

## Privacy Policy

### Clients of the Bumerang Services

Last updated: 21 09 2022

In our mission to give back to restaurants the control of their digital orders, Bumerang is committed to transparent, robust, and secure privacy policies.

We seek to create and develop our relationship with restaurants based on trust. To that end, we are governed by four fundamental values.

The restaurant's information belongs to the restaurant. We seek to limit the data we collect from the restaurant to the absolute necessary for us to provide our services. We believe that restaurant data belongs to the restaurant and, once Bumerang uses that data, we seek to do it in the ultimate benefit of the restaurant.

We protect the restaurant's data from third parties. We never sell personal data to anyone. If a third-party requests access to the restaurant's data we will refuse the request unless we have permission from the restaurant or are legally required to do so. If we are legally required to share personal data from the restaurant, we will inform the restaurant in advance, unless we are legally prohibited from doing it.

We protect the confidentiality of business partners' data. We never sell or, through any means, transfer commercial or personal data of business partners, including food delivery apps with which Bumerang interacts and/or similar partners, to anyone. We never disclose this sort of data to third-parties, including parent companies, group companies or subsidiaries to Bumerang. If a third-party requests access to commercial or personal data that can be connected to a business partner we will refuse the request unless we have permission from the business partner or are legally required to do so. If we are legally required to share commercial or personal data from business partners, we will inform the business partner in advance and, if applicable, any affected restaurants, unless we are legally prohibited from doing it.

We seek to help restaurants comply with privacy obligations. At Bumerang, we strive to build our products and services so that they can be used in a way that respects privacy regulations. In our product Store, we have included a privacy policy that tells the final consumer how their personal data may be collected, used, and shared by Bumerang or the restaurant and You can find our privacy policy in our website

Throughout this Privacy Policy, we will use the terms "Bumerang," "we," "us," "our" indistinctly about Bumerang as defined in clause 1. We will also use the terms "Client", "restaurant", "its", "their" indistinctly about the Client as defined in provision 1.

This Privacy Policy is intended to explain how Bumerang collects, uses, and shares Clients personal data. If we change our privacy practices, we may update this Privacy Policy. If there are significant changes, we will inform restaurants through the Bumerang website or by email.

For your convenience, we have included plain language summaries in bold at the end of each section. However, these summaries are not legally binding and may be incomplete.

#### 1. About Bumerang and data processing

Bumerang saas Kft., as controller ("Bumerang") is a private limited company under Hungarian law, with registered office at 1123 Budapest, Gyori ut 2c1/4.

Bumerang aims to provide a technology platform ("Bumerang Platform") to restaurants, bars, and other businesses associated with the production and sale of food and beverages (collectively, "Clients"), enabling them to market goods and services to final consumers ("Buyers") through digital channels, focusing on the Client's simplicity,

efficiency, and profitability. Bumerang Platform includes, among other features, the creation of digital channels with the Client's brand for direct marketing to final consumers ("Stores"), an order management system ("Connect"), and of menus and settings ("Dashboard") for the Stores and/or channels managed by third parties ("Channel Partners") or a logistics centre for the delivery of goods to Buyers ("Delivery").

Bumerang shall act in accordance with the General Data Protection Regulation No. 2016/679 of the European Parliament ("GDPR") and Hungarian Law, which implements the European Union's GDPR in the Hungarian territory (together "Personal Data Protection Legislation").

Bumerang is the controller and processor of personal data relating to the Client, processed in connection with the provision of our services, in accordance with the definitions contained in GDPR. The Client is controller and Bumerang is the data processor in relation to the personal data processed for the performance and fulfilment of transactions made by Buyers with the Client through the Bumerang Platform.

#### THIS MEANS

Bumerang complies with the Personal Data Protection Legislation.

#### 2. What data we collect and why

Bumerang collects personal data from the Client, from the person responsible for the Client's Bumerang account who will be the contracting party with Bumerang ("Representative"), and from other users of the Client's account where applicable ("Users"), whenever they use our platform or provide data to Bumerang.

In general, Bumerang requires this data so that the Client, the Representative, and the Users can use our Platform.

