

DATA PROCESSING TERMS

- 1.1 The Provider and the Customer have agreed on the basis of the Service order form and attached documents (the "**Agreement**") to mutual relationship where Customer provides Ready2Wash services as defined in Terms of services (the "**Services**"). Part of Services is also provision on MobileApp. These data processing terms (hereinafter as the "**Processing Terms**") are available at ready2wash.net. Words starting with capital letters shall have the same meaning as set out in the Terms or the Agreement or any other annex referred to in the Terms or the Agreement, unless otherwise stated in these Processing Terms.
- 1.2 The following Processing Terms are in accordance with 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 (hereinafter as "**GDPR**"), and with Act No. 110/2019 Coll., on the processing of personal data.
- 1.3 During provision of Services, the Provider acts in both ways – as a personal data controller and a personal data processor. In **Part A** – Provider informs Customer about how the Provider process personal data according to the Article 13 of the GDPR and in **Part B** – the Provider stipulates terms of data processing where the Provider acts as personal data processor according to the Article 28 of the GDPR.

PART A – THE PROVIDER AS PERSONAL DATA CONTROLLER

2. PERSONAL DATA PROCESSED, PURPOSE, LENGTH AND RECIPIENTS

- 2.1 Types of personal data. In accordance with subscription details specified in the Agreement, the Provider may process following personal data about the Customer or its natural persons acting on behalf of the Customer:

- a) **Contact details.** E-mail.
- b) **User information in MobileApp.** Identification of user, technical data gathered through MobileApp about user while using MobileApp.
- c) **Data in connection with fulfilment of the Agreement.** Payment data, information about persons stipulated on invoices, requests, statistical data about fulfilment of Agreement, range of provided services under the Agreement if connected with specific natural person acting on behalf of the Customer.
- d) **Ready2Pay data.** Information about Ultimate Beneficial Owners (UBO) such as identification data, address, contact details, bank account details, title, residence, ID number, date of birth, photo of ID if revenue of the Customer is above specific amount, and other data required as stipulated in Ready2Pay onboarding form attached to the Agreement and in Onboarding Data Requirements required by Adyen.

Personal data are processed by the Provider and gathered through MobileApp, during KYC process, while providing Ready2Pay services. Personal data are directly gathered from data subjects or through the Customer as contractual party.

- 2.2 Purpose of processing. The Provider will process personal data for the purpose of fulfilment of Agreement (and Terms) under legal basis set out in the Article 6 paragraph 1 letter b) of the GDPR and

personal data should be provided to conclude and fulfil Agreement. Personal data will also be processed for the purpose of fulfilment of legal duties (tax, accounting) under legal basis set out in the Article 6 paragraph 1 letter c) of the GDPR. Personal data may also be used by the Provider to protect rights and duties (and ensure KYC, onboarding process etc.) under legitimate interest set out in the Article 6 paragraph 1 letter f) of the GDPR. Specific details about purposes are stipulated in Privacy Policy available at kconnect.ready2wash.net/data-processing-terms, ready2wash.net/data-processing-terms, ready2wash.com/data-processing-terms and Pay&Wash app.

2.3 Length of processing. Personal data will be stored for the duration of mutual relationship between the Provider and the Customer and then for the period stipulated by law or for the period of 10 years (to protect claims of the Provider).

2.4 Recipients. Personal data may be shared with:

- a) **Adyen N.V.**, a company registered in Amsterdam under number 34259528 and having its seat at Simon Carmiggeltstraat 6-50, 1011 DJ in Amsterdam, the Netherlands in cases where Ready2Pay Services are provided.
- b) **Amazon Web Services Emea Sarl providing Amazon Web Services** where personal data from MobileApp are stored. Amazon company is registered under Data Privacy Framework: <https://www.dataprivacyframework.gov/s/participant-search/participant-detail?id=a2zt0000000TOWQAA4&status=Active>.
- c) **Companies within the group (companies which Provider owns or which have shares in the Provider), such as** Kärcher, Semptra D.O.O. which provide support services.

