

Terms and Conditions

Article I.

Introductory provisions

The General Terms and Conditions (hereinafter referred to as the GTC) govern the legal relations between Diamond public s.r.o. and the Client of the advertisement, which arise during the publication of the advertisement on the portal **sex-czech.cz**, **sex-poland-private.pl**, **sex-slovakia.sk**, **szexpartner-hungary.hu** ("the Portal").

The operator is Diamond public s.r.o. (Hereinafter referred to as the "Operator"), which is authorized to perform advertising activities.

The Operator is not an escort agency and does not provide any services offered on the Portal. The services offered on the Portal are the services of the Client, who bears full responsibility for the quality, price, availability of services and is responsible for the veracity of the information contained in the Client's advertisement.

The client of the advertisement is a natural or legal person ordering the advertisement in his own name and on his own account on the Operator's Portal.

The services provided by the Operator on the Portal consist in the service of publishing an advertisement for a fee on the Operator's Portal.

Advertising is any information (text, image) that meets the requirements of advertising according to the GTC and is published for a fee on the Operator's Portal.

Payment system via payment gateway or PayPal.

Article II.

Ordering advertising / membership

The advertiser can create an advertisement by clicking on the "Registration" button, regardless of whether the advertiser is logged in through his user account or not. In the case of an unlogged-in user, the process of his registration will be performed in the process of adding an advertisement, and after its saving, a user account will be automatically created for the Unlogged-in user.

The advertiser adds the advertisement by clicking on the "Registration" icon. After clicking on the "Registration" button, the Advertiser will be asked to fill in a form in which it is necessary to fill in all mandatory data in order for the advertisement to be eligible for publication on the Operator's Portal.

The eligibility of an advertisement for publication on the Operator's Portal is determined by the mandatory requirements of the advertisement, which must be filled in the form, otherwise it will not be possible to complete the process of adding and publishing the advertisement on the Operator's Portal.

Mandatory requisites of the advertisement are: name, age, location, type of service, telephone number, weekly availability, erotic practices, text of the advertisement, photos.

In addition to the obligatory requisites, the client of the advertisement can state other optional data in the form, but at his own risk, namely: selection of women / men, exact address (for map display),

experience, bust size, natural adjustment, sexual orientation, tattoo, piercing, height, weight, eye color, hair color, special details, language skills, payment options.

After filling out the form, the Customer continues the process of creating an advertisement by clicking on the "Submit registration" button.

Payment for the publication of the advertisement:

- Payment for the publication of the advertisement: **FREE**
- VIP services via payment gateway or PayPal

By filling in the form, the Client completes the order of the Operator's Service by clicking on the "Finish" button and at this moment the order becomes legally binding.

Article III.

Payment, payment terms and invoicing conditions

The price is invoiced on the basis of a valid price list published on the Operator's Portal, with which the Advertiser has the opportunity to get acquainted in the form for the advertisement.

Based on the order, an invoice will be issued to the Client of the Operator's Service and sent electronically by email.

In the event that the Client is an agency, the conditions of Article III, points 1, 2 shall apply.

Article IV.

Refusal to publish an advertisement

The operator reserves the right to refuse to publish the advertisement if:

- the content of the advertisement is in conflict with the legal order of the Czech Republic, contradicts good morals, or endangers public order,
- the advertisement or its content does not comply with the technical requirements of the Portal,
- the advertisement or its content promotes other competing providers of the same or similar services
- the content of the advertisement could interfere with the rights and legitimate interests of the Operator and third parties, the content of the advertisement contains elements of racial or religious intolerance or manifestations of discrimination and extremism
- it is a duplicate publication of the advertisement, and in these cases the Operator is not obliged to inform the Client of the reason for the rejection of the advertisement
- It is a fictional, unrealistic, fictional advertisement
- it is an advertisement of sex dolls, inflatable virgins, erotic toys, erotic aids, erotic accessories in general

- it is an advertisement containing photographs that violate the legislation on intellectual property rights, copyright, are illegally downloaded and used
- it is an advertisement containing vulgar photographs, while vulgar photographs are considered to be photographs containing detailed shots of genitals or other parts of the body
- it is an advertisement of a job offer.

In the event that the Agreement between the Operator and the Customer is concluded, the Operator has the right to withdraw from the Agreement, and if the price of the Service has already been paid by the Client and the Client's advertisement has not become active, the Client has the right to a full refund.

Article V.

Changing the content of advertising

The Client is entitled to change the content of his advertisement during the prepaid period of the Service, the changed content of the advertisement must be in accordance with the GTC and generally binding legal regulations.

The Client is entitled to change the content of the advertisement on the basis of his login data (login name and password), while he is responsible for their storage and handling.

In the event that the Client changes the content of the advertisement during the prepaid period in violation of the GTC and generally binding legal regulations, the Operator is entitled to turn off the display of the advertisement on the Portal.

In the event that the Client changes the content of the advertisement during the prepaid period in accordance with the GTC and generally binding legal regulations, the changed content of the advertisement is not considered a new advertisement and this change in the content of the advertisement does not affect the length of the prepaid service.

