

WEBSITE TERMS AND CONDITIONS

QRMAINT

Thank you for visiting our website (hereinafter: “QRmaint”, “Website” or “Site”).

QRmaint is a CMMS system available as a web version through the Website and as a mobile version through the application for Android mobile devices. QRmaint consists of many tools and functionalities intended for businesses, which make it possible to accessibly and intuitively facilitate organization and reduce the maintenance costs of a business.

The formula of these terms and conditions is intended to establish general terms and conditions for use of QRmaint. In the case where a service recipient decides to use QRmaint, these terms and conditions regulate, in particular, the terms of providing the system and issues of our liability.

We invite you to read the terms and conditions,

The QRmaint team

1) ABOUT US

The owner of **QRmaint** is QRMAINT SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ (LLC) with registered seat in Kraków (address of registered seat and address for correspondence: os. Oświecenia 55/92, 31-636 Kraków); registered in the Business Register of the National Court Registry under number KRS 0000794833; court of registration where the company’s documentation is kept: District Court for Kraków – Śródmieście in Kraków, 11th Commercial Department of the National Court Register; initial capital in the amount of: PLN 5,000.00; NIP (Taxpayer ID No.) 6783180641, REGON 383934585, e-mail address: contact@qrmaint.com and contact telephone number: (+48) 12 39 50 216 (hereinafter: “**Service Provider**”).

2) DEFINITIONS

1. The following terms used in these Terms and Conditions are defined as follows:

- a. **SUBSCRIPTION** – paid access to the QRmaint System by means of an Account in the subscription model under the terms specified in the Terms and Conditions and in the Price List.
- b. **APPLICATION, MOBILE APPLICATION** – the mobile application (software for mobile devices with components not being a computer program within the meaning of Copyright Law, but constituting an integral part of the software), enabling the Service Recipient to use the Website and QRmaint System on a mobile device according to these Terms and Conditions.
- c. **PRICE LIST** – the price list of Subscription plans available on the Website in the “Price List” tab.
- d. **DOCUMENTATION** – a description of the functionalities, capabilities, principles of operation, services and other elements of the QRmaint System available on pages of the Website, particularly in the “Blog” and “Functions” tabs.
- e. **CIVIL CODE** – the Civil Code Act of 23 April 1964 (Journal of Laws No. 16, item 93, as amended).
- f. **ACCOUNT** – the functionality of the QRmaint System, and simultaneously the Electronic Service on the Website,
and the set of resources and functionalities available in the Service Provider’s tele-informatic system, designated by the Service Recipient’s individual electronic mail address (e-mail address) and password,

enabling use of the QRmaint System. A detailed description of the functionalities,

capabilities and principles of operation and services available to an Account has been given in the Documentation.

- g. **COPYRIGHT LAW** – Act on copyright and derivative rights of 4 February 1994 (Journal of Laws No. 24, item 83, as amended).
- h. **TERMS AND CONDITIONS** – these terms and conditions of use of the QRmaint System.
- i. **WEBSITE, SITE** – the Service Provider’s website, available at the internet address <https://qrmaint.pl> and <https://qrmaint.com> and their subdomains.
- j. **SYSTEM, QRMAINT SYSTEM** – a CMMS system, interactive computer program available through the Website (or Mobile Application), providing the Service Recipient with a series of functionalities serving for facilitation of organization of an enterprise, which consists of the set of Electronic Services.
- k. **ELECTRONIC SERVICE** – a service rendered by electronic means by the Service Provider for the Service Recipient through the Website in accordance with the Terms and Conditions.
- l. **SERVICE RECIPIENT** – (1) a natural person with full legal capacity, for whom use of the Website, including the conclusion of contracts for rendering of services, is directly related to the commercial or professional activity they conduct (i.e. not being a consumer in this case); (2) a legal person; or (3) organizational unit without legal personality, to which the relevant act assigns legal capacity – using or intending to use an Electronic Service, also including the QRmaint System.
- m. **SERVICE PROVIDER** – QRMAINT SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ (LLC) with registered seat in Kraków (address of registered seat and address for correspondence: os. Oświecenia 55/92, 31-636 Kraków); registered in the Business Register of the National Court Registry under number KRS 0000794833; court of registration where the company’s documentation is kept: District Court for Kraków – Śródmieście in Kraków, 11th Commercial Department of the National Court Register; initial capital in the amount of: PLN 5,000.00; NIP (Taxpayer ID No.) 6783180641, REGON 383934585, e-mail address: kontakt@qrmaint.pl and contact telephone number: (+48) 12 39 50 216.

