

Terms of Use of the Application Fishsurfing

By the installation of the application Fishsurfing (hereinafter referred to as the „**application**“) and by the registration or logging in, the user agrees with the Terms of Use of the Application Fishsurfing (hereinafter referred to as the „**terms**“). When using the application, it is necessary to follow rules stated below, which define and specify the terms of use of all functional parts of the application.

1. Information on the application

- The application is operated by a company FISHSURFING s.r.o., with its registered office at Harmonická 1384/13, Stodůlky, 158 00 Praha 5, Czech Republic, ID number: 28709047, VAT: CZ28709047, registered in the Commercial Register maintained by the Municipal Court in Prague, section C, insert 212833 (hereinafter referred to as the “**operator**”).
- The application is released in the Czech Republic and it is governed by the legislation of the Czech Republic.

2. Log-in and registration in the application

- **It is necessary to be logged in the application for using services of the operator.** If the user has no user account he can register via a web form, which is accessible in the application or on the website www.fishsurfing.com (hereinafter referred to as the “**website**”).
- **It is possible to create a personal account or a business account.** The business account can only be created by an entrepreneur or a legal person.
- It is not possible to create more than one user account of the same type for one person. Each website user is entitled to have only one user account of the same type.
- The web form must be filled with required information, particularly name and surname or corporate name, contact email. If the user want to create the business account, it is necessary to confirm in a web form that he is an entrepreneur or a legal person. The user must send the operator a document proving that they are an entrepreneur or a legal person at an operator’s request.
- A new user account is created by registration. The operator sends a confirmation email after the registration. **The contract for the provision of services is concluded by the registration. Conditions of the provision of both the paid and the free services are governed by the General Terms and Conditions of the operator, which are placed on the website** (hereinafter referred to as “**general terms**”).
- To access the user account an email address and a password are required. **The user is obliged to keep the access data to the user account in secret.** The operator is not responsible for any misuse of the user account by a third party. In case of change of user’s details, the data must be changed without undue delay.

- **The operator has the right to delete or to block a user account without any compensation, if a violation of principles of morality, valid legal regulation of the Czech Republic or these terms occurs via this user account.**

3. Information on contracts concluded via the application or the website.

- The contract for the creation of a user account (personal or business) is concluded when operator's confirmation of the completed registration on the website is delivered to the user. This confirmation is delivered to the e-mail address specified in the web form.
- It is not possible to conclude the contract for paid services of the operator. These contracts can only be concluded on the website via user account.
- By an installation of the application, the contract for using the application is concluded between the operator and the user. Provision of a free, non-transferable, non-exclusive, geographically unlimited license is a subject to this contract. The provision of the license must be in the scope of the terms. This contract lasts until an uninstallation of the application from the mobile or a similar device.
- The contract is not concluded in writing; the contract consists of the terms, the general terms, the web form, or, where appropriate, user's order of paid services.

4. Using the application

- The application offers same options for the personal and business account. Through the user account, user can manage his user account, add posts and comments and in accordance with the terms, he can insert photos or other authorized content.
- It is not possible to order and to use paid services through the application. Paid services are accessible via the website.

5. Inserting a content in the application

- Content placed in the application means usually, but not exclusively photographs, pictures, texts, including comments and posts, which you insert in the application.
- Any inserted content must be related to fishing. The operator is entitled to delete any content which does not correspond with this topic. If such content is subject of paid services, the operator is not obliged to refund the purchase price the user has already paid for these services.
- It is forbidden to publish any content:
 - **which harms or is capable of harming a reputation of third parties;**
 - the publishing of which would be contrary to these terms, applicable legislation and principles of morality, i.e. especially contributions which can be considered offensive, vulgar, xenophobic, defaming race, nation or religious belief, and also contributions of an erotic or pornographic nature;

- containing texts and images which the user does not have copyrights or a valid license for;
 - which contains contact information of another person or data which could be considered personal data, unless that person has given his or her consent to the publication;
 - which contains virus or another software, which is capable of causing harm to the operator, other users or third parties;
 - which contains unsolicited commercial communication (except cases stated in the general terms)
- It is user's responsibility to ensure that they are a holder of all rights to the published content. If the content captures an image of the user and/or image of a third person, they grant the operator an explicit consent to spread these images in accordance with below-mentioned license and they declare that they have gained an approval from all persons in the picture. The user grants the operator their consent for an indefinite period. This consent is revocable at any time.

