

DPA. DATA PROCESSING AGREEMENT

concluded between the Operator and the User of the Agreement for the provision of Marketing Automation Services (Main Agreement)

§ 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 Marketing Automation Services
2. This Agreement is intended to govern the processing of personal data in connection with the Parties' cooperation under the Agreement, in accordance with the principles set forth in REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL 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 (General Data Protection Regulation) (hereinafter referred to as the: "GDPR")

§ 2. NATURE AND PURPOSE OF DATA PROCESSING

1. 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.
2. The Operator processes the data entrusted to it by the User in order to provide the Service.

§ 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. Email address;
 - b. Telephone;
 - c. Sex;
 - d. shipping address of the order;
 - e. IP address;
 - f. Name and surname;
 - 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).

§ 4. OPERATOR'S RIGHTS AND OBLIGATIONS

1. The Operator shall undertake to use personal data only to the extent and for the time necessary for the performance of the Agreement.
2. The Operator shall ensure that persons authorized to process personal data undertake to maintain secrecy or are subject to an appropriate statutory obligation of secrecy.
3. The Operator shall undertake appropriate technical and organizational measures, ensuring a degree of security corresponding to the risk of violation of rights or freedoms of natural persons.
4. 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 set forth in 32-36 GDPR 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.
5. 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).
6. 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.
7. 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.
8. 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.
9. By expressing consent contained in paragraph 8, the User acknowledges that the personal data referred to in paragraph 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).
10. In case of data transfer to a third country or international organization outside the EEA, the Operator declares that it will apply the measures of protection and procedures provided for by law, in particular Articles 44 to 50 of the GDPR.
11. The Operator is not obliged to verify whether the set of personal data provided by the User for the purposes indicated in paragraph 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 organizational security measures referred to in article 32(1) of GDPR, if possible;
- c. Categories of processing on behalf of the User;
- d. Information on transfer of personal data to a third State or international organization.

§ 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 GDPR and applicable laws.
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 wishes to carry out an audit referred to in paragraph 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.

§ 6. LIABILITY

The Parties agree that the Operator shall be liable to the User on a general basis, without any exclusions or limitations, for the unlawful processing of data of persons whose data have been entrusted to the Operator.

§ 7. TERM

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.

§ 8. FINAL PROVISIONS

1. The Agreement comes into force upon conclusion of the main agreement without any additional declarations of will of the Parties.
2. In matters not covered by this Agreement, the applicable law shall apply, in particular the Civil Code and the GDPR.
3. 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.

APPENDIX NO. 1

LIST OF SUBPROCESSORS PROCESSING PERSONAL DATA

Subprocessor	Service
AWS (Europe)	Data storage
Unlayer	Mailing (email editor)
Pingdom	Analytics
Smartlook	Analytics
Hotjar	Analytics
Google Analytics	Analytics
SurveyMonkey	Analytics