

Advanced Conversion Tracking Terms and Conditions

*This is a new version of the terms and conditions in effect as of 2 May 2018.
[Go to the original version.](#)*

Advanced Conversion Tracking Terms and Conditions

These terms and conditions set out the rules for using Seznam Zboží.cz's Advanced Conversion Tracking programme provided by Seznam.cz, a.s. (the "**Programme**").

The text below is terms and conditions; once the Web Shop (the "**Web Shop**") in the position of the customer within the meaning of Article 1.3 of the Terms and Conditions setting out the rules for using Seznam Zboží.cz approves the terms and conditions, the Web Shop undertakes to observe the rules of the terms and conditions.

I Definitions and Framework

1. These terms and conditions of a programme of Seznam Zboží.cz (the "**Programme Terms and Conditions**") are issued by Seznam.cz, a.s., company ID: 261 68 685, with its registered office at Prague 5, Radlická 3294/10, post code: 150 00, incorporated in the Commercial Register kept by the Municipal Court in Prague, file No.: B 6493 (the "**Operator**") as the operator of Zboží.cz.
2. These Programme Terms and Conditions regulate the relations between the Operator and the Web Shop in connection with transferring data on purchased goods in the Operator's database, along with the email address of the Web Shop's Customer.
3. For the purpose of these Programme Terms and Conditions, the Customer is any person who enters into a selling or similar agreement with the Web Shop and it is irrelevant whether or not the Customer is also a user of the Zboží.cz service (the "**Customers**").
4. The Programme Terms and Conditions are part of the Terms and Conditions regulating the use of the Seznam Zboží.cz service as available from Seznam Zboží.cz Help (the "**Zboží.cz Terms**"), which apply to the relation between the Web Shop and the Operator. If the Programme Terms and Conditions differ from the Zboží.cz Terms, the Programme Terms and Conditions prevail.
5. The Personal Data Processing Agreement is an integral part of the Programme Terms and Conditions.

II Registration for the Use of the Programme

1. Any Web Shop that registers for the use of Zboží.cz is authorised to register for the use of the Programme in the Web Shop's user interface; the Operator provides access to the user interface, for the use of Zboží.cz, at <http://admin.zbozi.cz> (the "Administration").
2. The Programme Terms and Conditions and the Personal Data Processing Agreement are communicated to the Web Shop on the Conversion Tracking page in the Administration.
3. The Web Shop's authorised representatives consent to the Programme Terms and Conditions and the Personal Data Processing Agreement by answering "I agree". Consent to the Programme Terms and Conditions and the Personal Data Processing Agreement is considered to be a contract concluded between the Operator and the Web Shop.
4. The Personal Data Processing Agreement and the Programme Terms and Conditions are concluded for an indefinite period of time. The maximum duration of the Personal Data Processing Agreement is conditional upon the duration of the Web Shop's participation in Zboží.cz.

III Rules of the Programme

1. Any Web Shop that consents to the Terms and Conditions can implement conversion code (the "**Conversion Code**") on its website and use the Conversion Code to transfer to the Operator the data pertaining to the Goods purchased by the Customer and purchase order status and the Customer's email address into the Operator's database.
2. Within the meaning of the personal data protection legislation the Web Shop undertakes to obtain from the Customer consent to the Customer's email address being transferred to the Operator in the position of data processor and the Operator being permitted to contact the Customer and ask him to fill in a customer satisfaction questionnaire and review the goods purchased from the Web Shop. The questionnaires and the review forms will be available at zbozi.cz. The Web Shop may also use the Conversion Code to transfer to the Operator the email addresses only of those Customers who expressed their consent to being sent commercial communication under Act No. 480/2004 Sb. regulating some services of the information society. If the Customer withdraws his consent to the processing of personal data and the sending of business communications, the Web Shop must inform the Operator immediately. The Web Shop is fully liable for any damage incurred by the Operator in connection with any breach of the obligations under this paragraph of the Programme Terms and Conditions.
3. By implementing the Conversion Code, the Web Shop undertakes to make sure the Conversion Code is sent every time the Customer completes an order and not to misrepresent any data submitted with the help of the Conversion Code.
4. By implementing the conversion code, the Web Shop undertakes not to influence any Customer in his review, for example by encouraging customers to post positive reviews or penalising customers for negative reviews or letting the Web shop's employees or persons assigned by the Web Shop post the reviews.

5. The Operator can award a certificate of quality to the Web Shop or withdraw the same, according to the internal criteria described on the Help pages, which are to take account of customer satisfaction with the purchases from the Web Shop. The Web Shop may use this certificate on the shop's website and through other forms of communication. Notification of the awarding or withdrawing of the certificate will be sent to the Web Shop electronically, to the email address specified in the Administration. If the certificate is withdrawn, the Web Shop must, without undue delay, stop using the certificate. The Web Shop may not use the quality certificate in any shop other than that for which the certificate is awarded.
6. In the event of any breach of the Programme Rules, the Operator may limit, for as long as he chooses, the benefits resulting for the Web Shop from its participation in the Programme.

IV Data Protection

1. If personal data is processed in collaboration between the Operator and the Web Shop, then such processing is subject to Regulation (EU) No. 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 (the General Data Protection Regulation), the Personal Data Processing Act, which is to replace Act No. 101/2000 Sb., the Personal Data Protection Act, and other legislation regulating personal data protection (the **"Data Protection Legislation"**).
2. The Web Shop, being the controller of the Customers' personal data, transfers the Customers' email addresses to the Operator in order for the Operator to be able to contact the Web Shop's Customers and to ask them to fill in customer satisfaction questionnaires and review the goods purchased from the web shop operated by the controller. The Web Shop acknowledges that the Operator may process the data transferred through the Conversion Code by the Web Shop for these purposes only.
3. The Web Shop undertakes to discharge all the resulting duties for data controllers.
4. The Web Shop is responsible for personal data being collected and processed after consent from the Web Shop's Customers.
5. The Operator, being the data processor, undertakes to provide no personal data to third parties and to observe the provisions of the personal data protection legislation.
6. The Operator has adopted such technical and organisational measures as to prevent unauthorised or accidental access to personal data or its modification, destruction, loss, unauthorised transfer or other unauthorised forms of processing or misuse.
7. More detailed information on the handling of personal data can be found on the Operator's website.

V Final Provisions

1. Anything not regulated in these Programme Terms and Conditions and the Zboží.cz Terms and Conditions is subsidiarily governed by the relevant legislation, i.e., in particular, Act No. 89/2012 Sb., Civil Code, as amended.
2. The Operator may not be held liable for any damage suffered by the Customer if the Customer is not informed in due time of a change to any of the aforesaid services only because the Customer does not use one of those services.
3. The Operator has the right to modify these Programme Terms and Conditions unilaterally to a reasonable extent without prior notice. The Operator notifies the Web Shop of amendments to the terms and conditions by email to the email address used for logging in to the Web Shop's account if the Web Shop has specified an email address in its user account. If the Web Shop disagrees with the amended terms and conditions, it may refuse to accept such changes, terminate these Programme Terms and Conditions and stop using this service within 14 calendar days of the change to the terms and conditions, in writing, to the Operator's registered office.
4. The current version of the terms and conditions will always be available on the Help pages for the Zboží.cz web shops.
5. These Terms and Conditions take effect on 2 May 2018.