What data we collect	How we use this data
<p><b>Personal data provided by the Client.</b> This data may relate to the Client (e.g., company name, trademark, address, tax ID, website address, social media profile addresses), to the Representative (e.g., name, phone number, email address), and to the Users (e.g., name, email address).</p>	<ul style="list-style-type: none"><li>• To provide access to the Representative and the Users associated with the Client's account (e.g., to validate identities, contact if necessary, or send invoices).</li><li>• To transfer to the Client the amounts resulting from the sales in its Stores.</li><li>• To personalize and contribute to the projection of the Client's store.</li><li>• To communicate products or services that may be suited for the Client.</li><li>• To comply with legal requirements.</li></ul>

<p><b>Bank data provided by the Client.</b> This data includes details of the Client's bank account (e.g., IBAN, bank name, SWIFT code), or the Client's credit or debit card number.</p>	<ul style="list-style-type: none"> <li>● To transfer to the Client the amounts resulting from the sales in its Stores.</li> <li>● To charge the Client the amounts due to us for the use of our services.</li> </ul>
<p><b>Personal Client data collected automatically.</b> We automatically collect certain data when you use the Bumerang Website or Platform. This data does not explicitly reveal your identity, such as your name or contact data, but may include data about the device and browser you use, network connection, IP address and details about how you navigate our Website and Platform. We collect some of this data using "cookies" or other similar technologies.</p>	<ul style="list-style-type: none"> <li>● To provide you with access and to improve your user experience in our platform and related services.</li> <li>● To customize our Platform for you.</li> <li>● To communicate and advertise products and features that may be of use to you.</li> </ul>

The legal basis for our data processing is the performance of the service contract concluded between us and the Client and the fulfilment of any legal obligations and rules that may be required.

#### THIS MEANS

Bumerang collects personal and banking data from the Client to provide access to its services, to customize and adapt its services, to process payments and charges for use of the services, and to comply with legal obligations. Bumerang also automatically collects data about the Client's use of its services on an anonymous basis.

Bumerang also automatically collects data about Client's use of our Platform to provide access and to improve the user experience of our services.

#### 3. How we keep your data secure

The security of your personal data is important to us.

Bumerang has implemented various measures to guarantee that data is adequately protected against unauthorized access, use, disclosure, and destruction. However, we cannot guarantee the complete security of data submitted over the Internet, even though we will use our best efforts to protect your personal data.

Some security measures adopted by Bumerang include:

- The access to the data collected by Bumerang is restricted to a limited number of Bumerang employees;
- We use industry best practices to keep all data collected by Bumerang secure. Bumerang website and Platform are protected by SSL cryptographic protocols, which ensure the encryption of all transmitted data;
- Each Client only has access to its own data and the data of its respective Buyers;
- For processing debit and credit card payments, Bumerang uses a third-party provider that complies with PCI DSS standards.

## THIS MEANS

Bumerang seeks to keep your personal data secure through a range of technical and organizational measures.

### 4. When and why we share your data with third parties

To give our Clients the best experience, we work with several companies that provide various services to help us support your business. Sometimes, we share your personal data with these companies for the proper operation and delivery of our services.

We also share your personal data with others in the following cases:

- To prevent or investigate cases of suspected fraud, physical security threats, illegal activity, or violations of contracts (such as our Terms of Service) or our policies (such as our Acceptable Use Policy);
- To assist us and carry out advertising and marketing activities;
- To comply with legal requirements, or to respond to court orders or other similar governmental requests;
- With the Bumerang subsidiaries, parent companies, or any other company in the group that Bumerang is a part of and if it is necessary for the performance of the contract with the Clients;
- In the event of a merger of Bumerang with another company or if Bumerang is acquired by another company.

Further, and as previously mentioned, Bumerang will never sell or disclose commercial or personal data of its business partners, including food delivery apps with which Bumerang interacts and/or partners with, to anyone, including parent companies, group companies or subsidiaries to Bumerang, except if consent for that transfer is granted by the business partner or if Bumerang is legally required to do so. If Bumerang is legally required to disclose commercial or personal data from business partners, we will provide this data to the business partners, unless we are legally prohibited from doing so. Additionally, Clients may use services not provided by Bumerang to support their business (for example, applications and integrations we provide on Bumerang Platform, or express deliveries or city logistics companies).

