

Model Personal Data Processing Agreement

PERSONAL DATA PROCESSING AGREEMENT

Pursuant to the Data Protection Regulation (EU) 2016/679 (the “Regulation”)

(Web Shop)

Registered office: *(registered office)*

ID No.: *(ID No.)*, Tax ID No.: *(Tax ID No.)*

(the “**Controller**”)

And

Seznam.cz, a.s.

Registration in the Commercial Register: file no. B 6493 kept by the Municipal Court in Prague

Registered office: Prague 5 – Smíchov, Radlická 3294/10, Postcode: 15000

ID No.: 26168685, Tax ID No.: CZ26168685

(the “**Processor**”)

I Introductory Provisions

1. The Controller and the Processor do business together within the framework of which the Processor processes the personal data specified below (the “**Business**”).
2. The parties wish to regulate the rights and obligations related to the processing of personal data which is, or will be, taking place as part of the Business; in particular, the parties wish to define the extent of the personal data to be processed, the purpose and the period of processing, the terms of the processing, and the Processor’s guarantees in respect of the security of the personal data.

II Personal Data. Purpose and Period of Processing

1. The Processor processes the following personal data for the Controller:

(a) **Email of a customer of the Controller’s web shop and information about the purchase of a particular item of goods**; the purpose of processing:

contacting the Controller’s web shop’s customer by email to ask the customer to fill in a customer satisfaction questionnaire; the period of processing: **230 days**;

processing operations: collecting, saving and using;

(b) **Email of a customer of the Controller’s web shop and information about the purchase of a particular item of goods**; the purpose of processing:

contacting the Controller’s web shop’s customer by email to ask the customer to review the items of goods purchased from the web shop; the period of processing: **230 days**;

processing operations: collecting, saving and using;

2. The Processor must process personal data as per this agreement, to the extent of the Business and as directed by the Controller, and the Processor must keep written records of this data.

3. The Processor may process personal data only for the purposes pursuant to this Agreement and only as long as a lawful reason for such processing exists, but no longer than for the duration and effect of the Business pursuant to Article 1(1) of this agreement.

4. The account holder set in the Zboží.cz administration is the Controller's contact for all matters hereunder.
5. The Processor's contact data for all matters is: email: dpo@firma.seznam.cz or ochranaudaju@firma.seznam.cz.

III Obligations on the Processor

1. The Processor must process personal data **in accordance with the Regulation and legislation** and bears full liability for the lawfulness of the processing of personal data.
2. The Processor declares that his organisational structure and internal regulations guarantee the lawfulness of personal data processing. If the Controller appoints a data protection officer, the Controller must immediately provide the Processor with the officer's contact details.
3. If the data subject makes a request to exercise his data protection rights, the Processor must forward such a request to the Controller immediately.
4. The Processor must keep records of activities pursuant to Article 30(2) of the Regulation.
5. The Processor must maintain **confidentiality** about personal data.
6. The Processor must ensure that his employees (or other persons processing personal data for the Processor) only process personal data subject to the terms and the extent as defined by the Processor, and said terms and extent must comply with this agreement, regulations and legislation. The Processor must bind these persons to confidentiality about personal data and the security measures whose disclosure might jeopardise personal data security, and must bind such persons beyond the termination of their employment or business collaboration with the Processor.
7. The Processor must provide the Controller with such cooperation as may be necessary for the Controller to discharge his duties under Part III of the Regulation (data subjects' rights to correction, deletion, restricted processing, data portability, objection and other rights) and Articles 32-36 of the Regulation (particularly the duties in respect of data processing security, reporting data breaches to the supervisory authority or the data subject, assessing the impact on data protection and other duties).

IV Other Data Processors

1. The Processor may use other processors.
2. Personal data may only be processed by another processor if this other processor is bound by the terms of this agreement, implements suitable technical and organisational measures, his data processing complies with regulations and legislation and adequate protection of data subjects' rights is ensured. The Processor must regularly inspect how such other processors comply with these duties.

