

## General Terms and Conditions

companies KRC partners s.r.o. with registered office at Na Dolinách 150/4, 140 00, Prague 4 , Company ID: 24147591, registered in the Commercial Register maintained by the Municipal Court in Prague, section C, insert 183015 for access to and use of web sites located at [www.KRCiTender.com](http://www.KRCiTender.com)

**General Terms and Conditions** by KRC iTender valid and effective from 01.02.2018

### 1. INTRODUCTORY PROVISIONS

- 1.1. These General Terms and Conditions ((hereinafter referred to as "**Terms and Conditions**") of KRC Partners s.r.o., identification number: 24147591, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 183015 (hereinafter referred to as "**Operator**"), chapter 1 of Act No. 89/2012 Coll., the Civil Code ("**Civil Code**") the mutual rights and obligations of the contracting parties arising from the invitation of the contractor in a tender or auction between the contracting authority, the operator and another natural or legal person hereinafter referred to as the "**User**") through the operator's Internet portal. The Internet portal is operated by the operator on a web site located at [www.KRCiTender.com](http://www.KRCiTender.com) (hereinafter referred to as the "**Website**") through the web interface (hereinafter referred to as the "**web interface**").
- 1.2. The operator may unilaterally modify or supplement the wording of the terms and conditions. The operator informs the user about the change of the Terms and Conditions on KRCiTender.com, or other appropriate way, so that the user can learn without undue difficulty with the current conditions. The terms and conditions are effective from the moment of their publication on KRCiTender.com. This provision is without prejudice to the rights and obligations arising during the period of validity of the previous version of the terms and conditions.

### 2. USERS ' RIGHTS AND OBLIGATIONS

- 2.1. The KRCiTender user accounts are assigned to the buyer, observer, and supplier role.
- 2.2. The buyer is the promoter of the tender or auction. The buyer is based on a user account in the KRC iTender application based on a contract between the buyer organization and the KRCiTender application provider. The buyer is the Administrator of the Tender or Auction.
- 2.3. The observer is the user of the tenderer or auction. The account is created by the observer at the request of the buyer. The observer can only monitor the auction or auction. There is no possibility to interfere with the administration of the auction.
- 2.4. The supplier registers to KRCiTender by clicking on the registration link contained in the invitation to tender. The call for tenders is sent to the supplier by the buyer.
- 2.5. Based on password setting and registration confirmation, the supplier automatically creates a user account with access to the "Auction Interface" of KRC iTender. If the supplier is already registered with KRCiTender, they can log in with their login information on the login page of [www.KRCiTender.com](http://www.KRCiTender.com)
- 2.6. Registration and submission of offers is free for the supplier.
- 2.7. When registering on a web site, the user (buyer, observer, supplier) is required to provide all data correctly and accurately. The user account (buyer, observer, supplier) is required to update the data listed in the user account upon any change.

- 2.8. The user is responsible for the registration of the KRCiTender.com portal by the user's authorized and responsible person.
- 2.9. Prior to joining [www.KRCiTender.com](http://www.KRCiTender.com), the user (buyer, observer, supplier) must check and confirm the agreement with the KRCiTender Terms of Business and consent to the processing of personal data.

### **3. USER ACCOUNT**

- 3.1. To create a user account, the required information is the name, surname, email address of the user, and the language version .
- 3.2. The user account is set up for the duration of the contractual relationship with the trustee (for the duration of the provision of the service to the tenderers) or until the user requests to delete the user account.
- 3.3. Access to the user account is secured by a user name (email address) and a password. The user is required to maintain confidentiality regarding the information necessary to access his / her user account.
- 3.4. An operator may cancel a user account, especially if the user violates his obligations under the terms and conditions.
- 3.5. The Delete Account option is available in profile of the logged-on user . You can also use the email [hotline@KRCitender.com](mailto:hotline@KRCitender.com) to delete your account. Once the user account is deleted, the user will no longer have access to the user account business cases that occur in the past.
- 3.6. The user acknowledges that a user account may not be available continuously, especially with regard to the necessary maintenance of the hardware and software of the operator, necessary maintenance of hardware and software of third parties.

### **4. RIGHTS AND OBLIGATIONS OF THE OPERATOR**

- 4.1. The operator is not responsible for the administrative course and material content of the individual auctions, unless agreed otherwise by the operator and the user, and is not responsible for the data provided by the user at registration. The Operator reserves the right to block and cancel the registration in which the untrue or fictitious data or the data contrary to good morals are stated.
- 4.2. The operator is required to provide services so that the user can use the KRCiTender.com Internet portal to administer a tender and electronic auction or to create bids for individual tenders and auctions. The operator guarantees the availability of the services offered under these business terms and conditions within a minimum of 99% of the operating time per calendar month.
- 4.3. The operator does not guarantee uninterrupted access to KRCiTender.com. The Operator is not responsible for any damages caused by the user in the implementation of the access and use of KRCiTender.com, including any damage resulting from the downloading of the data posted on KRCiTender.com, damages caused by interruptions of operation, the failure of KRCiTender.com, computer viruses, data loss, profits, unauthorized access to user traffic and data.

