TERMS OF SERVICE OF THE RESTIMO SYSTEM

§ 1
[general provisions]

1. The service provider is Restimo sp. z o.o., Katowicka 4/9, 03-932 Warsaw, Poland, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register under KRS number: 0000851978, NIP: 7010992857, REGON: 386709535, with a share capital of 22,7000.00 zł, e-mail: hello@restimo.com, phone number: +48 732 054 390.

2. The terms used in the Statute have the following meaning:

Subscription	monthly fee for using the Restimo system;
Aggregates	entities through which Customers may place Orders using means of distance communication, specified in detail in the Main Agreement;
Customer	entity that places the Order;
Integration Keys	unique keys obtained from individual Aggregators, necessary for integration;
Account	functionality of the Restimo system enabling the Service Recipient to access the Restimo system after logging in with a login and password;
Implementation Fee	fee for the configuration and preparation of the Restimo system for use by the Service Recipient;
Implementation File	a file in Google Docs, Excel, or another format with the Service Recipient's data and a description of the most important steps related to the implementation of the Restimo system;
Restaurant	premises where the Customer intends to use the Restimo system, specified in detail in the Main Agreement;
Statute	this document;

Parties	Service Provider and Service Recipient;
POS System	software used by the Service Recipient in the Restaurant;
Restimo system	software provided by the Service Provider;
Agreement	agreement concluded by the Service Provider and the Service Recipient, the terms of which are set out in the Main Agreement and the Statute;
Main Agreement	agreement concluded by the Service Provider, and the Service Recipient specifies the provisions of the Statute;
Service Recipient	entity running the Restaurant specified in the Main Agreement;
Service Provider	entity referred to in § 1 section 1 of the Statute;
Services	services provided electronically, referred to in § 2 para. 6
Users	employees or associates of the Service Recipient who will actually use the Restimo system;
Orders	orders of meals/drinks placed by Customers via Aggregates.

§ 2
[Services]

1. The Service Provider declares that he is the administrator of the Restimo system.

2. The Service Recipient declares that he manages the Restaurant and is interested in starting cooperation with the Service Provider in order to use the Restimo system.

3. The conditions for using the Restimo system (including the conditions for the provision of Services) are specified in the Statute and the Main Agreement.

4. Regulamin określa zasady współpracy Usługodawcy i Usługobiorcy w zakresie nieuregulowanym w Umowie Głównej. W przypadku gdy zasady te zostały uregulowane w Umowie Głównej inaczej, pierwszeństwo w stosowaniu mają postanowienia Umowy Głównej.

5. The Statute defines the rules of cooperation between the Service Provider and the Service Recipient in the scope not regulated in the Main Agreement. If these rules are regulated otherwise in the Main Agreement, the provisions of the Main Agreement shall prevail.

6. The Service Provider provides the Service Recipient with Services consisting in enabling:

    1. access to this Account;

    2. use the Restimo system, including for the purpose of accepting Orders.

7. In the Restimo system, the Service Provider may present advertisements or promotional materials concerning the Service Provider or third parties.

§ 3
[terms of use of the Restimo system]

1. The Restimo system is available at hub.restimo.com.

2. In order to properly use the Restimo system and all its functionalities, it is necessary to meet the technical requirements in the form of having:

    1. Windows, Android or iOS operating system to support the Restimo system;

    2. a voucher printer;

    3. Android operating system to support the printing application;

    4. a tablet or computer with Internet access;

    5. webmail account;

    6. the current version of a web browser such as Microsoft Edge, Chrome, Firefox (recommended), Opera or Safari; cookies and sound notifications for hub.restimo.com should be enabled in the web browser.

3. The device on which the Service Recipient will use the Restimo system must have access to the Internet (data transmission enabled). In connection with the use of the Restimo system, the Customer's Internet service provider may charge data transmission fees.

4. In order to ensure data security in the Restimo system, the Service Provider will take appropriate measures to prevent third parties from obtaining and modifying data sent via the Internet.

5. The Service Recipient is obliged to use the Restimo system in a manner consistent with the Statute, the provisions of the law in force in the territory of the Republic of Poland and good practices. In particular, it may not provide unlawful content or infringes any rights of the Service Provider or third parties.

§ 4
[Account]

1. Setting up an Account requires:

    1. filling out the form by providing the data indicated on the form; the link to the form will be sent by the Service Provider;

2. pressing the button confirming that the Service Recipient has read the provisions of the Statute.

