Processing Contract – the Contract for the Processing of Personal Data

Number: ……………………. - Revision ……….

Concluded between:

The Customer:……………………………………………………………………………………
Address: ……………………………………………., City: …….………......., ZIP Code ………
CIN: ……………….. E-mail: ……………….…………..……Phone…………………………….
Represented by: …………………………………. ……………………….

(hereinafter referred to as the "**Administrator**")

and

WEDOS Internet, a.s.
With its registered office at Masarykova 1230, Hluboká nad Vltavou, ZIP 373 41, Czech Republic
CIN: 28115708
A company registered in the Commercial Register kept by the Regional Court in České Budějovice, Czech Republic, Section B, Insert 1886
represented by Josef Grill, Chairman of the Board of Directors
(hereinafter referred to as "**WEDOS Internet, a.s.**)

and other companies of the WEDOS group. Other companies belonging to the WEDOS group are all companies with a similar shareholder structure, or other WEDOS companies belonging to the property-related group with WEDOS Internet, a.s., including subsidiaries or affiliates. As the list of these companies may change over time, they are declared only in this general way. The list of specific companies is always given in its current form on the WEDOS website together with other contractual conditions.
(hereinafter referred to as "**WEDOS**")

The Processor of Personal Data is one of the companies of the WEDOS group. The act of issuing a tax document for the services provided to the Administrator decides on the specific legal relationship of a particular company to the Administrator. The Processor is the company that issued the tax document to the Administrator. If no invoicing has taken place, the Processor is the above-mentioned parent company WEDOS Internet, a.s.
(hereinafter referred to as the "**Processor**")

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

I.
Introductory Provisions

1. On ………..., the parties entered into an agreement under which WEDOS undertook to provide the Administrator with services consisting of the provision of hosting services (or other services of a similar nature), to the extent that WEDOS offers to its customers, for service number: …………………. (hereinafter referred to as the "Service" or "Services") in accordance with the following documents - The General Terms and Conditions of WEDOS Services – the basic and common provisions for all services, The Terms and Conditions of WEDOS Domain Services, The Terms and Conditions of WEDOS Hosting and Cloud Services and The Terms and Conditions of the WEDOS OnLine Monitoring Service (all documents are available in their current version on the WEDOS website).

2. Proper provision of the Service requires, among other things, the processing of personal data of customers, third parties and employees of the Administrator (hereinafter referred to as "Personal Data"), which will be performed for the Administrator by the Processor. The scope of processing by the Processor is precisely defined in this Agreement.

3. In view of the above, the Contracting Parties conclude, in the framework of the Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016, the General Regulation on Personal Data Protection (hereinafter the "Regulation") and in conjunction with the law on the processing of personal data, the following agreement on the processing of personal data (hereinafter referred to as the "Agreement").

4. WEDOS is not the Processor of any personal data (for) the Administrator, except for the precisely listed situations in this Agreement. From a legal point of view, WEDOS is the Processor in relation to WEDOS customers who use WEDOS hosting services, because the data is **stored** on WEDOS servers.

5. **WEDOS, however, never interferes with data in any way (except for technical interventions necessary for the operation of the Service), especially in terms of the content and technologically for data that is placed on servers** (or other technical devices of a similar nature - hereinafter "Servers") for customers at WEDOS.

6. WEDOS, as the Processor, enters into a separate Processing Agreement with its customers for each service and is not contractually and legally entitled to interfere with any content or to technologically interfere with any data (including data and information of a personal nature) of its customers on WEDOS servers.

7. The provisions of this Agreement shall apply appropriately to the legal relationship between WEDOS and the Customer in the creation, administration and use of a Customer account in the Customer Administration of WEDOS services, if the Customer (i.e., Administrator) stored or made available any Personal Data of third parties (whose services are administered in the WEDOS administration or WEDOS servers). Changes to the settings of the Services and (personal) data in the Customer Administration are made by the customers themselves after logging in to the Customer Administration, or they are made by WEDOS based on requests entered and authorized in the Customer Administration.

