



Attachment No. 1 to the Terms of Service

Entrustment agreement

(hereinafter defined as the „**Agreement**“)

Concluded between Client (hereinafter defined as the „Administrator“) and Service provider (hereinafter defined as the „Processor“)

Processor - under the binding Contract and Terms of Services – provides services to Administrator, what results in necessity of processing personal data. In order to fulfil obligations resulting from Regulation 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, hereinafter defined as the „GDPR“) Parties decided as follows:

1. **Subject of the Agreement.** To fulfil obligations resulting from GDPR, Administrator entrusts to Processor processing personal data in order to execute Service Contract. Entrusted data includes Client’s data, that are included in bookmark „Basic information“ in the Account. Entrustment agreement is concluded for the duration of the Service Contract and has constant character. Entrusted data will be processed in computer system.
2. **STATEMENTS.** The Data Administrator states, that entrusted personal data was collected in accordance with valid provisions of the law, especially with GDPR regulations.

Processor states that:

1. Knows GDPR regulations and commits to process entrusted personal data in accordance with these regulations and in scope and aim necessary to execute Service contract;
2. Ensures sufficient guarantees to implement suitable technical and organizational measures, to meet GDPR requirements and protect rights of individuals.
3. **PARTIES’ OBLIGATIONS.** Processor:
4. Processes personal data only on documented command of Administrator. Service Contract is documented command – unless such obligation impose EU regulations or polish law; in such case before data is entrusted, Processor informs Administrator about such obligation, unless law does not prohibit to give such information due to important public interest;
5. Allows to process the data only authorized persons, who committed secrecy or are subjects to statutory secrecy obligation,
6. Taking into account state of technical knowledge, implementation costs as well as character, scope, context and processing aims and risk of violating rights of individuals with different occurrence possibility and threat seriousness, implements suitable technical and organizational measures, to ensure safety level appropriate to this risk according to art. 32 GDPR;
7. Taking into account processing character, as far as possible, helps Administrator by suitable technical and organizational measures to meet the obligation of answering demands of individuals, concerning his or her personal data in scope of executing rights indicated in Chapter 3 of GDPR;
8. Taking into account processing character and available information, helps Administrator to comply with obligations specified in art. 32-36 of GDPR;
9. discloses administrator on his demand every information necessary to prove fulfilment of regulations specified in Agreement or art. 28 of GDPR.
10. **SUBENTRUSTMENT.** Administrator expresses general approval on using by Processor further processors (hereinafter defined as the „Subprocessors“). Processor commits to inform Administrator about every intended change concerning adding or replacing Subprocessor, giving Administrator possibility to object to such changes.

11. Using Subprocessors, Processor is obliged to assure that Subprocessor will process entrusted personal data only in purpose and scope specified in the Agreement, wherein purpose and scope of processing will not be broader than resulting from the Agreement. Moreover, Subprocessor will be obliged to keep in secret all requirements and personal data processing conditions, that result from this Agreement and GDPR, that lie on Processor. If Subprocessor does not fulfill responsibilities concerning data protection, responsibility to Administrator concerning Subprocessor's duties, lies on Processor.
12. **TRANSMITTING INFORMATION.** Processor immediately, but not later than within 24 hours from attaining the information about incident, informs Administrator via e-mail on e-mail address indicated by Administrator:
13. About every personal data security breach in terms of GDPR;
14. About every complaint and motion filed by entrusted data subjects, without answering to these complaints and motions;
15. If – in his opinion – Administrator's command leads to infringement of universally applicable personal data protection law.
16. **RIGHT TO CONTROL.** Administrator has right to undertake audits, including inspections, in order to check, whether processing of entrusted personal data takes place in accordance with the Agreement and GDPR. Processor is obliged to allow undertaking such audits and take part in audits. Audits will be undertaken by written requests from Administrator concerning information about processing of entrusted personal data. Processor answers to such Administrator's request in 7 days from obtainment of the request.
17. **DURATION AND TERMINATION OF THE AGREEMENT.** Unless the Terms of Service stipulates otherwise, the Contract has been concluded for the period of validity of the Service Agreement. For the avoidance of doubt, expiry or termination of the Service Agreement results in termination of this Contract. However the Contract shall not expire before fulfillment of all obligations of the Processor resulting from the Service Agreement which requires processing of personal data by Processor.
18. After termination of the Agreement, depending on Administrator's decision, Processor removes or gives back to Administrator all entrusted personal data and removes all existing copies of the data, unless legal obligations oblige Processor to keep personal data. In such situation Processor may keep only those pieces of personal data, that concerns this legal obligations and only in the way compatible with this Agreement.
19. **FINAL PROVISIONS.** The Contract and any disputes or claims arising out of or in connection with it or its subject matter are governed by, and construed in accordance with, the Polish law. Any dispute arising out of or in any way relating to the Contract or its formation or validity shall be subject to the exclusive jurisdiction of Polish courts competent over the seat of Processor. The words and phrases used in this Contract shall be construed in accordance with the definitions contained in the Terms of Service.