

General Terms and Conditions

1. Introductory Provisions

1.1. Whenever any of the terms specified below in this article is used in this document, such a term shall have the meaning defined herein. Any terms defined in other documents constituting a part of a Service Contract (particularly in the Agreement and STC) shall have the meanings defined in such other documents.

Authorization Means	- shall mean authorization cards the use of which shall be a prerequisite and unavoidable condition of use of the Services, issued or procured by the applicable EUROWAG Company;
Price Lists	- shall mean documents specifying prices for the Services (or a method of their determination) and other related performances, which may be invoiced to the User;
Agreement	- shall mean: <ul style="list-style-type: none"> (a) the Master Agreement on Cooperation entered into by the User and the Agent regarding the (i) intermediation of conclusion of the Service Contract between the User and the individual EUROWAG Companies; (ii) general agreement on the contractual procedure for the Service Contracts and general agreement on terms and conditions of provision of the Services; and (iii) ensuring access to the client section of the Website; (b) the framework contract for the provision of services or, if applicable, framework contract for the provision of products entered into by the User and the Agent for the purpose of laying down the terms and conditions for delivery of goods or provision of services from the portfolio of WAG to the User and define the rights and obligations of the parties related to such provision;
ExBT	- shall mean third party business terms, including all manuals, terms and binding price lists that may govern, under the applicable STC, the applicable Service Contract or provision of the Services;
EUROWAG Group	- shall mean the group, whose member the Agent is, and wherever other documents that form a part of the Service Contract (including but not limited to the Agreement and STC) mention the EUROWAG Group, it shall mean EUROWAG Group;
New EUROWAG Member	- shall mean a company, which became a member of the EUROWAG Group after the conclusion of the Agreement between the Agent and the User;
Business Terms Order	- shall mean all STC and GTC; - shall mean the User's act vis-à-vis the Provider made in writing (including a simple e-mail sent at the address specified in the relevant STC) as well as in other ways specified in any STC, through which the User manifests its will to enter into the Service Contract with the information or documents necessary for the performance of the relevant Service Contract;
Provider	- shall mean a EUROWAG Company, which is a party to the applicable Service Contract, or the one providing the Services;
PDP Regulations	- shall mean all applicable legal regulations governing the protection, processing and movement of personal data in the countries where such personal data is processed, in the countries from which such Personal Data originate and in the home countries of the parties. If one of these countries is a member of the European Communities, the term shall in particular refer to EU Regulation 2016/679 (GDPR);
Overview	- shall mean an overview which lists all of the offered Services by countries and Providers from the EUROWAG Group and which is available in the client section of the Website;
Framework Service Contract	- shall mean an agreement that may be required in the STC as a pre-requirement of conclusion of a Service Contract, which – by itself – does not grant the right to be provided the Service, but which rather defines the rules of its rendition for the case that the Service Contract is concluded later, whereas for: <ul style="list-style-type: none"> (a) the framework contract for the provision of services, the meaning shall be the same as that of the subcontract; (b) the framework contract for the provision of products, the meaning shall be the same as that of the purchase contract for the goods or contract for provision of the relevant service.
List of Companies	- shall mean a list specifying the individual companies, which are members of the EUROWAG Group, available on the Website;
Services	- shall mean a delivery of goods and provision of services as specified on the Website;
Service Contract	- shall mean a contractual relationship establishing the duty to provide the Services, whereas for: <ul style="list-style-type: none"> (a) the framework contract for the provision of services, the meaning shall be the same as that of the subcontract; (b) the framework contract for the provision of products, the meaning shall be the same as that of the purchase contract for the goods or contract for provision of the relevant service.
STC	- shall mean the special business terms and conditions for the individual Services or, as the case may be, Authorization Means or specific settings of the way of providing the Services which govern the Service Contracts or the provision of the Services, and which prevail over the GTC;
EUROWAG Company	- shall mean each of the entities included in the List of Companies a member of the EUROWAG Group and shall have the same meaning as EUROWAG Company if used in other documents forming a part of the Service Contract (in particular the Agreement and STC);
Data Subject	- shall mean a natural person identified or identifiable directly or indirectly, in particular by reference to a particular identifier, whose personal data is processed in connection with the provision of services;
User	- shall mean the recipient of the Services;
GTC	- shall mean these General Terms and Conditions;
Website	- shall mean the website https://www.eurowag.com/ ;
Agent	- shall mean: <ul style="list-style-type: none"> (a) for the Master Agreement on Cooperation, that of the EUROWAG Companies, which enters into the Agreement on its own behalf and on the behalf of the other EUROWAG Companies; (b) for the framework contract for the provision of services and, if applicable, the framework contract for the provision of products, W.A.G. payment solutions, a.s., Identification No. (IČ): 26415623.

