

General Terms and Conditions of User's Personal Data Protection

Article 1 – The subject of General Terms and Conditions

1. These General Terms and Conditions of User's Personal Data Protection (hereinafter: the "**General Terms**") regulate the relation between the company BE-terna d.o.o., having its registered seat in Zagreb, Strojarska 20, Personal Identification Number (OIB): 41289820841 (hereinafter: "BE-terna ") as the IT service provider and the individual upon the request of which BE-terna supplies its services as the service recipient (hereinafter: "**the User**") in relation to personal data processing during the service provision to the User and after it.
2. In order to avoid any doubts, these General Terms shall be applicable to the business relation between BE-terna and the User only if the User makes the personal data of the data subject available to BE-terna for the purpose of providing the requested service. In that relationship, the User is the data controller and BE-terna is the data processor.
3. The regulations in force shall apply to all mutual relations between BE-terna and the User which are not specifically regulated by these General Terms and especially those in the field of personal data protection, obligatory relations, intellectual property and other relevant regulations of the Republic of Croatia.

Article 2 – The means and purpose of data processing

1. BE-terna shall provide the User with the services of development, installation, customization, implementation, maintenance and support to programme systems or the parts thereof and related IT services which as a prerequisite may request personal data processing already processed by the User in the sense of, for example, personal data of the user's managers, employees, associates, clients, suppliers and other individuals whose data the User processes for the purpose of its

business activity (hereinafter: the "**User's personal data**").

2. BE-terna shall process these User's data only for the purpose of supplying the contracted service in accordance with the request and in a way determined by the User. In absence of a more precise request by the User, BE-terna shall have the right to process the User's personal data in a way required and/or justified for efficient and quality performance of the service, respecting the obligation of personal data protection stipulated by applicable regulations, especially the obligation to maintain confidentiality and safeguard the integrity of personal data.

Article 3 – Types and categories of personal data

1. The types and categories of personal data which shall be processed by BE-terna within the business relation with the User depend on the type of IT services provided by BE-terna and shall be determined in the agreement concluded with the User.

Article 4 – Rights and obligations of the data processor

1. BE-terna and any other individual acting under the supervision of BE-terna or the User who has access to personal data is allowed to process these data only in accordance with the User's request.
2. By entering into a business relationship with BE-terna, and if that relationship includes processing of the User's personal data, the User gives the authority to BE-terna to, on behalf of the User, process the personal data provided to him by the User to the extent and in the manner required and/or justified for BE-terna to perform the service for the User.
3. As far as the User's personal data which were made available to BE-terna are concerned, the User expressly and irrevocably guarantees to BE-terna the following:



- a. that it possesses a detailed knowledge on the legal framework for personal data protection, especially the content and the means of exercising the rights and adhering to the obligations of the User as the data controller and/or the data processor, as well as on the rights of individuals protected by data protection regulations, and
 - b. that in its business activity it applies the Regulation (EU) 2016/679 and other data protection regulations, and
 - c. that it agrees with the processing of personal data which, as required, it makes available to BE-terna in the manner foreseen by these General Terms, the agreement signed with BE-terna and other data protection regulations for the purpose of BE-terna to perform the service, and
 - d. that it processed and made available to BE-terna the User's personal data in accordance with applicable legal framework for personal data protection, i.e. that it fully complies with the legal framework for personal data protection for which it takes full responsibility towards BE-terna, and especially that it processed the data in question and made them available to BE-terna in a lawful, fair and transparent manner.
4. The User irrevocably agrees to reimburse BE-terna for total direct and indirect damage which BE-terna would suffer due to the fact that User's personal data were made available to BE-terna in an unlawful manner, especially if the User gathers and processes personal data without a legal ground and transfers them subsequently to BE-terna for the purpose of supplying the service. The User shall reimburse BE-terna for the total damage within 30 days after the receipt of the claim stating the amount and the circumstances of the occurrence of the damage.
 5. The User shall provide the assistance and undertake all the steps necessary to help BE-terna to fulfil its obligations pursuant to data protection regulations.

