

## ANNEX NO. 1 TO THE REGULATIONS

### **DATA PROCESSING AGREEMENT**

The Service User (hereinafter referred to as the 'Data Controller') and the Service Provider (hereinafter referred to as the 'Processor') agree that, in order to fulfill the obligations arising from legal provisions, particularly those of the European Parliament and Council Regulation (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 (General Data Protection Regulation), hereinafter referred to as GDPR, as well as for the proper implementation of the provisions of these Regulations, the Data Controller entrusts the Processor with third-party personal data for processing for the purpose of providing services indicated in the Regulations, within the scope and under the terms set out in this Data Processing Agreement and considering the provisions of the Regulations.

1. The Data Controller declares that the personal data entrusted to the Processor for processing have been collected in accordance with applicable legal provisions and that he is their administrator.
2. The Processor declares that it commits to using personal data solely to the extent necessary for the implementation of services mentioned in the Regulations.
3. The scope of processed personal data includes: the end-user's IP address viewing the Data Controller's page using the link shortening service provided by the Processor in the Service.
4. The data is entrusted by the Data Controller solely for the proper execution of the agreement by the Processor, including the agreement for providing the Electronic Service of Link Shortening (the data are stored for the period necessary for the performance, termination, or expiration of the concluded agreement) - in connection with Article 6(1)(b) of the GDPR.
5. The Processor commits to securing the personal data before commencing their processing by implementing and maintaining technical and organizational measures that ensure an appropriate level of security corresponding to the risk associated with processing personal data, as referred to in Article 32 of the GDPR, suitable for the type of data processed.
6. The Processor commits to exercising due diligence in processing the entrusted personal data. In particular, the Processor commits, to the extent of its capabilities, considering the nature of the processing and the information available to it, to assist the Data Controller in fulfilling the obligations imposed on him under Articles 32-36 of the GDPR, as well as in responding to requests from the data subject, in the context of exercising their rights.

7. The Processor commits to granting authorization for processing personal data to all persons who will process the entrusted data for the purpose of implementing this Agreement on its behalf.

8. The Processor commits to ensuring the confidentiality of the processed data by persons authorized to process personal data for the purpose of implementing this Agreement, both during their employment by the Processor and after the termination of employment.

9. Upon the completion of providing services related to data processing, the Processor deletes all personal data and removes all their existing copies, unless European Union law or the law of a member state requires the storage of personal data.

10. The Processor declares that each person (e.g., a full-time employee, a person performing activities under civil law contracts, other persons working for the Processor), who will be allowed to process the data entrusted by the Processor, will be obligated to keep this data confidential. This confidentiality also covers all information concerning the methods of securing the entrusted personal data for processing.

11. The Processor commits to immediately notify the Data Controller:

a. of each legally mandated request to provide personal data to the appropriate state authority, unless a notification prohibition arises from legal provisions, particularly criminal procedure provisions, when the prohibition is intended to ensure the confidentiality of the initiated investigation;

b. of each unauthorized access to personal data;

c. of each request received from the data subject being processed, while refraining from responding to the request;

d. of the initiation of control at the Processor regarding the way of processing the entrusted personal data;

e. of each doubt concerning the instruction issued by the Data Controller, if in its opinion it will constitute a violation of the GDPR regulation.

12. The Processor makes available to the Data Controller, upon his request, all information necessary to demonstrate that he has fulfilled the obligations imposed on him by virtue of this Data Processing Agreement, as well as the provisions of the GDPR.