1. At the request of the Service Recipient, an Account may also be set up for the Service Recipient by the Service Provider. In this case, the Service Provider will provide the Customer with the data used to log into the Account.

2. The Service Recipient who has an Account is able to log in to the Account.

3. Logging into the Account takes place by completing the appropriate form and providing the required data, i.e. the User's login and password, and pressing the appropriate button.

4. Through the Account, the Service Recipient gains access to the Restimo system and its functionalities.

5. Using the Restimo system requires having an Account and logging in to the Restimo system.

6. After setting up an Account, the Service Provider or the Service Recipient may add more Users.

§ 5
[Restimo system]

1. The Restimo system is used to integrate the channels through which Orders are placed in Restaurants.

2. The Restimo system enables the integration of Orders placed by Aggregates.

3. Integrated Orders will be sent directly to the POS system used by the Customer.

4. The scope of functionality of the Restimo system is specified in the Main Agreement.

5. The functionalities of the Restimo system may change during the term of the Agreement.

6. Changes in the functionality of the Restimo system will not lead to a significant limitation of its usefulness for the Service Recipients compared to the state as of the date of signing the Main Agreement.

7. In the event of changes to the functionality of the Restimo system, the Service Provider will inform the Customer about the scope of the changes.

§ 6
[using the Restimo system]

1. After setting up the Account, the Service Provider will integrate the Restaurant with Aggregates.

2. The Aggregates with which the Restaurant will be integrated will be specified in the Main Agreement.

3. In order to be able to integrate the Restaurant with the Aggregates, the Customer shall provide the Service Provider with information and data that will prove necessary to integrate

the Restaurant with the Aggregates. In particular, the Service Recipient will provide the Service Provider with: login details for specific Aggregates and contact details for representatives of the Aggregates who have contacted the Service Recipient so far.

4. The Service Provider undertakes to protect the information and data referred to above and not to use them for purposes other than integrating the Restaurant with Aggregates.

5. After receiving the information and data necessary to integrate the Restaurant with the Aggregates, the Service Provider, on behalf of the Customer, will request the integration of the Aggregates with which the Restaurant is to be integrated.

6. In order to address the Aggregates with which the Restaurant is to be integrated on behalf of the Customer, the Customer grants the Service Provider, upon conclusion of the Main Agreement, a power of attorney to represent the Customer in front of the Aggregates in matters related to the integration of the Restaurant, in particular, to perform all legal actions on behalf of the Customer with Aggregates necessary for integration, in particular for concluding contracts, agreements, as well as amending them (concluding annexes) and submitting declarations of termination or withdrawal from them, as well as for granting consents.

7. The Service Recipient undertakes not to terminate a power of attorney referred to above until integration with the last of the selected Aggregates is completed.

8. The Service Provider will inform the Customer about all arrangements made with the Aggregates.

9. In the event that a given Aggregate expects the Service Provider to present a separate document confirming the granting of a power of attorney, the Customer shall grant the Service Provider such power of attorney in a separate document.

10. After integration with a given Aggregate, the Customer will be able to use the Restimo system in the Restaurant.

11. The Service Provider will inform the Customer about the activation of the Restimo system for a given Restaurant.

12. Restaurants, where the Customer will be able to use the Restimo system, will be specified in the Main Agreement.

13. Placing Orders and making payments for Orders by Customers will take place in accordance with the terms and conditions of a given Aggregate.

14. The Service Provider does not collect any amounts from the Customers for the Orders made, does not transfer funds from the Customer's or Aggregate's account to the Customer's account, and does not provide a money transfer service to the Customer's account.

15. The Service Provider integrates Aggregators with the Restimo system, but does not guarantee the possibility of completely eliminating devices supplied by the Aggregators. The possibilities of handling orders from individual Aggregators through the Restimo system are indicated in the Implementation File.

16. The principles of operation of the Aggregates are defined by the conditions defined separately by each Aggregate. The Service Recipient is obliged to familiarise himself with these conditions.

17. After implementation and the trial period specified in the Main Agreement, comprehensive management of the Restimo system and its functionalities, especially such as:
    1. management and update of the menu;
    2. management of restaurants and order acceptance hours;
    3. user management;
    4. in case of integration of the Service Recipient's POS system, updating the connection of all menu items between the Restimo system and the POS system;

    rests with the Service Recipient. The Restimo team may perform the above activities for an additional fee, according to the current price list.

§ 7
[remuneration of the Service Provider]

1. The services are provided by the Service Provider for a fee.

2. The detailed settlement model of the Parties and the amount of remuneration due to the Service Provider are specified in the Main Agreement.

