

DPA. DATA PROCESSING AGREEMENT

No.: X.Y.ED.MM.2019/edrone-xxx

Hereinafter referred to as the "Agreement", entered into on by and between:

OPERATOR	USER
<p>edrone Sp. z o.o. with its registered office in Kraków, address: ul. Lekarska 1, 31-203 Kraków, entered in the register of entrepreneurs of the National Court Register, District Court for Kraków Śródmieście in Kraków, 11th Commercial Division under the number KRS: 0000537197, NIP [Tax Identification Number]: 676-248-20-64, REGON [National Business Register Number]: 360228388. represented by Michał Blak, President of the Management Board. hereinafter referred to as the "Operator"</p>	<p>Represented by: Hereinafter referred to as the "User"</p>

§ 1. THE SUBJECT OF THE PROCESSING

1. The User entrusts the Operator with the processing of personal data in connection with the implementation and provision of the Service (eCRM), specified in detail in the Terms and Conditions or in a separate agreement no. X.Y.ED.MM.2019/edrone-xxx entered into on DD.MM.YYYY.
2. The User represents that the manner and purpose of processing of personal data have been determined exclusively by the User.

§ 2. NATURE AND PURPOSE OF DATA PROCESSING

The User entrusts the Operator with the processing of a set of personal data collected by the User, as well as data collected and exported by using the Service during the term of this Agreement. The purpose of data processing under this Agreement is the same as the purpose specified during collecting data by the User.

§ 3. THE TYPE OF PERSONAL DATA AND THE CATEGORIES OF DATA SUBJECTS

1. The User entrusts the processing of the following type of personal data (delete as appropriate):
 - a. Name and surname
 - b. Email address
 - c. Telephone
 - d. Address
 - e. IP address
 - f. Sex
 - g. data related to the activity of the Data Subject on the Customer's digital surfaces (e.g., product identifiers or product categories viewed by the Data Subject);
 - h. technical browser and device information ("user agent");
2. The categories of data subjects mean the User's customers or potential customers visiting the User's store or website (natural persons, legal entities).
3. Under this Agreement, the User confers to the Operator additional data processing consisting in the collection of information on the end users (e.g. Customers or potential customers of the User) from the social media on behalf of the User via FullContact in order to update their profiles, unless the User resigns from such data processing by contacting the Operator, or cancels it by themselves in the Service panel. Profile update via FullContact complies with applicable law, including the GDPR, and is based on publicly available information posted on social media. Find out more about FullContact API at www.fullcontact.com.

§ 4. OPERATOR'S RIGHTS AND OBLIGATIONS

1. The Operator shall process personal data only on the basis of documented instructions received from the controller referred to in § 1 above.
2. The Operator shall undertake to use personal data only to the extent and for the time necessary for the performance of the Agreement.
3. The Operator shall ensure that persons authorised to process personal data undertake to maintain secrecy or are subject to an appropriate statutory obligation of secrecy.
4. The Operator shall undertake appropriate technical and organisational measures, in accordance with article 32 of GDPR, ensuring a degree of security corresponding to the risk of violation of rights or freedoms of natural persons, in particular pseudonymisation and encryption of personal data, confidentiality, integrity, availability and resilience of processing systems and services, restoring data availability in the event of a physical or technical incident, regular testing and evaluation of the effectiveness of the above measures). The Operator shall be authorised to select or change such organisational and technical measures, provided that it does not violate the conditions of Service provision.
5. The Operator shall assist the User, taking into account the nature of the processing and the information available to the Operator, in fulfilling User's obligations consisting in securing the data, reporting violations to the supervisory authority, notifying the data subject, as well as notifying about violations of the security of personal data. The Operator shall have 72 hours to send a notification to the User about any violation concerning the personal data.
6. The Operator shall assist the User, taking into account the nature of the processing and the information available to the Operator, in fulfilling the obligation to respond to the requests of the data subject concerning exercising data subject's rights set forth in Chapter III of GDPR (shall give support in exercising data subject's rights of an informative, corrective or prohibitive nature).
7. When the services are no longer provided, the User may, at their own discretion, request the Operator to delete or return personal data entrusted to such an Operator by the User and demand the deletion of all existing copies. The Operator may refuse to satisfy such a request if European Union or EU Member State law requires personal data to be stored.
8. The Operator is obliged to make all information necessary to prove the compliance with the obligations set forth in article 28 of GDPR available to the controller. The information should be made available within an appropriate period of time, but not later than within 7 days from a proper request to do so submitted by the User. At the same time, the Operator is obliged to enable the User or an auditor authorised by the User to conduct audits, including inspections, and to contribute to them.
9. The User represents that he or she consents to further processing of personal data by entities ("subprocessors") that provide services and technological solutions supporting the Service and that are indicated in Appendix 1 to this Agreement. The Operator represents that the subprocessor provides the same level of protection of personal data as the Operator. At the same time, the User agrees to entrust the processing of personal data to subprocessors other than those indicated in the preceding sentence, and whose details cannot be specified at the time of entering into this Agreement, provided that the



