

PRIVACY POLICY FOR ORDER PROCESSING

Preamble

This document describes the data protection obligations of the parties resulting from the parties' contracts. It applies to all activities that are related to a contract and in which employees of the contractor or third parties contracted by the contractor process personal data ("data") of the customer.

§ 1 Scope and responsibility

The contractor processes personal data exclusively for the purpose of executing the order on behalf of the customer. This includes activities specified in the respective contract and, if applicable, in the specifications. Within the scope of every contract, the customer is solely responsible for compliance with the statutory provisions of data protection laws, in particular for the lawfulness of data transmission to the contractor and for the lawfulness of data processing («controller» within the meaning of Art. 4 para. 7 GDPR).

The data protection obligations of the contractor are defined by the contract and can be changed, supplemented or replaced by individual instructions in written form or in an electronic format (text form), as far as any other law allows this after placing the order. Verbal instructions must be confirmed immediately in writing or in text form.

§ 2 Obligations of the contractor

1. The contractor may process data of affected persons only within the framework of the order and the instructions of the customer, unless there is an exceptional case within the meaning of Article 28 para. 3 a) of the GDPR. The contractor shall inform the customer without delay if he considers that a directive violates applicable laws. The contractor may suspend the implementation of the instruction until it has been confirmed or modified by the customer.

2. The contractor will, within his area of responsibility, design the in-house organization in such a way that it meets the special requirements of data protection. He will take technical and organizational measures to adequately protect the data of the customer, which meet the requirements of the General Data Protection Regulation (Art. 32 GDPR). The contractor shall take technical and organizational measures to ensure the confidentiality, integrity, availability and resilience of the systems and services related to the processing on a permanent basis. The customer is aware of these technical and organisational measures and is responsible for ensuring that they provide an adequate level of protection for the risks of the data to be processed.

The change in the security measures taken is reserved to the contractor, but it must be ensured that the level of protection that is appropriate or contractually agreed is not undercut.

3. The contractor warrants that the employees involved in processing the data of the customer and other persons working for the contractor are prohibited from processing the data outside the instructions. Furthermore, the contractor guarantees that the persons authorized to process the personal data have committed themselves to confidentiality or are subject to an appropriate legal secrecy obligation. The obligation of confidentiality / secrecy persists even after the order has been completed.

4. The contractor shall inform the customer immediately, i.e. at the latest after 72 hours, if he becomes aware of violations of the protection of personal data of the customer. The contractor shall take the necessary measures to safeguard the data and to reduce the possible adverse consequences of the persons concerned and shall immediately discuss this with the customer.

5. The contractor shall inform the customer of the contact person for data protection issues arising in the context of the contract.

6. The contractor warrants that he will fulfil his duties pursuant to Art. 32 para. 1 lit. d) to comply with the GDPR and to establish a procedure for the regular review of the effectiveness of the technical and organizational measures to ensure the safety of the processing.

7. The contractor rectifies or deletes the contractual data if instructed by the customer. If a data protection conforming deletion or a corresponding limitation of the data processing is not possible, the contractor takes over the data protection compliant destruction of data media and other materials on the basis of an individual commissioning by the customer or returns these data carriers to the customer, if not already agreed in the contract.

8. In special cases to be determined by the customer, a storage or transfer takes place. Protective measures must be agreed separately, unless already agreed in the contract.

9. Data, data media as well as all other materials are either to be issued after the end of the order or to be deleted at the request of the customer.

§ 3 Obligations of the customer

1. The customer must inform the contractor immediately and completely if he finds errors or irregularities regarding data protection regulations in the order results.

2. In the case of a claim of the customer by an affected person with regard to any claims under Art. 82 GDPR, §3 para. 10 shall apply accordingly.

3. The customer shall provide the contractor with the contact person for data protection issues arising in the context of the contract.

§ 4 Requests of affected persons

If an affected person submits receivables for rectification, deletion or information to the contractor, the contractor will refer the affected person to the customer, provided that an assignment to the customer is possible according to the data subject. The contractor forwards the claim of the data subject to the customer immediately. The contractor supports the customer as far as possible within the scope of his possibilities. The contractor is not liable if the request of the data subject is not answered by the customer, incorrectly or not in due time.

§ 5 Detection options

1. The contractor shall prove to the customer compliance with the obligations laid down in this contract by appropriate means.

2. If, in individual cases, inspections by the customer or an inspector commissioned by the latter are required, they will be carried out during normal business hours without disruption of the operation after registration, taking into account a reasonable lead time. The contractor may make these dependent on the prior notification with reasonable lead time and on the signing of a confidentiality agreement regarding the data of other customers and the technical and organizational measures that have been set up. If the examiner commissioned by the customer is in a competitive relationship with the contractor, the contractor has a right of appeal against him.

For the assistance in carrying out an inspection with the customer, the contractor will be reimbursed for his expenses at his respective valid hourly rates.

3. If a data protection supervisory authority or another sovereign supervisory authority of the customer carries out an inspection, paragraph 2 shall apply accordingly. A signing of a confidentiality obligation is not required if this supervisory authority is subject to professional or legal secrecy, in which a violation under the Criminal Code is punishable.

§ 6 Subcontractors (other processors)

1. The contractor will use subcontractors to fulfil his contractual obligations, if necessary.

2. Such a subcontractor relationship exists if the contractor commissions further contractors with all or part of the services agreed in the contract. The contractor will make agreements with these third parties to the extent necessary to ensure adequate privacy and information security measures.

The customer agrees that the contractor will involve subcontractors. Before contracting or replacing the subcontractors, the contractor will inform the customer with a notice period of three weeks. The customer may object to the change - for a good reason - within a reasonable period of time. If there is no timely objection, the acceptance of the change is considered as given.

3. If the contractor places orders with subcontractors, it is the contractor's responsibility to transfer his data protection obligations under this contract to the subcontractor.

§ 7 Information obligations, written form clause, choice of law

1. If the data of the customer is endangered by distraint or confiscation, by bankruptcy or insolvency proceedings or by other events or measures of third parties, the contractor shall inform the customer immediately. The contractor will inform all persons responsible in this context without delay that the sovereignty and the ownership of the data are exclusively with the customer as "responsible person" within the terms of the General Data Protection Regulation.

2. Changes and additions to the terms and conditions of this document and all of its components - including any warranties by the contractor - require written agreement, which may also be in electronic format (textual form), and explicit reference to any change or amendment supplementing these conditions. This also applies to the waiver of this form requirement.

In the event of any contradictions, the regulations of the contract will be in accordance with the regulations of this privacy policy. Should individual parts of these regulations be ineffective, this does not affect the effectiveness of the rest of the attachment.

3. German law applies.