



**DATA PROCESSING AGREEMENT
FOR THE PARTNER SALON**
(referred to hereinafter as the "Processing Agreement")

§1 INTRODUCTORY INFORMATION AND DEFINITIONS

1. This Agreement is an annex to the **eBeauty Planner Application** Regulations, and all terms written in capital letters in this document have the same meanings as those assigned to them in the aforementioned Regulations, except as provided in paragraph 3 below.
2. The following definitions shall apply:
 - **Administrator** refers to the Partner Salon, which alone or jointly with other entities determines the purposes and means of processing Personal Data, in accordance with the definition contained in Article 4(7) of the GDPR;
 - **Processing Entity** refers to the Service Provider (i.e., Dawid Gawłowski, operating under the business name DejuSoft Dawid Gawłowski located at ul. Sieradzka 19/26, 45-304 Opole, NIP: 7543124313, REGON: 365096253).
 - **Personal Data** - any information relating to an identified or identifiable natural person, i.e., one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name and surname, identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person;
 - **GDPR** - 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).

§2 SUBJECT OF THE AGREEMENT

1. Under the terms and conditions specified in the Processing Agreement, the Administrator entrusts the Processing Entity - in accordance with Article 28(3) of the GDPR - with the processing of Personal Data to the extent specified in §3 of the Processing Agreement. The processing shall be carried out during the term of the Agreement.
2. The Processing Entity will process the Personal Data entrusted by the Administrator in a wholly or partially automated manner.

§3 SUBJECT AND SCOPE OF ENTRUSTMENT

1. The subject of the entrustment includes all Personal Data that the Administrator will enter, configure, and process in the Service as part of the Agreement.
2. The processing will particularly include Personal Data such as: A. Data of the employees and collaborators of the Administrator, e.g.:
 - Name and contact details (phone number and email address), Tax number or ID number;
 - Information related to the industry in which the Administrator (and their employees and collaborators) operate, including education, completed courses, biography, job description, etc. B. Data of the Administrator's clients, e.g.:
 - Name and contact details (phone number and email address), age;
 - Data entered independently by the Client;



- Client booking history and other information related to the Client's use of the Partner Salon's services; C. Data of third parties who use the Administrator's services, who have contracted with the Administrator outside the Service, and whose data has been entered into the Service by the Administrator.

§4 PURPOSE AND NATURE OF THE ENTRUSTMENT

1. The entrustment of processing Personal Data is carried out with the consent and documented instruction of the Administrator (as referred to in Article 28(3)(a) of the GDPR and Article 29 of the GDPR), for the purpose of executing contracts entered into by the Administrator with clients and providing services, including, but not limited to:
 - Contacting the client and informing/scheduling appointments and services;
 - Marketing the Administrator's services, including direct marketing;
 - Enabling the Administrator to use services to inform about the client's appointment, including via SMS;
 - Creating statistics and analyses related to appointment scheduling and the use of services by the Administrator for their own/internal needs;
 - Profiling of clients.
2. The Administrator is solely responsible for verifying whether the processing of Personal Data in the Service is necessary to achieve the established purposes of their processing, and that this process complies with all GDPR requirements, including the principles of processing data limitation and data minimization.

§5 OBLIGATIONS OF THE PROCESSING ENTITY

1. The Administrator and the Processing Entity agree that the conclusion of the Agreement and the Processing Agreement constitute an instruction for processing Personal Data, as referred to in §4 para. 1 and Article 28(3)(a) of the GDPR.
2. The Processing Entity undertakes to apply security measures for Personal Data, as referred to in Article 32 of the GDPR, in particular: a. Considering the state of the art, the cost of implementation, and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Processing Entity is required to implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. The Processing Entity should adequately document these measures and update them in agreement with the Administrator, b. Ensure that any natural person acting under the authority of the Processing Entity who has access to Personal Data, processes them only on instructions from the Administrator for the purposes and to the extent provided in this agreement; c. Maintain a record of all categories of processing activities performed on behalf of the Administrator, as referred to in Article 30(2) of the GDPR, and make it available to the Administrator upon request unless the Processing Entity is exempted from this obligation under Article 30(5) of the GDPR.
3. The Processing Entity ensures that persons having access to Personal Data will keep them and the methods of their protection confidential, and this obligation of confidentiality shall also apply after the termination of the Processing Agreement and the cessation of employment at the Processing Entity.
4. The Processing Entity commits to assisting the Administrator in fulfilling the obligations specified in Articles 32-36 of the GDPR.
5. In the event of a suspected data breach, the Processing Entity undertakes to: a. Notify the Administrator of the data breach within 24 hours of its discovery, including the information referred to in Article 33(3) of the GDPR, b. Conduct a preliminary risk analysis of the breach of the rights and freedoms of data subjects and provide the results of this analysis to the



