

# TERMS OF PERSONAL DATA PROCESSING

Version: 1.0

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## 1. TERMS OF PERSONAL DATA PROCESSING INTRODUCTORY PROVISIONS

- 1.1 On the basis of the Agreement and Terms, ScienceTrack provides the Customer with the Services, which may also include the processing of personal data. ScienceTrack acts as a processor of personal data and the Customer acts as personal data controller in the processing of personal data.
- 1.2 ScienceTrack may also process personal data as personal data controller. Privacy policy in which ScienceTrack describes how it processes personal data as personal data controller are available here: <https://documents.sciencetrack.org/documents/privacy?lang=en>.
- 1.3 The processing of personal data under this processing terms is governed by 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 (the “GDPR”).

## 2. NATURE AND PURPOSE OF PERSONAL DATA PROCESSING

- 2.1 ScienceTrack will only process personal data in accordance with the GDPR and other applicable law and for the following purposes:
  - a) provision of the Services and the Application to the Customer;
  - b) provision of the access to or use of the Services to the Customer's employees and other users that gain access through the Customer;
  - c) fulfilment of legal obligations towards the Customer;
- 2.2 ScienceTrack may use the processed contact data of the data subjects for its own purposes, but only for the purpose of sending commercial communications and only under consent of data subjects according to the privacy policy stipulated in the Article 1.2. of these Terms of Personal Data Processing.
- 2.3 For the purposes mentioned above, ScienceTrack will process personal data in electronic form, whereby the subject of the processing will be the storage of personal data for the purpose of the

provision of the Services and the Application to the Customer and other purposes that are in accordance with concluded Agreement.

- 2.4 Capitalized terms have the same meaning as set out in the Contract unless otherwise stated in these Processing Terms.

### **3. DURATION OF PROCESSING OF PERSONAL DATA**

- 3.1 ScienceTrack will process the personal data for the duration of the Agreement or for the time necessary for the provision of the Services.
- 3.2 Upon termination of the provision of the Services, ScienceTrack will either delete or return all the personal data within the period agreed between the Customer and ScienceTrack upon termination of the provision of the Services. If the parties do not agree even within 30 (thirty) days after the termination of the provision of Services, ScienceTrack will delete all personal data processed.

### **4. TYPES OF PERSONAL DATA**

- 4.1 The subject of processing under these Terms of Personal Data Processing will be the following personal data:
- a) identification data (name and surname);
  - b) contact data (e-mail address);
  - c) information about activity of the data subject within the Services;
  - d) other information uploaded by the data subject or the Customer to the Application during usage of the Services.

### **5. CATEGORIES OF DATA SUBJECTS**

- 5.1 Personal data will relate to the following categories of data subjects:
- a) the Customer's employees;
  - b) external users or suppliers, e.g. suppliers of veterinary services, welfare officers or (only in justified cases) external scientists.

### **6. RIGHTS AND OBLIGATIONS OF THE PARTIES**

- 6.1 ScienceTrack declares and undertakes that:

- a) ScienceTrack will process personal data only on the basis of the Customer's instructions and only in accordance with these Terms of Personal Data Processing, Agreement, Terms, the Service provided or on the basis of other written instructions from the Customer;
  - b) if ScienceTrack becomes aware of a breach or threatened breach of security of personal data, accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access to processed personal data, ScienceTrack shall immediately, but no later than within 48 (forty eight) hours, inform the Customer in writing and describe the resulting or threatened security risk, while informing the Customer of appropriate measures to prevent or minimize the breach of security of the Service and takes all necessary measures to minimize the damage;
  - c) personal data will be secured in accordance with Article 7 of these Terms of personal data processing for processing personal data;
  - d) ScienceTrack will assist the Customer in implementing and maintaining appropriate technical and organizational measures to secure personal data, in reporting personal data breaches to the supervisory authority or data subject, in conducting data protection impact assessments and in prior consultations with the supervisory authority;
  - e) ScienceTrack will provide the Customer, through appropriate technical and organizational measures, with assistance, no later than within 14 (fourteen) days of the Customer's request, to comply with the Customer's obligation to respond to requests for the exercise of data subjects' rights;
  - f) ScienceTrack will provide the Customer, at the Customer's request, without delay, but no later than within 14 (fourteen) days, with all the cooperation necessary to prove that the personal data are organizationally and technically secured and will provide all the cooperation in cases where an inspection by a supervisory authority is initiated.
- 6.2 If ScienceTrack receives any request from the data subject in relation to the personal data during the processing of personal data, ScienceTrack will inform the data subject to contact the Customer directly with the request. The Customer is responsible for dealing with such request. ScienceTrack undertakes to provide the Customer with all the assistance necessary for the processing of the data subjects' rights.
- 6.3 The Customer agrees that ScienceTrack may involve other processors in the processing of personal data. If ScienceTrack so engages another processor, ScienceTrack will ensure that it complies with the same data protection obligations as set out in these Terms of personal data processing.
- 6.4 The Customer agrees that ScienceTrack will involve the following additional processors in the