- 1.2. The purpose of these GTC is to specify mutual rights and duties of the EUROWAG Companies and the User when providing the Services and in relation thereto. These GTC, together with the STC, shall be an integral part of each Service Contract. If so specified by the applicable Service Contract or the GTC or the STC, other terms and conditions, especially the ExBT, may also be an integral part of the Service Contract.
- 1.3. If so stipulated by any STC, use of the Authorization Means shall be a pre-requisite and unavoidable condition of rendition of the applicable Service. The User shall be obliged to adhere to their rules of use as stated in the STC governing such Authorization Means. Such STC shall become a part of the Service Contract not later than by hand-over of the Authorization Means to the User. In case of any conflict between the STC governing Authorization Means and the STC governing the applicable Service, the STC governing the applicable Service shall always prevail over any STC governing the Authorization Means.
- 1.4. If so stipulated by any STC, an acceptance of the Order by the Provider shall be a pre-requisite and unavoidable condition for the provision of a certain Service. The Order serves only for specification or addition of the parameters of the cooperation and only complements the Service Contract in terms of contents as its inseparable part.
- 1.5. If the proper provision of the Service requires execution of multiple contracts, any EUROWAG Company according to the Overview can be a party to any of those contracts.
- 1.6. In case of any conflict between the text of any documents which constitute the Service Contract, these documents shall apply in the descending order according to the legal force as follows:
 - (i) ExBT but only within the scope, in which they
 - don't impose on any of the EUROWAG Companies more duties than the Business Terms (issued by the EUROWAG Group);
 - don't require more stringent or broader liability on the part of any of the EUROWAG Companies than the Business Terms (issued by the EUROWAG Group); and
 - don't contradict the procedure described in the Business Terms (issued by the EUROWAG Group).
 - (ii) Deviations from the STC for the particular Service (if validly agreed);
 - (iii) STC for the particular Service;
 - (iii) Deviations from the GTC (if validly agreed);
 - (iv) GTC;
 - (v) ExOP, to an extent other than as specified above;
 - (vi) Price lists;
 - (vii) Order, but only to the extent that it:
 - does not impose more obligations on any of the EUROWAG Companies than the Business Terms (issued by the EUROWAG Group);
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 - does not require more stringent or broader liability on the part of any of the EUROWAG Companies than the Business Terms (issued by the EUROWAG Group); and
 - does not contradict the procedure described in the Business Terms (issued by the EUROWAG Group).
 - (viii) business terms or other documents of the User (if validly included in the Service Contract).
- 1.7. In view of the effort to improve the Services provided, as well as of the changes and development of the legislation and EUROWAG Group's business policy, EUROWAG Company shall be entitled to unilaterally change the Business Terms and the Price Lists. Unless the STC provide otherwise (for example, in a situation where, given the nature of the supply, frequent changes to the prices can be expected), the new wording of the Business Terms and the Price Lists shall be published by the Agent in the client section of the Website 1 month before the effective date of the new text of the Business Terms for the existing Users. If the existing User does not reject any proposed change to the Business Terms and the Price Lists, the User shall be deemed to have accepted such a proposed change. If the User rejects any proposed change, the User has the right to terminate:
 - (i) the Agreement, Service Contract or Framework Service Contract, if any, in the event of a change to the GTC;
 - (ii) the Service Contract or Framework Service Contract, if any, in the event of a change to the relevant STC;
 and the notice of termination must be delivered to the Agent no later than 5 days before the scheduled effective date of the new wording of the Business Terms for existing Users, with the notice of termination coming into effect on the effective date of the new version of the Business Terms for existing Users.
- 1.8. In connection with the provision of the Services, the personal data of the Users is processed and the personal data of other persons, such as the employees of the User or other persons cooperating with the User, may also be processed. All information and details on the identity of the controller, the purposes of the processing and the legal basis of the processing, legitimate interests, if any, of the controller, recipients, if any, of the personal data, and how data subjects can exercise their rights are available in a document entitled "Privacy Policy" available on the Website.