3. Unless otherwise stated in the Main Agreement, the following provisions shall apply.

4. Remuneration for the Implementation Fee due to the Service Provider is payable in advance, before starting the implementation of the Restimo system at the Service Recipient's site.

5. The Service Recipient has the opportunity to apply for a refund of the Implementation Fee, provided that all the following criteria are met together:

    1. signing agreements with the Aggregators indicated in the Implementation File, with which the Service Recipient will cooperate through the notification of Restimo (if applicable);
    2. providing integration keys for Aggregators by the Service Recipient, which require the Service Recipient's authorization;
    3. providing the menu (categories, photos, names, descriptions, and prices of items) and the logo(s) of the Service Recipient, which are to be added to the Restimo system;
    4. in case of integration of the Service Recipient's POS system, connecting all menu items between the Restimo system and the POS system;
    5. meeting the technical requirements in the form of having an appropriate device to operate the Restimo system, according to § 3 points 2. and 3.;
    6. undergoing the trial period specified in the Agreement, with all integrated Aggregators indicated in the Implementation File.

6. The remuneration for the Subscription due to the Service Provider will be paid monthly in arrears.

7. The Service Provider will calculate the remuneration for the Subscription due to him for the previous calendar month and issue a VAT invoice on this basis.

8. The VAT invoice for the previous calendar month will be delivered to the Customer by the 10th day of the next calendar month.

9. The Customer is obliged to make timely payments.

10. All fees for the Service Provider shall be paid by bank transfer to the Service Provider's bank account specified in the invoice or proforma invoice within the period specified in the invoice or proforma invoice.

11. The Service Provider offers the following payment methods and accounting times:

    1. credit card / BLIK / Przelewy24 - automatic accounting of payments (recommended). In case of delay by the Service Recipient in payment and limitation of functionalities of the Restimo system, after making the payment, it is necessary to refresh the browser with the Restimo system for the functionalities to be unlocked;
    2. traditional transfer - manual accounting of payments by the Restimo team within 2 business days. In case of delay by the Service Recipient in payment and limitation of functionalities of the Restimo system, after this time, it is necessary to refresh the browser with the Restimo system for the functionalities to be unlocked.

12. The Service Recipient agrees to receive invoices electronically.

13. The payment day is the day on which funds are credited to the Service Provider's bank account.

§ 7[1]

[consequences of the Service Recipient's payment delays]

1. In the event of the Service Recipient's delay in paying the Service Provider's fee exceeding:

    1. 7 days - The Service Recipient's account will be restricted in such a way that access to the statistics screen and tabs enabling company, location, and user management will be disabled, and a message about the lack of payment will be displayed,

    2. 28 days - The Service Provider is entitled to terminate the Agreement with a 7-day notice period. If the Service Recipient settles the outstanding amount in full during the notice period, the termination notice loses its effect,

    3. 35 days - The Service Recipient's account will be blocked, and the outstanding payment will be forwarded for debt collection.

2. In the event of the Service Recipient's delay in paying the Service Provider's fee:

    1. The Service Recipient loses the entitlement to discounts and promotions

    2. Statutory interest for late payment in commercial transactions will be charged to the Service Recipient.

§ 8
[marketing cooperation]

1. The Parties may undertake joint marketing activities to mutually promote their products and services.

2. The Service Provider has the right to use the names or designations of the Service Recipient and the Restaurant (also if they are registered trademarks). The use referred to in the first sentence may take place:

    1. in order to inform about the cooperation of the Parties and conduct promotional activities of the Restimo system, the Service Provider and entities related to the Service Provider;

    2. by posting names or designations in the Restimo system, the Internet (in particular, on websites and social media, including those maintained by the Service Provider or its affiliates, promotional materials regarding the Restimo system and other systems provided by the Service Recipient or its affiliates.

3. The Service Recipient has the right to use the names or designations of the Service Provider (also if they are registered trademarks). The use referred to in the first sentence may take place:

    1. in order to inform about the cooperation of the Parties and conduct promotional activities of the Restaurant, the Restimo system, the Service Provider or entities related to it (in particular Restimo sp. z o.o.);

    2. by posting names or designations in the Restimo system, the Internet (in particular on websites and social media), promotional materials regarding the Restaurant.

4. The Parties may provide each other with the designations they will use. Each Party shall provide the other Party with the markings upon its request.