3) GENERAL TERMS OF USE OF QRMAINT

1. Any Service Recipient may use QRmaint under the terms and conditions.
2. Service Recipients using the Website or Mobile Application may receive access to the QRmaint System, which is a CMMS system consisting of many tools and functionalities intended for businesses, allowing them to conveniently and intuitively facilitate organization and reduce the maintenance costs of an enterprise. A detailed description of the functionalities, capabilities, principles of operation and services available in the QRmaint System is given in the **Documentation**.
3. The Service Recipient is obliged to use QRmaint according to its purpose, the Documentation, these Terms and Conditions, and in a manner that is compliant with the law and good customs, taking into account respect for personality rights, personal data and the copyrights and intellectual property rights of the Service Provider, other Service Recipients and third parties. The Service Recipient is prohibited from providing content of an illegal nature.
4. Technical requirements required for cooperation with the tele-informatic system used by the Service Provider: (1) computer, laptop, tablet, smartphone or other multimedia device with Internet access; (2) access to electronic mail; (3) in the case of use of QRmaint by means of the Mobile Application – Android version 4.4 and later; (4) in the case of use of QRmaint through the Website – internet browser: Mozilla Firefox version 17.0 or later, Internet Explorer version 10.0 or later, Opera version 12.0 or later, Google Chrome version 23.0 or later, Safari version 5.0 or later, or Microsoft Edge version 25.10586.0.0 or later, as well as enabled saving of Cookies and Javascript support in the internet browser.
5. The Service Provider abides by art. 14 par. 1 of the Act on rendering of services by electronic means of 18 July 2002 (Journal of Laws of 2002, No. 144, item 1204, as amended), according to which: *one who makes available the resources of a tele-informatic system for the purposes of data storage by a service recipient and who is not aware of the illegal character of data or the activity related to this data, and who, upon receiving official notice or credible notice of the illegal character of data or of the activities related to this data, immediately disables access to this data, is not liable for stored data.*

6. The administrator of personal data processed within the scope of QRmaint, in relation to implementation of these Terms and Conditions is the Service Provider. Personal data are processed for the purposes, for the period and on the basis of the grounds and principles defined in the **privacy policy** published on the Website and in the Mobile Application. The Privacy Policy contains, above all, principles concerning processing of personal data by the Administrator, including the grounds, purposes and period of processing personal data as well as the rights of persons to whom data pertain, as well as information concerning the use of cookies files and analytical tools. Use of QRmaint is voluntary. Similarly, the provision of personal data by a user of QRmaint associated with this is voluntary, with the reservation of the exceptions defined in the privacy policy (concluding of contract and statutory obligations of the Service Provider).