User is informed about it beforehand, within a period that is not shorter than 48 hours, and the User does not express any objection within such a period. The Operator is not entitled to transfer personal data to third parties, except for persons who cooperate with the Operator (including those providing services) or work for the Operator.

10. By expressing consent contained in paragraph 9, the User acknowledges that the personal data referred to in § 3 are stored using the Amazon Web Services, where the main region of the Operator is Ireland (eu-west-1 region). At the same time, the Operator informs that automatic backup copies of data are made, which are temporarily stored on the Amazon Web Services servers of the German region (eu-central-1 region).
11. The Operator is not obliged to verify whether the set of personal data provided by the User for the purposes indicated in § 1 complies with the law.
12. The Operator maintains, in electronic form, a register of processing operations, which contains:
 - a. Operator's identity data (first name, surname or name of the company, contact data, as well as data of the Operator's representative or data protection officer, where designated)
 - b. A general description of the technical and organisational security measures referred to in article 32(1) of GDPR, if possible.
 - c. Information on transfer of personal data to a third State or international organisation.

§ 5. USER'S RIGHTS AND OBLIGATIONS.

1. The User represents that the set of personal data that is transferred, in particular the basics of the personal data processing, as well as the specific scope, purposes, manner, context and nature of the data processing, is compliant with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR") L 119/40 PL Official Journal of the European Union 4.5.2016 (text in Polish).
2. The User is obliged to check on their own the compliance of the data processing with the applicable provisions of law, thus releasing the Operator from performing such activities.
3. Only the User, as the personal data controller, can decide about the manner and purpose of data processing.
4. If the User knows, or due to the circumstances may easily find, that the personal data were collected illegally or from entities (or sources) about the illegal activity of which the User could have known by exercising due diligence, the User should refrain from collecting such personal data.
5. The User should without unnecessary delay, not later than within 48 hours from receiving information, notify the Operator of any events that may affect the lawfulness of the entrusted data processing activities, the performance of this Agreement or the uninterrupted provision of the Service by the Operator. If the failure to exercise the due diligence referred to in the preceding sentence results in any damage, the Operator shall be released from liability in this respect. In the event of any third parties' claims arising as a result of the User's actions, the User is obliged to release the Operator from liability, reimburse the costs incurred by the Operator in this respect and satisfy the claims of such parties in a manner set forth in the provisions of law.
6. If the User wishes to carry out an audit referred to in § 4(8), the User should notify the Operator about it at least one week in advance. A person delegated by the Operator may participate in such an audit. The audit report constitutes, in all cases, a trade secret and may be disclosed only to the supervisory authority. The audit should not be conducted more frequently than once per calendar year and should not last longer than 14 days. An entity conducting activities competitive to the Operator's business cannot be the Customer's auditor.

§ 6. LIABILITY

1. The Parties agree that the Operator is not liable to persons whose data have been entrusted for damage resulting from the processing carried out by the User, by means of the edrone.me service, nor for any data entrusted in a manner violating the applicable provisions of law or in a manner violating good practice, including in particular:
 - a. Using or processing the databases to which the User does not have rights or is not authorised by the end Users. The User thus represents that the data imported to the Service and entrusted to the Operator by the User for processing have no legal defects.
 - b. Using content, graphics and photographs, which have legal defects or to the use of which the User does not have rights, in templates and drafts of messages.
 - c. Other actions which do not result from the omissions or actions of the Operator or its employees, but which result in third parties' claims.
2. The Parties agree that any liability of the Operator under any legal title whatsoever is limited to the amount of remuneration received by the Operator from the User. This does not apply to the situation in which the User, as the Data Controller, will be charged with an administrative penalty or obligation to pay damages to data subjects for data breach resulting from operator actions or omissions. If the Operator is to blame for any violation, he will respond proportionally to the degree of fault.