2. EUROWAG Group

- 2.1. Each of the entities, i.e., subsidiaries, branches and other entities as specified in the List of Companies shall also be a part of EUROWAG Group and, at the same time, a party to the Agreement in the part of agreement on the contracting process for the Service Contract and the conditions for the provision of the Services.
- 2.2. The User acknowledges that EUROWAG Group may be expanded to include new entities. The User as well as each of the EUROWAG Companies hereby expressly agrees that each New EUROWAG Member accedes to the Agreement as another of the EUROWAG Companies by allowing its identification information to be published in the List of Companies. The particular accession shall be effective on the date when the identification information of the New EUROWAG Member are published in the List of Companies. The User undertakes to comply with its obligations under the Agreement and each contract for Services also vis-à-vis the New EUROWAG Member.

3. Certain Provisions of the Service Contracts

- 3.1. A Service Contract shall be concluded in a way specified in the STC applicable to the relevant Service. Unless stated otherwise in the applicable STC, a Service Contract shall not be concluded later than at the moment of use of the applicable Service by the User.
- 3.2. If so specified by the applicable STC, Services shall be provided based upon a Framework Service Contract, in relation to which the applicable Service Contract is an implementation contract. In such case, such Framework Service Contract regarding the applicable Services shall be created not later than at the moment of conclusion of the first implementing Service Contract.
- 3.3. A Service shall always be provided by the EUROWAG Company determined under the Overview. The Service Contract or, as the case may be, the applicable Framework Service Contract shall always be entered into with such a determined EUROWAG Company.
- 3.4. In the event of a change of the Provider in the Overview, the Service Contract and, if applicable, the Framework Service Contract will be assigned to the respective EUROWAG Company. The User shall be deemed to give its consent to such assignment by using any of the Services.

- 3.5. The Provider shall be entitled to secure provision of certain Services also through third parties, which need not be in the position of subcontractors but which may provide the Services directly to the User. If the User defaults on any of its obligations (debts) towards such third party, the User shall – at the same time – default on its debt or obligation owed to the Provider.
- 3.6. Each Provider shall be entitled to stop providing the Services (or any of them) in justified cases. Provision of Services may be especially stopped if the User defaults on any of its obligations (debts) owed to any of the EUROWAG Companies or their part, if delivery of the Services would deplete or exceed or threatens to deplete or exceed any of the Service purchase limits or in case of insufficient collateral or failure to balance the collateral.

4. Price and Payment Terms

- 4.1. For being provided the Services, the User shall pay the Provider the price accordingly to the Price Lists which are available in the client section of the Website or which have been otherwise provided to the User. Unless agreed otherwise in the Agreement, the price for the Services shall be invoiced in the currency specified in the client section of the Website. Pricelists may include also other fees, e.g. fees for issuance of Authorization Means, hard copy invoices, charges for longer maturity of invoices, charges for an increased Service purchase limit, etc.
- 4.2. The User's payments shall be sent always to the account specified in the applicable invoice, request for payment or other document of similar nature issued by any of the EUROWAG Companies. All payments sent to the User shall be sent to the account specified by the User. The User shall notify the Agent of any change of its bank information, provided that such change shall be effective towards the EUROWAG Companies on the fifth business day after the notification. No change of bank information of the User shall require signing of an amendment of the Agreement.
- 4.3. If it is necessary, at any point during the duration of the relationship established by the Agreement, for the Agent, or any of the EUROWAG Companies, to perform currency conversion, the procedure specified in the client section of the Website shall apply.
- 4.4. In each case, invoicing shall be the responsibility of the Provider. The Provider shall be entitled (however, never obliged) to decide that whenever a sum lower than the minimum invoicing sum is to be invoiced, such sum may be invoiced together with the following invoice. The minimum invoicing sum is defined in the client section of the Website.
- 4.5. The Provider shall be entitled to issue invoices for the Services also through its branches another EUROWAG Company. This shall not affect the relationship based upon the Service Contract in any way and debts shall be still owed exclusively between the parties to the applicable Service Contract.
- 4.6. Invoices shall be issued for the User electronically, but the User may also agree with the Agent on sending invoices in another form. Agreement on another form of sending invoices and change, if any, shall not require that an appendix to the Agreement be concluded.
- 4.7. Electronic invoices shall be saved and available to the User in the client section of the Website. Invoices in another form may be subject to a fee as specified in the applicable Price List valid on the day of issuing the invoice. Hard copy invoices shall be deemed delivered on the 4th (in words: fourth) business day after mailing to the User's address.
- 4.8. Taking into account the nature of the Services provided, the invoicing of which may be based primarily upon information from technical means to be operated primarily by the User (e.g. Authorization Means, Toll Artefact), the User shall be obliged to check, immediately after receiving an invoice, all transactions invoiced to the User in the delivered invoice. In case of finding of any discrepancies, the User shall immediately notify that of the EUROWAG Companies, which issued the invoice, in any case not later 15 days after receiving the invoice; later complaints shall be disregarded and the invoiced sums shall be deemed approved by the User.
- 4.9. The invoicing period shall have 14 days, and individual invoices shall be due in 14 days from the date of issue. These parameters shall be considered default and may be changed by the Agent unilaterally. The User shall be entitled to ask for a change of the invoicing period and/or maturity date. Any change, however, shall become effective only after acceptance by the Agent. Such change shall not require an amendment of the Agreement.