4) TERMS OF USE OF QRMAINT AND ACCOUNT

1. Use of the QRmaint System is possible, depending on the Service Recipient's preferences, in the web version via the Website or in the mobile version via the Mobile Application available for download in the Google Play store on Android mobile devices.
2. In order for use of all functionalities of the QRmaint System to be possible, prior creation of an Account by the Service Recipient is required.
3. Account creation is possible after the performance of three successive steps by the Service Recipient – (1) filling out of the registration form, (2) clicking on the action field and (3) confirming the intent of creating an Account by clicking the confirmation link automatically sent to the provided electronic mail address – at this time, a contract for use of the QRmaint system is concluded between the Service Recipient and Service Provider. In the registration form, it is required for the Service Recipient to provide the following data of the Service Recipient: company name, electronic mail address and password.
4. Use of the Account and of its individual functionalities may require the provision of other data by the Service Recipient at a later time – particularly the address of their registered seat and registry numbers required for billing purposes – in every instance, information on the scope of required data is given on the Website and in the Mobile Application, also including in the Documentation, prior to use of the specific functionality.
5. The Service Recipient is obliged to update their data provided within the scope of the Account in an ongoing manner in the event of change of this data.
6. Within the scope of the Account, the Service Recipient gains access to the QRmaint System's functionalities to the extent corresponding to the Subscription plan indicated in the Price List selected by the Service Recipient. A detailed description of the functionalities, capabilities, principles of operation and services available in the Account and QRmaint System is given in the Documentation.
7. Use of the Account and of the functionalities of the QRmaint System is subject to a fee, with the reservation of a trial period to which the Service Recipient is entitled for a one-time period of **14 calendar days** counted from the time of Account creation and activation. After the expiration of the trial period, further use of the functionalities of the QRmaint System is only possible after purchasing a Subscription under the terms specified in the Price List, according to one of the available Subscription plans. The Service Recipient may purchase a Subscription during the trial period and after its expiration.
8. The Service Recipient has the capability, at any time and without specifying a reason, to delete the Account (cancel access to the QRmaint System) by sending the appropriate request to the Service Provider via electronic mail. In the event where the Service Recipient requests cancellation of their Account, the Service Recipient remains obliged to make payment for the subscription period that has already commenced. Cancellation does not entitle the Service Recipient to receive a refund of payments made for the unused period of Account use.
9. The Service Recipient has the right to enable use of the QRmaint System by persons it has authorized to do so, for example, employees of the Service Recipient, providing access to all or only certain of its functionalities. In the case where another person is authorized by the Service Recipient to use the System, the Service Recipient is liable in solidarity with such a person for all actions of the authorized person using the System. A Service Recipient who authorizes another person to use the System is obliged to bind such a person with these Terms and Conditions and care for adherence by this person to these Terms and Conditions.

10. Purchase of a Subscription is possible in the appropriate tab available in the Service Recipient's Account – for this purpose, a Subscription plan must be selected, the successive steps in the order form must be completed, and payment must be made. The fee for use of an Account is charged in the subscription model, according to the Price List. The Service Recipient is obliged to make payment for the Subscription period it has selected in advance. In the event of expiration of the period of a purchased Subscription, the Service Recipient may purchase a Subscription for future periods in the same manner as they made their first purchase.
11. A Service Recipient may have more than one Account on the Website simultaneously.
12. The Service Provider reserves the right to suspend use of an Account by a Service Recipient in the following cases:
 - a. when the Service Recipient breaches these Terms and Conditions;
 - b. when the Service Recipient is in arrears with any payments to the Service Provider;
 - c. when the Service Recipient's actions harm the reputation of the Service Provider or of the QRmaint System.
13. Suspension of an Account may occur for a specified time indicated by the Service Provider or for an unspecified time. During suspension of Account use, it is not possible to log into the QRmaint System and use its functionalities. The Service Recipient is obliged to take action intended to remove the reasons for Account suspension, and after these reasons have been removed, they are obligated to notify the Service Provider of this fact immediately. The Service Provider shall unsuspend the Account immediately after the reasons for its suspension have ceased.
14. In the case of a suspension of Account use lasting over 30 calendar days and where the reasons for its suspension have not ceased, the Service Provider has the right to terminate the contract for rendering of the Account Electronic Service concluded with the Service Recipient with immediate effect.
15. The Service Provider, independently of its right to suspend use of an Account, may also terminate the contract for rendering of the Account Electronic Service concluded with the Service Recipient without specifying a reason, with a one-month notice period – with effect at the end of the month.

