

Kontakto: Terms of use

We are Kontakty s.r.o., IN:07346115. We're the proprietor of Kontakto, a software solution for your companies' contacts. These terms apply to using the Kontakto software. Should you disagree with them in part or completely, do not use the service.

Kontakto will allow you to fully automate the creation of a contact database across your company, from business partners to suppliers.

The database will be accesible over Android and iOS, and only to employees and partners of your company who have registered with their work e-mail account. Individual users can then share all these contacts.

How to start?

If you want to try Kontakto out first you can join the pilot programme. Get together with a few co-workers, send us their addresses, and you can try it all out within 72 hours. The trial period lasts for two weeks during which you can add more co-workers do the database if you so wish.

After the two weeks have passed, we'll agree on the possible continuation of our collaboration. Should you be interested, we'll sign a Licence Agreement and implement the full version. Otherwise we simply delete the database and bid each other farewell.

Licence Agreement

The Licence Agreement will be prepared via e-mail. It will be based on the number of accounts you will be using, which also scales the final price. It needs to be managed by a person with power of attorney to represent your company. At this time we'll agree upon the first administrator of your new database.

Customers subscribe to Kontakto on a monthly basis, based on the number of e-mail accounts that currently use the service. All the prices are to be found in our **Price list**. If the Agreement is signed before the 15th day of any given month, the first payment will be for that very month. If it is signed on the 15th or later in any given month, the subscription starts on the first of the following.

The Licence Agreement remains valid as long as the subscription is paid. At the begining of every month we will send you an invoice due on the 15th. Timely payment will result in automatic prolongation of the subscription. Should there be a delay in your payment, two more weeks will be allowed. After a month without payment the service will be put on hold. After one more month your data will be deleted and collaboration terminated. If you added more account in any given month, the next invoice will reflect the new situation.

Full version installation

After signing the Licence Agreement, we'll start working on the installation together. We'll just need a couple of minutes of your e-mail administrator's time.

After the full authorization is complete, an administrator will be designated. This person will be given your password and access to the whole database.

The Administrator can give other users different rights and access. There can be more than one Administrator. A new Administrator can remove or demote other administrators.

Data within Kontakto

Kontakto aggregates contact details from all e-mail communications of the registered e-mail accounts. The content of these e-mails and the whole database are confidential, Kontakto uses only the headers of these e-mails. The only people with full access are our three Data Team members who will use the communications to improve our services. Kontakto will have no right to use your communications in a different manner.

The database is designed to archive business contacts. Any user can delete their data at any time. The Administrator can change or delete any and all data from any database in use by your company.

Should one of your employees leave your employ, all the data will remain accessible to the Administrator.

How to use Kontakto?

The Administrator and all users must carefully guard all their log-in information. All information in the database is confidential and no Third Party may access them at any time.

Use Kontakto in accordance with legal and your internal rules, laws, and regulations.

Use Kontakto only to archive data that you wish to rightfully process thereafter. Kontakto is designed with you keeping these rules in mind. If you have a suspicion that some data you keep is not useful to your business, delete it.

Intellectual property rights

Kontakto is fully covered by intellectual property laws. You may not use it to intentionally damage or misuse the database created. You must use the service in the way it was intended and designed.

Database Accessibility

The service may occasionally be down or inaccessible due to maintenance or system errors. Maintenance will be done exclusively outside of work hours. Urgent errors will be fixed as soon as possible. Any potential outage does not give the users rights to financial reimbursement.

Personal Data Protection

The data in the Kontakto database are usually the personal data of the sender of an e-mail. Your company decides why and how to use this data. This makes any client the administrator of this personal data, Kontakto is the data's manager. You and your company, just as Kontakto have to oblige all legal requirements connected to the administration of data, notably GDPR. This, among other things, means that in order to enter a trail or full version of Kontakto, we will have to sign a Processing Agreement which you will find attached.

