



**daktela**

**Daktela s.r.o.**  
Vinohradská 2828/151  
130 00 Praha 3 - Žižkov  
[www.daktela.cz](http://www.daktela.cz)

+38 1114180205

[daktela@daktela.rs](mailto:daktela@daktela.rs)



**Daktela RS**  
Bulevar Milutina Milankovića 9ž  
Belgrade  
Serbia  
[www.daktela.rs](http://www.daktela.rs)

# DATA PROCESSING TERM

## PART A – CONDITIONS FOR PERSONAL DATA PROCESSING

### 1. INTRODUCTORY PROVISIONS

- 1.1 **General provisions.** Daktela and the Customer have agreed on the basis of the Service Agreement (hereinafter as the "**Agreement**") to provide the Services according to the product specification, which is an annex to the Agreement. These terms for the processing of Personal Data (hereinafter as the "**Processing Terms**") are attached as Annex B to the terms and conditions of the Contract (hereinafter as the "**Terms**"). 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 **Processing of Personal Data as a processor.** As Daktela may process Personal Data on behalf of the Customer on the basis of the provision of the Services ordered by the Customer in accordance with the product specification, Daktela acts as a processor of Personal Data in relation to the Customer. Thus, the following Processing Terms are an integral part of the Agreement within the meaning of Article 28 (3) of 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 within the meaning of Act No. 110/2019 Coll., on the processing of personal data.
- 1.3 **Authorisation to process Personal Data.** The Customer hereby authorizes Daktela 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. Daktela will process Personal Data for the Customer based on the Customer's instructions and to the extent necessary for the proper performance of Daktela's obligations under the Agreement.
- 1.4 **Range Personal Data processed.** Range of Personal Data processed will correspond to the Services selected by the Customer within the product specification under the Agreement and within the Annex to the Agreement "*Types of Personal Data Processed*".
- 1.5 **Customer responsibility.** 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.). Daktela will assist the Customer in fulfilling these obligations. However, in Daktela is not responsible at any way for the accuracy and legality of the activities carried out by the Customer.



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

- 2.1 **Subject matter of processing and type of Personal Data.** The subject matter of the processing will be the Personal Data listed in the Annex to the Agreement "*Types of Personal Data Processed*", in which the Customer has specified what Personal Data it will provide to Daktela (hereinafter as "**Personal Data**"). In the event that there is no actual transfer of Personal Data and authorization, Daktela shall not be obliged to enforce the transfer of such data in any way and it shall be the Customer's responsibility to prove that the transfer of Personal Data and authorization for processing actually occurred.
- 2.2 **Special Categories of Personal Data.** If the Customer indicates in clause 10 in the Annex to the Agreement "*Types of Personal Data Processed*" that special categories of Personal Data within the meaning of Article 9 of GDPR will also be transferred, the Customer undertakes that it has the relevant legality and exemption for their processing according to Article 9 of GDPR. Daktela shall in no way be responsible for providing enhanced security or fulfilling specific obligations in relation to such Personal Data.
- 2.3 **Change in the extent of Personal Data processed.** In the event that the extent of the Personal Data changes, the Customer is obliged to send Daktela by email a newly filled in and signed "*Types of Personal Data Processed*" document.
- 2.4 **Categories of data subjects.** Personal data will be processed about data subjects, the categorization of which is set out in the Annex to the Agreement "*Types of personal data processed*". In addition, Personal Data may also be processed about other persons about whom the Customer has provided Personal Data to Daktela and whose Personal Data has been recorded or will be provided or otherwise processed in accordance with the provision of the Services.

## 3. NATURE AND PURPOSE OF PROCESSING

- 3.1 **Nature of the processing of Personal Data.** Daktela will process Personal Data in an automated, electronic manner, whereby the processing will consist of storing the Personal Data, backup, accessing the Personal Data as part of the provision of the Services, linking it to third-party systems on the basis of the Customer's instructions and other activities which by their nature correspond to the provision of the Services.
- 3.2 **Related legislation.** The Customer declares that he/she will not use the Daktela Services to send commercial communications that are in violation of Section 7 of Act No. 480/2004 Coll., on certain information society services, nor to send telemarketing communications that are in violation of Act No. 127/2005 Coll., on electronic communications, or to engage in other activities that are in violation of the legislation. Daktela shall be entitled to refuse to provide the Service without any compensation if any regulations are violated. In the event that an inspection is initiated by supervisory authorities in these areas, the Customer undertakes to provide Daktela with all necessary cooperation. In the event that Daktela is sanctioned, or any compensation is claimed against Daktela by data subjects or other entities in connection with a breach of the obligations under this Article or the particular legislation, the Customer undertakes to compensate Daktela for any damages incurred, upon written demand by Daktela.
- 3.3 **Purpose of processing.** The purpose of the processing is to make the Services available for the provision of cloud-based contact centre software, to enable the use of individual functionalities and to ensure the availability of the software within the framework of the Services provided. Other processing purposes may arise from the scope of provision of the Services according to the concluded Agreement and the Terms.