5) PAYMENTS FOR USE OF QRMAINT

1. The Service Provider makes available to Service Recipients the following methods of payment:
 - a. payment by transfer to the Service Provider's bank account;
 - b. electronic payments and card payments through the Dotpay.pl service – possible current methods of payment are specified on the website: <https://www.dotpay.pl>. Support of electronic payments and card payments is conducted according to the Service Recipient's choice by:
 - 🕒 Dotpay.pl – Dotpay Sp. z o.o. (LLC) with registered seat in Kraków, 30-552 Kraków, at ul. Wielickiej 28b, registered by the District Court for Kraków - Śródmieście in Kraków, 11th Commercial Department of the National Court Register under number KRS 0000347935.
2. In the case of selection by the Client of payment by transfer, the Service Recipient is obliged to make payment **within 14 calendar days** on the grounds of the pro-forma invoice issued by the Service Provider. In the case of electronic payments or card payments, the Client is obliged to make payment **immediately** after placing an order. Access to paid functionalities will be activated immediately after crediting of the Service Provider's bank or settlement account.
3. The Subscription prices shown on the pages of the Website and in the Mobile Application are net prices, given in Polish zlotys. The Service Recipient is informed of the total price, including tax, in the process of placing an order.
4. Payment of the Subscription fee for Account use is made in monthly or annual cycles, according to the Price List and the Subscription plan chosen by the Service Recipient.
5. Recording, securing of and access by the Service Recipient to the wording of the contract being concluded for paid use of the QRmaint System occurs by (1) making available of these Terms and Conditions on the Website and in the Mobile Application; (2) sending to the Service Recipient of an e-mail confirming the ordered Subscription plan and (3) issue and sending to the Service Recipient of a VAT invoice in electronic form. The wording of the contract is additionally recorded and secured in the Service Provider's informatic system.

6) CONTACT WITH THE SERVICE PROVIDER

The fundamental form of ongoing remote communication with Service Recipients is electronic mail (e-mail: kontakt@qrmaint.pl) and telephone ((+48) 12 39 50 216). Contact with the Service Provider is also possible by other, legally permitted means.

7) CLAIMS CONCERNING QRMaint

16. A Service Recipient may file claims related to the functioning of the Website, Mobile Application and QRmaint System via electronic mail (e-mail) to the address: kontakt@qrmaint.pl or in writing to the address: os. Oświecenia 55/92, 31-636 Kraków.

17. The Service Provider recommends specification of the following in the claim description: (1) information and circumstances concerning the subject of the claim, particularly the type and date of occurrence of the irregularity; (2) the Service Recipient's claims; and (3) contact information of the claimant – this will facilitate and speed up consideration of the claim by the Service Provider. The requirements given in the previous sentence are given only as recommendations and do not affect the effectiveness of claims filed with omission of the recommended claim description.

18. The Service Provider will take a position on a claim immediately, no later than within 14 calendar days from its filing.

8) ADDITIONAL CONTRACT PROVISIONS

1. The Service Provider is entitled to the right to withdraw from a contract signed with a Service Recipient within 14 calendar days from the date on which it is concluded. Withdrawal from the contract in such a case may occur without specification of a reason and does not give rise, on the side of such a Service Recipient, to any additional claims with respect to the Service Provider, with the exception of refunding of any payment potentially made for use of the QRmaint System, in the amount proportional to the unused period of the Subscription.
2. The Service Provider is entitled, at any time, to take actions intended to verify the veracity, reliability and accuracy of information given by the Service Recipient. Within the scope of verification, the Service Provider is entitled to, among other things, demand from the Service Recipient transmission of a scan of possessed certificates, attestations or other documents indispensable for verification. Over the course of the verification referred to in the previous sentence, the Service Provider is entitled to suspend the Account for the duration of verification.
3. Cessation of Account use does not entitle the Service Recipient to receive a refund of the payment made for the unused period of the Subscription.
4. The Service Provider does not guarantee that the QRmaint System is free of errors or that the Service Recipient will be capable of using the System without problems or disruptions. Moreover, due to the continuous development of new techniques for hacking and attacking of networks, despite every effort being made, the Service Provider does not guarantee that the System will be free of vulnerabilities to hacking or attacks.
5. The Service Provider makes the QRmaint System available in the form in which it has been provided and does not make any implied or express assurances as to its usefulness for specific applications. Under no circumstance are the Service Provider and its suppliers liable for damages or violations of third-party rights caused indirectly or directly by the System's functioning, including damages caused by inability of use, interruptions of work and any repeatable, incidental or special damages of any kind, including loss of profits or reduction of costs, regardless of whether the Service Provider's representative has been informed of the possibility of such damages occurring or third-party claims.
6. The Service Provider does not verify the reliability, correctness and veracity of content introduced by the Service Recipient within the scope of the Account or the method of the Service Recipient's use of the Account and its functionalities. The Service Recipient uses the Account, introduces content to it and uses its functionalities at their own risk.
7. The Service Provider is not liable towards the Service Recipient for damages and failure to fulfill obligations occurring due to any errors, technical failures and technical breaks.

