

PERSONAL DATA PROCESSING AGREEMENT

§ 1

1. The Customer states that they are the controller of the personal data from Website users who conclude agreements in order to purchase goods or services from the Customer through the Website processed in the dataset named "E-commerce Customers", hereinafter jointly referred to as "Data".
2. The Customer declares that they process the Data in line with the generally applicable legal regulations, in particular that they have collected them in line with generally applicable legal regulations and to the extent required by legal regulations and have obtained consents for data processing required by law from each subject of the Data and for providing access to them for QuarticOn.

§ 2

1. Pursuant to this Agreement, the Customer shall entrust Data processing to QuarticOn as per Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (General Data Protection Regulation) ("GDPR").
2. QuarticOn shall process the Data solely for the purpose of the proper performance of the Agreement, to an extent required for this purpose.
3. The Parties agree that the Data entrusted to QuarticOn for processing shall be processed solely for the purpose of the proper performance of the Agreement.
4. The data entrusted to QuarticOn for processing include the following personal data:
 - a) online identifier of the Website user;
 - b) data referring to Website user's navigation, searches and purchase history of the Website user.
 - c) email address or phone number of the Website user only in the case of the MarketingAutomation Service or as agreed by the parties for a specific deployment.
5. QuarticOn is authorised to make the following operations on the Data: collection, storage and development – solely for the proper performance of the Agreement. These operations can be performed multiple times.
6. The Parties agree that the Data entrusted to QuarticOn can be processed solely within the term of the Agreement, starting from the date of concluding the Agreement, not longer, however, than until the date of the termination or expiry thereof. After the expiry of the Agreement QuarticOn shall immediately erase the Data and all copies thereof.
7. Subject to § 3 (2), QuarticOn may not, without the Customer's written consent, transfer the entrusted personal data to a third country or international organisation, unless EU or Polish law obliges QuarticOn to do so. In such case, before commencing the processing, QuarticOn shall immediately inform the Customer of the legal obligation, unless the law prohibits it from providing such information due to important reasons of public interest.

§ 3

1. QuarticOn states that it has appropriate means to provide a proper protection level for the Data.

2. QuarticOn may not entrust Data processing to other entities without a prior written consent of the Customer, except for the following entities providing services for QuarticOn to which the requirement of Customer's separate consent for Data transfer does not apply:
 - a) OVH Sp. z o.o., ul. Szkocka 5 lok.1, 154-402 Wrocław, Poland
 - b) Amazon Web Services EMEA SARL 38 avenue John F. Kennedy, L-1855 Luxembourg
 - c) ActiveCampaign LTD- 160 Shelbourne Rd, Dublin, D04 E7K5, Suite 03-101, Dublin, Dublin, 2
3. QuarticOn declares that it has in place, to an extent provided for in Article 32 GDPR, organisational and technical measures ensuring the appropriate level of personal data protection from unauthorised disclosure, destruction or modification.
4. QuarticOn shall keep a register of categories of Data processing operations carried out on behalf of the Customer containing information identified in Article 30 GDPR and on the conditions stipulated therein. QuarticOn shall provide access to the register at the request of a supervisory authority.
5. QuarticOn shall keep a register of individuals hired by QuarticOn involved in Data processing. QuarticOn shall obligate these individuals to maintain the confidentiality of and protect the Data from unauthorised disclosure.
6. QuarticOn shall inform the Customer of any inspections of supervisory authorities at least indirectly related with the processing of the Data and of any requests for clarifications from supervisory authorities in this regard. The obligation survives the expiry or termination of the Agreement.
7. QuarticOn shall cooperate with the Customer in the course of the proceedings on the compliance of Data processing with applicable regulations carried out in reference to the Customer.
8. In the case of any Data security breach situations, QuarticOn, after finding that such a breach occurred – shall immediately, no later than within 48 hours, inform the Customer thereof, providing all the essential information regarding the breach.

§ 4

The Customer shall be liable for following legal regulations in terms of personal data processing and protection, in particular in terms of following the GDPR, which shall not exclude or limit in any way QuarticOn's liability for the processing of Data according to the law and for a failure to perform or undue performance of the Agreement.

§ 5

During the term of the Agreement and after its termination or expiry QuarticOn shall be obligated to maintain the confidentiality of the Data entrusted to it for processing pursuant to the Agreement, including not to disclose them to any third parties. This clause shall not apply when the provision of such Data is required by legal regulations or a judgment or decision of a relevant authority or court.