II.
The Object of the Contract

1. The object of this Agreement is the regulation of mutual rights and obligations of the Contracting Parties in the processing of Personal Data obtained by the Processor in connection with the provision of its Services to the Administrator. These are Personal Data that the Administrator stores or has stored on the Processor's servers in accordance with the Service provided by the Processor to the Administrator.

III.
The Conditions for the Processing of Personal Data

1. The purpose of processing Personal Data is to provide hosting and cloud services to the Administrator in accordance with the contract for the provision of Services and generally binding legal regulations.

2. Personal data will be processed to the extent of:

- storing data "belonging" to the Administrator and processed by the Administrator on the Processor's servers,

- backing up data "belonging" to the Administrator and processed by the Administrator on the Processor's servers, while the backup is performed by the Processor in accordance with the settings of individual services,

- the restoration of data from the backup in the case of data "belonging" to the Administrator and processed by the Administrator on the Processor's servers.

  The subject of the processing of Personal Data based on this Agreement is not, by default, Special Categories of Personal Data (so-called special and sensitive) data in the sense of the Regulation. The subject of the processing of personal data falling into these Special Categories of Personal Data, i.e. special and sensitive data, i.e. such data which, for example, indicate racial or ethnic origin, political opinions, religion or philosophical beliefs, trade union membership, health status or sexual life or sexual orientation of a natural person, or genetic and biometric data (which are processed for the purpose of unique identification of a natural person), is subject to processing under this Agreement only if the Administrator observes and meets all increased security requirements and increased administrative requirements and the processing of such special and sensitive data in accordance with the Regulation and, where applicable, other related legislation. WEDOS is not authorized and technically able to assess whether the data belong to the Special Category of Personal Data.

3. Processing of Personal Data within the meaning of this Agreement means their storage on the Processor's servers and data repositories (storage on information carriers) and operational manipulations related to the operation of these servers and data repositories of the Processor. **The Processor is not authorized to interfere with the stored data, influence the collection and the collection process of this data, does not interfere with the content or use of this data, interfere with sorting or combining, blocking, anonymizing, deleting, and disposing the data using manual and automated means (e.g., specialized software). The Processor never interferes with the stored data. Everything on the part of the Processor takes place only to the extent necessary to ensure the proper provision of the Services**. Within the extent of legitimate interest in the proper provision of the services provided, the Processor is exceptionally entitled to scan the stored data (only for technical support of the Service), for example due to antivirus (or similar program) checks, file rights correction or installation of various software and content management systems. In no case does the Processor have the right to further analyze and process this data or to interfere in any way with the content of this data.

4. Personal data will be processed for the period of provision of the Services, with the proviso that upon termination of the contract for the provision of Services, this Agreement shall also terminate without further notice. Termination of this Agreement does not terminate the obligations of the Processor regarding the security and protection of Personal Data until the moment of their complete liquidation.

5. The Contracting Parties have agreed that the processing of Personal Data based on this Agreement will be free of charge and is part of the provided Service, while the Processor is not entitled to reimbursement of costs associated with the performance of this Agreement.

This does not affect the Processor's right to remuneration for the provision of Services.

IV.
The Responsibilities of the Administrator

1. In performing this Agreement, the Administrator is obliged to:

a) ensure that Personal Data will always be processed in accordance with the Regulation and the Personal Data Processing Act, that this data will be current, accurate and true, as well as that this data will correspond to the specified purpose of processing;

b) take appropriate measures to provide data subjects with all information and make all communications required by the Regulation and the Personal Data Processing Act in a concise, transparent, comprehensible, and easily accessible manner using clear and simple linguistic means;

c) upon termination of the use of the Service, delete all data and their copies, including any Personal Data stored on the Processor's servers.