5. The Customer's right to use the names and designations referred to above expires upon termination of the Agreement.

6. The Service Provider will provide the Service Recipient with materials related to the Restimo system, such as: instructions, data, guides, logos, and training videos. The Service Recipient undertakes to protect these materials as confidential information, in accordance with §13.

7. The Service Recipient agrees to the Service Provider sharing their data with its partners, namely name, address, email address, and contact number.

§ 9
[complaints]

1. The Service Recipient may submit complaints regarding the incorrect functioning of the Restimo system to the e-mail address help@restimo.com.

2. The deadline for considering the complaint by the Service Provider is 14 days from the date of its receipt.

3. The person submitting the complaint should indicate irregularities in the functioning of the Restimo system and the circumstances of their disclosure.

4. After considering the complaint, the Service Provider will inform the Customer about the findings regarding the complaint.

§ 10
[liability of the Service Provider]

1. The Service Provider is not liable for:

    1. actions and omissions of Customers, Employees of the Service Recipient and Aggregates;

    2. acts and omissions of third parties;

    3. incorrect payment for the Order if the reason for the lack of correct payment for the Order is not directly related to the Restimo system;

    4. operation of devices used by the Service Recipient or Users, including issues related to the operation of data transmission in devices;

    5. events that result from the use of the Restimo system by the Service Recipient or Users in a manner inconsistent with the law or the Statute;

    6. events resulting from circumstances for which the Service Recipient is not responsible.

2. The Service Provider's liability for damage caused to the Customer in connection with non-performance or improper performance of the Agreement is limited to the damage actually incurred, and the total compensation for the damage incurred may not exceed PLN 500. The Service Provider's liability for lost profits is excluded.

§ 11
[duration of the Agreement]

1. The Agreement is concluded for an indefinite period and enters into force on the date of signing the Main Agreement by both Parties.

2. Each Party has the right to terminate the Agreement, without having to give reasons, with a 1-month notice period, with effect at the end of the calendar month.

3. The Service Provider has the right to terminate the Agreement with immediate effect in the event of:

    1. when the Customer is in delay with the payment of any fee to the Service Provider and the delay is at least 30 days;

    2. breach by the Service Recipient of the provisions of the Main Agreement or the Statute and failure to remove the effects of this breach despite setting an additional 7-day period by the Service Recipient.

4. In the case of breaches whose effects cannot be removed, the Service Provider has the right to terminate the Agreement with immediate effect without the need to set the deadline referred to in section 3 point 2.

5. The Service Provider has the right to terminate the Agreement with a 7-day notice period in the event of the Service Recipient's payment delay exceeding 28 days. If the Service Recipient

settles the entire outstanding amount during the notice period, the submitted termination notice loses its effect.

6. The notice of termination of the contract should be made in writing or document form by sending an e-mail - in both cases under pain of nullity.

7. Individuals designated for the coordination of the Agreement's implementation, as indicated in the Main Agreement, are authorized to submit and receive notices of intent to terminate the Agreement on behalf of the Parties.

§ 12
[personal data]

1. The Service Recipient entrusts the Service Provider with the processing of personal data of persons whose data will be processed within the Restimo system, in particular Customer data.

2. The Service Provider will process the personal data entrusted to it as a Processor within the meaning of art. 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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) (GDPR).

3. The basis for entrusting the Service Provider with the processing of personal data will be the personal data processing agreement concluded between the Service Provider and the Service Recipient, which is attached to the Statute.

4. The Agreement for entrusting the processing of personal data is concluded when the Customer accepts the provisions of the Statute.

§ 13
[confidentiality]

1. The Service Recipient and the Service Provider undertake to keep secret all confidential information, including the business secret of the Service Recipient or the Service Provider, respectively, learned as a result of mutual cooperation.

2. The term "confidential information" also includes the content of the Agreement and data to which the other party has access and any other information, regardless of its nature and form.

3. Information that:

   1. is or will become publicly available, unless it is disclosed in a manner inconsistent with the will of the party disclosing the confidential information to whom the information relates, and the party disclosing the confidential information ("Disclosing Party") informs the party receiving the confidential information ("Receiving Party") about such irregularity;

   2. has been developed independently, without access to or use of confidential information disclosed by the Disclosing Party.

4. The Receiving Party undertakes to:

    1. not to disclose and not to transfer confidential information, including their fragments or parts, to third parties;

    2. not to use confidential information for your own purposes;

    3. not to handle confidential information in any way.

5. Confidential information may be disclosed to the extent necessary with the prior consent of the Disclosing Party:

    1. members of authorities, employees, subcontractors, representatives or advisers of the Receiving Party who have a justified need to familiarise themselves with and use confidential information related to the cooperation of the parties;

    2. persons for whom the Service Provider and the Service Recipient agreed in writing on the possibility of disclosing confidential information.

