**Terms & conditions**

**for the personal data processing adopted by PEM Communication s.r.o.**

(hereinafter the „**T&C**”)

These T&C shall govern the processing of personal data by PEM Communication s.r.o. in the course of its business. In these T&C, the following terms have the following meanings:

“**Agency**” means PEM Communication s.r.o., registered office at Praha 6, Lužná 716/2, postcode 160 00, reg. No.: 284 31 626

“**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council, 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 (General Data Protection Regulation)

“**Client**” means the client of the Agency with which the Contract is concluded

“**Contract**” means the contract, binding order or agreement between the Agency and the Client for the provision of the Agency’s services, part of which is the processing of personal data by the Agency in the position of a processor for the Client in the position of a controller

**Applicability of the T&C**

These T&C shall be applicable and binding for all Contracts the subject of which is the processing of personal data by the Agency for the Client. The T&C shall form an integral part of the Contract. By entering into the Contract, the Client expressly declares that he has become acquainted with the T&C, fully understood its terms and agrees with them. In case there is a separate agreement on the processing of personal data between the Client and the Agency, such an agreement shall take precedence.

**Services, data processing**

The Agency shall provide to the Client services in accordance with the Contract. The services provided by the Agency under the Contract include processing of personal data to which the Client is in the position personal data controller while the Agency is in the position of a personal data processor.

The Agency shall process personal data submitted by the Client in accordance with the Client's instructions and in accordance with applicable legal regulations, in particular in accordance with GDPR.

**Purpose of data processing**

The Agency shall process personal data for the purposes of providing the Client with services under the Contract.

**Categories of personal data**

Unless agreed otherwise in the Contract, the Agency shall process the following categories of personal data for the Client:

* identification data (especially name, surname, title, company)
* address (home address, contact address)
* contact details (phone number, email)
* data related to the payment of registration or subscription fees
* (\*\*\*)

The Agency shall not process any special categories of personal data or personal data relating to criminal convictions and offences.

**Categories of data subjects**

Unless agreed otherwise in the Contract, the Agency shall process personal data of the following categories of personal data subjects:

* business partners of the Client, customers of the Client
* employees of the Client
* participants in events organized by the Agency for the Client
* (\*\*\*)

**Obligations regarding the personal data processing**

The Agency shall process the personal data in accordance with the Client's documented instructions. The Client acknowledges and agrees that the Agency may involve another processor in the data processing.

The Agency shall ensure the protection of personal data by appropriate technical and organizational means, taking into consideration the state of the art, the costs of execution, the nature, scope and purposes of the processing, and the likely risks to the rights and freedoms of the data subject.

The Agency shall take into account the nature of the processing and shall assist the Client, through appropriate technical and organizational measures, in fulfilling its duties, to respond to requests for the exercise of rights of the data subjects set out in Chapter III of the GDPR. If necessary and at explicit request, the Agency shall provide the Client with the necessary assistance to fulfill the Client's obligations to ensure the security of the processing of personal data, to report violations of personal data protection, to conduct an impact assessment on the protection of personal data, taking into account the nature of the processing and information available to the Agency.

The Agency shall, upon explicit request, provide the Client with all the information and documents necessary to demonstrate the fulfillment of its obligations set out in these T&C and in the GDPR, and shall allow the Client to exercise control.

**Duration of the data processing**

Unless agreed otherwise in the Contract, the Agency shall process personal data for as long as is necessary to fulfill all of its obligations under the Contract. In the case of a long-term relationship with the Client, the Agency processes personal data for the entire duration of such relationship or until the Client serves the Agency a written instruction to terminate the processing.

Upon termination of provision of the service the Agency shall, upon the Client’s decision, delete or return all personal data to the Client and delete all existing copies, unless the relevant legislation requires the retention of such personal data.

**Non-disclosure obligations**

Personal data disclosed by the Client to the Agency shall be treated as confidential and the Agency undertakes not to disclose it to an unauthorized third party nor to use it, contrary to its purposes, for its unjustified benefit or for the unjustified benefit of any third party. The Agency shall ensure that all employees and / or persons entrusted by the Agency with any tasks related to the processing of personal data are bound to confidentiality to the same extent as provided herein.

The non-disclosure obligation shall not apply to information that

* are known or have been disclosed otherwise than as a result of a breach of the confidentiality duty hereunder,
* the non-disclosure obligation has been waived with the Client's written consent,
* are requested by a court, a public prosecutor's office or a competent administrative body on the basis of a law, or the publication of which is prescribed by law,
* the Agency discloses to a person bound by a statutory duty of confidentiality to exercise or protect its rights.