Bumerang does not control how these services use your personal data. You should always guarantee that these services meet your expectations and privacy needs.

## THIS MEANS

Bumerang works with other companies to provide Bumerang services to you and will share your personal data with those companies. If you use services not provided by Bumerang, even if they are applications or integrations made available by Bumerang, you should verify with those service providers that their privacy policies meet your expectations.

### 5. Your rights about your data

Bumerang believes that you should be able to access and control your personal data regardless of where you reside. You may access and change your personal data directly on the Bumerang Platform. If there is data that you cannot access and change directly on the Bumerang Platform, you should contact Bumerang by email at [support@bumerang.com](mailto:support@bumerang.com).

You can contact us to exercise the following rights:

- Access your personal data to know what data is being processed and the processing operations carried out thereon;
- Correct any inaccuracies in relation to your personal data;
- Request the deletion personal data, where possible;
- Request the restriction of processing of your personal data when the accuracy, legality or need for processing of the data is in question, in which case we may retain the data for the purpose of filing or defending claims.
- Object to the processing of your data in order to resolve any query you may have raised with us through the contact form, and the right to object to the processing of your data on social media. In addition, you may withdraw your consent to the receipt of commercial communications at any time, through the Platform User profile, either by sending an e-mail or by using the link provided for this purpose in every commercial communication. You can also object to profiling at any time through the Platform User profile or by sending an e-mail.

Bumerang needs the Client's personal data to provide Bumerang services to you. For this reason, Bumerang generally keeps your personal data when you use Bumerang products or services. If you cancel your account with Bumerang, stop paying Bumerang Platform access subscriptions, or if we close your account, Bumerang may retain the Client's data for two years before the personal data purging process is initiated. Bumerang does not initiate this purging of data immediately in case you wish to reactivate your account and request it, or if the legislation does not allow the cancellation.

If the Client contacts Bumerang to delete personal data or withdraws its consent to the collection and processing of personal data, Bumerang will process the elimination of this data no later than 30 days after the receipt of the request, unless Bumerang is legally required to retain specific data for a longer period. In doing so, the Client understands and accepts that Bumerang will have to terminate its account and its access to Bumerang Services.

Finally, Bumerang will not sell your personal data.

#### THIS MEANS

The Client has the right to access and control its personal data. The Client may revoke its consent to Bumerang to control and process its data, and may review, change, and terminate its account with Bumerang at any time.

#### 6. Use of cookies and similar technology

Bumerang uses cookies (small pieces of text stored on your computer by your browser when you access our website or our Platform) and similar tracking technologies such as "web beacons" and "pixels" to collect and store your data.

Bumerang may use session cookies and persistent cookies to recognize you when you access our website or Platform. Bumerang may also use cookies to monitor aggregate usage and traffic on our website to guarantee that our services are not overloaded.

#### THIS MEANS

We use cookies and other tracking technologies to collect and store your data.

#### 7. Buyers Data

To provide our services, enabling the Client to market goods and services to Buyers using its digital channels, Bumerang collects and uses personal data from its Buyers.

Bumerang will not use your Buyers data outside the scope of the services it provides to you and will not undertake any independent advertising or marketing efforts unless your Buyers are also directly Bumerang Clients or expressly consent the advertising. Your Buyers data will not be sold.

The Client decides how its Buyers personal data is used and shall guarantee that its Buyers understand and accept the way the Client (and Bumerang, on behalf of the Client) collects and processes their personal data.

At the time of their creation, Bumerang provides a standard privacy policy of its Stores to its Buyers ("Store Privacy Policy"). The Client is responsible for reviewing and analyzing whether this Store Privacy Policy meets your expectations and adequately reflects how your Clients' personal data will be collected, processed, and shared. If you need to make any changes to the Store Privacy Policy, please contact us at [privacy@bumerang.io](mailto:privacy@bumerang.io).

#### THIS MEANS

To provide you with our Services, we collect and process data from your Buyers. We will not use your Buyers data outside the scope of the Services we provide to you. We provide a standard Privacy Policy for your Stores, which you should review and accept to guarantee that it reflects how you use and treat your Buyers data.