5. Certain Provisions Governing the Access to the Website

- 5.1. If the access information for the client section of the Website was not provided prior to signing of the Agreement, then – unless agreed by the parties otherwise – the access information shall be provided to the User electronically by e-mail to the address stated at the head of the Agreement without undue delay after the Agreement was entered into.
- 5.2. As soon as the User has been given the password to access the client section of the Website but no later than the moment when the User first logs in the client section of the Website, an unnamed customer account contract is made between the User and the Agent. The terms of this contract are as follows:
 - 5.2.1. The Agent is obliged to keep an account for the User in the client section of the Website.
 - 5.2.2. The Agent shall be entitled to limit the User's access to the client section of the Website or, as the case may be, to a part of the content thereof, especially if there is a reasonable danger of access information abuse or if the User defaults on any of its obligation (debt) or a part thereof owed to any of the EUROWAG Companies, including the Agent, as well as due to other material reasons.
 - 5.2.3. The User acknowledges that any actions in the client section of the Website may have legal effects such as entering into, changes in or termination of contractual relationship between the User and any of the EUROWAG Companies. Any actions made through the User's account in the client section of the Website shall be deemed to be the User's actions. For this reason, the User shall be obliged to ensure that access to the client section of the Website shall be restricted to those persons who are entitled to bind the User with a valid legal effect by their acts.
 - 5.2.4. In relation to the access information, the User shall adhere to all safety rules to prevent its misuse. The User shall especially be obliged to secure its access information from disclosure to unauthorized persons and to only disclose the access information to persons on a need to know basis according to their relation to the User. By concluding the Agreement, the User acknowledges that none of the EUROWAG Companies shall be liable in any way for any abuse of the access information by third parties, except for cases of such abuse resulting from a willful act of any of the EUROWAG Companies or its gross negligence.
 - 5.2.5. The User acknowledges that its account may not be available around the clock, especially with regard to the necessary maintenance of hardware and software of the Agent or, as the case may be, hardware and software of third parties.

6. Certain Provisions Regarding Service Purchase Limits

- 6.1. The Agent may set a purchase limit for some Services or, as the case may be, a group of Services for the User, and such a limit shall be appropriately communicated to the User. A Service purchase limit shall mean the maximum amount of opened, i.e. unpaid, debts owed by the User to both the Agent and the Providers in relation to the Agreement, Framework Service Contracts or Service Contracts. The sum of Service purchase limit(s) is determined between the Agent and the User especially based upon the credibility of the User and the collateral provided to secure the debts.
- 6.2. The Agent shall make the current amount of Service purchase limits available to the User in the client section of the Website. The Agent shall be authorized to unilaterally change the sums of such limits in justified cases (e.g. unsatisfactory payment history of the User, decrease of the collateral securing of debts or the User's request), provided that the User shall be notified of any such change. Such change shall not require an amendment of the Agreement.