8. The Service Provider is not liable towards the Service Recipient for damages and failure to fulfill obligations arising from the action of Forces Majeures or any other causes remaining outside of the Service Provider's control.
9. Under no circumstances does the Service Provider bear legal liability towards the Service Recipient for damages occurring as a result of use, improper use or inability to use the QRmaint System, independently of how damages occurred and what they pertain to, regardless of whether the liability be contractual, tortious or other, even if the Service Provider was aware, should have been aware or had been informed of the possibility of occurrence of such damages.
10. The Service Provider is liable towards the Service Recipient, regardless of the legal grounds of liability, solely up to the amount of fees paid to the Service Provider by the Service Recipient for use of the Account for the period of the last year. The Service Provider is liable towards the Service Recipient only for typical and actually sustained damages that were foreseeable at the time of conclusion of the contract, being the result of the Service Provider's purposeful action, with the exception of lost benefits.

9) COPYRIGHTS

19. Copyrights and intellectual property rights to the Website, Mobile Application and QRmaint System as a whole and to individual components thereof, including contents, graphics, works, patterns and marks available as part of the Website, Mobile Application or QRmaint System, are the property of the Service Provider or other authorized third parties and subject to the protection afforded by the Copyright Law and other provisions of generally binding law. The protection afforded to the Website, Mobile Application and QRmaint System covers all forms of their expression.
20. The structure, organization and source code of the Website, Mobile Application and QRmaint System are a valuable commercial secret of the Service Provider and its suppliers. They must be treated similarly to every other work subject to copyright protection. The Service Recipient does not have the right to copy the Website, Mobile Application or QRmaint System or its functionalities or Documentation, with the exception of cases permitted by the provisions of absolutely binding law. The Service Recipient also assumes the obligation not to modify, adapt, translate, decode, decompile, disassemble or attempt in any other way to determine the source code of the Website, Mobile Application or QRmaint System with the exception of cases permitted by provisions of absolutely binding law.
21. Individual components of the Website, Mobile Application and QRmaint System may be subject to separate terms and conditions and licenses for use – in such a case, the Service Recipient is also obliged to abide by such.
22. A Service Recipient using the Website, Mobile Application and QRmaint System does not receive any copyrights or intellectual property rights to them. The Service Recipient is granted only – under these Terms and Conditions – a non-transferrable and non-exclusive license entitling the Service Recipient to use the QRmaint System via the Website and Mobile Application in a manner that is compliant with its purpose, the Documentation, these Terms and Conditions, and in a manner that is compliant with the law and good customs, taking into account respect for personality rights, personal data and the copyrights and intellectual property rights of the Service Provider, other Service Recipients and third parties.
23. In the case of paid access to the QRmaint System, the license is granted at the time of payment of the Subscription fee and for a specified time – according to the plan of the paid Subscription. The license is granted without territorial restrictions.
24. The license does not authorize the Service Recipient to sell, rent, borrow to an entity, lease, sub-license or lend the Account or the QRmaint System available through Account use – with respect to both its entirety and individual components thereof. This provision does not exclude the Service Recipient's rights to authorize other persons, including their employees, to use the QRmaint System, within the scope in which this is necessary for proper use of the QRmaint System's functionalities for purposes consistent with the purpose of the QRmaint System as intended by the Service Provider.
25. The Service Provider may terminate a license with immediate effect in the case where the Service Recipient breaches these Terms and Conditions or other generally binding laws.
26. Trademarks of the Service Provider and of third parties should be used in accordance with binding laws.

