

PERSONAL DATA PROCESSING REGULATION OF MICROSTEP FOR CONTRACTUAL PARTNERS

1. This Personal Data Processing Regulation of MicroStep with Contractual Partners (hereinafter also referred to as the "Regulation") is issued by the company MicroStep, spol. s r.o., with its registered office at Vajnorská 158, 831 04 Bratislava, ID No.: 00 603 015, Tax ID: 2020418994, VAT ID: SK2020418994, registered in the Commercial Register of the Municipal Court Bratislava III, Section: Sro, Entry No.: 322/B (hereinafter also referred to as "MicroStep").
2. The Contractual Partner is engaged in a business cooperation with MicroStep pursuant to the Contract. Such business cooperation may require activities during which the Contractual Partner, on behalf of MicroStep, processes the personal data of data subjects as specified below in this Regulation (hereinafter also referred to as "Personal Data"). The Contracting Parties undertake to protect Personal Data in accordance with applicable legal regulations, in particular in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter also referred to as the "GDPR Regulation") and Act No. 18/2018 Coll. on the Protection of Personal Data, as amended (hereinafter also referred to as "National Legislation").
3. MicroStep and the Contractual Partner have agreed on the following conditions for the processing of Personal Data:
 - a) the Contractual Partner processes, in particular, the following types of ordinary identification, contact, and economic Personal Data: name, surname, permanent residence, email address, telephone contact, date of birth, bank account, employer;
 - b) the categories of data subjects include, in particular: clients, persons interested in purchasing goods, and cooperating third parties;
 - c) the Contractual Partner processes Personal Data for the following purpose: provision of services based on the Contract;
 - d) the subject matter of the processing is determined by the subject matter of the Contract and the nature of the services provided by the Contractual Partner thereunder;
 - e) the nature of the processing is as follows: collection, gathering, dissemination, recording, organization, structuring or alteration, retrieval, consultation, rearrangement, combining, moving, use, storage, blocking;
 - f) the duration of the processing of Personal Data is as follows: The Contractual Partner is entitled to process Personal Data during the period of providing its services under the Contract.
4. The Contractual Partner processes Personal Data only based on documented instructions from MicroStep, including instructions given by electronic means. MicroStep is entitled to unilaterally change or cancel such instructions at any time by any means, including electronic means.
5. The Contractual Partner shall not transfer Personal Data to a third country or an international organization, except in cases where it is required by European Union law or the law of a Member State of the European Union to which the Contractual Partner is subject; in such a case, the Contractual Partner shall notify MicroStep of this legal requirement before processing, unless the law in question prohibits such notification for important reasons of public interest.
6. The Contractual Partner shall adopt all organizational and technical measures necessary to ensure that the persons through whom the Contractual Partner processes Personal Data process the Personal Data in accordance with this Regulation, exclusively according to MicroStep's instructions, and in accordance with the GDPR Regulation.
7. The Contractual Partner declares that it has sufficient financial, material, and human resources to ensure appropriate technical and organizational measures so that the processing of Personal Data meets the requirements of the GDPR Regulation and ensures the protection of the rights of data subjects.
8. In accordance with Article 32 of the GDPR Regulation, taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons, the Contractual Partner shall implement appropriate technical and organizational measures to ensure a level of security of Personal Data processing appropriate to this risk. The Processor is obliged to adopt, in particular, the following measures:
 - a) pseudonymization and encryption of Personal Data;
 - b) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services;
 - c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
 - d) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of processing.

9. In assessing the appropriate level of security, the Contractual Partner shall take into account, in particular, the risks presented by processing, specifically from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored, or otherwise processed.
10. In accordance with Article 28(2) of the GDPR Regulation, MicroStep grants its consent to the Contractual Partner to engage another processor in the processing of Personal Data, exclusively with the prior written consent of MicroStep containing the exact name, registered office address, and ID number (IČO) of the other processor (hereinafter also referred to as the "Sub-processor"). If the Contractual Partner engages a Sub-processor in the processing of Personal Data in accordance with this Regulation, the following applies:
 - a) the Contractual Partner is obliged to impose on the Sub-processor, by means of a contract or other legal act, the same data protection obligations as those set out in this Regulation, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing meets the requirements of the GDPR Regulation;
 - b) the engagement of a Sub-processor does not relieve the Contractual Partner of its obligations under this Regulation, the GDPR Regulation, and National Legislation to any extent; and
 - c) If the Sub-processor fails to fulfill its data protection obligations, the Contractual Partner remains liable to MicroStep for the performance of the Sub-processor's obligations.
11. The Contractual Partner is obliged, taking into account the nature of the processing, to assist MicroStep to the greatest extent possible through appropriate technical and organizational measures in fulfilling its obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR Regulation. If a data subject contacts the Contractual Partner with a request to exercise or apply any of their rights under the GDPR Regulation, the Contractual Partner shall inform MicroStep thereof without delay, at the latest within three (3) days, and subsequently, the Contractual Partner shall proceed according to MicroStep's instructions. The Contractual Partner shall never respond to requests from data subjects on behalf of MicroStep.
12. The Contractual Partner undertakes to inform MicroStep of all security breaches leading to accidental or unlawful damage and destruction, accidental loss, alteration, unauthorized access and disclosure, as well as any other inadmissible form of Personal Data processing (hereinafter also referred to as a "Personal Data Breach").
13. The Contractual Partner is obliged to assist MicroStep in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR Regulation, taking into account the nature of processing and the information available to the Contractual Partner. The Contractual Partner is obliged to inform MicroStep of a Personal Data Breach without undue delay, in any case no later than three (3) hours after becoming aware of the Personal Data Breach. The Contractual Partner is obliged to provide MicroStep with all necessary cooperation in resolving the Personal Data Breach. In particular, the Contractual Partner is obliged to notify MicroStep of all facts indicating a Personal Data Breach, specifically how many data subjects are affected, what the breach consists of, how long the breach lasted or if it is still ongoing, and what measures the Contractual Partner has taken to stop or eliminate the consequences of the breach.
14. The Contractual Partner is obliged to allow for and contribute to audits, as well as inspections, conducted by MicroStep or another auditor mandated by MicroStep. The purpose of the audits and inspections shall be to verify whether the Contractual Partner is fulfilling its obligations arising from this document, the GDPR Regulation, and National Legislation.
15. Upon termination of the provision of services relating to the processing of Personal Data, the Contractual Partner is obliged to return all Personal Data to MicroStep and delete (destroy) existing copies, unless European Union law or the law of a Member State of the European Union requires storage of these Personal Data.
16. The Contractual Partner undertakes to provide cooperation to MicroStep at its own expense even in the case of proceedings before the relevant supervisory authorities concerning the Contract. The Contractual Partner shall immediately communicate and forward to MicroStep any requests, measures, documents, or instructions of the relevant supervisory authorities in the matter. The Contractual Partner shall communicate with MicroStep regarding any information or cooperation it plans to provide to the relevant supervisory authority in this connection.
17. The Contractual Partner does not inform data subjects in the sense of Article 13 of the GDPR Regulation; this obligation remains exclusively with MicroStep, unless otherwise specified in a specific instruction from MicroStep. The Contractual Partner agrees that its business name may be listed among the categories of recipients of MicroStep's Personal Data as part of its information obligation.