

Terms and rules of use of the website

Website operator

Website on the domain www.cm-trade.cz (hereinafter referred to as the "**Website**") are created and managed by the company **CM Trade Via s.r.o.**, ID number: 255 10 681, with registered office at Olomoucká 3419/7, 618 00 Brno, registered in the commercial register maintained by the Regional Court in Brno under sp. stamp C 29176 (hereinafter referred to as "**CM Trade Via**").

contact CM Trade Via:

- (a) by post at Olomoucká 3419/7, 618 00 Brno, Czechia;
- (b) by e-mail at info@cm-trade.cz;
- (c) by phone at +420 549 274 164 (information); or
- (d) in another way indicated on the Website.

Terms and rules of use of the Website in general

These terms and rules of use which regulate the use of the Website (hereinafter referred to as "**Terms and rules of use**") apply to visitors and users of the Website on the domain www.cm-trade.cz operated by CM Trade Via.

By any use of the Website or by clicking on any link, the user confirms that he agrees to these Terms and rules of use. If any user does not agree with them, he is not authorized to use the Website and services of CM Trade Via.

Users are obliged to comply with the contractual provisions set out in these Terms and rules of use. In the event of a violation of the provisions stated these Terms and rules of use, CM Trade Via is entitled to apply all measures contained in these Terms and rules of use or permitted by relevant legal regulations.

Changes to terms and rules of use

CM Trade Via reserves the right to modify or supplement these Terms and rules of use at any time and in any manner without prior notice. In order for the user to be informed of any possible changes, CM Trade Via recommends that the user regularly read the Terms and rules of use. Use of the Website is subject to the current Terms and rules of use at the time of use.

Access to the Website and its availability

Access

Access to the Website is free and open to all. The user bears the costs for connection and equipment associated with access to the Internet and use of the Website.

The user must not interfere with or disrupt the functionality of the Website. The User is prohibited from accessing the Website in any way other than the interface provided for this purpose by CM Trade Via. Access to the Website by any other means is considered unauthorized.

Availability

CM Trade Via reserves the right that the Website may not always be available continuously, in particular due to regular maintenance of hardware and software equipment or technical malfunctions beyond the control of CM Trade Via. However, CM Trade Via guarantees that it will use its best efforts to make the Website available, except in cases of force majeure or technical malfunctions beyond the control of CM Trade Via.

User behaviour

The user is responsible for the consequences of his actions connected with the use of the Website provided by CM Trade Via.

The User may not use the Website for any activities that are or could be in conflict with the laws of the Czech Republic, good morals, generally accepted principles of using Websites provided via the Internet, as well as these Terms and rules of use or the legitimate interests of CM Trade Via.

If the user allows other users to place content on the Website or otherwise allows them to share the services provided by CM Trade Via he is responsible for ensuring that the services are used by third parties in accordance with these Terms and Rules of use and legal regulations. The user shall compensate CM Trade Via for any damage caused to CM Trade Via in connection with the use of CM Trade Via's Website or services in violation of legal regulations or these Terms and rules of use, whether by himself or another user whom the user has allowed to use the services. CM Trade Via is not responsible for any violation of any rights of third parties.

CM Trade Via may terminate or restrict access to the Website at any time without any claim on the part of the user, especially if:

- (a) the user uses the Website in violation of these Terms and rules of use;
- (b) the company CM Trade Via reasonably suspects that the user is using the Website in violation of applicable legal regulations and generally binding ethical and moral principles of the company or good morals, or the use is intended to violate the rights of third parties or to commit or assist in criminal activity;

- (c) the user uses the services for commercial and other purposes that could (even in the final consequences) damage CM Trade Via;
- (d) the user abuses, blocks, modifies or otherwise changes any function of the Website or attempts to disrupt the stability, operation or data of the Website;
- (e) the user disrupts or attempts to disrupt the stability or operation of the Website or the data stored on it.

If it is possible to download some elements of any page of the Website the user can download only one copy of such content to one computer which serves for his personal use, or for his own non-commercial use.

The user may not remove the authorship or ownership marks from the contributions, and the contributions may not be changed in any way. Any commercial use is prohibited.

User responsibility

The user uses the Website at his own risk.

CM Trade Via explicitly warns the user that the use of any products or services in violation of these Terms and rules of use may constitute an illegal act which may also have the characteristics of a criminal activity.

CM Trade Via is entitled to identify users if requested by prosecuting authorities or if such identification is required by applicable law.

The user is personally responsible for setting up the computer and telecommunications resources necessary to access the Website and for the knowledge necessary to use the Internet and access the Website.

The user understands that the content of the Website is primarily intended for informational and educational, possibly entertainment and other purposes and does not provide any advice or opinion, for example legal or medical, which could be considered binding and relevant.

