

# General Terms and Conditions

*Valid from 1 May 2018*

## 1. General Provisions

- 1.1. These General Terms and Conditions and conditions for using gReception services (hereinafter referred to as "GTC") govern the rights and obligations of the operator and users when using the services provided by the operator via the user interface of the [www.greception.com](http://www.greception.com) website or a standalone application located on it (hereinafter referred to as "Web").
- 1.2. The operator of the Web and provider of the services offered on the Web is the company GLOBAL SERVICES & ASSISTANCE, s.r.o (hereinafter referred to as "Operator").
- 1.3. When browsing, otherwise using the Web or using the services offered on the Web, you give consent to the Operator's GTC. These GTC also regulate the rights and obligations of users when using the Web and other related legal relations.
- 1.4. In order to use the services provided by the Operator of the Web, the user is required to register on the Web first. Then he/she should read these GTC. By using Web [greception.com](http://greception.com) you agree with the General Terms and Conditions of service gReception.
- 1.5. Via the Web, the Operator provides users with services ready for the organization of professional events (conferences, workshops, symposia, seminars, congresses, trade fairs and exhibitions) or informal on-line events. According to these GTC, the "user" refers to both a (potential) participant in an industry event and a (potential) organizer.
- 1.6. Both individuals and legal persons may be the users of gReception services. Individuals concluding any contract with the Operator must be fully qualified for legal acts. Minors may conclude contracts with the Operator only with the consent of their legal guardians and under their supervision.
- 1.7. These GTC may be changed by a unilateral decision of the Operator and such a change is effective from the date of its publication on the Web. The user is obliged to get familiar with the current version of the GTC before each use of gReception services. If a user disagrees with the new GTC, he/she is entitled to withdraw from the contract and cancel his/her registration on the Web.
- 1.8. For the purposes of registration, as well as for concluding a contract, every user of the Web is required to specify accurate, correct and truthful information about themselves at the moment of the registration or conclusion. If there is a change in his/her registration data, the user is obliged to update this information before the next use of gReception services which require registration. Knowingly providing false, incorrect or incomplete information may be treated according to relevant legislation, including criminal law.

## 2. Copyright

- 2.1. The user acknowledges that the content of the Web is protected by regulations on copyright protection and other regulations governing the protection of intellectual

property. The user is not allowed to reproduce, copy, distribute, sell, or transfer the content of the Web; to change, modify or get otherwise involved in the content of the Web, unless a separate contract between the Operator and the user specifies otherwise. The user is not entitled to use the Web for commercial purposes which are not covered by a contract between the Operator and the user (client). The user is neither authorized to provide access the content of the Web for these purposes in any way, unless a separate contract between the Operator and the user specifies otherwise. The user is not allowed to use any automated processes for gathering the content of the Web or using it in another way.

- 2.2. Trademarks, trade names, graphics, design elements or applications located on the Web constitute intellectual property of the Operator and cannot be used in any way without his prior written consent, except for being used within the legitimate use of the gReception service.

### **3. User Account**

- 3.1. To obtain a user account, a potential user has to register on the Operator's Web. During registration, the user shall specify at least his/her name, surname and contact e-mail address. A message with a confirmation link will then be sent by the Operator to the user's registration e-mail. After the registration is confirmed via the confirmation link, a user account will be set up and activated for the user.
- 3.2. If the User has any questions regarding personal data or any questions regarding these procedures, they may contact [info@gservices.cz](mailto:info@gservices.cz).
- 3.3. In accordance with the procedure described in paragraph 3.1 of these GTC, the Operator will create and activate a user account and assign a user-chosen username and password to it. The user is obliged to protect his/her username and password and shall not disclose it to third parties. In case of an unauthorized disclosure of a username and password to a third party, the user is obliged to immediately report the fact to the Operator on the form that is available on the Web under the Security link. ([helpdesk@greception.com](mailto:helpdesk@greception.com) ) After the particular data is sent through this form, the Operator will block the user account. The Operator is not liable for any damage caused by a third party that used the user's username and password before the user account is blocked. The Operator is not responsible for any damage caused by a third person who used the User's login and password.
- 3.4. The user acknowledges that his/her user account may not be available continuously and the Operator is entitled to temporarily deny users' access to their accounts during a period of necessary system maintenance.
- 3.5. In case of having a reasonable suspicion that a user violated or intends to violate the copyrights of the Operator or other parties, intellectual property rights of the Operator or other parties, or the provisions of these GTC, the Operator is entitled to lock the user's access to his/her user account or to completely cancel the account and prevent the user from any further use of gReception services.