Conclusions

These terms of use and the price list may be unilaterally changed at any time by Kontakto, if these changes are announced on our website, in the Administrator's account or via e-mail. The changes become valid after one week from this announcement or later, should the announcement specify this. Should you find any changes not to your liking, you can cancel your subscription at any time after the announcement.

The License Agreement and our relationship will be in accordance with the Czech Legal System, and any disagreements over their contents or details will be resolved by the courts of the Czech Republic.

Appendix - Processing Agreement

This is an agreement between Kontakty s.r.o., IN: 07346115 (**Service Operator**), and XXX, which orders either the trial or the full version of the Kontakto service (**Client**). Both parties confirm that this is a written agreement between them. The Service Operator is signed below, the Client signs the contract by ordering the service by e-mail.

The principal function of Kontakto (**Collaboration**) is the processing of Data for the Client by the Service Operator. Both the Client and the Service Operator are obliged to manage all the personal data in accordance with all valid regulations, notably with (EU) 2016/679 (**GDPR**). According to GDPR, both parties must exactly define the terms under which Data will be managed in writing, which takes place hereafter:

a) Obligatory information:

The subject matter and nature of the Processing of Data taking place under this Collaboration.

Subject categories : Senders of e-mails (representatives of Third Parties in cooperation with the Client) addressed to employees and collaborators of the Client.

The processing's purpose: The functionality of Kontakto.

The type, kind and nature of Data: Identification, contacts and others based on the Kontakto Licence Agreement.

Processing outside of EEA: None, the Service Operator only works with data in EEA countries.

Minimal technical and organisational regulations: Administration passwords to the system which will hold all the processed Data, and access rights given to individuals, IT system updates, regular back-ups.

b) Notifications and collaborations:

The Service Operator will notify the Client immediately (within 48 hours at the latest) upon discovering any of the following: (i) a violation of this Agreement or GDPR, or any other law or regulation or (ii) a violation of Data security. This Notification by the Service Operator will include (i) the date and time of the incident, (ii) a description of the incident, (iii) the names of individual who may have been affected by this incident, and the Data categories affected by said incident. The Service Operator will notify the Client immediately (within 3 days at the latest) about: (i) any complaints or requests of any Data owners in connection to their Data, and (ii) notifications, orders or requests of relevant monitoring agencies or courts in relation to the Data. Should this take place, the Service Operator will request instructions from the Client.

c) Obligations of the Service Operator according to Article 28 of GDPR

- The Service Operator will process Data only based on the Client's instructions. An order of Kontakto is understood to be such an instruction.
- The Service Operator will ensure that all persons authorized to access and process said data are bound by a non-disclosure agreement.

- The Service Operator will assess the state of the hardware, installation price, the nature, extent, context and purpose of Data processing, and the likelihood and seriousness of risks for the rights and liberties of individuals. The Service Operator will also make sure that appropriate technical and organisational measures are taken to ensure the security of this Data.
- The Service Operator can include external suppliers necessary to the processing of Data via Kontakto. The Service Operator will not include any more third parties without the direct approval of the Client. Every potential processor will be bound by the same rules and duties binding the Service Operator according to this Agreement. If the Third Party does not operate with Data or its security, the Service Operator remains responsible for all these matters.
- The Service Operator will assess the nature of Data processing required and will assist the Client by taking appropriate technical and organisational measures to insure the Client's ability to comply with Requests as listed in c. 3 of GDPR, specifically requests for information and other rights of Data subjects.
- The Service Operator will assess the nature of Data processing required and will assist the Client by taking appropriate technical and organisational measures to the Client's ability to comply with their obligations according to articles 32 through 36 of GDPR, namely the obligation to ensure security, and notifications about its potential violation, and communication with The Office for Personal Data Protection.
- After the end of the Collaboration, the Service Operator will either delete or return all data to the Client, based on the Client's wishes, unless it is under a legal obligation to archive this data.
- The Service Operator will provide the Client with all necessary information to prove that the Client's obligations under this Agreement and GDPR have been met. It will also allow the Client or its representative to control the strict following of these obligations.

d) This Agreement remains valid throughout the validity of the Collaboration.