V.
The Responsibilities of the Processor

1. In performing this Agreement, the Processor is obliged to:

a) not involve any other processor in the processing of Personal Data without the prior specific or general written permission of the Administrator, except for companies belonging to the WEDOS group;

b) exceptionally, to process Personal Data, always only based on documented (or authorized by the Customer Administration) instructions of the Administrator, including in matters of transfer of Personal Data to a third country or international organization; The Processor is entitled to refuse to execute the Administrator's instructions if the processing of Personal Data is beyond the scope of the provided service;

c) consider the nature of the processing of Personal Data and assist the Administrator in fulfilling the Administrator's obligation to respond to requests for the exercise of the data subject's rights, as well as in fulfilling other obligations within the meaning of the Regulation; The Processor is not entitled to provide anyone with any information and Personal Data, data previews and data exports and documents from the Administrator's data. The Processor does not interfere with the Administrator's data.

d) at the request of the Administrator, at any time to enable an audit or inspection related to the processing of Personal Data, and this step will be charged according to the hourly rate according to the current price list of the Processor;

e) the maximum duration of processing and the retention period of personal data is the same as the period of validity of the Service Contract. After this period, personal data will be destroyed in accordance with this Agreement;

f) personal data may be processed only at the workplaces of the Processor or its suppliers (subcontractors, sub-suppliers), especially in the territory of the European Union. The

Processor is obliged to process Personal Data in accordance with legal regulations, in particular the Personal Data Protection Act;

g) after the termination of this Agreement, delete all Personal Data processed during the provision of the Services (except in situations where the Processor is obliged to keep the data in accordance with the law or on the basis of special requests of public authorities. The Processor is obliged to destroy the data and delete it from the servers without delay, but no later than within 30 days from the end of the service's termination. **Personal information is not automatically deleted from backups that were already made. Backups are periodically deleted according to the settings of individual services. This periodic deletion of backups leads to the subsequent automatic deletion of Personal Data from all devices of the Processor (no later than 180 days from the acquisition of the relevant advance);**

h) the Processor is in no way responsible for the security and protection of data related to the organizational, personnel or technical level or activity of the Administrator. The Processor is not responsible for the security of the chosen technical solution (for example, the choice of operating system or content management system).

VI.
The Mutual Obligations of the Parties

1. In performing this Agreement, the Parties are obliged to:

a) introduce technical, organizational, personnel and other appropriate measures within the meaning of the Regulation to ensure and be able to prove at any time that the processing of Personal Data is carried out in accordance with the Regulation and the Personal Data Processing Act so that unauthorized or accidental access cannot occur to the Personal Data and to the data carriers containing such data, to their change, destruction or loss, unauthorized transfers, to their other unauthorized processing, as well as other misuse, and to revise and update these measures on an ongoing basis as necessary;

b) keep and continuously review and update records on the processing of Personal Data within the meaning of the Regulation;

c) duly and timely report possible breaches of the security of Personal Data to the Office for Personal Data Protection and cooperate with this Office to the necessary extent;

d) inform each other of all circumstances relevant to the performance of the subject of this Agreement;

e) maintain the confidentiality of Personal Data and security measures, the disclosure of which would jeopardize the security of Personal Data, even after the termination of this Agreement;

f) act in accordance with other requirements of the Regulation and the Personal Data Processing Act to comply with the general principles of personal data processing, to fulfil its information obligations, not transfer Personal Data to third parties without the necessary authorization, to respect the rights of data subjects and to provide necessary cooperation in this regard.

VII.
The Technical and Organizational Security of Personal Data Protection

1. The Processor undertakes to technically (in accordance with generally known knowledge and awareness) and organizationally ensure the protection of the personal data processed in such a way as to prevent unauthorized or accidental access to the data, their alteration, destruction or loss, unauthorized transfers, their other unauthorized processing, as well as other misuse, and that all obligations of the personal data Processor arising from legislation, including European legislation and ISO standards, if they affect the processing of personal data, are safeguarded in a personal and organizational manner during the data processing.

2. The Processor hereby declares that the protection of personal data is subject to the Processor's internal security regulations within its information security management system, which complies with the security requirements of ISO 27001.

3. The Processor undertakes that the processing of the data will be ensured as follows:

a) personal data will be accessed only by authorized persons of the Processor, who will conditions and a scope of data processing set by the Processor and each such person will access personal data under their unique identifier;

b) personal data will be processed on the premises of the Processor to which only authorized persons of the Processor, or its suppliers (subcontractors, sub-suppliers) will have access;

c) authorized persons of the Processor who process personal data under this Agreement are obliged to maintain the confidentiality of personal data and security measures, the disclosure of which would jeopardize their security.