#### 8. How to contact Bumerang about this policy

If you have any questions, requests, or complaints about the way Bumerang processes your personal data, you may contact us by email at [support@bumerang.com](mailto:support@bumerang.com), or by postal mail sent to:

Bumerang saas Kft

Gyori ut 2c 1/4

1123 Budapest

#### THIS MEANS

You can always contact us with any questions you have about this Privacy Policy and how we collect and treat your personal data.

#### 9. Legal Remedies

If the data subject finds that the Controller is in breach of the data protection or process of your personal data, you are entitled to apply your request to the National Authority for Data Protection and Freedom of Information (seat: H-1055 Budapest, Falk Miksa u. 9-11.; e-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)) for redress in order to protect your rights. The data subject shall be entitled to institute legal proceedings before the competent court of Hungary.

## Privacy Policy

[RESTAURANT BRAND]

Last updated: 21 09 2022

Your privacy is a priority for us, so we always seek to inform you, with complete transparency and in plain language, regarding the treatment of your data.

Accordingly, this Privacy Policy is intended to help you understand what personal data we collect, how and why we use it, to whom we disclose it and how we protect your privacy when you use our products and services.

### 1. Who we are

[COMPANY NAME] ("Restaurant"), as controller is a company under Hungarian law, with registered office at [COMPANY] ADDRESS, with tax identification number [NIPC OR NIF]. The terms "we", "our" refer to the Restaurant.

Your data will be processed by the Restaurant. The Restaurant will act in accordance with the General Regulation on Data Protection of Hungary no. 2016/679 of the European Parliament ("GDPR") which implements in the Hungarian legal system the GDPR in force in the European Union (together "Personal Data Protection Legislation").

The use and navigation of this e-commerce website ("Store"), the filling of our forms, and the provision of data directly or indirectly by customers imply the knowledge and acceptance of the conditions of this Privacy Policy. By providing your personal data, you are authorizing its collection, processing, use and disclosure in accordance with the rules set out herein.

### 2. What data we collect and why

Your personal data is processed only for the purposes communicated to you and will not be used for any other purpose.

When you visit the Store, the Restaurant collects certain data about your device, your interaction with the Store and data necessary to process your purchases. The Restaurant may also collect additional data if you contact us for support or help. In this Privacy Policy, we refer to any data that can uniquely identify an individual (including the data below) as "Personal Data". Please see the list below to learn more about what Personal Data we collect and why.

#### Device Data

- Personal Data collected: browser version, IP address, cookie data, search terms and how you interact with the Store.
- Purpose: to personalize the Store for you, and to perform analyses on the use of the Store to optimize the Store.
- Source and legal basis: collected automatically when you visit the Store using cookies, or other tracking technologies such as web beacons, tags or pixels.
- Disclosure for commercial purposes: shared with our Bumerang processor.

## Ordering Data

- Personal Data collected: first and last name, delivery address (if applicable), telephone number, payment data (including bank account, email address, phone number and tax identification number).
- Purpose: to provide you products or services from the Store, to collect the purchase price from you in the Store, to communicate with you, to provide customer support, to review our requests for potential risk or fraud and, if you agree, to contact you in the future for data and marketing purposes.
- Source: collected from you.
- Legal basis: for marketing, support purposes the data processing is based on the consent of the data subject, for provide services from the Store and collect the purchase price, communicate the data processing is based on the performance of the contract between us which concluded by using our services.
- Disclosure for commercial purposes: shared with our processor Bumerang saas a limited liability company under Hungarian law, with registered office at 1123 Budapest Gyori ut 2c 1/4.

## 3. When and why we share your data with third parties

The Restaurant shares your Personal Data with service providers to help us provide our services and to fulfill our contracts with you as described above.

For example:

- We use Bumerang to operate our Store.
- We may share your personal data, namely your name, address and telephone number, with logistics providers to ensure your order is delivered correctly and that such providers can communicate with you should any issue arise.
- We may share your personal data to comply with applicable laws and regulations, to respond to a subpoena, search warrant or if we receive other legal request for data or otherwise to protect our rights.

## 4. How long we retain your personal data

Whenever you place an order through the Store, you expressly authorize the Restaurant to collect and retain your Personal Data for our records, until you ask us to delete that data.

## 5. Your rights over your data

You have the right to access Personal Data that the Restaurant has about you, to transfer it to a new service, and to request that your Personal Data be corrected, updated or deleted. If you wish to exercise these rights, you should contact the Restaurant at [EMAIL].