processing of personal data:

- suppliers who cooperate with ScienceTrack on the basis of a cooperation contract or other agreement;
  - Google Cloud; which provides cloud infrastructure and hosting solutions for the Application to ScienceTrack;
  - supplier Vedos for pilot production.
- 6.5 If ScienceTrack should involve other processors not listed in these Terms of Personal Data Processing, ScienceTrack will inform the Customer in advance and gives the Customer the opportunity to object to such involvement. If the Customer does not object even within 14 (fourteen) days of the notification of the involvement of the other processor, ScienceTrack will involve the additional processor in the processing of the personal data. In the event that the Customer objects, ScienceTrack will evaluate the objection and, if ScienceTrack finds it to be reasonable, ScienceTrack will not involve the other processor, in which case ScienceTrack may terminate the Service.
- 6.6 ScienceTrack is obliged to enable the Customer or a person authorized by the Customer to check (including audit or inspection) compliance with these Terms of Personal Data Processing, in particular the obligations for processing personal data arising therefrom, and shall contribute to such checks as reasonably instructed by the Customer or the person checking.
- 6.7 The Customer is obliged to send any request for an audit exclusively to ScienceTrack's e-mail address stipulated in the Agreement (contact person). Upon receipt of a request for an audit, ScienceTrack shall agree in advance on: (a) the possible date of the audit, security measures and how to ensure compliance with confidentiality obligations during the audit; and (b) the expected start and duration of the audit. In the event that no agreement is reached even within 30 days from the date of dispatch of the request, the terms of the audit will be determined by ScienceTrack.
- 6.8 ScienceTrack may object in writing to any auditor appointed by the Customer if, in ScienceTrack's opinion, the auditor is not sufficiently qualified, is not independent, is in a competitive position with ScienceTrack or is otherwise manifestly unsuitable. Upon objection, the Customer is obliged to appoint another auditor or to carry out the audit itself.
- 6.9 The Customer is responsible for the fulfilment of all obligations in relation to the processing of personal data, in particular for properly informing data subjects about the processing of personal data, obtaining consent to the processing of personal data, if necessary, handling requests from data subjects concerning the exercise of their rights (such as the right to information, access,

rectification, erasure, restriction of processing, objection, etc.).

## **7. SECURITY OF PERSONAL DATA**

7.1 ScienceTrack has adopted the measures listed below and undertakes to maintain them to ensure the security of the processing of personal data throughout the processing:

- a) encryption of personal data;
- b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services – the measures in place and their correct functioning will be regularly reviewed;
- c) the ability to restore the availability of and access to personal data in a timely manner and in the event of physical or technical incidents;
- d) a process for regularly testing, assessing and evaluating the effectiveness of the technical and organizational measures in place to ensure processing security.

## **8. OTHER ARRANGEMENTS**

- 8.1 ScienceTrack is entitled to charge the Customer for costs reasonably incurred in connection with the processing of any request and the performance of any obligation under these Terms of Personal Data Processing.
- 8.2 ScienceTrack is not liable for any damage, including lost profits or other damage caused to the Customer in connection with the performance of obligations under these Terms of Personal Data Processing, in particular such damage that is independent of ScienceTrack's will or that is caused by the Customer's actions as a controller or processor of personal data.
- 8.3 If ScienceTrack is still obliged to compensate for any damages caused (whether pecuniary or non-pecuniary), the amount of the damages is limited to fifty percent (50%) of the most recent annual license fee paid by the Customer.