restriction of processing under Article 18 of the GDPR.

The User has the right to erasure of personal data under Article 17(1)(a), (c) to (f) of the GDPR.

Furthermore, the User has the right to object to processing under Article 21 of the GDPR and the right to data portability under Article 20 of the GDPR.

1.8 The User has the right to lodge a complaint with the Office for Personal Data Protection if they believe their right to personal data protection has been violated.

1.9 The User is not obliged to provide personal data. However, the provision of personal data is a necessary requirement for concluding and performing the contract, and without providing personal data it is not possible to conclude or fulfill the contract by the Provider.

1.10 The Provider does not engage in any automated individual decision-making within the meaning of Article 22 of the GDPR.

1.11 A person interested in using the Provider's services, by completing the registration form:

- 1. consents to the use of their personal data for the purpose of processing the request.

1.12 A person interested in using the Provider's services, by completing the registration form and checking the box "Yes, I wish to be added to the email list," also:

- 1. consents to the use of their personal data for the purpose of electronic delivery of newsletters, commercial communications, and direct product offers by the Provider, not more frequently than once per month; and at the same time
- 2. declares that the sending of information under point 1.12.1 is not considered unsolicited advertising within the meaning of Act No. 40/1995 Coll., as amended, since the User expressly agrees with the sending of information under point 1.11.1 in connection with Section 7 of Act No. 480/2004 Coll.;
- 3. The consent referred to in this paragraph may be withdrawn by the User at any time in writing.

1.13 The Provider uses so-called cookies within its presentation for the purpose of improving service quality, personalizing the offer, collecting anonymous data, and for analytical purposes. By using the website, the User agrees to the use of this technology.

II. Rights and Obligations Between the Controller and the Processor (Data Processing Agreement)

2.1 The Provider acts as the processor in relation to the personal data of the User's clients in accordance with Article 28 of the GDPR.

The User is the controller of such data.

2.2 These terms regulate the mutual rights and obligations related to the processing of personal data to which the Provider has gained access in connection with the performance of the license agreement concluded by acceptance of the general terms and conditions on <https://www.nanobalsam.eu> (hereinafter referred to as the "License Agreement") entered into with the User on the date the user account was created.

2.3 The Provider undertakes to process personal data for the User within the scope and for the purposes specified in Articles 2.4 – 2.7 of these terms.

The means of processing shall be automated.

Within this processing, the Provider shall collect, store, retain, block, and delete personal data.

The Provider is not authorized to process personal data in contradiction to or beyond the scope set out in these terms.

2.4 The Provider undertakes to process personal data for the User to the following extent:

1. ordinary personal data,
2. special categories of data pursuant to Article 9 of the GDPR, obtained by the User in connection with their own business activities.

2.5 The Provider undertakes to process personal data for the User for the purpose of providing software licensing under a license agreement.

2.6 Personal data may be processed only at the Provider's premises or the premises of its subcontractors pursuant to Article 2.8 of these terms, and only within the territory of the European Union.

2.7 The Provider undertakes to process personal data of the User's clients for the period necessary to exercise the rights and obligations arising from the contractual relationship between the Provider and the User and for the enforcement of claims arising from such contractual relationships (for a period of 3 years after the termination of the contractual relationship).

2.8 The User grants permission to involve a subcontractor as an additional processor pursuant to Article 28(2) of the GDPR, namely the application hosting provider.

The User further grants the Provider general permission to engage other personal data processors, however, the Provider must inform the User in writing about any intended changes regarding the addition or replacement of processors and give the User the opportunity to object to such changes.

The Provider must impose on its subcontractors acting as processors the same personal data protection obligations as are set forth in these terms.

2.9 The Provider undertakes to ensure that the processing of personal data will be secured in particular by the following means:

- 1. Personal data shall be processed in accordance with legal regulations and based on the User's instructions, i.e., for the performance of all activities necessary to provide the software license under the license agreement.
- 2. The Provider undertakes to ensure the technical and organizational protection of the processed personal data so that unauthorized or accidental access to data, alteration, destruction or loss, unauthorized transfer, other unauthorized processing, or misuse cannot occur, and that all obligations of the data processor under applicable legislation are continuously ensured during data processing.
- 3. The adopted technical and organizational measures correspond to the level of risk. The Provider shall ensure continuous confidentiality, integrity, availability, and resilience of processing systems and services and timely restore the availability of and access to personal data in the event of physical or technical incidents.
- 4. The Provider hereby declares that personal data protection is subject to its internal security regulations.
- 5. Access to personal data shall be granted only to authorized persons of the Provider and its subcontractors pursuant to Article 2.8 of these terms, who will have defined conditions and scope of data processing by the Provider, and each such person shall access personal data under their unique identifier.
- 6. Authorized persons of the Provider who process personal data under these terms are obliged to maintain confidentiality regarding personal data and security measures, the disclosure of which could jeopardize their protection. The Provider shall ensure that such persons are demonstrably bound by this obligation. The Provider shall ensure that this obligation continues to apply

to the Provider and its authorized persons even after termination of employment or any other relationship with the Provider.

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7. The Provider shall assist the User, through appropriate technical and organizational measures, where possible, in fulfilling the User's obligation to respond to requests to exercise the rights of data subjects as specified in the GDPR, as well as in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to the Provider.

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8. The Provider shall provide the User with all information necessary to demonstrate compliance with the obligations under this agreement and the GDPR and shall allow audits, including inspections, carried out by the User or another auditor authorized by the User.

2.10 The User undertakes to promptly report any circumstances known to them that could adversely affect the proper and timely fulfillment of obligations arising from these terms and to provide the Provider with the necessary cooperation for fulfilling these terms.

III. Final Provisions

3.1 These terms shall cease to be valid upon the expiration of the periods stated in Articles 1.6 and 2.7 of these terms.

3.2 The User agrees to these terms by checking the consent box through the online form. By doing so, the User declares that they have read these terms, agree with them, and fully accept them.

3.3 The Provider is entitled to amend these terms. The Provider shall promptly publish the new version of the terms on its website or send the new version to the User's email address.

3.4 Contact details of the Provider regarding matters related to these terms:
info@nanobalsam.eu

3.5 Relationships not expressly regulated by these terms are governed by the GDPR and the legal system of the Czech Republic, in particular by Act No. 89/2012 Coll., the Civil Code, as amended.

In Prague on March 19, 2025