2.5 Other information.

Other information. Other information about personal data processing, including rights are available here: <https://kconnect.ready2wash.net/data-processing-terms>, Pay&Wash app, <https://ready2wash.com/cw-owners/legal/ready2wash-privacy-policy/>.

PART B – THE PROVIDER AS PERSONAL DATA PROCESSOR

3. INTRODUCTORY PROVISIONS

3.1 Processing of personal data as a processor. As the Provider may process personal data on behalf of the Customer on the basis of the provision of the Services ordered by the Customer, the Provider acts as a processor of personal data in relation to the Customer.

3.2 Authorisation to process personal data. The Customer hereby authorizes the Provider to process the personal data of the data subjects provided by the Customer within the framework of the provision of the Services, to the extent set out in these Processing Terms. The Provider will process personal data for the Customer based on the Customer's instructions and to the extent necessary for the proper performance of the Provider's obligations under the Agreement. For avoidance of any doubt, the Customer will also conclude separate contract with Adyen where separate data processing terms shall apply. The Provider is not liable for any fulfilment under such contract with Adyen.

3.3 Customer responsibility. If the Provider acts as the personal data processor, the Customer is responsible for fulfilling all obligations in relation to the processing of personal data, in particular for properly informing data subjects about the processing of personal data, obtaining consent to the processing of personal data, if necessary, handling requests from data subjects regarding the exercise of their rights (such as the right to information, access, correction, erasure, restriction of processing, objection, etc.).

The Provider will assist the Customer in fulfilling these obligations via MobileApp functionalities and settings. However, the Provider is not responsible at any way for the accuracy and legality of the activities carried out by the Customer.

4. SUBJECT MATTER OF PROCESSING, CATEGORY OF DATA SUBJECTS AND TYPE OF PERSONAL DATA

4.1 Types of personal data. Under the subject matter of fulfilment of duties under Agreement, those personal data may be processed in accordance with this Processing Terms:

- a) identification data (name, surname);
- b) contact details (e-mails);
- c) car plate numbers;
- d) Ready2Pay data (if the Provider acts as processor for provision of support services according to Ready2Pay terms);
- e) information about transactions made through MobileApp;
- f) other personal data uploaded to MobileApp by the Customer or other data subjects (Client) while providing Services.

4.2 Categories of data subjects. Personal data will be processed about these categories of data subject:

- a) the Customer (their employees and other natural persons cooperating with the Customer);
- b) the Affiliate (their employees and other natural persons);
- c) end users of MobileApp;
- d) the Customer's Clients while using Ready2Pay Services (if the Provider is acting as personal data processor for support services);
- e) other persons about whom the Customer has provided personal data to the Provider and whose personal data has been recorded or will be provided or otherwise processed in accordance with the provision of the Services to the Customer.

5. NATURE AND PURPOSE OF PROCESSING

5.1 Nature of the processing of personal data. The Provider will process personal data in an automated, electronic manner, whereby the processing will consist of accessing the personal data as part of the provision of the Services, viewing the personal data, storing personal data, transferring personal data, accessing personal data to the Customer and their workers on demand and other activities which by their nature correspond to the provision of the Services to the Customer.

5.2 Purpose of processing. The purpose of the processing is to provide the MobileApp and Ready2Pay services (support and account linking MobileApp and POS) to the Customer, troubleshooting of the MobileApp and other may arise from the scope of provision of the Services to the Customer. As the Provider acts as a personal data processor, it will share personal data also with the Customer. The Customer acknowledges that the purpose for processing of contact details (e.g., email addresses, phone numbers) is strictly for the purpose of providing technical and customer support services. If the Customer uses personal data for any other purpose, the Customer is solely responsible for such processing.

6. PROCESSING TIME

- 6.1 Duration of processing of personal data. The processing of personal data will be carried out for the duration of the Agreement, or for as long as the Customer instruct the Provider, in connection with the performance of the Agreement. The Provider undertakes to comply with the obligations set out in the data protection laws for the entire duration of the Agreement, unless it is clear from the Agreement that they are to continue after its termination. The Provider may also process personal data for the duration stipulated by purposes where the Provider acts as personal data controller.

