

Data Processing Agreement

I. Contracting parties

This Data Processing Agreement (Agreement) is in accordance with Section 6 of Act No. 101/2000 Coll., on the Protection of Personal Data and on Amendments to Certain Acts and Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/ES (General Data Protection Regulation), concludes:

company SecurityNet.cz s.r.o., IČ: 27501418, based U Velorexu 1301, 56401 Žamberk, reference C 22767 maintained by the Regional Court in Hradec Králové, contact e-mail address: hukot@hukot.cz and a sister company Hukot Ltd., 72 Great Suffolk Street, London, England, SE1 0BL, Company number: 08957349, as processor on the one hand (in following text as „Processor“).

and

by the customer who is controller of the personal data on the other (in following text as „Controller“).

II. Introductory provisions

1. The Controller declares, that
 - a. uses and/or is interested in using server and/or hosting services of Processor, which enable Controller to directly or indirectly store customer-related data on Processors devices (Services),
 - b. on Processors devices, also intend to store personal data relating to natural persons – its customers or the other person, in connection with its business activities,
 - c. specification of personal data that will be stored on Processors devices, was given to processor
2. Personal data means any information about an identified or identifiable natural person (Data subject). An identifiable natural person means an individual who can be identified directly or indirectly, in particular by reference to a certain identifier such as name, identification data, location data, network identifier or one or more specific physical, physiological, genetic, psychological, economic, cultural or social identify of this individual.
3. The purpose of this Agreement is adjustment of mutual rights and obligations of contracting parties related with processing of personal data, which will be Controller doing in connection to providing services, based on which will be personal data of customers stored to device of Processor.
4. Controller takes note, that
 - a. the use of third party software also popes a risk for data processing that the processor is unable to completely prevent,
 - b. selecting the software, Controller uses on the server determines the method of data processing and technical and organizational measures for the protection of personal data,

- c. in the case of using third party software, the processor is not complete processor of personal data, as is the case with the exclusive use of his software.
5. In case of hosting service, that manages the website of the Controller, the Controller data is stored on the device – server of the processor. If this data contains the personal data of an Controller's or other person's customers, the processing of personal data is responsibility of the Controller. Data storage is secured by encryption, and access is physically and technically restricted so that they can not be misused.
6. In case of virtual server service, through which Processor is renting and accessing the virtual server to Controller, the Controller's data is stored on the device – server of processor. If this data contains the personal data of an administrator's or the other's person customers, the processing of personal data is the responsibility of the controller. Data storage is secured by encryption, and access is physically and technically restricted so that they can not be misused.

III. Object of the agreement

Object of this agreement is adjustment of rights and obligations of contracting parties in connection with the protection of personal data and other matters governed by this Agreement.

The payment for the processing of personal data under this agreement is already included in the payment for the provision of services.

IV. Personal Data Processing

1. Under this agreement the Controller commissions the processor to processing personal data, that Controller manages.
2. Processor undertake to process the personal data of the data subject, namely the customers and other persons whose controll is authorized by the Controller.
3. Processor is authorized to processing personal data in a manner other than agreed in this agreement, only on the basis of documented Controller instructions. The processor is required to inform the Controller without delay if, in his opinion, a Controller's instruction is contrary to the data protection legislation.
4. Processor processes the personal data of the data subjects in order to perform contractual relations with the Controller, specifically for the purpose of providing the services ordered on the basis of a separate contract governing the rights and obligation relating to the provided service.
5. Processor expressly declares that all processing of personal data under this Agreement will be solely for the purpose of providing the service to the Controller, not for their own use of the need of third parties.
6. Processor is obliged to process personal data in electronic form using his/her information technology.
7. Processor is obliged to process personal data, which are in particular:
 - a. personal identification data (eg. name, surname, date of birth, ip address or birth number if processed),
 - b. addressing personal information (eg. address of domicile, address of delivery point, telephone, e-mail address),
 - c. photographs,
 - d. other (eg. payment connection),

with the particular specification of the personal data categories in the specific case is communicated to the processor from Controller in a document titled „Privacy Policy“ at Processor