6. Rights of the operator relating to the content inserted by the user via the application

- By publishing the content via their user account, the user grants the operator a gratuitous, non-exclusive, transferable and geographically unlimited license for an indefinite period of time to any published content for the purpose of promotion of services, the website and/or the application of the operator.
- The operator reserves the right to delete or make unavailable any content inserted by the user, which is or may be contrary to the terms or applicable legislation of the Czech Republic or another state.
- **Should any compensation for damage or other harm be enforced from the operator because of infringement of applicable legislation of the Czech Republic or another state, principles of morality or the terms caused by the user, the operator shall be entitled to seek compensation in full from the user for such damage which the operator has incurred in relation to such infringement.**

7. Reservations of the operator

- **The operator is not liable for the accuracy, completeness and legality of the content inserted into the application by users. The operator does not check, authorise or modify the content. Posts and comments on the website express personal opinions of their respective authors. The operator is not liable for such posts and comments.**
- **Users use the application at their own risk. The operator is not liable for any direct or indirect damage, including loss of the saved data, which is a result of the use or inability to use the application.**

- The operator reserves the right to end the provision of both paid services and free services to the user, if the violation of the terms, applicable legislation of the Czech Republic or principles of morality occurs through their user account. Further, the operator is entitled to end the provision of services to users at the end of the operation of services, the website or the application.
- The operator is not liable for errors originating due to interference of third persons into the application or due to its use contrary to its purpose. While using the application the user cannot use any mechanisms, software, scripts or other processes which could have a negative impact on its operation, i.e. mainly interfere with the function of the system or unreasonably burden the system; further the user cannot exercise any activity, which could allow them or a third person to unlawfully interfere or unlawfully use the software or any other parts constituting the application and to use the application or its parts or the software in a way, that would be contrary to its designation or its purpose.
- The operator cannot guarantee an uninterrupted access to the application nor safety and security of the application. The operator is not responsible for any damage caused when accessing and using the application, including any damages incurred within downloading any data published in the application, a damage caused by disruptions of operation and malfunction of the application, by computer viruses, a damage due to loss of the data, income or unauthorized access to transmissions and data.

8. Protection of personal data

- The application processes following information about the user, which are or may be personal or sensitive data (hereinafter referred to as “**user data**“):
 - a) name and surname of the user
 - b) contact data of the user (email)
 - c) photograph of the user
 - d) other possible data uploaded by the user into the application (in particular photographs or texts)
- Above mentioned user data processed by the application are obtained exclusively from the user, and not by using the application.
- Further, the application may obtain information on position of the user or information which are not personal or sensitive data (operating system, type and version of device, software, information on access of the device). The user will be informed of collecting, transmission and use of information on their position prior to its start and requested to give their consent.
- In case of given consent of the user, the application shall use the device camera of the user for uploading photographs into the application.
- If information, which are or may be considered personal or sensitive data, are obtained from the device of the user, the user will always be requested to give their consent.
- All user data required by the application are necessary for the orderly functioning of the application and they are processed by the application exclusively for the purposes of

functioning of the application, i.e. mainly for the purposes of functioning of the social network. User data will not be stored in iCloud service.

- All user data entered by the user or obtained by the application are fully protected against abuse.
- User data will not be transmitted to any other person without the prior consent of the user. In the request for their consent users will be informed of, to whom the data are transmitted and how they will be further handled.
- Gathering and processing of personal data is in accordance with the laws of the Czech Republic, particularly with Act no. 101/2000 Sb., on the protection of personal data, as amended.
- The user has the right to information on gathering and processing of their personal data and, should they believe that their personal data are gathered or processed contrary to law or their legitimate interests, the right to seek remedy.

9. Copyright protection of the operator

- The content of the application inserted by the operator (texts, photographs, images, logos etc.), including the software and these terms, is protected by copyright of the operator and may be protected by other rights of other persons. The user is forbidden to modify, copy, reproduce, distribute or use this content for any purpose without the consent of the operator or a copyright holder.
- The names and designations of products, goods, services, firm and company names can be registered trademarks of their respective owners.
- The operator as the copyright holder has especially the right to claim that the unlawful interference with copyright of the operator be refrained from and require the removal of an unauthorized copies of the protected content.
- The operator also has the right to seek an adequate compensation for caused harm.

The terms are valid and effective as of 25.05.2018.