The Operator reserves the right to make the necessary changes to the content of the Client's advertisement, especially formal, spelling changes and to remove inappropriate photographs, while inappropriate photographs are vulgar photographs defined in Article IV. point 1, blurred, blurred, low - quality photographs, photographs not related to the advertisement, unrealistic photographs and photographs as defined in Article IV point 1.

Article VI.

Deactivation of ad display and withdrawal from the contract

The Operator is entitled to withdraw from the contract during the prepaid period and deactivate the display of the Client's advertisement, in the event that

- it is an advertisement created for the purpose of fraud by a third party,
- it is an advertisement of the Client, the management and behavior of which causes damage to the Operator,

- it is an advertisement of the Client, which by its behavior annoys other Clients or causes them direct or indirect damage by its behavior,
- The customer has canceled his user account,

in the cases referred to in Article IV., Art. V. point 3, while in these cases the Client is not entitled to a refund or a proportional part of the amount of the prepaid Service.

The Client is entitled to deactivate the display of the advertisement at any time and for any reason during the prepaid period, while he is not entitled to a refund or a proportional part of the amount of the prepaid Service.

The Customer who cancels his user account during the prepaid period of the Service, his advertisement will be automatically deactivated, and the Customer is not entitled to a refund or a proportional part of the amount of the prepaid Service.

In the event that an Agreement on the provision of the Service has been concluded between the Operator and the Customer, the Client is entitled to cancel these before paying for the Services.

The Client may withdraw from the Agreement if the Operator does not provide the Service for more than 7 days, and is entitled to a refund of a proportional part of the prepaid Service.

Article VII.

Liability for the content of advertising and liability for damage

The client is fully responsible for the content of the published advertisement, including text and photographs.

The Client undertakes that the content of the ordered advertisement complies with the provisions of Article IV point 1 and the principles of fair trade and that the distribution of advertisements on the Portal will not endanger the rights and legitimate interests of third parties.

The Client declares that all financial claims arising from the use of copyright works, the likeness of a natural person and rights related to and related to copyright are fully satisfied.

The Client undertakes that if the Operator incurs damage due to the dissemination of advertising, the content of which is in conflict with the GTC, the law of the Czech Republic, will compensate the Operator for the damage caused, including all costs related to proceedings before courts or other bodies authorized to act and costs. legal representation.

The Client undertakes that if the Operator is imposed any monetary or non-monetary sanctions as a result of the publication of the Client's advertisement, it will pay the Operator within 30 days after the request sent to the Client by the Operator.

The Operator is not responsible for the activities of the Clients of the Portal Services, and does not bear any responsibility for any misuse of the Portal Services by the Client or third parties.

The Operator shall not be liable for any damages incurred by the Client or third parties directly, indirectly or accidentally as a result of or in connection with the use of the Portal's services.

The Operator is not liable for damages that would occur to the Client or third parties as a result of the impossibility of using the Services of the Portal or in direct or indirect connection with this fact.

The Operator does not guarantee the continuous functionality of the Portal and continuous faultless operation.

The Operator is not liable for damage that could be caused to the Customer by a malfunction of the Service, for any reason.

The Operator reserves the right to technical shutdown of the system, which may cause a temporary failure of the availability of paid Services.

The operator is not obliged to examine whether the content of the advertisements does not infringe the rights of third parties. In the event of a third party claim in connection with the publication of a demonstrably false or legally inadmissible advertisement, the Client assumes all obligations arising from such legitimate claims and compensates the Operator for damages incurred by the above actions of the Client.

Article VIII.

Rights and obligations of the Contracting parties

The Operator reserves the right to notify and request redress from the Client who violates the provisions of the GTC and generally binding legal regulations and in case of non-compliance with the notice to terminate the provision of services to the Client, exclude him from the system without any notice of exclusion; proportional part of the prepaid Service.

The Operator has the right to refuse to provide the Service to anyone without giving a reason.

The Operator has the right to terminate the provision of the Service, in which case it is obliged to notify the Clients in advance, at least 30 days before the date of termination of the Service. In this case, the Client is entitled to a refund of a proportionate amount for the unused period of the prepaid Service.

The Operator has the right to change the GBC, but the change of the GBC does not apply to already concluded contractual relationships, while informing about such changed GBC, their validity and effectiveness through the Portal in the part of the GBC, by stating the effective date.

The Client is not entitled to distribute the content of the Portal in any way, in particular it is not entitled to copy, change, distribute or otherwise dispose of the content of the site for further commercial use, except for handling the Client's own content, unless otherwise agreed between the Operator and the Client.

The Client agrees that the Operator is entitled to send e-mail messages containing information on news and updates of the Portal and other system information related to the operation of the Service in accordance with generally binding legal regulations.

Article IX.

Complaint conditions

The Customer has the right to complain about an error or other defects of the prepaid Service that occurred on the Operator's Portal in connection with the Service provided to him. An error on the

part of the Operator means in particular the malfunction of the Services specified in the Order and complaints in connection with the payment for paid Services.

