

Terms and Conditions

Introduction

BY ACCESSING OR CONTINUING TO USE THIS WEBSITE, WHETHER BY READING ITS CONTENT, CLICKING THROUGH ITS PAGES, OR OTHERWISE, YOU AGREE TO COMPLY WITH AND BE BOUND BY THESE TERMS OF USE.

These special terms and conditions shall apply when CRM4BRAND (hereinafter referred to as the "Company") processes personal data on behalf of the Client under the Standard Terms and Condition ("Agreement") the parties have concluded.

If Client provides a data subject's personal information to the Company, Client expressly represents and declares that Client has full legal authority and approval to do so. Client does not have the legal right to send data subject's information to Company and will be responsible if Client has not obtained completed Consent Forms from the data subject.

Each Party hereby commits to comply with all applicable provisions of the GDPR relating to the data it maintains or processes in accordance with this Agreement, and to ensure that all of its respective directors, officers, employees, or agents comply as well.

The Company's general terms and conditions shall be in effect in addition to these specific terms. These terms and conditions relating to the processing of personal data shall govern in the event of any conflict between these special terms and the general terms and conditions.

Your compliance with these Terms of Use is a condition to your use of the Site. If you do not agree to be bound by the Terms of Use, promptly exit this Site. Please also see our Privacy Policy for a description of our privacy practices and policies.

Definitions

Any information pertaining to a named or identifiable natural person or to any other personal data mentioned in the GDPR [679/2016] is considered personal data.

A natural or legal person, public authority, agency, or other entity that processes personal data on behalf of the controller is referred to as a "controller."

Processing refers to any action or series of actions that the Company takes on behalf of the Client in accordance with the parties' agreement, whether or not those actions involve the use of automated technology. It also refers to any other processing of personal data covered by the GDPR.

Controller means a natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of processing of personal data, or to any other Controller referred to in the GDPR.

GDPR means the General Data Protection Regulation [679/2016] of the European Union (also referred to herein as "data protection legislation"), any other applicable data protection provisions, and any regulations and instructions issued by the data protection authorities. Each Party warrants that it shall follow and bear the applicable responsibilities under the GDPR, as a data controller and data processor.

General Rights and Responsibilities in the Processing of Personal Data

We aim to keep our Clients informed on the detailed processing of their personal data, by describing:

- a. The nature and purpose of such processing;
- b. The type of personal data and categories of data subjects;
- c. The applicable data protection measures used by the Company;
- d. The Client's rights and responsibilities;
- e. The object and duration of the personal data processing under the Agreement;

The Company hereby affirms that it will process personal data in accordance with the parties' agreement, applicable data protection laws (GDPR 679/2016), and any written instructions the Client provided to the Company (if any). The Company shall promptly tell the Client without delay if it believes that the data subject's instructions violate the data protection regulations.

As the Controller, the Client is responsible for taking the necessary steps to verify that the Company's processing of the personal data it will receive complies with data protection laws.

As the Controller, the Client shall take the necessary measures to ensure that the processing of personal data to be transferred to the Company complies with the data protection legislation.

At the Client's request, and unless any legal obligations require the personal data to be kept, the Company shall provide the Client with all information needed to fulfill his/her individual rights, any access rights, or to comply with the data protection supervisory authority's requirements or instructions. The Company shall inform the Client of all requirements and inquiries made by the data subject, authorities or any other entity. The Company has the right to invoice the Client for the tasks specified in the Agreement signed between the parties.

Disclaimer of Warranties

1. **THE COMPANY IS NOT RESPONSIBLE FOR THE ACTIONS OR OMISSIONS. THE COMPANY DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED, AVAILABLE OR ERROR-FREE, OR THAT DEFECTS OR ERRORS IN THE SITE WILL BE CORRECTED.**

2. **THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT.**
3. **WE DO NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY INFORMATION OBTAINED THROUGH THE SITE.**
4. **YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, SITE-RELATED SERVICES, CONTENT, AND LINKED WEBSITES.**

Audits

In order to determine whether the Company and its subcontractors are complying with the requirements set forth in these special terms and conditions for the processing of personal data, the Client or an auditor appointed by the Client have the right to audit whether the Company fulfills its obligations related to such processing.

The Company guarantees the Client's ability to audit the Company's subcontractors in accordance with his or her legal rights under the data protection laws.

Any audits carried out by the Client shall not limit the Company's or its subcontractors' obligations and liabilities under the agreement or these specific terms and conditions. The costs of the audit are shared by all parties to the Agreement.

Data Security

The Company shall implement reasonable technical and organizational safeguards to protect the Client's data, prevent unauthorized or unlawful processing of personal data, and guard against accidental loss, change, destruction, or damage to personal data, including Secure Sockets Layer (SSL) software that encrypts data you input and Panda's costume encryption algorithm (Panda's IP), based on AES, MDS, and Rijndael.

If the Company has any cause to believe that data security has been compromised, the Company shall promptly and in writing notify the Client of any suspected data security breaches involving personal data.

The Company shall further verify that all individuals processing personal data have obtained the data subject's written consent and that all data is only handled in connection with the obligations outlined in the parties' signed agreement.

All data security infractions must be documented by the company, including the facts surrounding the violation, its consequences, and the corrective action taken.

Where Personal Data Are Located

The Company shall be permitted to transmit personal data freely within the European Union or the European Economic Area in order to perform the necessary services, subject to receiving a signed Consent Form from the data subject.

Each party to the Agreement should, on its own behalf, ensure that the processing of personal data complies with applicable data protection laws if personal data is processed outside the European Union.

Use of Third Party Subcontractors

The Company is allowed to subcontract the processing of personal data to another data processor, unless otherwise specified in writing. The Company will provide the Client with written notice of the subcontractor(s) it uses upon the Client's written request. The following terms and conditions are relevant when the Company utilizes a subcontractor to process personal data:

The assignment is subject to a formal agreement that:

- a. governs the assignment;
- b. obliges the subcontractor to satisfy the obligations and commitments that apply to the Company under this Agreement and the GDPR. By doing this, the Client also grants the Subcontractor the same rights that the Client has with respect to the Company.

The Company shall give the Client prompt written notice of any changes to, or the hiring of new, subcontractors involved in the processing of personal data. The Company may terminate the Agreement with 30 days' notice if the Client does not consent to the engagement of new subcontractors or a change in existing subcontractors.

Returning and deleting personal information

Unless the Client expressly asks it, the Company shall not erase any personal data processed on behalf of the Client during the term of the Agreement. However, it should be noted that occasionally the Company may need to keep the personal information of data subjects in order to comply with legal requirements, settle disputes, or enforce agreements.

Upon termination of the agreement, the Company shall, at the request of the Client, either delete any personal data handled on the Client's behalf or return it to the Client and destroy all copies of it, unless the retention of the data is mandated by law or another regulatory body. After the agreement expires, the Company shall delete all copies of the personal data processed on

behalf of the Client if the Client does not request its deletion or return. If the Client does not request its deletion or return, the Company shall retain the personal data processed on behalf of the Client for the duration of the legal requirement.

Liability

A party that violates these terms or the GDPR is responsible for covering the losses and expenses incurred by the other party as a result of that violation, including but not limited to any fines that may be assessed under the GDPR.