Personal Data Protection Terms and Data Processing Agreement

In the case of processing of personal data based on the consent of data subjects for the purposes of sending commercial communications and for other direct marketing activities of the online merchant.

Personal Data Protection

1. IDENTITY AND CONTACT DETAILS OF THE CONTROLLER

    1.1. The controller of your personal data is Bohemiasoft s.r.o., with its registered office at Rudolfovská tř. 247/85, 37001 České Budějovice, Company ID No.: 28090403, registered in the Commercial Register maintained by the Regional Court in České Budějovice, Section C, Insert 16675 (hereinafter referred to as the “Controller”).

    1.2. The Controller’s contact details are as follows: delivery address Rudolfovská tř. 247/85, 37001 České Budějovice, e-mail address info@bohemiasoft.cz, telephone +420 776 766 412.

    1.3. The Controller has not appointed a Data Protection Officer.

2. LEGAL BASIS FOR THE PROCESSING OF PERSONAL DATA

    2.1. The legal basis for the processing of your personal data is your consent granted to the Controller pursuant to Article 6(1)(a) of 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 the “Regulation”).

3. PURPOSE OF THE PROCESSING OF PERSONAL DATA

    3.1. The purpose of processing your personal data is to send tax documents relating to the rental of the system, commercial communications and to carry out other marketing activities by the Controller towards you.

    3.2. The Controller does not carry out automated individual decision-making within the meaning of Article 22 of the Regulation.

4. RETENTION PERIOD OF PERSONAL DATA

4.1. The period for which your personal data will be stored by the Controller is 3 years, but no longer than until you withdraw your consent to the processing of personal data (for this purpose of processing).

5. OTHER RECIPIENTS OF PERSONAL DATA

5.1. Other recipients of your personal data will be Monekon s.r.o. (for the purpose of processing billing data), The Rocket Science Group (for the purpose of sending newsletters via the Mailchimp.com service), Unihost s.r.o. (server administrator), Casablanca INT (data centre operator) and OpenAI (AI LLM provider).

6. RIGHTS OF THE DATA SUBJECT

6.1. Under the conditions set out in the Regulation, you have the right to request access to your personal data from the Controller, the right to rectification or erasure of your personal data, or restriction of their processing, the right to object to the processing of your personal data, and the right to data portability.

6.2. You have the right to withdraw your consent to the processing of your personal data granted to the Controller at any time. However, this does not affect the lawfulness of the processing of your personal data prior to such withdrawal of consent. You may withdraw your consent to the processing of personal data by e-mail at info@bohemiasoft.cz.

6.3. If you believe that the processing of your personal data has infringed or is infringing the Regulation, you have, among other things, the right to lodge a complaint with a supervisory authority.

6.4. You are not obliged to provide personal data. The provision of your personal data is neither a statutory nor a contractual requirement, nor is it a requirement necessary for entering into a contract.

Data Processing Agreement

1. IDENTITY AND CONTACT DETAILS OF THE CONTROLLER AND PROCESSOR

1.1. The Provider (Bohemiasoft s.r.o.) is, in relation to the personal data of the Users' clients, i.e. customers shopping in the Users' online stores, a processor pursuant to Article 28 of the GDPR. The User (operator of the online store) is the controller of such data.

1.2. These terms govern the mutual rights and obligations relating to the processing of personal data to which the Provider has gained access in the course of performing the agreement entered into with the User by accepting the General Terms and Conditions at www.shopilot.cz.

2. SCOPE OF PERSONAL DATA PROCESSING

2.1. The Provider undertakes to process personal data for the User to the extent and for the purposes specified in Articles 2.2–2.10 of these terms in the Data Processing Agreement.

2.2. The Provider undertakes to process the personal data of the User's clients for the User.

2.3. The Provider undertakes to process the personal data obtained for the User within the scope of ordinary personal data.

2.4. As part of automated processing, the Provider will store personal data in a database located on the Provider's hardware and will protect, secure, back up, sort and delete such data.

2.5. The Provider will create software tools that facilitate the User's handling of requests from the User's clients to exercise data subject rights under the GDPR, in particular the right to erasure, the right to information and the right to data portability.

2.6. Personal data is stored only on the Provider's hardware, its own servers or the servers of its cooperating partners. All personal data is stored exclusively within the territory of the European Union.

2.7. The Provider undertakes to process personal data for the User for the purpose of providing the www.shopilot.cz service.

2.8. The Provider will not use the processed personal data of the User's clients for its own purposes or for any purpose other than performance of the agreement.

2.9. The Provider undertakes to process the personal data obtained for the User for the duration of the contractual relationship and for the following 10 years after termination of the contractual relationship.

2.10. The User authorises the involvement of cooperating companies, namely Monekon s.r.o. (for the purpose of processing billing data), The Rocket Science Group (for the purpose of sending newsletters via the Mailchimp.com service), Unihost s.r.o. (server administrator), Casablanca INT (data centre operator) and OpenAI (AI LLM provider).

3. PERSONAL DATA PROTECTION

3.1. The Provider undertakes to implement technical and organisational measures to ensure the protection and backup of stored personal data so as to prevent unauthorised access to such personal data or its loss.

3.2. The technical and organisational measures adopted correspond to the level of risk. The Provider and the cooperating companies Unihost s.r.o. (server administrator), OpenAI (AI LLM provider) and Casablanca INT (data centre operator) use these measures to ensure the continuous integrity of the data and its protection against misuse.

3.3. The Provider declares that the protection of personal data is subject to the Provider's internal security regulations. These stipulate that personal data may be accessed only by authorised persons of the Provider and the cooperating companies pursuant to Article 2.10 of these terms, who are obliged to maintain confidentiality regarding personal data and the implemented security measures.

3.4. Upon termination of the provision of services, the Provider is obliged to delete all personal data unless it is required to retain personal data pursuant to a special law (for example, for lawful requirements of the Police).

Final Provisions

Everyone has the right to object to the processing of your personal data for direct marketing purposes, including profiling to the extent that it is related to such direct marketing. If you object to the processing of your personal data for direct marketing purposes, the personal data will no longer be processed for such purposes.

The User undertakes, without undue delay, to report all information known to the User that could adversely affect the proper and timely performance of obligations arising from these terms.

The User agrees to these terms by ticking the consent checkbox through the online forms on the pages and subpages of www.shopilot.cz.

Other relationships not expressly regulated by these terms shall be governed by the GDPR and the laws of the Czech Republic, as amended.

These terms shall take effect on 28 August 2026.