V Security of Personal Data

1. The Processor must ensure no less than these minimum technical and organisational measures:

(a) the Processor must ensure that his organisational structure and internal rules of operation are in compliance with the specific data protection requirements; the Processor must implement and maintain technical and organisational measures and adequate protection of the Controller's data in accordance with the Regulation and legislation;

(b) the Processor must ensure that his access rights to the Controller's personal data, systems and data are adequately protected and no unauthorised persons can access and use them;

(c) the Processor must ensure regular backing-up of the data concerning the personal data processed for or on behalf of the Controller; the Processor must in particular ensure that appropriate measures are taken to protect against data loss, data unavailability and malware; beyond this scope, the Processor is not authorised to create other copies or duplicates of personal data without the prior written consent of the Controller;

(d) the Processor must ensure sufficient separation of the data from the data and access rights of his other contractual partners;

(e) the Processor must ensure the following activities:

- the pseudonymisation and encryption of personal data;
- measures to ensure continuous confidentiality, integrity, availability and robustness of processing and service systems;
- measures to restore timely availability of, and access to, personal data in the event of a physical or technical incident;
- a process for periodic testing, evaluation and assessment of the effectiveness of the technical and organisational measures to ensure processing security;

(f) personal data carriers must be kept in a locked environment sufficiently protected against physical access by any unauthorised person; access to the servers and databases on which personal data is stored must also be protected;

(g) access to the personal data saved on electronic carriers is restricted exclusively to authorised persons; access must be granted solely by means of individual credentials demonstrably issued to the authorised persons;

(h) personal data can only be accessed remotely from secure terminal devices via encrypted VPN communication with secure multifactor login;

(i) data is anonymised and minimised according to the specified purposes.

2. The Processor must keep logs of access to personal data, archive these logs for six months after this agreement ceases to be in force and effect and submit these logs to the Controller upon request.

VI Controller's Obligations upon a Breach of the Regulation

1. The Processor must immediately inform the Controller of:

- (a) anything relevant to the proper performance of this agreement;
- (b) any breach of personal data security.

2. The Processor's notification must be in accordance with Article 33(3) of the Regulation.

3. The Processor must provide the Controller with cooperation in responding to inquiries or investigations by supervisory authorities.

VII Terminating Collaboration

1. Once the period of processing has ended, the Processor must immediately delete all personal data or return the same to the Controller unless the Regulation or a legal rule requires that the personal data be stored (archived).
2. The Processor may not repair, delete or block the personal data provided by the Controller unless the Processor does so in order to discharge a contractual obligation or follow written instructions from the Controller.
3. If the Processor's IT systems keep personal data transferred by the Controller, data must be returned to the Controller in a format that allows migration (i.e. open data in a machine-readable format), after the completion of the agreed or necessary actions or at the request of the Controller. Data deletion on the part of the Processor must be performed in such a way as to prevent any reconstruction of the deleted data in future. The data deletion report must be submitted to the Controller upon request. The returning of data in a migratable format must be confirmed by the Controller to the Processor in writing.
4. Upon the termination of collaboration, the termination of this agreement or a request from the Controller, the Processor must return to the Controller all the documents the Processor holds, including any personal data processing product prepared in connection with this agreement or, as may be the case, the Processor must ensure, after prior written instructions from the Controller, that those documents are disposed of in accordance with the legislation.

VIII Final Provisions

1. This agreement comes into force and effect on the day it is signed by the respective authorised representatives of the parties.
2. Anything not expressly regulated in this agreement is governed by Act No. 101/2000 Sb. regulating personal data protection and amending some acts, any act that may replace Act No. 101/2000 Sb., Regulation 2016/679 of the European Parliament and the Council of the EU on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and other generally binding legal regulations of the Czech Republic.
3. This agreement is concluded for a **definite period of time** of the force and effect of the agreement regulating the collaboration under Article I(1) of this agreement. The termination of the agreement is without prejudice to the Processor's duty to do anything that may be necessary to ensure the protection of personal data until the data is deleted or transferred back to the Controller under Article 3(5) of this agreement.
4. This agreement is executed in duplicate, each copy with the validity of an original. Each party receives one executed duplicate.

In Prague on *(date)*

<i>(Web Shop)</i> Name: <i>(Name)</i>	Seznam.cz, a.s. Zboží.cz Administration Website
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Approved on the Zboží.cz administration website (*current date and time*) by the authenticated user (*use*).