7. Collateral

- 7.1. To secure all debts owed by the User to any of the EUROWAG Companies in relation to the Services, Service Contracts, Framework Service Contracts or the Agreement, the User or a third party shall provide collateral as agreed with the Agent. EUROWAG Companies shall be entitled to satisfy their mature claims defaulted on by the User using the collateral without any further requirements at any time after the conclusion of the Agreement. If the User is delayed (albeit partially) in meeting its obligations (debts) for more than 30 days after the due date, the Agent and any of the EUROWAG Companies shall be entitled to declare the non-due debts of the User to any of the EUROWAG Companies arising in connection with the Services, Service Contracts, Framework Service Contracts or the Agreement or any part thereof immediately due or due upon request, and to satisfy all such claims from the collateral provided.
- 7.2. The provision of the Services may be influenced or directly conditioned by the agreement and retention of the possibility to pay for the Services by direct debit.
- 7.3. If the User and the Provider agree on the provision of collateral in the form of financial deposit payment, a contract on the payment of the deposit shall be executed between them as soon as at least the amount of the deposit and the deadline for the payment thereof has been agreed between them at least in a text version, and the following shall always apply to such contract:
- 7.3.1. the User is obliged to pay the deposit to the account specified by the Agent for that purpose I the agreed amount and within the agreed period of time.
- 7.3.2. Any of the EUROWAG Companies shall be entitled to satisfy their due claims (as well as claims made due according to 7.1. of the GTC) against the User from the deposit paid, with which the User expresses its explicit consent by paying the deposit under the preceding sentence.
- 7.3.3. The deposit does not bear interest and the User expressly agrees with this;
- 7.3.4. The deposit shall be returned to the User no later than thirty (30) calendar days from the moment it requests it. The User may not submit the request before all monetary and non-monetary liabilities or, more precisely, the last one of them, have been settled between the User and each of the W.A.G Companies;
- 7.3.5. The User is obliged to notify the Agent in the request for the return of the deposit to which account the deposit is to be returned. If the User fails to do so, the Agent shall be entitled to return the deposit to the account from which it was provided. If the deposit was provided from more than one bank account, the Agent can return it to any of them;
- 7.3.6. In the event of using the deposit according to section 7.3.2. hereof, the User is obliged to replenish the deposit to the original amount, no later than ten (10) days from the moment when requested to do so by any of the EUROWAG Companies.
- 7.3.7. For the avoidance of doubt, the deposit contract and its amount shall be agreed no later than the time when the User deposits the relevant amount in one of the designated accounts of any of the EUROWAG Companies.
- 7.4. Throughout the duration of the Agreement, any of the EUROWAG Companies shall be entitled to call upon the User at any time to provide collateral or balance the existing collateral (i.e. increase or broaden the security) securing the obligations (debts) of the User related to the Services, especially in relation to payment history of the User or any increase of Service purchase limits.
- 7.5. Unless agreed otherwise between the User and the Agent, the User shall be entitled to demand cancellation of the collateral, respectively return of security documents demonstrating the collateral and to demand the Agent's assistance when cancelling the collateral only after the expiration of the Agreement and settlement of all debts (obligations) of the User owed to the Agent and all EUROWAG Companies.
- 7.6. The User shall provide the Agent with information regarding its business, especially balance sheet and profit and loss statement, always no later than 15 days from the Provider's call to submit information. If the mentioned documents are not provided duly or timely, the Agent shall be authorized to unilaterally decrease the Service purchase limits, refuse to conclude any new Service Contract, to stop provision of the Services or rescind the Framework Service Contracts or the Agreement itself.