VIII.
Further Obligations

1. In the event of a breach of the security of personal data processed, unauthorized or accidental access to personal data, destruction or loss, unauthorized transmission, or other unauthorized processing or misuse, the Processor is obliged to immediately inform the Administrator and is obliged to immediately take measures to eliminate the defective condition. The Processor is obliged to immediately inform the Administrator about the measures taken in writing or by e-mail or via SMS.

2. Upon termination of this Agreement, the Processor shall:
   - delete of all data from the Processor's servers, with the exception of backups;
   - the deletion of data from backups takes place periodically in accordance with the technical settings of the backups of the Processor (in accordance with point V. Paragraph g) of this Agreement)

3. All personal data are or can be backed up regularly (to the extent that is in accordance with the settings of the parameters of individual services). For performed backups (files, snapshots, etc.), WEDOS does not interfere with the content of the data and does not delete anything in these backups (even at the express request of the Administrator or any third party, regardless of whether deletion is or is not technically possible). In the case of restoring data from a backup, WEDOS is not legally and contractually authorized and technically able to take steps to ensure that Personal Data was in accordance with the

current state before the backup and therefore the Administrator is obliged to modify the restored data so that the Personal Data is in accordance with the obligations of the Administrator towards the subjects of these Personal Data or other third parties concerned.

4. In the event that (for example) certain technical equipment is damaged and thus some Personal Data is damaged, WEDOS is entitled to restore all necessary data from the backup intended for this purpose. WEDOS undertakes to inform the Administrator no later than 15 days after the data recovery. The Administrator will be informed by the e-mail, which is currently set in the Service settings. WEDOS will restore the data from the relevant backup up to the date of the relevant backup. The Administrator is obliged to delete or anonymize all data (Personal Data), from the recovered data, which should no longer be available there.

IX.
Final Provisions

1. This Agreement and the legal relations arising from it and related to it are governed by the Regulation and legal regulations of the Czech Republic, in particular the provisions of the Personal Data Processing Act.
8.

2. This Agreement shall enter into force and effect upon signature by the last of the Contracting Parties, or by electronic acceptance by the Administrator on the WEDOS website (for example, by downloading this Agreement in PDF format).

3. This Agreement may be amended, supplemented or terminated only in writing, but not by electronic messages without a qualified electronic signature within the meaning of Regulation (EU) No 910/2014 of the European Parliament and of the Council (eIDAS). The notice period for termination of this contract corresponds to the notice period of the Service.

4. Amendments or supplements to this Agreement, including its annexes, must be made in writing in the form of an amendment, dated and signed by both parties with the signatures of the parties on one document, unless the Agreement allows otherwise in specific cases. In the event that there is a change in service settings or any contact details or changes in authorized persons, the Processor will issue an addendum to the Contract, which will contain new data and the contract number will be numbered by adding a revision number (after the hyphen) following the existing number.

5. By way of derogation from the provisions of §573, No. 89/2012 Coll., New Civil Code (market), the Contracting Parties expressly agree (for the purposes of delivery) that a document sent by registered mail or by courier or other similar means through the postal license holder to the Contracting Party's address specified in this Contract, is delivered to the registered office address registered in the Commercial Register or to another address communicated in writing for delivery on the 3rd (third) day following the handover of such consignment for transport, unless an earlier day of delivery is proved. This delivery presumption shall also apply, subject to the conditions set out in this provision, if the consignment is returned to the sender for any reason as undelivered or undeliverable, including because it was not accepted, rejected, or not picked up by the addressee after storage or the addressee is not located in the area. This does not affect the possibility of delivering documents by other means.

6. This Agreement is prepared electronically in PDF format, the document being electronically signed by a trusted electronic certificate. The Contract can always be downloaded in the current version of WEDOS Customer Administration. The Contract is not issued in paper form.

7. The Contracting Parties declare that they have read the draft of this Agreement carefully, that they understand its content well and that it corresponds to their real will, as evidenced by their signatures and by concluding this Agreement.

In ……………………………. On ……………………………..

Administrator: Processor:
………………………………..   …………………………………

………………………………………..   WEDOS Internet, a.s.
………………………………………..   Josef Grill