DATA PROCESSING AGREEMENT

Hereinafter "the Agreement", signed on …………. between:

Shoplo spółka z ograniczoną odpowiedzialnością, located in Warsaw, Poland (00-189) at Inflancka street 4C registered in Polish National Court Register (KRS), registration number: 417586, NIP: 5213630420, represented by Patryk Pawlikowski – CEO

and

_____
_____

Hereinafter "the User".

§ 1. OBJECT OF PROCESSING

The User as a personal data administrator allows Shoplo to process their personal data in association with implementing and providing the Service, thoroughly described in the Terms and Conditions with regard to both during testing account activity period and afterwards. The User hereby declares that both method and cause of personal data processing were determined solely by the User. Each time the expressions mentioned below are used in the further parts of this Agreement, they are to be understood as in the Terms and Conditions unless the context clearly states otherwise.

§ 2. THE NATURE AND OBJECTIVE OF DATA PROCESSING

The User hereby allows Shoplo to process a set of personal data gathered by the User as well as data gathered and exported using the Service while the Agreement is valid. The objective of data processing is relevant to the objective established during User's process of data gathering.

§ 3. THE TYPE OF PERSONAL DATA AND CATEGORIES OF PERSONS THAT DATA IS RELEVANT TO

1. The User allows Shoplo to process the following type of personal data (delete as appropriate):
   a. First name and last name
   b. E-mail address
   c. Telephone number
   d. Physical address
   e. IP address
   f. Sex
   g. Marketing data (permissions to send sales-related information)
   h. NIP number
2. Clients or potential clients of the User are considered the categories of persons that data is relevant to. Those could be natural or legal persons.
3. In case of the need to add an additional type of personal data that is not mentioned above, the User will inform about this by sending an e-mail message. Each time that the listed personal data is modified it does not require an annex to the Agreement.

§4. SHOPLO'S LAWS AND RESPONSIBILITIES

1. Shoplo processes personal data solely whenever it has a documented permission from data administrator included in §1 above.
2. Shoplo declares that it will use personal data only in the scope and timeframe as needed for the execution of the Agreement.
3. Shoplo confirms that people authorised to personal data processing keep data classified or are subject to a documented duty to keep data classified.
4. Shoplo declares that it takes appropriate technical and organisational measures as described in Article 32 of GDPR, ensuring a level of security relevant to risk of legal offense or natural persons' freedom, especially pseudonymisation and encryption of personal data, maintenance of processing systems and services confidentiality, integrity, accessibility and durability, recovering data backups in case of physical or technical incident as well as regular testing and assessment of the means mentioned above. Shoplo is allowed to choose or change organizational and technical means, as long as it does not compromise terms of providing the Service.
5. Considering the nature of processing and User-accessible information, Shoplo helps the User to fulfill user responsibilities in data protection, reporting violations to law enforcement agencies, informing the person whose data is affected and about the personal data violation. Shoplo will inform the User about data processing violations within 72 hours starting at the moment of violation detection.
6. Considering the nature of processing and User-accessible information and in a range of execution of the laws as described in Chapter 3 of GDPR of a person whose data is considered, Shoplo helps the User to fulfill the responsibility of responding to requests by the said person in executing the person's laws in informational, correctional and interdictive nature.
7. After the termination of the service, the User can request Shoplo to remove or return personal data transferred to Shoplo by the User and request removal of all backups of said data. Shoplo may refuse fulfilling this request if the law of the European Union or member state imposes personal data retention.
8. Shoplo is obliged to share all information necessary to demonstrate the fulfillment of duties described in Article 28 of GDPR. Information should be shared in advance, not later than seven days from information sharing request was reported by User. Shoplo is also obliged to enable the User or a designated auditor to perform audits and inspections and to contribute to them.
9. The User hereby declares consent to further personal data processing by subjects ("subprocessors") providing services and technological solutions supporting the service and listed in Annex 1 to this Agreement. Shoplo declares that the subprocessor maintains a level of personal data protection the same as Shoplo's. The User declares consent to personal data processing by subprocessors other than the ones mentioned in the previous sentence and information about which cannot be shared at the time of the signing of this Agreement. If the User is informed at least 48 hours beforehand and the User does not express objection, Shoplo is not allowed to share personal data with third parties apart from the persons working (including providing services) for Shoplo.
10. Adding or integrating via API with external services offered by Shoplo within the provided Service, especially electronic mail delivery applications and sales support systems is not a basis to enter a new agreement relevant to data subprocessing between Shoplo and the third party providing the external services. The User is obliged to enter an agreement with the said parties. Shoplo's liability is limited solely to providing a safe integration with the Shoplo Service.
11. Within the frames of the consent as declared in passage 9. of §4, the User understands that personal data mentioned in §3 is stored using an external service at OVH headquarters in the European Union. Shoplo informs that data backups are created automatically and temporarily kept on backup servers.
12. Shoplo has no responsibility to investigate law accordance of collection of personal data transferred by User for reasons disclosed in §1.
13. Shoplo maintains an electronic registry of processing activities which contains:
    a. Shoplo identification data (name, surname or company name and contact details, as well as details of the Shoplo representative or personal data inspector - if they have been appointed)
    b. A general description of the technical and organizational security measures referred to in Article 32 paragraph 1 of the GDPR - if it is possible.
    c. Information on the transfer of personal data to a third country or international organization.

