

Section 13 on Data Protection Provisions – the following provisions shall be amended, as follows

13.1 Data Controlling by the Provider

13.1.1 Provider shall carry out the controlling of the data of its Partners in accordance with the principles set out in Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (hereinafter: “GDPR”).

13.1.2 The detailed rules of the controlling activities of Provider are set out in the prevailing Privacy and Data Security Policy and the Notice on the Processing of the Data of Partners, both documents are available on the website of Provider.

13.2 Data Processing by the Provider

Provider hereby informs its Partners that in the case of the following services, the Provider carries out data processing activities under the GDPR in respect of the data stored on the server by the Partner.

- Operation by system administrators
- Virtual server rental
- Storage space service
- Storage service

In the course of the use of the service provided by Provider, the Partners are allowed to store personal data in accordance with the laws and regulations in force, as well as the GDPR. In such a case the Partner shall qualify as Controller, while the Provider shall qualify as Processor. The Partner, as Data Controller, shall be responsible for the lawfulness of the data controlling and for the compliance with GDPR – including, but not limited to the information of the data subjects.

For the purposes of the present section 13, the Provider shall be hereinafter referred to as “Processor”, and the Partner shall be hereinafter referred to as “Controller”.

Subject of controlling: the data processing covers the provision of technical infrastructure for the data controlling carried out by the Controller in the course of the service used by the Controller.

Term of controlling: the term is determined by the Controller, but it shall not exceed the term of the provision of the specific service plus the term of availability of the respective backups.

Type of personal data, categories of data subjects: determined by the Controller; the forwarding is carried out by the Controller by uploading the contents containing personal data to the infrastructure of the Processor.

For the sake of data safety, the Processor draws the attention to the critical importance of the regular and up to date updating of the program codes.

In order to maintain and ensure the operation of the systems, Processor records the temporary technical files (log files, web server traffic log etc.) created in the course of the use of the service by the Controller and by third parties, and Provider shall not endeavor to identify specific persons on the basis of the data acquired in the course of its activities.

Controller shall be obliged to keep records of, and notify the supervisory authority in connection with, the personal data breaches affecting the data controlled by the Controller.

Processor shall ensure the confidentiality, integrity and resilience of its systems.

Processing of Controller Personal Data

The Processor shall:

- comply with all applicable data protection laws and regulations in the course of processing of Controller Personal Data;
- carry out data controlling activities only for the provision of the service used by Controller;
- process the personal data only on behalf of, and only in accordance with the instructions given by, the Controller, including the forwarding of the personal data to third countries, unless the data controlling is required by the laws applicable to the Processor; in such a case the Processor shall, to the extent permitted by the applicable laws, inform the Controller of the subject legal requirement prior to the subject processing of the personal data;
- maintain the confidentiality of the personal data processed on the basis of the service
- without prejudice to the service provided by the Processor to third party partners, provide the Controller with all information that is required for supporting the compliance with the obligation set out in Article 28 of GDPR, in addition, which enables and facilitates the audits carried out by the Controller or by an auditor appointed by the Controller, including on-site audits.

Staff of the Processor

The Processor shall, by taking reasonable steps, ensure that those employees, agents or contractors of the Processor and of any sub-processor, who have access to the personal data, are reliable and bound by confidentiality obligation.

The Processor shall ensure that the access to the personal data shall be restricted to those persons, who need to know, and need to access, the subject personal data, to the extent such knowledge and access is required for the fulfillment of the objectives set out in the agreement entered into by and between the Parties, and for being in compliance with the applicable laws.

Security

Having regarded to the state-of-art nature, the costs of implementation, and the nature, scope, connections and purposes of the data processing, as well as the risk of variable probability and gravity that affects the rights and freedoms of natural persons, the Processor shall implement appropriate technical and organizational measures in relation to the personal data in order to ensure the level of security corresponding to the subject risk, including the measures set out in Article 32(1) of GDPR, as the case may be.

The Processor shall assist the Controller in fulfilling its obligations under Articles 32-36 of GDPR, considering the nature of the controlling and the information available to the processor.

In the course of any personal data breach, the Processor shall cooperate with the Controller, shall take reasonable steps in accordance with the instructions given by the Controller in order to contribute to the inspection, mitigation and remediation of the subject personal data breach.

Involvement of sub-processors

The Processor shall be entitled to involve sub-processors. In the course of the involvement of sub-processors, the Processor shall comply with the criteria set out in paragraphs (2) and (4) of Article 28 of GDPR.

Deletion or Returning of Personal Data

The Processor shall, within 5 (five) days from the discontinuation of the provision of any Service that involves the processing of Personal Data (the “**Discontinuation Date**”), call the Controller to make a statement in written form from 10 (ten) days of receipt as to which of the following obligations is requested from the Processor/Sub-processor by the Controller:

- (a) return the full copy of all Controller Personal Data via secure file transmission, in a format reasonably specified by the Controller, for the Processor; and (b) delete and request the deletion of all further copies of the personal data processed by the Processor or any sub-processors; or
- delete and request the deletion of all further copies of the personal data processed by the Processor or any sub-processors.

The Processor shall, within 15 (fifteen) days from the receipt of the written statement sent by the Controller, comply with the request set out in the written statement delivered in accordance with the above. In case the Controller fails to make the above statement within the applicable deadline, the Processor shall act in accordance with the above within 15 (fifteen) days from the business day following the last day of the deadline.

The Processor or any Sub-processor may retain the personal data to the extent, and until the deadline, set out in the applicable laws, and shall, in all cases, maintain the confidentiality of all such personal data, and shall ensure that the processing of such personal data shall be limited to the purpose(s) set out in the applicable laws that require their retention; and therefore processing for other purposes shall be prohibited.

The Processor shall, within 20 (twenty) days from the receipt of the written statement of the Controller / or from the business day following the last day of the deadline of making the statement, provide the Controller with a written statement that it has fully complied with the present section.

Schedule 1: Description of the Services – the following provisions shall be amended, as follows

The hosting service of DoclerNet Hosting

In the course of the provision of the service DoclerNet Hosting participates as data controller as regards the partner data and as data processor as regards the data stored on the server.

Server rental service

In the course of the provision of the service DoclerNet Hosting participates as data controller as regards the partner data.

Operation by System Administrators

In the course of the provision of the service DoclerNet Hosting participates as data controller as regards the partner data and as data processor as regards the data stored on the server.

Client acknowledges that the fees of the operation by system administrators may be changed up to 2 times a year subject to the market prices without separate notice.

basic level backup (the backup covers the configuration files; the backup of client data may be covered by an additional agreement)

Virtual server rental (VPS)

In the course of the provision of the service DoclerNet Hosting participates as data controller as regards the partner data and as data processor as regards the data stored on the server.

Software rental - Microsoft SPLA

In the course of the provision of the service DoclerNet Hosting participates as data controller as regards the partner data.

Storage Space Service - DoclerNet Hosting

In the course of the provision of the service DoclerNet Hosting participates as data controller as regards the partner data and as data processor as regards the data stored on the server.

Domain registration

In the course of the provision of the service DoclerNet Hosting participates as data controller as regards the partner data.

Storage

In the course of the provision of the service DoclerNet Hosting participates as data controller as regards the partner data and as data processor as regards the data stored on the server.

The data stored in the storage are not backed up and replicated by DoclerNet Hosting; the client shall be responsible for the backing-up thereof.