6. The Service Recipient and the Service Provider will be released from the obligation to keep confidential information secret if the obligation to disclose it results from applicable law, in accordance with the request of the competent administrative or judicial authority, to the extent covered by this request. In each such case, the Receiving Party will be obliged to:

    1. immediately inform the Disclosing Party about the disclosure of Confidential Information and the scope of confidential information that has been disclosed;

    2. take all measures permitted by law to protect confidential information;

    3. limiting the scope of confidential information disclosed, if possible.

7. If the Receiving Party becomes aware that confidential information has been disclosed in a manner inconsistent with the provisions of this paragraph, the Receiving Party is obliged to immediately inform the Disclosing Party about this fact and to take all possible actions and fully cooperate with the Disclosing Party for limiting and eliminating the effects of this fact.

8. The obligations of the Service Recipient and the Service Provider resulting from this paragraph are binding during the term of the Agreement and for a period of 5 years from the date of its termination or expiry.

9. The Parties agree that the fact of concluding the Agreement and the fact that the Customer uses the Restimo system is not confidential information.

§ 14
[change of the Statute]

1. The Service Provider is entitled to amend the Statute for reasons such as a change in the law, change in the scope of activity, change in the method of operation or change in the functionality of the Restimo system.

2. The amendment to the Statute comes into force on the date indicated by the Service Provider, which shall not be shorter than 7 days from the date of sending the new version of the Statute to the Service Recipient.

3. The Service Recipient will be informed about changes in the Statute.

4. Amendments to the Statute are binding on the Customer if he has not terminated the Agreement within 7 days from the date of notification of the amendment to the Statute. Termination of the Agreement should be made in writing or document form by sending an e-mail - in both cases under pain of nullity.

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§ 15
[final provisions]

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1. The Statute comes into force on 5th October 2023.

2. The Statute is available at the seat of the Service Provider and delivered to the Service Recipient before the conclusion of the Agreement.

3. In matters not covered by the Statute, the provisions of Polish law, in particular the Civil Code, shall apply.

4. The court competent to settle disputes between the Parties is the common court competent for the registered office of the Service Provider.

Annex to the Statute - agreement to entrust the processing of personal data

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DATA PROCESSING AGREEMENT ("DPA")

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concluded between

the Service Recipient (hereinafter referred to as the "Administrator"),

and

Service Provider (hereinafter referred to as: "Processor")

hereinafter jointly referred to as the "**Parties**".

with the following content:

1. The DPA is an integral part of the Statute.

2. DPA defines the rules for the processing of Customers' personal data and personal data entered by the Service Recipient or Users into the Restimo system.

3. The Service Provider is the entity that processes personal data entered into the Restimo system on behalf of the Service Recipient.

4. The DPA regulates the rules for the processing of personal data by the Service Provider on behalf of the Service Recipient in such a way that they comply with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation) (Journal of Laws EU. L. of 2016 No. 119, p. 1) - hereinafter "**GDPR**".

5. Capitalized terms used in the DPA have the meaning specified in the Statute.

§ 1
[general provisions]

1. The Administrator entrusts the Processor with the processing of personal data described in the DPA, on the terms and for the purpose specified in the Main Agreement, the Statute and the DPA.

2. The processing of personal data is entrusted to the Processor during the period when the Administrator uses the Restimo system. In the event of cessation of use of the Restimo system, the DPA expires, subject to the period for the Administrator to make a decision on the deletion or return of data and the period for the Processor to carry out the above instruction.

3. The Processor processes personal data only in accordance with the Administrator's documented instructions. The Main Agreement, the Statute and the DPA constitute such a documented processing instruction.

§ 2
[character and purpose of processing]

1. The character and purpose of the processing result from the Main Agreement and the Statute, including in particular:

    1. the character of the processing results from the obligations of the Processor contained in the Main Agreement and the Statute, i.e. the provision of Services;

    2. the purpose of processing is to enable the Administrator to use the Restimo system.

2. The Processor is not authorised to process personal data for any other purposes

§ 3
[type of data and categories of persons]

1. Entrusting the processing applies to all personal data collected as part of the Restimo system, including e.g. Customers' names and surnames, delivery addresses, telephone numbers and e-mail addresses.

2. Personal data referred to in par. 1 apply to Customers and other persons whose data the Service Recipient entered into the Restimo system.