The user is fully responsible for the secrecy of his username, password or any other registration data if their existence is allowed by the nature of the Website, and bears all responsibility and any costs that arise in connection with the violation of these Terms and rules and rules of use.

The user may not assign or transfer his rights and obligations arising from the contractual relationship with CM Trade Via in connection with the use of the Website or services to a third party, even free of charge.

The user understands that all rights and obligations of CM Trade Via under these Terms and rules of use, any rights and obligations of CM Trade Via arising from the provision of services and operation of the Website to the user may be transferred to third parties without the need for any further consent from the user.

CM Trade Via disclaimer

The User acknowledges that CM Trade Via does not guarantee and is not responsible for:

- (a) the functionality of the user's data network or for its hardware and software equipment, as well as for the functionality of the public Internet network;
- (b) any possible damages incurred by the user if the user is not informed in a timely manner about any changes to the Website or services simply because he does not use them regularly;
- (c) the content of the Website, in particular for the fact that this content will be in full compliance with applicable legal regulations and that it will be error-free;
- (d) that the Website does not contain viruses or other disruptive components.

The Website may contain links to other external websites or other external internet resources or social plugins. If CM Trade Via has no control over these external websites, resources or social plugins CM Trade Via cannot be responsible for the accuracy, timeliness and availability of these external websites, resources or social plugins and cannot assume any responsibility for the content, advertising, products, services or any other information or data available on or from these external websites, resources or social plugins. In addition, CM Trade Via shall not be liable for any direct or indirect damages or losses arising out of or related to the use or reliance on the content, goods or services available on such external websites, resources or social plugins.

Handling of Website content by the user

The Website and any software necessarily used in connection with it may contain confidential information; the content of the Website in any form, in any processing, arrangement or in any file, and its source code (or the source code of any computer program necessarily used in connection with it) are works of authorship protected by copyright, or (depending on the type of content) other objects of intellectual property rights belonging to CM Trade Via or third parties.

Unless otherwise stated, the intellectual property rights to the content and all information of any nature contained on the Website and each of the elements that make up the Website (images, illustrations, texts, graphic elements, etc.), including the software and database created for the Website (hereinafter "**Content**") are the exclusive property of CM Trade Via, which does not grant any license or right other than the right to view the Website.

All trademarks, trade names and trade names, including logos, are owned by CM Trade Via, or as the case may be, owned by CM Trade Via's business partners or users, and are prohibited from being used on other websites, marking products or services with them, or using them in any other way contrary to legal regulations and legitimate interests of CM Trade Via or third parties concerned.

The User may not copy, modify, create derivative works, change the design or assembly or in any other way attempt to find the source code (except as provided by law), sell, assign, sublicense or transfer in any way all rights in all or part of the Content.

The User may not modify all or part of the Content, in particular the software, or use modified versions of the software and in particular (without this list being exhaustive) in order to gain unauthorized access to the Service and access to the Website by any means other than through the interface provided by CM Trade Via for this purpose.

Any full or partial reproduction, modification or use of trademarks, illustrations, images and symbols or any other Content for any reason and in any medium without the express prior written consent of CM Trade Via or the owner of the relevant intellectual property rights is strictly prohibited. The same applies to all copyrights that appear or are used on the Website.

Reproduction of all or part of the Content is permitted exclusively for the purpose of personal and private use, any reproduction and any use of copies made for other purposes is expressly prohibited.

Any creation of links on the Website, any shaping of the Website and, more generally, any use of any element constituting the Website, is subject to the prior and express consent of CM Trade Via, which may be revoked at any time at its sole discretion. CM Trade Via may (i) request the removal of any link on the Website that has not been or is no longer permitted and (ii) seek compensation for any damage caused thereby.

Processing of personal data

CM Trade Via processes personal data and cookies in connection with the operation of the Website. Information about how we handle your personal data is described in [the Privacy Policy](#).

Changes to the Website

CM Trade Via reserves the right to modify or supplement this Website at any time and in any way without prior notice.

Use of the Website is subject to the current Terms and rules of use at the time of use.

Final provisions

These Terms and rules of use are effective starting on August 19, 2024.

CM Trade Via reserves the right to terminate, change or supplement these Terms and rules of use, even without prior notice to users, and the change is effective on the day the updated Terms and rules of use are published on the Website or within the CM Trade Via service. The user agrees to the new version of the Terms and rules of use by continuing to use the CM Trade Via Website or services.

These Terms and rules of use and all relationships arising on the basis of them are governed by the legal order of the Czech Republic. Disputes arising in connection with these Terms and Rules of use, which cannot be resolved out of court, are the responsibility of the Czech courts.

Legal relationships that are not regulated by these Terms and rules or a separate contract are governed by Act No. 89/2012 Coll., the Civil Code, as well as Act No. 634/1992 Coll., on consumer protection.

CM Trade Via s. r. o.