- 4.4. The operator reserves the right to terminate the KRCiTender.com Auction Interface on the minimum necessary for updating the operating system or in the event of unauthorized intrusion upon prior notice . The period of pre-announced auction shutdown interface is not reduced time availability auction portal KRCiTender.com.
- 4.5. The operator is not responsible for the problems caused by the malfunctioning of the technical device or the tool by the user, even their partial malfunctions.

## **5. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES**

- 5.1. The operator is not related to the user is also bound by any codes of conduct within the meaning of Section 1826, chapter 1, letter e) the Civil Code.
- 5.2. Court complaint of users ensures plant operator through an electronic address KRC@KRCpartners.com. User complaint handling information will be sent operator to the electronic address of the user.
- 5.3. The entrepreneur thus takes on himself the danger of changing the circumstances within the meaning of Section 1765, chapter 2 of the Civil Code.

## **6. PROTECTION OF PERSONAL DATA**

- 6.1. The protection of personal data of a user who is a natural person is provided by law No. 101/2000 Coll., On the Protection of Personal Data, as amended.
- 6.2. The user who is a natural person agrees to provide these personal data: name, surname, valid email address, telephone number, mobile. The user who is a legal person agrees to process these data: company name, responsible person's name, company address and telephone number, mobile number, Company ID, VAT number, IP address (collectively referred to as "personal data").
- 6.3. User He notes that the required personal information (for registration, in your user account) correctly and truthfully and without undue delay inform the operator for the change in his personal data.
- 6.4. The operator may delegate the processing of the user's personal data to a third party as processor. Personal data will not be passed on to third parties without the user's prior consent.
- 6.5. Personal data will be processed for the duration of the contractual relationship with the trustee (during the provision of the service to the tenderers) unless your consent to the processing of your personal data is revoked by you. However, this is without prejudice to the processing of your personal data to the extent necessary to fulfill the obligations arising from generally binding legal regulations. Personal data will be processed in electronic form in an automated manner or in a printed form in a non-automated manner.
- 6.6. User confirms that the personal data provided are accurate and that it has been advised that this is a voluntary provision of personal data.

6.7. In the event that the user considers that for the operator or the processor (art. 8.5) performs the processing of his personal data that is inconsistent with the protection of private and personal life of the user e or against the law, especially if the personal data are inaccurate for the purpose of processing, can:

6.7.1. ask the operator or processor for explanation,

6.7.2. require the operator or processor to remove the resulting situation.

6.8. If the user asks for information on the processing of his or her personal data, the operator is required to provide this information. The operator is entitled to require the provision of information under the preceding sentence to require reasonable compensation not exceeding the costs necessary to provide the information.

## **7. COPYRIGHT**

7.1. KRC partners s.r.o. is the owner of KRCiTender.com

7.2. KRCiTender.com is an author's work within the meaning of Act No. 121/2000 Coll., Copyright Act, as amended. KRC partners s.r.o. exerts all property rights relating to KRCiTender.com.

7.3. The content of KRCiTender.com cannot be stored, edited, distributed, or otherwise exploited by other entities unless the KRC partners s.r.o. prior consent.

## **8. FOR SALE OF BUSINESS COMMUNICATIONS AND STORAGE COOKIES**

8.1. Based on your consent, business communications and information related to the user's goods, services, or business may be sent to the user's electronic address.

8.2. The user agrees to store so-called cookies on his computer.

8.3. KRCiTender.com uses Google Analytics, provided by Google, Inc. ("Google"). Google Analytics uses cookies that are text files stored on your computer to analyse how users use this page. The information generated by the cookie about the use of the site (including your IP address) will be transferred and stored on servers in the United States. Google will use this information for the purpose of evaluating the use of the site and reporting on its activities for its operators and for providing other services related to the activities on the site and the use of the Internet in general. Google may also provide this information to third parties, if required by law, or if such third parties process this information for Google. Google will not associate your IP address with any other data at its disposal. You may refuse to use cookies by choosing the appropriate settings in your browser, but be aware that if you do so, you will not be able to take full advantage of the functionality of this page. By using this site, you agree to process your Google data in the manner and purpose stated above.

## **9. FINAL PROVISIONS**

9.1. If the relationship based on an order contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This does not affect the consumer's rights under generally binding legal regulations.

- 9.2. If any provision of the Terms of Business is invalid or ineffective, or if it occurs, instead of invalid clauses, a provision will be introduced to the extent that the purpose of the invalid clause is as close as possible. The invalidity or ineffectiveness of one provision is without prejudice to the validity of the other provisions.
- 9.3. Contact details for the transport operators: delivery address Na Dolinách 150/4, 140 00, Praha 4, e-mail address: hotline @ KRCiTender.com , phone +420 224 284 074.