### **4. Organizing Activities Using gReception Services**

- 4.1. A user who wants to organize a professional event using the gReception services, i.e. the organizer, is entitled, after his/her registration and the conclusion of a contract with the Operator, to use the Web-supported services which will facilitate the organization of such a professional event. Detailed terms and conditions will be set in the contract. An exception is gReception LIGHT, which is provided in a free simplified form and without special contractual arrangements.
- 4.2. The Operator is not liable for damages resulting from the consequences of mistakes or false information provided by individual users.

## **5. Technical Conditions**

- 5.1. The Operator is not responsible for the impossibility of using gReception services by a user who does not have the software and hardware needed to use the Web.
- 5.2. The Operator secures the Web against unwarranted interference by third parties, virus attacks etc. However, the user acknowledges that he/she is required to have a properly secured PC, tablet, mobile phone etc.
- 5.3. The user is neither authorized to examine, explore or test the security of the Web, nor to break the technical security elements of the Web. The user is further not authorized to use any automated systems for downloading data from the Web and monitoring the Web or other users. The user is not allowed to reproduce or exploit processes to monitor the content of the Web in any way. The user is not allowed to log on to a user account of a third party or to try to break the security of user accounts. The user is not allowed to use any technical resources to interfere the Web for the purpose of overloading, flooding or denying its functionality.
- 5.4. Violation of the Web, its content, security or functionality, or attempts to such an unwarranted interference will be considered a breach of legislation and dealt with in a corresponding way. The Operator is entitled to warn such a user about the possible violations first and demand a remedy within 48 hours. If a remedy is not achieved, the Operator is entitled to cancel the user account and technically prevent further use of the Web.
- 5.5. The user is obliged to comply with the legislation and shall not upload any content that would violate rights of third parties in comments, discussions, etc. The user is further not allowed to upload any content the nature of which would be racist, discriminatory, offensive, or of a sexual character. The user is not authorized to insert commercial messages or commercial links to direct or indirect competitors of the Operator, i.e. entities providing online services in the field of organizing professional events or other services related to event organization. The Operator reserves the right to remove such forms or texts.
- 5.6. The Operator is entitled to monitor comments, messages and entire discussions for the purpose of securing the above-mentioned obligations.
- 5.7. The Operator is not liable for any links to third party websites or user protection in cases when they enter a website of a third party after clicking on such a link. In such a case, the user should be particularly cautious when providing any information to a third-party website. He/she should first read especially the general terms and conditions, privacy policy and terms of use of the third-party website.

## **6. Protection of Personal Data**

- 6.1. The Operator is entitled to process personal data of users to the extent necessary for the use of the offered gReception services. With the registration, the User gives the Operator the permission to process personal data, especially to the extent of processing their name, surname and email, for the duration of the registration of the User with the Operator until further notice.
- 6.2. The Controller of personal data from the form is the Client, the organizer of the event or voting. The Operator is the data processor for the Client. However, the Operator is also the data Controller, especially of identification data, which makes it possible to create a user account. The Operator is also a profile manager if the User saves the data in the profile in the gReception application, and the Operator is then the Controller of such data. The protection of personal data is governed by Act No. 101/2000 Coll., on the Protection of Personal Data, as amended, and by 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.