7. OTHER RIGHTS AND OBLIGATIONS OF PROVIDER

- 7.1 Summary of obligations. In processing personal data, the Provider is obliged to:

- a) process personal data solely on the basis of documented instructions of the Customer; for the avoidance of doubt, the processing of personal data in accordance with the Provider's obligations under the Agreement shall be deemed to be carried out in accordance with the Customer's instructions;
- b) follow the Customer's instructions regarding the transfer of personal data to a third country or an international organisation, unless such processing is already required by European Union or Member State law to which the Provider is subject, in which case the Provider shall inform the Customer of this legal requirement prior to processing, unless such legislation prohibits such information for important reasons of public interest;
- c) ensure that persons authorised to process personal data are bound by an obligation of confidentiality or are subject to a legal obligation of confidentiality;
- d) taking into account the nature of the processing, assist the Customer through appropriate technical and organisational measures, where possible, to comply with the Customer's obligation to respond to requests to exercise the rights of data subjects;
- e) assist the Customer in complying with the Customer's obligations to (i) ensure the level of security of the Processing, (ii) report personal data breaches to the Data Protection Authority and, where applicable, to Data Subjects, (iii) assess the impact on the protection of personal data and (iv) carry out prior consultation with the Data Protection Authority, all taking into account the nature of the Processing and the personal data held by the Provider;
- f) in accordance with the Customer's decision, delete all personal data upon termination of the provision of performance under the Agreement, and delete existing copies, unless the law of the European Union or a Member State requires the storage of the personal data in question;
- g) allow the Customer or a person authorised by the Customer to check (including audit or inspection) compliance with these Processing Terms, in particular the obligations for processing personal data arising therefrom, and shall contribute to such controls as reasonably instructed by the Customer or the authorised person; the specific rules for audits are set out in Articles 7.3 and 7.4 of these Processing Terms; and
- h) provide the Customer with all information necessary to prove that the obligations set out in the GDPR and other data protection legislation have been met.

- 7.2 Termination of cooperation. In the event of termination of Agreement, the Provider will delete or transfer back all personal data that were processed under Part B of these Processing Terms. The Provider

will keep by default personal data for the 2 months after notification of termination by the Customer. The Provider will not delete personal data if required by law or by purposes stipulated by the Provider as personal data controller.

- 7.3 **Audits.** The Customer shall send any request for an audit (check) exclusively to the Provider's e-mail address info@ready2wash.com. Upon receipt of an audit request, the Provider and the Customer shall agree in advance on (a) the possible date of the audit, security measures and how to ensure compliance with confidentiality obligations during the audit, and (b) the expected start, extent and duration of the audit. If no agreement is reached within 30 days of the date of the request, the Provider shall determine the terms of the audit.
- 7.4 **Auditor.** The Provider may object in the written form to any auditor (authorised person) appointed by the Customer if, in the Provider's opinion, the auditor is not sufficiently qualified, is not independent, is in a competitive position with the Provider or is otherwise manifestly unsuitable. Following an objection, the Customer shall be obliged to appoint another auditor or to carry out the audit itself.
- 7.5 **Requests from data subjects.** The Provider undertakes, in the event of receipt of any request from a third party (in which the Provider acts as a processor of personal data) concerning the processing of personal data, in particular a request from the Customer's data subject concerning the exercise of his/her rights, to inform the Customer immediately, but no later than within 14 days of receipt, of such information and to provide him/her with the necessary assistance for its processing in accordance with the GDPR. The Provider will provide assistance as far as reasonably possible and taking into account the nature of the processing of personal data, the information available to the Provider, industry practices and costs.
- 7.6 **Involvement of other processors.** The Customer gives general consent to the involvement of other processors in the processing of personal data. Depending on the type of the Services provided, the Provider may use other processors. The Customer hereby agrees that the Provider will involve:
- a) **Amazon Web Services Emea Sarl** providing Amazon Web Services where personal data from MobileApp are stored. Amazon company is registered under Data Privacy Framework: <https://www.dataprivacyframework.gov/s/participant-search/participant-detail?id=a2zt0000000TOWQAA4&status=Active>.
 - b) **Workers of the Providers that act on cooperation or any other agreement.**
 - c) **Companies within the group (companies which Provider owns or which have shares in the Provider), such as Kärcher, Semptra S.O.O.** which provide support services.
- 7.7 **Objections to involvement of other processors.** The Provider shall inform the Customer in written form set by the Provider about the involvement of the additional processor before the involvement of the additional processor, and the Customer may object to the involvement of the additional processor within 14 days. If the Customer does not object within the time limit, the Provider will engage the additional processor. If the Customer objects, the Provider will assess the objection and, if it finds it justified, it will not engage the additional processor, or may terminate the contractual relationship with the Customer (or part of it) or not provide the part of the Service to which the additional processor is linked, without being in default or in breach of any obligation.
- 7.8 **Obligation to other processors.** If the Provider engages another processor to process personal data, this other processor must contractually commit to the same obligations to protect personal data as those agreed between the Customer and the Provider, in particular to implement appropriate technical and organisational measures.