§ 7. DURATION OF PROCESSING

Unless otherwise agreed between the Parties, the Agreement is entered into for a specified period of provision of the service by the Operator. The period of provision of the service means the period when the account in the Operator's system is active, as well as the period of three months from the day on which the Account has been suspended.

§ 8. FINAL PROVISIONS

1. The Agreement comes into force upon:
 - a. its signature, provided that it has been made in writing;
 - b. making a declaration of will by the User through activation of the Service, where activation of the Service means creating an account and logging in to the edrone System.
 - c. Any matters not provided for in this Agreement shall be governed by the applicable provisions of law, in particular the Civil Code and the GDPR.
2. In matters not covered by this Agreement, the applicable law shall apply, in particular the Civil Code and the GDPR.
3. Any amendments or supplements to this Agreement shall be made in writing (or shall take the form of a document for agreements entered into in this form) or else shall be null and void. If the European Commission implements standard contractual clauses, the Operator shall present a consolidated text taking into account standard contractual clauses, which shall come into force with the next billing period for the Service unless the User explicitly expresses his or her objection.
4. Any disputes arising in connection with the performance of this Agreement shall be resolved by the court having jurisdiction over the Operator's registered office.
5. The Contract has been drawn up in two counterparts, one for each of the Parties.

Operator

User

APPENDIX NO. 1

LIST OF SUBPROCESSORS PROCESSING PERSONAL DATA

Subprocessor	Address of the registered offices	Services
Amazon Web Services Inc.	P.O. Box 81226, Seattle, WA 98108-1226	Amazon Web Services
Message Systems Inc.	9130 Guilford Road Columbia, Columbia, MD 21046	SparkPost
Vercom S.A.	Baraniaka 88 street, 61-131 Poznań	EmailLabs
ComVision Sp. z o.o.	ul. Toszecka 101, Gliwice 44-100	SMS API
FullContact Inc.	1755 Blake Street Suite 450, Denver, Colorado 80202	FullContact API
Facebook Ads	Facebook Ireland Ltd. 4 Grand Canal Square Grand Canal Harbour, Dublin 2 Ireland	Advertising
Google Ads	Google Dublin, Google Ireland Ltd., Gordon House, Barrow Street, Dublin 4, Ireland	Advertising
Google Analytics	Google Dublin, Google Ireland Ltd., Gordon House, Barrow Street, Dublin 4, Ireland	Analytics
Google Optimize	Google Dublin, Google Ireland Ltd., Gordon House, Barrow Street, Dublin 4, Ireland	Analytics
Cux.io	Lohmühlenstraße 65 12435 Berlin, Germany	Analytics
Senuto Inc.	Senuto Inc. Burlingame Ave Suite 9, Burlingame, CA 94010	Analytics
Snap Inc	2772 Donald Douglas Loop N, Santa Monica, CA 90405, USA	Advertising
Nethansa Sp. z o.o.	81-824 Sopot, Poland, Armii Krajowej 116/19	Analytics
Nethansa GmbH	Schellingstr. 109a 80798 München, Germany	Analytics
Stripe Inc.	510 Townsend Street San Francisco, CA 94103 Attention: Stripe Legal	Payment processing platform

The Contractor hereby submits official information regarding the compliance of Subprocessors located outside the EU with GDPR (Amazon Web Services Inc., FullContact Inc.). Detailed information can be found at the following addresses:

a). Amazon Web Services Inc. <https://aws.amazon.com/compliance/gdpr-center/>

b). FullContact Inc.

<https://support.fullcontact.com/hc/en-us/articles/115004761134-Permissions-privacy-terms-conditions-claimi>



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first CRM for e-commerce

ng-data-and-deleting-a-FullContact-account

c). Message Systems Inc. <https://www.sparkpost.com/blog/announcing-sparkpost-eu>

d) Senuto Inc. <https://www.senuto.com/pl/gdpr/>

e) Snap Inc. <https://businesshelp.snapchat.com/en-US/article/gdpr>

f). f) Stripe Inc. has certified to the EU-U.S. and Swiss-U.S. Privacy Shield Framework. Our Privacy Shield Policy is available here: <https://stripe.com/privacy-shield-policy>



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