Lemonero

Conditions of Personal Data Processing

1. PREAMBLE

1.1. This document titled "*Conditions of Personal Data Processing*" lays down the rights and liabilities of the Controller and the Processor in relation to personal data processing in the context of Service use.

1.2. These Conditions form an integral part of the Business Terms and Conditions of the Processor and together with them form the content of the contract between the Controller and the Processor.

1.3. Capitalized terms have the same meaning as in the Business Terms and Conditions of the Processor, unless explicitly stated otherwise.

2. DEFINITIONS

2.1. The following terms are defined as follows for the purpose hereof

    2.1.1. **Co-processor** means assisting processors involved in personal data processing in the manner specified under Art. 7 of these Conditions;

    2.1.2. **GDPR** means Regulation of the European Parliament and of the Council (EU) 2016/679 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

    2.1.3. **Conditions** mean this document titled "*Conditions of Personal Data Processing*" forming an annex to the Business Terms and Conditions;

    2.1.4. **Controller** means the User pursuant to the Business Terms and Conditions;

    2.1.5. **Processor** means the Operator pursuant to the Business Terms and Conditions.

3. GENERAL PARAMETERS OF PROCESSING

3.1. The data processing pursuant hereto is carried out under the following parameters:

    3.1.1. **Subject of processing** is compilation of internal statistical data through aggregation for the purpose of subsequent Scoring.

    2.1.3. **Nature of processing** lies in the performance of the aggregation and related procedures for the purpose of report compilation for the purpose of subsequent Scoring.

    3.1.3. **Purpose of processing** is the report compilation and aggregation for the purpose of statistical data set collection.

    3.1.4. **Data subject category** is formed by the clients of the Controller.

    3.1.5. **Personal data type** includes identification data, order data, contact data, address data, all in pseudonymized format.

    3.1.6. **Processing period** is equal to the Scoring period pursuant to Art. 3 of the Business Terms and Conditions until the Scoring is terminated by procedure pursuant to Art. 4 of the Business Terms and Conditions.

4. DOCUMENTED INSTRUCTIONS OF CONTROLLER

4.1. The Processor hereby agrees to process personal data pursuant hereto exclusively on the basis of documented instructions of the Controller provided by the Controller to the Processor under the terms and conditions defined in this Art. 4.

4.2. The Controller shall provide documented instructions to the Processor as follows:

4.2.1. As the processing is based on the use of the Operator´s Add-on, the instruction for personal data processing is represented by the contract executed by the procedure pursuant to the Business Terms and Conditions;

4.2.2. The other instructions for personal data processing shall be provided by the Controller to the Processor by e-mail.

5. SAFETY MEASURES

5.1. Considering the nature of the processing the Processor hereby agrees to process the personal data in the pseudonymized format to the maximum possible extent.

5.2. The Processor hereby agrees to adopt measures to prevent unauthorized or accidental access to the personal data, their alteration, destruction or loss, unauthorized transfers, unauthorized processing or other misuse of the personal data. The Processor hereby agrees to secure the data processing especially by the following ways:

5.2.1. The Processor has adopted and will keep appropriate technical and organizational measures corresponding to the risk level so that unauthorized or accidental access to the personal data, their alteration, destruction or loss, unauthorized transfers, unauthorized processing and other misuse are prevented;

5.2.2. The authorized employees of the Processor processing data pursuant hereto are liable to keep confidential both the personal data itself and the security measures whose disclosure might threaten the data security.

The Processor shall assure documented binding its employees with this liability. The Processor shall assure survival of this liability of its authorized employees even after their employment or other relationship termination with the Processor.

6. SECURITY INCIDENT REPORTING

6.1. The Processor undertakes to make all necessary efforts to detect any breach of confidentiality and integrity, and in the event that a security incident is detected, the Processor undertakes to inform the Controller.

6.2. The security incident notification will contain the necessary information to enable the Controller to take appropriate action in relation to the supervisory authority and/or data subjects.

6.3. The Processor undertakes to send the Controller notification of a security incident without undue delay after becoming aware of the security incident, within 48 hours at the latest.

7. CO-PROCESSOR INVOLVEMENT

7.1. The Processor undertakes to engage in the processing of personal data only such Co-processor that provides suitable and sufficient guarantees to ensure the confidentiality and integrity of the processed personal data, in accordance with this Article 7 of these Conditions.

7.2. The Controller hereby grants to the Processor a general prior consent with involvement of a Co-processor provided that the involvement shall be carried out as follows:

7.2.1. The Processor hereby agrees to send an e-mail to the Controller containing notification on the considered involvement or change of a Co-processor, or an adapted list of Co-processors pursuant to Section 7.5. of these Conditions.

7.2.2. The Controller shall be entitled to deliver to the Processor written justified objections against the Co-processor involvement within 5 business days, if they have any. Justified objections cannot include plain disagreement with a Co-processor involvement.

7.3. If the Controller does not deliver their justified objections or the deadline pursuant to section 7.1.2 of the Conditions elapses or the objections are not justified the Processor shall be entitled to involve the Co-processor int he data processing.

7.4. If the Processor involves a Co-processor in the data processing then they shall bind the Co-processor with such obligations that the Processor is bound towards the Controller with and that are as close as possible to the meaning of the individual rights and liabilities defined herein.