- 6.3. The Operator collects and keeps personal data entered by the User on electronic media in a secured database. The Operator protects personal data to the fullest extent possible using modern technologies that correspond to the level of technical development. The Operator declares to have taken all possible, i.e. currently known, measures to secure this data against unauthorized third-party interventions.
- 6.4. The user is obliged to make any change in personal data in his/her user account and ensure that the personal data contained in the user account is current and correct. The user is obliged to provide information correctly, truthfully and completely.
- 6.5. Personal data is processed in order to manage user accounts. Only the data provided with the users' consent is processed. Personal data is processed automatically, and the Operator is entitled to appoint a third party to automatically process personal data. The Operator is entitled to transfer the processed personal data to a third party only for the purpose of ensuring the implementation of the gReception services offered via the Web if the service is operated by a third party, and only to the necessary extent required by such a service. (Third party may be cloud service providers, technology and support providers, etc.)
- 6.6. Provision of personal data. The User acknowledges that the Operator may be required to provide personal data by law or to fulfil its statutory obligations (e.g. in court or administrative proceedings).
- 6.7. The gReception system keeps information on granting consent to the processing of personal data in the so-called Log of Consent. Here it can be found when the User has given consent, for what purpose and for how long.
- 6.8. Providing personal data is voluntary, but to the extent specified in the first paragraph of this article, it is needed to use gReception services and perform the contracts between the Operator and users. The user has the right to withdraw his/her consent with the processing of personal data at any time by writing to the Operator's e-mail address [info@qservices.cz](mailto:info@qservices.cz). The user acknowledges that if it is no longer possible to keep his/her user account due to withdrawing consent with the processing of personal data, the operator will cancel it.
- 6.9. User's right in the processing of personal data – the User has the right at any time since the creation of the user account to ask the Operator for information about the processing of the User's personal data. In such case, the Operator shall provide the User with information to the extent stipulated by the Protection of Personal Data Act. If the User thinks that the Operator processes their personal data in violation of the Protection of Personal Data Act, the User has the right to request an explanation from the Operator (or the Processor) or to require the Operator (or the Processor) to remedy the situation thus created. In particular, this may be blocking, correction, supplementing or removal of personal data. The User also has the right to contact the Office for Personal Data Protection.

## **7. Processing of personal data under GDPR**

- 7.1. The Processor processes personal data only on the basis of documented instructions from the Controller, including the transfer of personal data to a third country or to an international organization, unless such processing is already subject to the EU or Member State law applicable to the Controller; in such case, the Processor shall inform the Controller of this legal requirement prior to the processing unless such legislation would prohibit such disclosure for important reasons of public interest.
- 7.2. The Processor ensures that persons authorized to process personal data are bound by confidentiality or subject to a statutory duty of confidentiality;

- 7.3. The Processor shall take all the measures required under Article 32 (EU General Data Protection Regulation “Security of processing”).
- 7.4. The Processor shall comply with the conditions for the involvement of another processor referred to in Article 28 (2) and (4).
- 7.5. The Processor shall take into account the nature of the processing, the Processor is to be of assistance to the Controller by means of appropriate technical and organizational measures, if possible, to fulfil the obligation of the Controller to respond to the data subject’s requests for exercise of rights as set out in Chapter III of GDPR.
- 7.6. The Processor is to be of assistance to the Controller in ensuring the compliance with the obligations referred to in Articles 32 to 36, taking into account the nature of the processing and the information available to the Processor.
- 7.7. The Processor shall, in accordance with the Controller’s decision, either delete or return the personal data to the Controller after termination of processing-related services and delete existing copies unless the EU or Member State law requires the storage of such personal data;
- 7.8. The Processor shall provide the Controller with all the information necessary to demonstrate that the obligations set out in this Article have been met and shall allow audits, including inspections, carried out by the Controller or other auditor entrusted by the Controller, and the Processor shall contribute to these audits.