V. Terms of processing personal data

1. Processor is not authorized to involve any other processors in the processing of personal data under this Agreement without the prior general written or prior particular written permissions of the Controller. In case of a general written permission, the processor is required to inform the Controller of any intended changes to the acceptance or replacement of the processors and is obliged to give the administrator the opportunity to object to these changes. If the Controller objects, processor is obliged to respect these objections.
2. Where the processor engages another processor to carry out certain processing activities on behalf of the Controller, the same processor shall be subject to the same data protection obligations as are set out in this agreement, in particular by providing sufficient guarantees as to the introduction of appropriate technical and organizational measures so that the processing complies with the requirements of the legislation. If that other processor fails to fulfill his data protection obligations, the Controller shall continue to be the primary processor in full responsibility for the obligations of the other processor concerned.
3. Processor undertakes that, taking into account the state of techniques, the costs of execution, the nature, the scope, the context and the purpose of the processing, as well as the variously likely and different risks for the rights and freedoms of natural persons, the processor is obliged to carry out, in cooperation with the Controller, appropriate technical and organizational measures to ensure a level of security appropriate to the risk, and within this requirement undertakes to adapt and continuously improve measures to
 - a. ensure the continued confidentiality, integrity, availability and resilience of processing systems and services,
 - b. ensure the ability to restore access to and access to personal data in a timely manner in the case of physical or technical incidents,
 - c. ensure the process of regular testing, assessment and evaluation of the effectiveness of the established technical and organizational measures to ensure processing security.
4. When assessing an appropriate level of security, the processor must take into account, in particular, the risks involved in processing, in particular the accidental or unlawful destruction, loss, alteration, unauthorized access to personal data transmitted, stored or otherwise processed.
5. The Controller and the processor shall take steps to ensure that any natural person who acts on behalf of the Controller or processor and has access to personal data processes such personal data only on the instruction of the Controller if its processing is no longer required by law.
6. Processor is further committed:
 - a. process personal data exactly as it obtains,
 - b. to be assisted by appropriate technical and organizational measures, where possible, to meet the obligation of the manager to respond to requests for the exercise of the rights of the data subject established by law,
 - c. to assist the Controller in ensuring compliance with its legal obligations in relation to the security of personal data, taking into account the nature of the processing and the information available to the processor,
 - d. treat personal data as protected data and process personal data only under the conditions and to the extent set forth by law and this Agreement,
 - e. to prevent unauthorized or accidental access to modification, destruction or loss of personal data, unauthorized transmissions, unauthorized processing, and other misuse of personal data, and this obligation shall apply even after termination of processing of personal data,
 - f. to take technical and organizational measures to ensure the required protection of personal data, in particular the security of premises and rooms processing personal data,

locks and securing automated processing of personal data (in particular by restricting access rights, security advances, anti-virus protection, etc.); all these measures could be renewed regularly according to technological developments,

- g. to keep records of technical and organizational measures for the protection of personal data throughout the duration of this Agreement,
 - h. to inform the staff of the processor responsible for fulfilling this agreement to the extent of the processing of personal data and to train them on the obligation to maintain confidentiality of personal data and on security measures the disclosure of which would jeopardize the security of personal data and to ensure that the confidentiality obligation of such persons persists even after the legal relationship,
 - i. ensure that data subjects do not suffer personal injury in their personal rights,
 - j. as soon as the purpose for which the personal data is processed or, on the basis of the delivered instruction of the Controller, the immediate processing of the personal data,
 - k. do not associate personal data that have been obtained for different purposes,
 - l. to process the personal data in accordance with the law,
 - m. provide the Controller with all the information necessary to demonstrate that the legal obligations relating to the processing of personal data have been fulfilled by the processor and allow audits, including inspections carried out by the Controller or other auditors entrusted by the Controller, to contribute to these audits.
7. The Controller undertakes with this agreement that:
- a. ensure that the personal data of the data processing entities are obtained with their consent or for statutory reasons without their consent,
 - b. to ensure that the processor has secure access to personal data,
 - c. provide the processor with the necessary co-operation to perform this Agreement.

VI. Time of processing of personal data

1. The parties agree that the processing of personal data under this Agreement is the responsibility of the processor to perform during the duration of the service contract under which the personal data of the Controller customers are stored on the processor's device. Upon termination of service provision, this agreement expires.
2. In accordance with the Controller's decision, the processor is obliged to either erase or return all personal data to the Controller after termination of processing-related services, and to delete existing copies, unless the law requires the storage of the personal data.

Closed on: 23.05.2018

As Controller

As Processor:
Petr Pomajbík, Managing Director