## 6. Changes to this policy

The Restaurant reserves the right to change this Privacy Policy at any time. In case of modification of the Privacy Policy, the date of the last alteration, available at the top of this page, is also updated.



## 7. How to contact us about this policy

If you wish to ask any questions, make any requests, or register any complaints about the way we process your Personal Data, you should contact the Restaurant at [EMAIL].

## Data Processing Agreement

Last updated: 21 09 2022

In compliance with the provisions of data protection regulations applicable,

Bumerang saas, 1123 Budapest Gyori ut 2c 1/4 (hereinafter, the "Processor")

AND

The entity designated by the registration data provided along with the General Terms of Use for Traders (hereinafter, the "Client" or the "Controller"),

Abbreviatedly and collectively referred to as the "Parties" and each individually as a "Party",

Whereas:

(a) The Parties have agreed to the General Terms of Use for Traders (the "Terms"), which constitute a contract between the Parties, for the purpose of providing a technological platform ("Bumerang Platform") to the Controller, enabling them to market goods and services to final consumers ("Customers") through digital channels, focusing on the Controller's simplicity, efficiency, and profitability;

(b) Within the scope of its corporate purpose, the Controller collects, stores and processes personal data of its Customers;

(c) The personal data of the Customers of the Controller that may be processed pursuant to the Terms is the sole responsibility of the Controller;

(d) Notwithstanding the foregoing, the Processor must have access to some specific personal data of the Controller's Customers, defined by the Parties, which is necessary for the performance of the services provided in the Terms ("Personal Data of the Customers of the Controller"); and

(e) The Processor will only process the Personal Data of the Customers of the Controller in the name of the Controller, for the purposes herein envisaged and, in any case, following the instructions given by the Controller.

To ensure compliance with all applicable legislation on the protection of personal data and, in particular, with Article 28 of 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 ("GDPR") the Parties sign this Data Processing Agreement ("DPA") in accordance with the following clauses:

### 1. Purpose, nature and aim of the data processing

1.1. The aim of this DPA is to provide the Processor access to the Personal Data of the Customers of the Controller ensuring, for that purpose, compliance with the GDPR and other applicable legislation.

1.2. The Processor will only collect, process and use the Personal Data of the Customers of the Controller (the "Data Processing") necessary for the provision of the services agreed to in the Terms and on behalf of the Controller.

1.3. The Processor will not process the Personal Data of the Customers of the Controller for any purpose other than the one established on Clause 1.2. above, except when otherwise agreed between the Parties.

1.4. The object, nature, scope and purpose of the Data Processing by the Processor derives from the provision of services established in the Terms.

## 2. Duration

2.1. This DPA will remain in force during the term of the Terms agreed to by the Parties.

2.2. Termination of the Terms will imply the automatic termination of this DPA, without prejudice to any rights and duties that, given its nature and in accordance with the applicable law at the time, shall remain in force following the termination of the Terms.

## 3. Type of personal data processed, group of data subjects

3.1. During the execution of the Terms, the Controller shall provide the Processor access to the necessary Personal Data of the Customers of the Controller, to perform the services agreed in the Terms.

3.2. The types of personal data and categories of data subjects affected by the Data Processing to be performed by the Processor in the name and on behalf of the Controller are the following:

(a) Type of personal data: name, surname, delivery addresses (if applicable), phone number, email address, tax identification number and purchasing history.

(b) Categories of data subjects: Customers of the Controller.

## 4. Obligations of the Processor

The Processor and any of its employees who may have access to Personal Data of the Customers of the Controller shall:

(a) Process the Personal Data of the Customers of the Controller only for the purposes described and agreed in this DPA;

(b) Process the Personal Data of the Customers of the Controller only on documented instructions from the Controller, acting under the latter's authority, including regarding transfers of personal data to a third country or an international organization;

(c) Pursuant to paragraph (b) of this Clause, if the Processor considers that any of the instructions received from the Controller may be in breach of GDPR or any other data protection legislation applicable either to the Controller or to the Processor, it shall immediately inform the Controller to try to find a remedy to this breach;

(d) Keep, in writing, a Registry of Processing Activities of all the Data Processing undertaken on behalf of the Controller, including:

(i) The name and contact details of the Processor and of the persons and/or entities on behalf of which it is acting and, if applicable, the contact details of its Data Protection Officer (hereinafter, the "DPO").