## **8. Sending of Messages and Bulk Messages from the gReception System**

- 8.1. The User is responsible for the consequences of their actions related to the use of the gReception Service and agrees that the gReception Service will not be used for any activities that are or might be in contradiction to binding legal regulations, the Contract, these Terms, the legitimate interests of the Operator and generally accepted business practices of using the Services provided over the Internet.
- 8.2. The User is fully responsible for both the content and the form of emails sent to the recipients. The Provider only provides technical and software support to the User. In particular, the User undertakes to send emails in accordance with Act No. 480/2004 Coll., on certain Information Society Services, as validly and effectively amended. The User acknowledges that the Provider can find out through which login account, when and to which recipient an email was sent, and that the Provider is under an obligation to provide the Office for Personal Data Protection with cooperation in dealing with an administrative offence in violation of the Act mentioned in the previous sentence.
- 8.3. **The User is not allowed to:**
  - give the impression that the User of the gReception Service is a legal or a natural person other than the User, or create user accounts the parameters of which may cause a nuisance or violate moral or ethical rules,
  - use the user account to share or exchange data using Peer To Mail (e.g. peer2mail, OpenP2M, etc.)
  - violate the rights of the Operator or third parties in any manner other than such mentioned in the preceding paragraphs,
  - try to act in an illegal or forbidden manner,
- 8.4. The User confirms that, when sending emails from the gReception system, all recipients agreed to receive the email messages.
- 8.5. The User of gReception commits not to:
  - send emails to recipient databases purchased from third parties, where these are not the User’s customers or where a consent has not been obtained to send commercial messages.
  - use a poor quality database and have a hard bounce rate higher than 2%
  - send messages that are marked by users as spam in the rate higher than 1%.

- 8.6. The gReception User undertakes not to use the system to send messages containing violent, illegal, discriminatory, or otherwise harassing content.

Please do not send the following emails:

- o emails promoting illegal products or services,
- o unsolicited emails / spam or hoax,
- o pornography or other sexual material.

Additionally, also emails with the following content or promoting the following content may not be sent:

- o escort services and erotic services
- o medicines and auxiliary medicinal products
- o funeral-related services
- o work from home or making money online
- o hazard or betting games
- o multi-level marketing
- o affiliate marketing
- o loan offers
- o sale of “likes” or other similar services for social networks
- o sale or rent of contact lists

- 8.7. The Operator may not use the User’s email address database for purposes other than the execution of the email sending requested by the User. Furthermore, the Operator may not provide the recipient email address database to a third party or use the database for its own business purposes.

- 8.8. The Operator is obliged to provide email sending via the gReception system but does not bear any responsibility for their delivery. The Operator is not liable to the User for any direct or indirect damages incurred by the User in connection with the failure to deliver the email or delivery of a damaged or incomplete email, or in connection with a non-delivery of documents (invoices) or the delivery of a damaged or incomplete email with a document.

- 8.9. The Operator is not responsible for disabling or limiting the Services used by the User caused by Internet traffic failures, as well as by other technical circumstances that the Operator is unable to influence or the resolution of which requires third party cooperation. (Such as the unavailability of a server used by the Provider for the Service).

- 8.10. The User hereby agrees that the Operator’s identification heading will automatically be added to email messages sent within the Service. The User can request the change of the header.

- 8.11. If the final recipient of the Mail Merge (hereinafter referred to as “MM”) or the User no longer wish to receive emails from the MM service, they may unsubscribe their email at any time via an online form. The link is located in the footer of the MM email. Or contact us at [info@gservices.cz](mailto:info@gservices.cz). Unsubscription from MM is always valid for a particular MM Sender. If the final recipient of the messages or the User is subscribed to MM from multiple “gReception Senders, they must always actively unsubscribe from the particular gReception Sender.

## 9. Final Provisions

- 9.1. The legal relationship between the Operator and the user is governed by Czech law, unless the contracts concluded between the Operator and users state otherwise.

- 9.2. In addition to these GTC, the user is obliged to follow all local legal norms of the country he/she is located in when using the web.

- 9.3. The Operator secures the observance of copyright and any other rights and asks the user to do the same. If a user encounters an infringement of copyright or other rights, he/she may send a message about the suspicion to the Operator's address [info@gservices.cz](mailto:info@gservices.cz).
- 9.4. The Operator is entitled to interrupt or suspend any gReception service. The Operator is, in any case, not liable to the user for any damage caused by a temporary or permanent unavailability of the Web or some of its applications.