Administrator within 36 hours of the detection of the event constituting a data breach, c. Provide the Administrator – upon request – with all information necessary to notify the data subject, in accordance with Article 34(3) of the GDPR, within 48 hours of the detection of the event constituting a data breach.

6. The Processing Entity undertakes to assist the Administrator through appropriate technical and organizational measures, in fulfilling the obligation to respond to requests from data subjects, in exercising their rights set out in Articles 15-22 of the GDPR.
7. The Processing Entity commits to immediately inform the Administrator of any proceedings, particularly administrative or judicial, concerning the processing of the entrusted Personal Data by the Processing Entity, of any administrative decisions or judgments relating to the processing of the entrusted Personal Data directed at the Processing Entity, and of any inspections and audits concerning the processing of the entrusted Personal Data by the Processing Entity, particularly those conducted by the supervisory authority.

§6 TRANSFER OF DATA TO THIRD COUNTRIES

Special category Personal Data will not be transferred to third countries. The Administrator agrees that Personal Data, which are not sensitive data, may be transferred to such countries, provided that the transfer complies with the principles set out in Chapter V of the GDPR.

§7 AUDIT

1. The Processing Entity undertakes to provide the Administrator with all information necessary to demonstrate compliance with the obligations specified in Article 28 of the GDPR during the audit conducted by the Partner Salon.
2. The Administrator is obliged to inform the Processing Entity in writing or by email (with confirmation of receipt by the recipient) of the planned audit at least 14 days in advance.
3. The audit may also be conducted by a professional auditor authorized by the Administrator, subject to prior notification to the Processing Entity and the conclusion of a confidentiality agreement between the auditor and the Processing Entity.
4. The audit may be conducted in a manner that does not disrupt the operation of the Processing Entity and only on weekdays from Monday to Friday between 10 am and 4 pm, for no longer than five business days and no more frequently than once a year, unless the audit is required by applicable law, by the competent supervisory authority, or is conducted immediately after a data breach has been detected.
5. All costs associated with conducting the audit shall be borne by the Administrator at its own expense.
6. The audit shall not in any case aim to disclose the trade secrets of the Processing Entity.

§8 FURTHER ENTRUSTMENT

1. The Processing Entity may further entrust the Personal Data covered by the Processing Agreement to subcontractors only for the purpose of performing the Agreement or the Processing Agreement.
2. The Processing Entity undertakes to conclude a written agreement with another processing entity consistent with the purposes and conditions described in the Processing Agreement.
3. The transfer of entrusted data to a third country may only occur upon the written instruction of the Administrator, unless such obligation is imposed on the Processing Entity by EU law or the law of the member state to which the Processing Entity is subject. In such a case, the Processing Entity will inform the Administrator about the specified legal obligation before beginning processing, unless the law prohibits providing such information due to a significant public interest.



§9. FINAL PROVISIONS

1. After the conclusion of the provision of services related to the processing of Personal Data, the Processing Entity, depending on the Administrator's decision, deletes or returns all Personal Data and deletes all existing copies unless there is a valid legal basis for further processing.
2. Provisions not regulated in the agreement are subject to the GDPR and the provisions of the Civil Code.
3. In the event of a dispute, the court with jurisdiction is the court of the seat of the Processing Entity.
4. Changes to the Processing Agreement may only occur in written form, under penalty of nullity.