(ii) The category of personal data processed on behalf of the Controller.

(iii) If applicable, any international personal data transfer to a third country and/or international organization, including the identification of the relevant country and justification of the adoption of all necessary safeguards.

(iv) General description of the technical and organizational security measures adopted, as per Article 30.1 GDPR.

(v) Keep under its controls all personal data to which access has been given by the Controller and not to disclose, transfer or, somehow, divulge this data unless express authorization of the Controller is obtained.

(e) In the case that the Processor must transfer Personal Data of the Customers of the Controller to a third country or to an international organization, in accordance with European Union law or any other legislation applicable, it will previously inform the Controller of this legal obligation unless this prior notice is prohibited by the applicable law due on important grounds of public interest;

(f) To the extent possible, the Processor will assist the Controller, as far as commercially reasonable, with suitable technical and organizational measures to fulfil their obligations under Articles 32 to 36 GDPR, in accordance with the instructions and guidelines of the Controller for this type of processes;

(g) Support the Controller in the performance of personal data impact assessment whenever necessary, as well as in the performance of any prior consultation to the authorities.

(h) Provide the Controller with all the necessary data to evidence compliance with its obligations, as well as to perform all audits and inspections undertaken either by the Controller or by any other auditor.

## 5. Security measures of the Processor

5.1. The Processor is responsible for implementing the technical and organisational measures necessary to ensure a sufficient level of protection, given the specific risks posed by the Data Processing, including inter alia as appropriate:

(a) Pseudonymization and encryption of the Personal Data of the Customers of the Controller, whenever necessary;

(b) Ensuring permanent confidentiality, integrity and availability of the processing systems and services for the Data Processing;

(c) Restoring the availability and access to Personal Data of the Customers of the Controller in a timely manner in case of physical and/or technical incidents;

(d) Verifying, evaluating and assessing the effectiveness of the technical and organizational measures implemented in order to ensure the security of the personal data processed.

5.2. The Processor is responsible for designing the security measures (technical and organizational) that must be implemented in the light of the risk assessment performed prior to the Data Processing and considering the channels used, in order to ensure security of the personal data processed and the rights of the data subjects affected.

5.3. The Controller hereby recognizes and accepts that the Processor provided sufficient guarantees of implementation of appropriate technical and organisational measures in such a manner that the Data Processing will meet the requirements of the GDPR and ensure the protection of the rights of the data subject.

## 6. Notification of personal data breaches

6.1. The Processor shall notify the Controller without undue delay in the event a personal data breach in the Data Processing, by the Processor, persons employed by them or by third parties ("Personal Data Breach").

6.2. The report of a Personal Data Breach shall include sufficient data to allow the Controller to meet any obligations to report or inform data subjects of the personal data breach under the applicable Data Protection Laws.

6.3. The Controller is responsible for the communication to the relevant authorities of any Personal Data Breach; similarly, the Controller is responsible for the due communication of the Personal Data Breach to the data subjects affected by it.

6.4. The Controller shall document any Personal Data Breach in the Data Processing, including the relevant facts, its consequences and the corrective measures taken, regardless of its risk level.

6.5. The Processor will not be obliged to notify the Controller in case that the Personal Data Breach is unlikely to result in a high risk to the rights and freedoms of the data subjects.

## 7. Confidentiality

7.1. The Processor shall ensure that the authorized persons to perform the Data Processing within its organization, expressly commit in writing to confidentiality regarding the personal data processed on behalf of the Controller and to comply with all relevant security measures.

7.2. The Processor shall ensure that any person who has access to personal data by virtue of this DPA, maintains its obligation of confidentiality not only during its term but also following its terminations.

## 8. Data duty

The Controller is responsible for providing the Customers with all relevant data regarding the processing of their personal data, at the time where their data is collected. Specifically, the Controller is responsible for informing properly about the access of the Processor for the purposes of providing the Controller with the services as client of Bumerang Platform.