It is not an error on the part of the Operator if the Services are not available at the Customer due to a failure of the Customer's connection to the Internet or due to other facts for which the Operator is not responsible.

In the event of a complaint about payment for the ordered Services via selected payment methods by the Operator's Client, the procedure will be that the Client will file a complaint with the Operator, who will obtain the necessary data from the Client to resolve the complaint. The operator will then provide this information to the company, which, based on the submitted data, will conduct an investigation to verify the validity of the complaint. The Company will inform the Operator of the result of the complaint process without undue delay after the end of the complaint procedure. The Operator will then discuss the result of the complaint procedure with the Client.

The deadline for making a complaint is no later than 14 days from the day when the Customer discovered or could have found the error.

The Customer is entitled to make a complaint by e-mail to the address: info@diamond-public.cz.

The operator undertakes to announce the result of the complaint within 14 days from the date of its receipt.

Article X.

Protection of personal data

The Portal Operator undertakes to process personal data only in the manner specified by Act No. 18/2018 CFU on Personal Data Protection and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data on free movement, repealing Directive 95/46 / EC on the protection of personal data without infringing the fundamental rights and freedoms of data subjects, in particular the right to respect for human dignity or any other unauthorized interference with their right to privacy.

The scope of processing personal data and the purpose of their processing is defined depending on whether the Portal the person concerned: visits, creates a user account, adds an advertisement, orders a paid Service,

The scope of personal data processing in case the person concerned visits the Portal is defined by the scope of personal data processing, namely IP address, date and duration of the visit, type of browser and its settings, operating system. These data are used exclusively for statistical purposes.

The scope of personal data processing in the event that the person concerned creates a user account on the Portal is defined by the scope of personal data processing, namely email address, telephone number, password. This personal data will be processed exclusively for the purposes of registration of persons registered through the Portal, registration of advertisements for handling any complaints, sending e-mail messages containing information about news and updates of the Portal and other system information related to the operation of the Service.

The scope of personal data processing in the case of the point where the person concerned adds an advertisement on the Portal is defined by the scope of personal data processing, namely personal data, which are mandatory and optional requirements of the advertisement, to the extent defined in

Article II, points 4, 5. will be processed exclusively for the purpose of adding and publishing the advertisement.

The scope of personal data processing in the event that the person concerned orders a paid Service on the Portal is defined by the scope of personal data processing, namely name, surname, address. These personal data will be processed exclusively for the purpose of issuing a tax document - invoice, in the sense of Act 222/2004 CFU on value added tax, § 71 paragraph 2 letter b).

By registering, the user confirms that the information provided is true and accurate. In the event that the Client, in order to add an advertisement and use the paid Service of the Portal Operator, provides additional data when creating the advertisement, which by itself or in connection with other data can be considered personal data in accordance with the provisions of the Personal Data Protection Act as amended, and on their basis it will be possible to directly or indirectly identify the Client, by registering, adding an advertisement and then filling out the form to add an advertisement, order the Service and pay the price for the ordered Service, voluntarily agrees to personal data processing in accordance with Act No. 122 / 2013 CFU on personal data protection as amended By the operator: Diamond public sro IČO: 07910584, with its registered office in Žďár nad Metují 18, 549 55, registered at the Regional Court in Hradec Králové under file number C 43393 and voluntarily agrees to the processing of personal data in the scope of name, surname, e-mail address, telephone number of companies providing payment systems through a payment gateway: for statistical purposes only, with this consent granted indefinitely until revoked.

The Client is entitled to revoke the consent to the processing of its data at any time, in writing to the address of the Operator or via email to the address info@diamond-public.cz

The Customer has the right at any time to request from the Portal Operator information on which personal data it processes and stores.

The Client is entitled at any time to request the correction or change of the data of his user account or other data which he stated when adding the advertisement, ordering the Operator's Service. He also has the right to request the deletion of this data at any time, but when deleting some data, it will not be possible to provide the Operator's Services. The Client has the right on the basis of a written request sent to the Operator's address or via email to the address info@diamond-public.cz to request from the Operator: confirmation whether or not personal data about him are processed, in a generally understandable form information on personal data processing in information system in the scope of the Operator's identification data, the purpose of personal data processing, list of personal data and necessary additional information, information about the source from which he obtained his personal data for processing, list of personal data subject to processing, disposal of his personal data processing ended, liquidation of his personal data, which are the subject of processing, if there was a violation of the law, blocking of his personal data due to revocation of consent before the expiration of its validity.

Any questions related to the protection of your personal data can be sent to us via email to: info@diamond-public.cz or directly to the Operator's address.

Article XI.

Final Provisions

The regulation of legal relations between the Operator and the Customer is contained in the GBTC, which are part of the order, with which the Customer will become acquainted before confirming the prepayment of the paid Service.

Legal relations not regulated in the GTC are governed by the valid legal regulations of the Czech Republic.

In particular, the deviating contractually regulated legal relations between the Operator and the Client take precedence over the GBTC, the scope of the GBC can be excluded only by the Contract between the Operator and the Client.

These GTC come into force and effect on 01.04.2020