10) TECHNICAL BREAKS

27. The Service Provider makes every effort to ensure correct and uninterrupted functioning of the Website, Mobile Application and QRmaint System. Due to the System's degree of complexity as well as due to external factors outside of the Service Provider's control (e.g. DDOS attacks – distributed denial of service), it is possible, however, that errors and technical failures disabling or limiting the System's functioning in any way may occur. In such an event, the Service Provider shall take any possible and justified action intended to ensure mitigation of the adverse effects of such events to the greatest possible extent.
28. Besides breaks caused by errors and technical failures, other technical breaks may occur, during which the Service Provider conducts activities intended for development of the QRmaint System and securing of the QRmaint System against errors and technical failures.
29. The Service Provider is obliged to plan technical breaks in such a manner that they pose as little a burden to Service Recipients as possible and solely for the duration required for the Service Provider to perform necessary activities.
30. The Service Provider is not liable towards the Service Recipient for damages and failure to fulfill obligations occurring due to any errors, technical failures and technical breaks, referred to in this section of the Terms and Conditions.

11) ENTRUSTING OF PERSONAL DATA PROCESSING

Use of the QRmaint System may be linked to the necessity of entrusting by the Service Recipient to the Service Provider of personal data belonging to third parties (including employees, co-workers, customers or other persons whose data the Service Recipient introduces into the QRmaint System). Issues concerning entrusting of personal data processing are regulated by **annex no. 1** to these Terms and Conditions, constituting an integral part of the contract for use of the QRmaint System concluded between the Service Provider and Service Recipient.

12) FINAL PROVISIONS

31. Contracts concluded through QRmaint are concluded in accordance with Polish law and in the Polish language.
32. If any of the provisions of these Terms and Conditions proves to be invalid in part or entirety, other provisions shall remain in force, and the Service Provider and Service Recipient assume the obligation to, at the request of either Party, replace invalid provisions with provisions whose legal power and economic effect are as similar as possible to the provisions being replaced.
33. Change of Terms of Service – the Service Provider reserves the right to make changes to the Terms and Conditions for valid reasons, i.e.: changes of legal regulations, addition of new Electronic Services or changes of the terms or methods of payment – within the scope in which these changes affect the implementation of these Terms and Conditions. The changed Terms and Conditions are binding to the Service Recipient if the requirements defined in art. 384 and 384[1] of the Civil Code are met, i.e. the Service Recipient was properly notified of the changes and did not terminate the contract within 14 calendar days from the date of notice.
34. Any disputes arising between the Service Provider and Service Recipient shall be brought before the court with territorial jurisdiction over the Service Provider's registered seat.
35. Generally binding Polish laws are applicable to matters not regulated by these Terms and Conditions, and in particular: Civil Code; Act on rendering of services by electronic means of 18 July 2002 (Journal of Laws 2002, No. 144, item 1204, as amended); as well as other relevant provisions of generally binding law.

Thank you for reading carefully!

If you have any questions, we are always at your disposal – please contact us: contact@qrmaint.com

We invite you to collaborate with us, The QRmaint team

ANNEX NO. 1 TO THE TERMS AND CONDITIONS

CONTRACT FOR ENTRUSTING OF PERSONAL DATA PROCESSING

The Service Recipient (hereinafter: “**Entrusting Party**”) and Service Provider (hereinafter: “**Processor**”) resolve that, in order to fulfill obligations arising from legal regulations, particularly the provisions of 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 **GDPR**, as well as for the purpose of proper performance of the provisions of these Terms and Conditions, the Entrusting Party entrusts to the Processor the personal data of third parties for processing for the purposes of rendering by the Processor of the services specified in the Terms and Conditions, within the scope and according to the principles set forth in this Contract for entrusting of personal data processing and with consideration of the Terms and Conditions.