## 9. Return of the data

9.1. Upon the termination of the Terms, for whatever reason, the Processor shall return to the Controller all the Personal Data of the Customers of the Controller which was provided under this DPA.

9.2. Once the Personal Data of the Customers of the Controller is returned to the Controller, the Processor shall delete it and provide the Controller with evidence of its deletion, unless an obligation to store personal data exists under European Union law or the law of the respective member state of the EU in which the Processor is located.

9.3. The Processor shall be allowed to keep the data, duly blocked, for as long as liabilities may arise from its relationship with the Controller.

## 10. Use of subcontractors

10.1. The Controller hereby grants the Processor a general authorization to involve third party subcontractors on the Data Processing, for the provision of the logistic services agreed in the Terms.

10.2. The Processor shall inform the Controller of any intended changes concerning the addition or replacement of subcontractors.

10.3. The Controller may object to the addition or replacement of subcontractors, as established on Clause 10.2. above, within a period of 10 (ten) days from the date of receipt of such notice.

10.4. The Processor is obliged to select subcontractors according to their suitability and reliability. When involving subcontractors, the Processor must oblige them in accordance with the provisions of this agreement and thereby

ensure that the Controller can exercise his rights under this agreement (in particular his inspection and control rights) directly with respect to the subcontractors.

10.5. Before involving any subcontractors on the Data Processing, the Processor will ensure that the same data protection obligations as set out in this DPA are imposed to the subcontractor by way of a contract or of other legal act under the applicable law, in particular by providing sufficient guarantees to implement appropriate technical and organisational measures, in a manner that meets the requirements of the GDPR.

10.6. The Processor declares that the physical servers offered by its subcontractors have adequate security conditions to safeguard and protect the Personal Data of the Customers of the Controller, guaranteeing its integrity, availability and confidentiality.

## 11. International data transfers

11.1. Without prejudice to Clause 4 above, if necessary, the Processor may transfer the Personal Data of the Customers of the Controller, subject to this DPA outside the European Economic Area for the provision of logistic services agreed in the Terms.

11.2. In such cases, the Processor will ensure before sending the Personal Data of the Customers of the Controller that such service providers are in compliance with the minimum-security standards established by the European Commission (Art. 44 ff. of the GDPR) and that they always process the Personal Data of the Customers of the Controller in accordance with the Controller's instructions.

## 12. Rights of data subjects

12.1. To the extent possible, the Processor will support the Controller as far as commercially reasonable with suitable technical and organizational measures to fulfil their obligations under Articles 12 to 23, in accordance with the instructions and guidelines of the Controller for this kind of processes.

12.2. The Processor shall not respond to the requests of the Customers, when acting as data subjects regarding the Personal Data of the Customers of the Controller. The Controller is exclusively responsible for this task.

## 13. Obligations of the Controller

Without prejudice to other obligations included in this DPA, the Controller also has the responsibility to comply with the following obligations:

- (a) Provide the Processor with the Personal Data of the Customers of the Controller, as referred to in Clause 3 above, ensuring the accuracy and correctness of such data;
- (b) In any case, carry out a risk analysis of the processing operations to be carried out by the Processor and, where appropriate, an impact assessment related to the protection of personal data in the event that they involve a high risk for the rights and freedoms of the individuals;
- (c) Carrying out the corresponding prior consultations in accordance with article 36 of the GDPR; and
- (d) Ensuring, previously and throughout the Data Processing, compliance with GDPR and any other legislation on data protection applicable to either the Controller or the Processor.

## 14. Third party products and services

14.1. Either party shall be liable for and shall indemnify the other party from and against all damages which the non-defaulting party may suffer consequent upon any breach of applicable Data Protection Law.

15. Jurisdiction and applicable law

15.1. Both Parties, waiving any jurisdiction that might otherwise apply to them, agree to submit the resolution of any disputes that may arise in connection with the interpretation, performance or enforcement of the Data Processing Agreement to the jurisdiction of the courts of Hungary where the Processor's seat is registered.

15.2. This DPA shall be governed by GDPR and any other legislation on personal data protection applicable either to the Controller or to the Processor.

15.3. The Parties hereby agree and recognize that they had access to technical consultants for the execution of this DPA and that, for the purposes of this DPA, they have full knowledge and awareness of the legislation herein mentioned, in particular the GDPR.