§ 4
[rights and obligations of the Processor]

1. The Processor undertakes to perform DPA with the utmost care.

2. The Processor:

    1. declares that it does not transfer data to a third country outside the EEA or an international organisation, with the exception of using IT service providers based outside the EEA or based in the EEA but processing data outside the EEA, which services the Processor uses when performing the Main Agreement; transfer of data outside the European Economic Area may take place if it is in accordance with applicable regulations (for example, based on standard contractual clauses);

    2. confirms that, apart from the cases indicated in point 1), the transfer of entrusted data to a third country may take place when such an obligation is imposed on the Processor by applicable law; in this case, the Processor informs the Controller of this legal obligation before processing, unless the law prohibits the provision of such information due to important public interest;

    3. ensures that persons authorised to process personal data will be bound by secrecy;

    4. ensures that measures regarding the security of personal data processing are required under art. 32 GDPR, in particular the measures described in the DPA;

    5. complies with the terms of use of the Subprocessor's services set out in the DPA.

3. If the Processor has doubts as to the legality of the instruction issued to him by the Administrator, the Processor shall immediately inform the Administrator of the doubts raised.

4. The Processor undertakes to inform the Administrator about whether he keeps a register of all categories of processing activities performed on behalf of the Administrator, referred to in art. 30 sec. 2 GDPR.

§ 5
[rights and obligations of the Administrator]

1. The Administrator declares that he is the administrator of personal data entrusted on the basis of the Main Agreement, the Regulations and the DPA and that he is authorised to process them to the extent and for the purposes for which he entrusts the processing to the Processor.

2. The Administrator undertakes to cooperate with the Processor to the extent that it is necessary for the performance of the Main Agreement and compliance with the provisions of the GDPR.

3. In the event that the Processor reports to the Controller doubts as to the legality of the instruction issued to him by the Controller, the Controller shall provide the Processor with appropriate explanations.

§ 6
[cooperation of the Administrator and the Processor]

1. The Administrator and the Processor cooperate to the extent that it is necessary to comply with the provisions of the GDPR.

2. The Processor helps the Administrator through appropriate technical and organisational measures to meet the obligation to respond to the requests of the data subject in the exercise of his rights set out in Chapter III of the GDPR.

3. The Processor helps the Administrator to fulfil the obligations set out in art. 32-36 of the GDPR regarding the security of personal data.

4. The Processor provides the Administrator with all information necessary to demonstrate compliance with the obligations set out in the DPA and art. 28 GDPR.

§ 7
[Sub-entrustment]

1. The Administrator agrees to further entrust by the Processor the processing of personal data in the scope of specific operations to further Processors ("Subprocessors").

2. The Processor uses the following Subprocessors:

    1. Winalife sp. z o.o.;

    2. Google Ireland Limited;

    3. Amazon Web Services EMEA SARL.

3. The sub-entrustment may not cover the entire entrustment resulting from the Main Agreement, the Statute and the DPA

4. The Processor informs the Controller of any intended changes regarding the addition or replacement of other processors, thus giving the Controller the opportunity to object to such changes.

§ 8
[data safety]

1. The Processor declares that the processing of the entrusted data takes place while maintaining appropriate technical and organisational measures, in particular those indicated in art. 32 GDPR.

2. The Processor, taking into account the nature, scope, context, purposes of processing and the risk of violating the rights or freedoms of data subjects, has implemented the necessary measures to ensure the security of the processed personal data.

3. The Processor ensures that the level of security is appropriate and takes into account, in particular, the risk associated with processing, in particular resulting from accidental or unlawful destruction, loss, modification, unauthorised disclosure or unauthorised access to personal data sent, stored or otherwise processed.

§ 9

[infringement procedure]

1. In the event of a breach of personal data protection, the Processor shall without undue delay notify the Controller that a breach has occurred.

2. Along with the notification, the Processor provides the Administrator with explanations regarding the violation and all necessary documentation regarding the violation in order to enable the Administrator to fulfil the obligation to report the violation to the supervisory authority.

3. The Processor enables the Administrator to take part in activities explaining the circumstances and scope of the infringement.

§ 10
[liability of the Parties]

The Processor is liable for damages caused by processing only when it has failed to fulfil the obligations imposed by the GDPR directly on the Processor or when it has acted outside of the Administrator's lawful instructions or against these instructions.

§ 11
[data deletion]

After the completion of the provision of services resulting from the Main Agreement and the Statute, the Processor deletes all the Customer's data processed within the Restimo system. Backup data will also be deleted.