8. Receivables

- 8.1. Any EUROWAG Company shall be entitled to receive payment on any receivable owed by the User, with which the User explicitly agrees by using any of the Services. The User shall be informed about the identity of each EUROWAG Company receiving each payment in the invoice issued by the applicable EUROWAG Company or in accompanying documents issued with the invoices. The User shall pay each invoice to the bank account of the EUROWAG Company stated in the invoice or otherwise communicated in the documents accompanying the invoice.
- 8.2. All receivables owed by the User to any of the EUROWAG Companies now or in the future may be assigned to any other EUROWAG Company. By using any of the Services, the User agrees with such assignments. The User shall be notified of any assignments especially in the applicable invoice issued by the Provider or in the documents accompanying the invoice. This shall not prejudice the statutory right of any of the EUROWAG Companies to assign the receivables owed by the User to a third party.
- 8.3. Each of the EUROWAG Companies (including the Agent) shall be also entitled to assign the Agreement, Framework Service Contract or an individual Service Contract as a whole or in part. Also, each EUROWAG Company shall be entitled to transfer or assign any of its obligations (debts) owed to the User to any other EUROWAG Company. By using the Services, the User explicitly agrees with the abovementioned terms.
- 8.4. If any of the EUROWAG Companies owes any obligation (debt) to the User, it shall be entitled to pay such obligation (debt) to another EUROWAG Company and such other EUROWAG Company shall be entitled to use such payment to satisfy a receivable owed to it by the User.
- 8.5. Without a previous written approval of the Agent or the Provider, the User shall not be entitled to transfer or assign any rights or duties arising out of the Agreement, Framework Service Contract or Service Contract or thereto related, or the Agreement, Framework Service Contract or any Service Contract as a whole or in part to any third party. Such approval shall also be required for any unilateral set-offs by the User of any of its claims against any of the EUROWAG Companies related to this Agreement, Framework Service Contract or any Service Contract.
- 8.6. By entering into the Agreement, the User declares to agree with extension of the limitation period, during which EUROWAG Companies shall be entitled to enforce their claims resulting from the Agreement, Framework Service Contracts or Service Contracts against the User, to a total period of 10 years from the start of the limitation period.

9. Breach of Duty Compensation

- 9.1. Both the User and any of the EUROWAG Companies shall be entitled to halt rendition of performance under the Agreement, Framework Service Contract or Service Contract for a period affected by force majeure. Force majeure shall include any obstacle appearing independently of the will of the obliged party, preventing the obliged party from performing its duty, if it cannot be reasonably assumed that the obliged party can divert or overcome its results or that such party foresaw such obstacle at the time of concluding the Agreement, Framework Service Contract or Service Contract. Instances of force majeure shall include especially: strikes, epidemics, fires, natural disasters, mobilizations, wars, uprisings, terrorist attacks, seizure of goods or raw materials, ban on foreign currency transfers, regulation of Service purchase volumes not resulting from the fault of the party, or any other obstacle resulting from any actions or omissions of governmental agencies. Force majeure shall not include negative business situation of the obliged party.

- 9.2. Force majeure shall exclude any claim to contractual penalties against the party afflicted by force majeure. The party invoking the force majeure defense must immediately notify the other party thereof in writing and to adopt all reasonable measures to mitigate the consequences of the resulting breach of duty.
- 9.3. If the User defaults on the payment of the price for the Services, the User shall pay the Provider a contractual penalty in the amount of 0.1 % of the sum owed for each started day of delay. This agreement on the contractual penalty shall not prejudice the right to claim damages to compensate for any damage caused by the breach of duty, in relation to which the contractual penalty is paid.
- 9.4. If the User defaults on the payment of the price for the Services, the User shall pay the Provider a late payment interest of 0.04 % of the sum owed for each started day of delay.
- 9.5. Both the Agent and the individual EUROWAG Companies shall be fully liable to the User for any damage caused by them intentionally, through gross negligence or for any harm to life or health, as well as for any damage, the liability for which cannot be limited or waived by agreement under the mandatory laws of the applicable jurisdiction. In all other cases, the scope of the Agent's duty and – at the same time – the scope of all the EUROWAG Companies' duty to pay damages and other claims resulting from any breach of their duties throughout a single calendar year shall be limited by an amount not exceeding 10 % of the total price for the Services used by the User in the month preceding the month, in which the breach of duty occurs, from which the claim to damages derives.

10. Confidentiality

- 10.1. The User shall keep confidential all facts it learns in relation to the Services, the Agreement, Framework Service Contracts or the Service Contracts. The User shall especially keep confidential all information made accessible to it in the client section of the Website. It is prohibited to use this information in a manner that constitutes unfair competition, which could lead to a competitive advantage over any of the EUROWAG Companies, or which could lead to the disclosure of any of the business secrets of any of the EUROWAG Companies.
- 10.2. If the User breaches the duty of confidentiality, the User shall pay the Agent a contractual penalty of EUR 4,000 or equivalent sum in another currency for every single breach. This agreement on a contractual penalty shall not prejudice the right to claim damages to compensate for any damage caused by the breach of duty, in relation to which the contractual penalty is paid.