1. The Entrusting Party declares that it has gathered the personal data entrusted to the Processor for processing in accordance with binding laws and is not the administrator of these data.
2. The Processor declares that it commits to using personal data solely within the scope indispensable for rendering of the services mentioned in the Terms and Conditions, for the Entrusting Party.
3. The scope of processed personal data covers:
 - a. name and surname, telephone numbers and electronic mail addresses of employees, co-workers, customers and other persons whose data have been introduced by the Service Recipient into the QRmaint System, particularly for the purpose of enabling access to the System by such persons in accordance with section 4 par. 9 of the Terms and Conditions.
 - b. name and surname, telephone numbers and electronic mail addresses of clients and service recipients of the Entrusting Party using forms generated for the Entrusting Party by the Processor as well as other functionalities of the QRmaint System intended to ensure communication between clients/service recipients and the Entrusting Party.
4. Data are entrusted by the Entrusting Party solely for the purposes of:
 - a. proper performance by the Processor of contracts concluded with the Entrusting Party, including the contract for use of the QRmaint System (data are stored for the period indispensable for performance, termination or expiry by other means of the concluded contract) – in relation to art. 6 par. 1 letter b) of GDPR.
 - b. determination, pursuit of or defense against claims that may be raised by clients and service recipients of the Entrusting Party against the Entrusting Party – and by the Entrusting Party with respect to such persons (data are stored for the period of existence of a legally justified interest realized by the Entrusting Party, but for no longer than the period until claims lapse, i.e. 3 years in the case of claims related to conduct of commercial activity) – in relation to art. 6 par. 1 letter f) of GDPR.
5. The Processor processes personal data entrusted to them solely on the grounds of a documented instruction from the Entrusting Party. The Processor shall not entrust personal data to further entities without the Entrusting Party’s clear, written consent in this regard.
6. The Processor commits, even prior to commencement of personal data processing, to secure personal data through the implementation and maintenance of technical and organizational measures ensuring the appropriate level of security corresponding to the risk associated with personal data processing, mentioned in art. 32 of GDPR, appropriate to the type of processed data.
7. The Processor commits to taking due diligence when processing entrusted personal data. In particular, the Processor assumes the obligation, to the extent of their capabilities, taking into account the nature of processing and the information available to the Processor, to assist the Entrusting Party in fulfilling the obligations imposed upon the Entrusting Party pursuant to art. 32-26 of GDPR, as well as to respond to the demands of the person to whom these data pertain, within the scope of exercising of rights by this person.
8. The Processor assumes the obligation to grant authorization for personal data processing to all those persons who will process entrusted data for the purpose of performing this Contract in the Processor’s name.
9. The Processor assumes the obligation to keep confidential data processed by the persons authorized by the Processor to process personal data for the purpose of performing this Contract, both during their employment by the Processor and after the cessation of employment.
10. After the end of rendering of services related to processing, the Processor shall delete all personal data and delete all of their existing copies, unless European Union law or the law of a member state makes mandatory storage of personal data.
11. The Processor declares that every person (e.g. full-time employee, person performing activities on the grounds of civil-law contracts, other persons working on behalf of the Processor) who will be permitted to process data entrusted by the Processor shall be obliged to keep these data confidential. This confidentiality also covers any information concerning methods of securing personal data entrusted for processing.
12. The Processor assumes the obligation to notify the Entrusting Party immediately:
 - a. of every legally substantiated request for making personal data available to the relevant state authority, unless a prohibition on notification arises from legal regulations, particularly laws on penal proceedings, when the prohibition has the purpose of ensuring the confidentiality of an initiated investigation;
 - b. of every instance of unauthorized access to personal data;
 - c. of every request received from a person whose data the Processor is processing, while simultaneously refraining from responding to the request;
 - d. of initiation of an audit of the Processor concerning the method of processing entrusted personal data;
 - e. of any doubts concerning an instruction issued by the Entrusting Party to the Processor, if, in the Processor’s assessment, it constitutes a breach of GDPR.

13. At the Entrusting Party's request, the Processor shall make available to the Entrusting Party any information indispensable for demonstrating that the Processor has met the obligations imposed upon them under this Contract for entrusting of personal data processing and under GDPR.