§ 6 RIGHTS AND OBLIGATIONS OF THE USER

1. The user declares that the set of personal data transferred, in particular the basis for processing personal data, as well as the specific scope, objectives, manner, context and nature of data processing is in accordance with the Regulation of the European Parliament and Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46 / EC ("RODO") L 119/40 EN Official Journal of the European Union 4.5.2016 (text in Polish).
2. The User declares that they have decided to use Shoplo, taking into account Shoplo's expertise, credibility and resources as well as its offer to provide appropriate technical and organizational measures.
3. The User is obliged to examine the compliance of data processing with the applicable law in their own right, by excusing Shoplo from these activities.
4. The user as the personal data administrator decides about the method and purposes of data processing.

5. The user should refrain from obtaining personal data about which he knows or because of circumstances could easily find out that they were obtained in an illegal way or from entities (or sources) about which unlawful activity he could learn while maintaining due diligence.

6. The User should, without undue delay, no later than 48 hours of becoming aware of the information, notify Shoplo of any events that may affect the compliance of the data processing activities entrusted with the law, the ability to perform this Agreement or the uninterrupted provision of the Service by Shoplo. In the event that the damage resulted from the failure to observe the due diligence measures referred to in the preceding sentence, Shoplo is exempt from liability in this respect. In the event of claims arising as a result of the User's action, the User is obliged to release Shoplo from liability, reimburse the costs incurred in this respect and satisfy the claims of these persons in the manner provided for by law.

§ 7 RESPONSIBILITY

1. The Parties agree that Shoplo is not liable to people whose data has been entrusted to, for damage caused as a result of processing by the User, using Shoplo Services, entrusted data in a manner inconsistent with applicable law or in a way that violates good practices, including in particular:
   a. The use of a database, or the processing of a database to which the User does not have the rights or consents from the End Users. Thus, the User declares that the data imported into the Service and entrusted to the Processing of Shoplo by the User has no legal defects
   b. Other activities that do not arise from the omission or actions of Shoplo and its employees, and which will result in claims of third parties.
2. The parties agree that any responsibility of Shoplo from any legal title is limited to the amount of remuneration obtained by Shoplo from the User.

§ 8 DURATION OF DATA PROCESSING

1. Unless otherwise agreed between the Parties, the Agreement shall be concluded for a fixed period of time, while Shoplo provides its service. The term of providing the service should be understood as the period of having an active account in the Shoplo system, and for a period of 14 days from the date of account suspension.
2. Unless the Regulations or a separate Agreement with Shoplo state otherwise, Shoplo deletes User's personal data and copies thereof immediately after the expiry of the period necessary to establish, investigate or defend claims arising or likely to result from the Service referred to in the Regulations or a separate Agreement with Shoplo. This provision shall remain in force upon termination or expiration of this Agreement.

§ 9 FINAL TERMS

1. The contract comes into effect from the moment:
   a. of signing it - if it has been concluded in writing
   b. submitting a declaration of will by the User by activating the Service, whereby in order to remove doubts by activating the service, one should understand creating an account and logging into the Shoplo System.
2. This Agreement replaces the previous Agreements contained in the scope of entrusting the processing of data contained with the User. In matters not covered by this Agreement, the applicable law shall apply, in particular the Civil Code and the GDPR.
3. Grzegorz Lech is the inspector for personal data protection is (email: info@shoplo.com)
4. Any changes or additions to this Agreement must be made in writing (or respectively documented for contracts concluded in this form) under the rigor of invalidity. If the European Commission introduces standard contractual clauses, Shoplo will present a consolidated text that includes standard contractual clauses, which will enter into force along with the next billing period of the Service, unless the User expressly objects.
5. The court competent for resolving disputes arising from implementation of this Agreement is the court competent for the Shoplo headquarters.
6. The contract was drawn up in two identical copies, one for each of the Parties.

Shoplo   User

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APPENDIX 1

LIST OF SUBPROCESSORS PROCESSING PERSONAL DATA

Shoplo Partner / Subprocessor	Service:
OVH	Cloud computing / server
Paylane sp. z o.o.	Payment operator
Braintree	Payment operator
Blue Media	Payment operator