

# Personal Data Processing Agreement

made between:

## **[Company Name]**

with registered office [street and number, postcode, city]

IN: [IN]

(hereinafter referred to as the "Administrator")

and

## **Apps Dev Team s.r.o.**

with registered office at Kpt. Jaroše 1922/3, 602 00, Brno - Černá Pole Company IN: 247 01 009

(hereinafter referred to as the "Processor")

(collectively hereinafter referred to as the "Contracting Parties")

## Preamble

(A) On the day of the creation of the user account at [www.plazaro.com](http://www.plazaro.com), the Processor has undertaken to provide the Administrator with access to the use of the Plazaro Online Hotel & Reservation System (hereinafter referred to as "Services").

(B) The proper provision of the Services requires, among other things, the processing of the Customer's and Employee Personal Data ("Personal Data") that will be processed by the Administrator for the Processor.

With respect to the abovementioned Contracting Parties, they conclude under the scheme of Regulation (EC) No 2016/679 of the European Parliament and of the Council of 27 April 2016, the General Regulation on the protection of personal data ("the Regulation") and in connection with by the law on processing of personal data the following contract on the processing of personal data (the "Contract").

## I. Subject of the Agreement

1.1 The subject of this Agreement is to regulate the reciprocal rights and obligations of the Parties in the processing of Personal Data that the Processor obtains in connection with the provision of its Services.

## II. Privacy Policy

2.1 The purpose of processing Personal Data is to fulfill the rights and obligations in accordance with the provision of the Services and generally binding legal regulations.

2.2 Personal information is any information about an identified or identifiable natural person; an identifiable natural person is a natural person that can be identified directly or indirectly, in particular by reference to a particular identifier such as name, identification number, location data,

network identifier or one or more specific physical, physiological, genetic, psychological, economic, social identity of this individual.

2.3 The Processor undertakes for Administrator to process personal data within this range:

- a) common personal data;
- b) special categories of data under Article 9 of the Regulation

2.4 Processing of Personal Data within the meaning of this Agreement means, in particular, the collection, storage, use, sorting or combining, blocking and disposal using manual and automated means (eg specialized software for bookkeeping) to the extent necessary for Ensuring the proper provision of the Services.

2.5 Personal data will be processed during the provision of the Services, with the termination of provision of Services terminating this Agreement. Termination of this Agreement will not void the responsibilities of the Data Protection and Privacy Service Provider until they are fully logged or handed over to another processor.

2.6 The Parties agree that the Processing of Personal Data under this Agreement shall be free of charge and the Processor shall not be entitled to reimbursement of the costs associated with the performance of this Agreement. This is without prejudice to the Processor's entitlement to remuneration for the provision of the Services.

2.7 The Service Provider uses the services of subcontractors, in particular mail and hosting providers, and file repositories (personal data may be stored in 3rd countries). The processor has ensured that all subcontractors fulfill all data protection obligations under the Regulation.

### **III. Obligations of the Contracting Parties**

3.1 The Administrator is required to:

- a) Ensure that Personal Data will always be processed in accordance with the Regulation and the Personal Data Processing Act, that such data will be up to date, accurate and true, and that such data will be consistent with the intended purpose of the processing;
- b) take appropriate measures to provide the data subjects with all information and make all communications required by the Regulation and the Personal Data Processing Act in a clear, transparent, comprehensible and easily accessible way, using clear and simple language means.

3.2 The Processor is required to:

- a) Inform the Administrator of the involvement of another Personal Data Processor and allow the Administrator to object to such involvement. The processor must ensure that all subcontractors in the capacity of the personal data processor comply with all data protection obligations under the Regulation;
- b) process Personal Data only on the basis of the Administrator's documented instructions, including in relation to the transfer of Personal Data to a third country or international organization;
- (c) take account of the nature of the processing of Personal Data and assist Administrators in meeting the Administrator's obligation to respond to requests for the exercise of the rights of the data subject as well as to fulfill other obligations within the meaning of the Regulation;

- d) ensure that automated data processing systems are used only by authorized persons who will only have access to personal data corresponding to the permissions of those persons, based on special user rights established exclusively for those persons;
- e) ensure that its staff will process Personal Data only under the terms and to the extent that the Provider has provided and is in accordance with this Agreement;
- f) At the request of the Administrator, at any time, allow the performance of an audit or inspection regarding the processing of Personal Data;
- g) after the termination of this Agreement, submit to the Administrator or to the newly authorized processor all Personal Data processed during the provision of the Services.

### 3.3 The Agreement parties are required to:

- a) establish technical, organizational, personnel and other appropriate measures within the meaning of the Regulation to ensure and be able to demonstrate at any time that Personal Data Processing is conducted in accordance with the Regulation and the Personal Data Processing Act, so that unauthorized or accidental access to, or tampering with, the Personal Data and the data carriers that contain such data, their alteration, destruction or loss, unauthorized transmissions, any other unauthorized processing, and other misuse, and to continuously review and update such measures as necessary;
- b) keep and continually review and update records on the processing of Personal Data within the meaning of the Regulation;
- c) properly and timely to report any breaches of security to the Personal Data Protection Office Personal Data Protection Authority and to cooperate with this authority to the extent necessary;
- d) inform each other of all circumstances relevant to the performance of the subject of this Agreement;
- e) to maintain confidentiality of Personal Data and security measures whose disclosure would jeopardize the security of Personal Data, even after the termination of this Agreement;
- f) to comply with the other requirements of the Regulation and the Personal Data Processing Act, in particular to observe the general principles of processing personal data, to fulfill its information obligations, not to transmit Personal Data to third parties without the necessary authorization, to respect the rights of data subjects and to provide in this context necessary cooperation.

## **IV. Final Provisions**

4.1 This Agreement and the legal relationships arising therefrom and related thereto are governed by the Regulation and the Laws of the Czech Republic, in particular the provisions of the Act on Processing of Personal Data.

4.2 This Agreement becomes effective and effective upon the creation of a user account at [www.plazaro.com](http://www.plazaro.com).

4.3 The administrator agrees to these terms by checking the consent via the online form when creating a user account. By ticking the consent of the Administrator, he expresses that he has read this Agreement and agrees with it and accepts it in its entirety.

4.4 The Processor is entitled to change this Agreement. The processor is obliged to publish a new version of the Contract without undue delay on its website or will send the new version to Administrator's email address.

Last Contract update: 18.5.2018