7.9 **Costs related to the performance of the Processing Terms.** Unless otherwise agreed in written form between the Provider and the Customer, the Customer shall bear their own costs associated with the performance of the Processing Terms.

8. SECURITY OF PERSONAL DATA

8.1 Obligation to secure personal data. The Provider has adopted and maintains technical and organizational measures to prevent unauthorized or accidental access to, modification, destruction or loss of personal data, unauthorized transmissions, other unauthorized processing or other unauthorized misuse of personal data.

8.2 Specific measures. In particular, the Provider has adopted and maintains the following measures to ensure an adequate level of security:

- a) pseudonymisation and encryption of personal data;
- b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services - the measures in place and their correct functioning will be regularly controlled;
- c) the ability to restore the availability of and access to personal data in a timely manner in the event of physical or technical incidents;
- d) a process for regularly testing, assessing and evaluating the effectiveness of the technical and organisational measures in place to ensure the security of processing;
- e) prevention of unauthorised persons from gaining access to personal data and prevention that personal data will be used without authorization;
- f) persons authorized to process personal data have access only to those personal data they need and are authorized to access, and that personal data cannot be read, copied, altered or removed without authorisation during processing;
- g) personal data cannot be modified or deleted without authorisation during electronic transmission, transport or storage, and that the recipient entities for any transfer can be established and verified;
- h) all accesses to personal data are logged (entry control);
- i) personal data are processed only in accordance with instructions;
- j) personal data are not exposed to the Customer by default in the MobileApp, but only on request from the Customer.

8.3 Security incidents. If the Provider discovers a personal data breach, it shall report it to the Customer without undue delay and within 48 hours at the latest, and shall use reasonable efforts to provide the Customer with all information known about the incident, in particular to the extent provided for in Article 33 (3) GDPR. The Provider will respond to any request from the Customer to provide assistance in the event of a security breach within the period set out in this Article 8.3 of the Processing Terms.

8.4 Unlawful instructions. In the event that the Customer instructs the Provider in such a way that a breach of obligations under the GDPR or other legislation occurs, and the Provider is sanctioned by a supervisory authority or other regulatory body on the basis of such instruction, or is required to

compensate data subjects, the Customer agrees to compensate the Provider and pay for any damages incurred.

8.5 Limitation of compensation. In the event that the Provider is obliged to pay the Customer any compensation, this obligation shall be limited to the amount 300 EUR.

8.6 Indemnification. The Customer agrees to indemnify, defend, and hold harmless the Provider and its affiliates, officers, directors, employees, agents, and successors (collectively, the “Indemnified Parties”) against any and all damages, losses, fines, penalties, liabilities, costs, or expenses (including reasonable attorney’s fees) arising out of or in connection with:

- 8.6.1 any breach by the Customer of its obligations under this Processing Terms, including but not limited to any unauthorized or unlawful use of personal data (mainly in connection with unlawful use of the email address of the data subjects);
- 8.6.2 any action, claim, investigation, or proceeding initiated by a third party or a regulatory authority resulting from the Customer’s processing or misuse of personal data; or
- 8.6.3 any failure by the Customer to comply with applicable data protection laws in its collection, use, or disclosure of personal data.