Article 5 – The rights and obligations of the data processor

1. BE-terna shall treat the User's personal data with confidentiality and undertake the necessary organisational and technical measures to that effect in order to prevent their abuse as well as commit the employees and other associates to protect the User's personal data during supplying the service.
2. BE-terna has the right to request the User to undertake any necessary steps to enable or facilitate the provision of BE-terna's services without processing or with minimum processing of the User's personal data. Within the meaning of the abovementioned, BE-terna shall, if it is technically possible and businesswise justifiable, give priority to: service provision by using the data of non-existent individuals (the so-called demo data); or service provision without downloading them to the IT infrastructure of BE-terna, accessing and processing of data only on the IT infrastructure of the User; service provision through a JIRA portal and similar BE-terna's IT solutions which enable data access and processing recording. BE-terna shall notify the User in writing and in a timely manner on the appropriate modality of service provision.
3. If the User is not able to proceed based on BE-terna's request and secure the adequate level of protection during remote access (Virtual Private Network (VPN) or other similar communication channel), for the purpose of service provision BE-terna shall have the right to render the service directly at the User's location against additional service charge and the travel cost based on the applicable price list of BE-terna.
4. BE-terna shall return to the User all the User's requests for service provision received by e-mail as an insecure communication channel, accompanied by a corresponding notification and instruction on the appropriate manner of receiving the User's request, and momentarily delete the User's e-mail and all enclosed data from its IT system.



5. For the purpose of providing the service to the User, BE-terna is allowed to engage other data processor to implement special processing activities in the name of the data controller to which the User agrees, and BE-terna shall conclude an agreement with that other data processor committing it to respect the same level of legal protection of personal data foreseen in the agreement concluded between BE-terna and the User and notify the User about that other data processor.
6. The user takes notice that BE-terna shares the infrastructure, systems and technology with other companies within the BE-terna group for the purpose of providing the proper, safe and efficient service to the User. BE-terna has the right to transfer the User's personal data to the data controller and/or data processor in the companies of the BE-terna group whose seat is in the countries within the European union and/or outside for fulfilling the purpose of the business relation with the User or proper business analysis in accordance with applicable regulations.
7. BE-terna and the User shall each record the access of BE-terna's employees or other individuals engaged by BE-terna to the User's infrastructure for the purpose of preventing or determining a possible infringement to personal data protection and the responsible person. If the information collected by BE-terna and the User conflict, the information recorded by BE-terna shall be deemed relevant for determining the appropriate elements of personal data processing.
8. BE-terna shall make available to the User all required information for demonstrating compliance with the regulations and offer additional assistance or undertake any other step for the purpose of assisting in fulfilling the obligations of the User as required by the regulations on personal data protection.

Article 6 – The duration of data processing

1. BE-terna shall, at the User's discretion, delete or return to the User all personal data after the service provision related to data processing and delete the existing

copies unless there is a justified reason to store previous personal data.

2. Justified reasons for storing personal data after the completion of the service are as follows:
 - a. storing the proofs that the service has been provided (for example in case of a court or similar proceeding related to the service, until the expiry of statute of limitations for the users' claims toward BE-terna), and
 - b. recording the activities of personal data processing, and
 - c. storing the proofs that the personal data processing has been performed based on a contract or a regulation, and
 - d. other reasons stipulated by regulations.

Article 7 – Accepting the General Terms

1. By signing the agreement on provision of services by BE-terna invoking these General Terms and, exceptionally, by entering of the User into a business relation with BE-terna on the User's request even if the service agreement was not concluded in writing, the User confirms that it agrees with the provisions of the General Terms in their entirety.

Article 8 – Dispute resolution

1. BE-terna and the User mutually agree that they shall try to resolve all the disputes arising from their business relation or the agreement amicably. If they fail to do so, the competent court shall be in Zagreb.

Article 9 – Final provisions

1. These General Terms shall enter into force on the day of their publication and shall be applicable to all users who conclude an agreement with BE-terna after that day.
2. The General Terms shall enter into force and apply to the users who concluded an agreement with BE-terna before their publication 30 days after the publication if the existing user within the same period



does not execute its right to terminate the agreement with BE-terna as set out below.

3. BE-terna shall publish and make available a consolidated version of the General Terms in force on its official web page and inform in writing (by e-mail or registered mail) the User on proposed amendments to these General Terms as well as on its right to terminate the agreement.
4. The User shall have the right to terminate the agreement with BE-terna without charge within 30 days from the day of publication of amended General Terms, if the amendments to the General Terms are less favourable for the User than the contracted General Terms. The amendments to the General Terms which are in favour of the User may be applied without delay. In case of termination, the User shall have the obligation to settle to BE-terna the service agreed upon until the day of termination.
5. These General Terms are to be applied on all services provided by BE-terna at the time of entering into force of these General Terms as well as all new services of BE-terna which will be provided by BE-terna in the future.
6. The amendments or supplements to these General Terms, as well as additional agreements shall be done in writing to be valid. The same applies to the amendments to the form of the text.
7. If one of the provisions of these General Terms is invalid or becomes invalid, the remaining provisions of these General Terms shall remain in force.
8. In event of conflict in regulation of any subject related to personal data protection by the User and BE-terna, general/contractual terms imposed by BE-terna shall prevail in area related to provision of contracted service to the User.
9. These General Terms enter into force and are applicable as of 01.08.2020. as the day of publication.