7.5. The list of Co-processors involved in personal data processing as at the date of the contract execution can be found [here](#)

8. ASSISTANCE IN EXECUTION OF RIGHTS

8.1. The Controller shall not delegate onto the Processor any particular tasks related to the Controller´s liability to respond to and
permit application of the rights of data subjects, unless otherwise stated in this article.

8.2. However, the Controller is entitled to request assistance in execution of the data subjects´ rights by means of e-mail pursuant to the Business Terms and Conditions. The Processor shall be liable to respond to the Controller´s request within 5 business days and to propose a solution, to implement the solution or to specify a probable deadline for the solution implementation if the right cannot be executed within this deadline, no later than within 15 business days from the Controller´s request receipt.

9. ASSISTANCE IN COMPLIANCE ASSURANCE

9.1. The Processor hereby agrees to provide assistance to the Controller in fulfillment of their liabilities by means of provision of information requested by the Controller.

9.2. The Controller hereby agrees to deliver their request to the Processor by e-mail to the address specified in the Contract with the scope of information or the manner of assistance requested from the Processor.

9.3. The Processor hereby agrees to deliver a response to the Controller´s request with a deadline by which the Controller´s request is to be catered for within 15 days from the request receipt pursuant to section 9.2 of the Conditions.

9.4. The Processor hereby agrees to fulfill their liability pursuant to Art. 30 (2) of GDPR to keep "processing" record on the processing activities.

10. PROCEDURE AFTER PROCESSING TERMINATION

10.1. If the contract concluded under the Business Terms and Conditions is terminated for any reason, the Processor undertakes to provide the Controller with a copy of the processed personal data and subsequently ensure their deletion or cause their automatic deletion.

10.2. The personal data deletion shall be carried out in the following manner:

10.2.1. The Processor shall delete or anonymize the personal data within sixty (60) days from the contract termination (or from the Scoring termination in the sense of Art. 4 of the Business Terms and Conditions),

10.2.2. The other data not including personal data (especially aggregated or anonymized data) can be kept by the Processor, unless otherwise agreed between the contracting parties.

11. INFORMATION PROVISION AND AUDITS

11.1. The Processor undertakes to provide the Controller with the necessary cooperation to demonstrate that they comply with all obligations under GDPR and these Conditions, all in accordance with the procedure set out in this Article 11 of these Conditions.

11.2. Before entering into the contract, the Controller has verified that the Processor complies with all obligations under GDPR and provides sufficient guarantees to this effect.

11.3. The Controller is entitled to require the Processor to provide information and conduct an audit in accordance with the following rules:

11.3.1. The Controller shall send a request to the Processor to the e-mail address specified in the Contract, indicating the scope of the information they wish to clarify;

11.3.2. The Processor undertakes to send the requested information to the Controller without undue delay, at the latest within 15 days of receipt of the request pursuant to paragraph 11.3.1 of these Conditions;

11.3.3. In the event that the Controller is not satisfied with the information provided pursuant to paragraph 11.3.2 of these Conditions, they shall send the Processor information that it requires the Processor to be audited and propose a date for the audit to be carried out within no less than 15 days of receipt of this request;

11.3.4. Upon receipt of the letter pursuant to paragraph 11.3.3 of these Conditions, the Processor shall confirm to the Controller the date of the audit or propose another date that is not later than 10 working days from the proposed date;

11.3.5. The Controller shall perform the audit at the Processor on the agreed date in compliance with section 11.4 of these Conditions;

11.3.6. The Controller is entitled to conduct an audit once per calendar year, or whenever there is a gross violation of the obligations imposed on the Processor by GDPR or by these Conditions, or if the Parties so agree.

11.4. As part of the audit, the Controller will verify at a location designated by the Processor whether the Processor is properly fulfilling its obligations under GDPR and these Conditions, whereby the Processor undertakes to ensure the presence of a person authorized by the Processor who will be prepared to submit the necessary documents and information to the Controller at the given time. The Processor is not obliged to disclose databases etc. if this would lead to obligations regarding the protection of personal data or confidential information of third parties.

11.5. The Controller and the Processor shall each bear the costs of the audit, except in the following cases, i.e. except where the audit is based on an alleged breach of the Processor's obligations that is not proven by the audit, in which case the Processor shall be entitled to reimbursement of reasonable costs.

11.6. For the avoidance of doubt, the controller can authorize a third party with the audit performance. The Controller hereby agrees to provide contact and identification data of that authorized third party well in advance and to bind the authorized third party with confidentiality to the extent the Controller themselves are bound with.

11.7. For the avoidance of doubt, the Processor shall be entitled to refuse to provide assistance under this Article 11 of these Conditions if the request is manifestly vexatious or unreasonable.

12. FINAL PROVISIONS

12.1. The other rights and liabilities not explicitly laid down herein shall be governed by the business Terms and Conditions.

12.2. In the case of a discrepancy between the Business Terms and Conditions and these Conditions the individual provisions hereof shall prevail.

12.3. For the avoidance of doubt, the wording hereof may be amended under the same terms as in the case of the Business Terms and Conditions.