

## TERMS AND CONDITIONS OF THE DATA PROCESSING ACTIVITY

Data Processor:

COMPANY:	<b>NaxoNet Informatikai Bt.</b>
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COMPANY REGISTRATION NUMBER:	<b>07-06-015006</b>
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	<b>(hereinafter: Data processor)</b>

*Theses following terms and conditions shall apply to the data processing activities relating to the services performed by our Company for the principal (or client):*

- x* 6209 – Other information technology services
- x* 6311 – Data processing, web hosting
- x* 6312 – Web portal service
- x* 6201 – Computer Programming
- x* 6202 – Information technology consultancy
- x* 4741 – Retail sale of computers, peripheral units and software
- x* 4742 – Retail sale of telecommunications equipment
- x* 8211 – Complex administrative service

*in the course of which our Company processes personal data on behalf of the Principal as data controller. The principal of the basic service agreement is hereinafter referred to as: **Data Controller***

## 1. Subject of data processing

Processing of the data of the natural person data subjects in a legal relationship with the principal in connection with the performance of the specific contract. The involvement of the Data Processor does not require the prior consent of the data subject, but requires information about it, which is the responsibility of the principal.

## 2. Duration of the processing

As long as the contract with the principal prevails or until the withdrawal of the data subject's consent.

## 3. Nature and purpose of data processing

- x 6209 – Other information technology services
- x 6311 – Data processing, web hosting
- x 6312 – Web portal service
- x 6201 – Computer Programming
- x 6202 – Information technology consultancy
- x 4741 – Retail sale of computers, peripheral units and software
- x 4742 – Retail sale of telecommunications equipment
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## 4. Type of personal data

All data that are associated with a natural person and have a value. These include:

- x name of the natural person
- x address
- x phone number
- x online ID
- x and any data that are specific to the given natural person represents and are uniquely linked to them

## 5. Categories of data subjects

The principal:

- x employees, partners and subcontractors
- x principals, customers, clients
- x users of their systems (such as website visitors, etc.)

## 6. Obligations and rights of the principal (data controller)

### 6.1.

The Data Controller shall have the right to control the performance of the service under the contract at the Data Processor.

### 6.2.

The Data Controller is responsible for the lawfulness of the instructions related to the tasks specified in the contract, yet the Processor shall immediately inform the Data Controller if the Data Controller's instruction or the implementation thereof would infringe the law.

### 6.3.

The Data Controller is obliged to inform the natural person data subjects of the processing under this contract if their consent must be obtained according to the law.

## 7. Obligations and rights of our company as data processor

### 7.1. Right to give instructions

The Data Processor shall proceed only based on the Data Controller's written instructions during its activity.

### 7.2. Confidentiality

During its processing activities the Data Processor makes sure that, unless they are otherwise bound to confidentiality based on the legal regulations, the individuals authorised to have access to the personal data of the data subjects undertake confidentiality with regard to the personal data disclosed to them.

## 7.3. Data security

Taking into account the state of the science and technology, the costs 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 Data Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk. The Data Processor shall take steps to ensure that any natural person acting under their authority who has access to personal data does not process them except on instructions from the controller, unless he or she is required to do so by Union or Member State law. The Data Processor shall ensure that only the authorised persons can have access to the stored data through the internal system or directly and that such access is only related to the purpose of processing. The Data Processor shall arrange for the necessary and regular maintenance and development of all chosen instruments used in the activity. The data storage device shall be placed in a closed room with appropriate physical protection and its physical protection shall also be ensured. The Data Processor shall employ individuals who have adequate knowledge and experience for the performance of the tasks specified in the contract. The Data Processor shall also arrange for training to be provided to the individuals employed by them on the provisions of the applicable data protection legislation, the obligations stated in this contract as well as the purpose and method of processing.

## 7.4. Use of additional processors

The Data Processor undertakes to employ any further processor only if the conditions set forth in the Regulation (REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL) and the Infotv (Act CXII of 2011 on the Right of Informational Self-determination and Freedom of Information) are fulfilled. The Data Controller hereby grants a general authorization to the Data Processor to use an additional data processor (subcontractor). The Data Processor shall inform the Data Controller of the identity of the further data processor and the planned tasks to be performed by the further Data Processor prior to using the further data processor. If the Controller objects to the use of the further data processor on the basis of this information, the Data Processor shall be entitled to use the further data processor only if the conditions stated in the objection are fulfilled. If the data processor uses additional data processing services for certain specific data processing activities on behalf of the data controller, it is obliged to enter into a written contract and to apply the same data protection obligations to the further data processor as in this contract between the data controller and the data processor, in particular that the further processor should provide adequate guarantees for the implementation of appropriate technical and organizational measures and thus ensure that the data processing complies with the requirements of this Regulation. Where that other data processor fails to fulfil its data protection obligations, the initial processor shall remain fully liable to the data controller for the performance of that other processor's obligations.

## 7.5. Cooperation with the Data Controller

- a) In the course of its activities our Company as the Data Processor shall use all available tools to assist the Controller in promoting the enforcement of the rights of the data subjects and fulfilling the related obligations.

- b) Our Company as the Data Processor assists the controller in ensuring compliance with the obligations pursuant to Articles 32–36 of the Regulation (Data security, Data protection impact study and prior consultation) taking into account the nature of processing and the information available to the data processor.
- c) Our Company as Data Processor makes available to the Controller all information necessary to demonstrate compliance with the obligations laid down in *Article 28 of the Regulation* (The Processor) and allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the controller. With regard to this point, the Data Processor shall immediately inform the controller if, in its opinion, an instruction infringes this Regulation or other Union or Member State data protection provisions.

## 8. Procedure in case of termination of contract

Termination of the basic contract(s) shall also result in termination of this data processing agreement. Upon the termination of this Contract, our Company, as a Data Processor, shall treat all personal data and records in its possession in accordance with the terms of the basic contract(s). At the same time, all personal data received from the Data Controller and any copies containing them shall be permanently deleted from its records and system.

## 9. Termination of the Contract

The termination of the contract with our Company shall be governed by the provisions of the basic contract (s) concluded between the parties.

## 10. Final Provisions

### 10.1. Unregulated issues

Issues not regulated in this Contract shall be governed by the Civil Code. The provisions of Act V of 2013 and REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 and Act CXII of 2011 on the Right of Informational Self-Determination and Freedom of Information law shall apply. The general terms and conditions of this data processing activity are an integral part of the basic contract (s) concluded between the parties.

Effective from: 17 April 2018

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NaxoNet Bt.  
Data Processor