11. Processing of Third Party Personal Data for the User (Processing Agreement) Personal Data

- 11.1. If laid down by the STC or any other agreement between any of the EUROWAG Companies and the User, the provision of Services (or, as the case may be, the condition of their provision) may also include processing of Personal Data by any of the EUROWAG Companies, acting as a processor, for the User, acting as the controller. In such a case, the Framework Service Contract or, as the case may be, the Service Contract in the case of Services for which the Framework Service Contract is not concluded, shall also constitute, in the relevant scope, a Personal Data processing agreement within the meaning of the applicable legal regulations and, in such a case, the provisions of this article of the GTC shall apply.
- 11.2. The Provider shall process personal data for the User; the subject matter and duration of the processing, the nature and purpose of the processing, the type of the Personal Data and the category of the Data Subjects shall be laid down in the applicable STC.
- 11.3. The parties shall be obliged to provide each other with such a degree of cooperation, assistance and information that may be reasonably required for each of them to properly meet its obligations under the PDP Regulations.
- 11.4. The Provider warrants and undertakes that, in relation to all personal data processed by the Provider on behalf of the User:
 - (i) it shall only process such data in accordance with the applicable Service Contract or, as the case may be, the Framework Service Contract and the applicable Business Terms, and based on the User's documented instructions, including the issues of the transfer of personal data to a third country or an international organization, if the obligation of such processing is not imposed by the applicable legal regulations that are applied to the User; in such a case, the Provider shall inform the User of this legal requirement prior to processing, unless these legal regulations prohibit such provision of information based on important public interest reasons;
 - (ii) it shall ensure that persons authorized to process personal data are bound by confidentiality or subject to the obligation of confidentiality under the applicable legal regulations;
 - (iii) it shall take into account the nature of the processing and shall assist the User using appropriate technical and organizational measures and, if possible, it shall respond to requests for the exercise of the Data Subject's rights laid down by the PDP Regulations for the purpose of meeting the User's obligation;
 - (iv) it shall assist the User in complying with the obligations under the PDP Regulations, in particular in ensuring:
 - appropriate technical and organizational measures to achieve the level of security of the personal data corresponding to the given risk;
 - reports of breaches of security of personal data in the scope, form and time limits imposed by the PDP Regulations, both in relation to public authorities and, as the case may be, in relation to Data Subjects;
 - assessment of the impact of the intended processing operations on the degree of risk to the rights and freedoms of Data Subjects;
 - documents for consultation with public authorities in cases where a prior assessment implies a high risk to the rights and freedoms of Data Subjects, including the provision of relevant information on the processing aspects required by the PDP Regulations;
 - (v) if the applicable legal regulations do not require storage of certain personal data, then, based on the User's decision, it shall either delete all personal data or return such data to the User after termination of the applicable Service Contract that involves data processing and it shall delete the existing copies;
 - (vi) after previous payment of the Provider's costs, it shall provide the User with any and all information necessary to prove that the obligations imposed on the Provider by the STC, GTC and PDP Regulations have been met.
- 11.5. In addition to the foregoing, after the previous agreement of the parties, the Provider shall allow – and provide assistance for – audits focused on handling of personal data processed for the User, including inspections, performed by the User or by another auditor authorized by the User, only to the extent appropriate to have an idea of compliance with the requirements laid down by the PDP Regulations. Upon the Provider's call, the User shall cover the costs (including any advance payments) incurred by the Provider in connection with the aforementioned.
- 11.6. The User shall be obliged to promptly provide the Provider with complete and true information regarding the processed personal data and changes thereto, as well as to promptly inform the Provider if it is revealed that the information previously provided by the User has proved to be incomplete, inaccurate or untrue.
- 11.7. The User shall be obliged to notify the Provider of any breach or imminent breach of the PDP Regulations regarding the processed personal data, whether by the User, by the Provider or by any third party, without delay, no later than the next working day from the moment when the User ascertains such breach or imminent breach.
- 11.8. In connection with the processing of personal data by the Provider for the User, the User also declares that:
 - (i) the User is a personal data controller in accordance with the relevant provisions of the PDP Regulations and that it has met all obligations under the PDP Regulations, including, where applicable, the registration obligation in relation to public authorities;
 - (ii) the personal data is obtained and processed by the User in accordance with the PDP Regulations, is accurate, corresponds to the intended purpose and has the extent necessary for its fulfillment;
 - (iii) the User is entitled to entrust the Provider with the processing of personal data for the purpose of providing Services and to the extent required for this, as well as for the period of time under the applicable STC.