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#### **4. PROCESSING TIME**

- 4.1 **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 Daktela, in connection with the performance of the Agreement. Daktela 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.
- 4.2 **Determination of the duration of the processing of Personal Data.** The Customer expressly acknowledges that the retention period for all Personal Data in the provision of the Services is determined by the Customer, and Daktela does not ascertain or determine the retention period, which is in accordance with the legislation.
- 4.3 **Operational and location data.** Daktela expressly declares that in the event that it provides Services within the extent of Act No. 127/2005 Coll., on Electronic Communications, as amended, it shall, in accordance with Section 97 (3) of the Act, and to the extent specified in Section 97 of the Act, retain for a period of 6 months the traffic and location data generated or processed in the provision of its public communications networks and in the provision of its publicly available electronic communications services.

#### **5. OTHER RIGHTS AND OBLIGATIONS OF DAKTELA**

- 5.1 **Summary of obligations.** In processing Personal Data, Daktela 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 Daktela'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 Daktela is subject, in which case Daktela 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 Daktela;



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- f) in accordance with the Customer's decision and in accordance with Article 12.3 of the Terms, 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; Specific rules for the handling of Personal Data after the termination of the Agreement are set out in Article 5.2 of the Processing Terms;
- 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 5.3 and 5.4 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.

**5.2 Termination of cooperation and export of Personal Data.** In the event that the Agreement is terminated, Daktela will allow the Customer to export the Personal Data in the format specified by Daktela, directly through the functionalities of the software provided by Daktela. The Customer and Daktela may agree to provide additional services to the extent of Daktela's provision of the export of Personal Data. However, such service will be charged in excess of the Services provided under the Agreement. If the Customer does not request the export of the Personal Data within 30 days of the termination of the Contract, the Personal Data will be placed in a so-called quarantine facility where it will be stored for a period of 6 months from the termination of the Agreement. Within this period, the Customer may request Daktela to export the Personal Data for a fee. After 6 months from termination of the Agreement, Daktela will delete the Personal Data.

**5.3 Audits.** The Customer shall send any request for an audit (check) exclusively to Daktela's e-mail address [daktela@daktela.com](mailto:daktela@daktela.com). Upon receipt of an audit request, Daktela and 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, Daktela shall determine the terms of the audit.

**5.4 Auditor.** Daktela may object in the written form to any auditor (authorised person) appointed by the Customer if, in Daktela's opinion, the auditor is not sufficiently qualified, is not independent, is in a competitive position with Daktela or is otherwise manifestly unsuitable. Following an objection, the Customer shall be obliged to appoint another auditor or to carry out the audit itself.

**5.5 Requests from data subjects.** Daktela undertakes, in the event of receipt of any request from a third party (in which Daktela 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.

**5.6 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 Services provided, Daktela may use additional processors, a list of which is available at the following web address: [www.daktela.com/legal](http://www.daktela.com/legal). The Customer is obliged to check that the listed additional processors are up-to-date at the link provided above.



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- 5.7 **Objections to involvement of other processors.** Daktela shall inform the Customer in written form about the involvement of the additional processor before the involvement of the additional processor (for example, by referring to the amendment to the list of additional processors pursuant to Article 5.6 of the Processing Terms at the above-mentioned web address), 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, Daktela will engage the additional processor. If the Customer objects, Daktela 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 not provide the part of the Service to which the additional processor is linked, without being in default or in breach of any obligation.
- 5.8 **Obligation to other processors.** If Daktela 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 Daktela, in particular to implement appropriate technical and organisational measures.
- 5.9 **Costs related to the performance of the Processing Terms.** Unless otherwise agreed in written form between Daktela and the Customer, Daktela and the Customer shall bear their own costs associated with the performance of the Processing Terms, the handling of any request from the Customer, the provision of assistance under the Processing Terms or the performance of an audit, up to a maximum of 0.5 MD. If this amount is exceeded by Daktela, Daktela shall be entitled to bill the Customer for such additional costs at the rate set out in the product specification attached to the Agreement for Support Works (business hours) and Support Works (out of business hours).
- 6. SECURITY OF PERSONAL DATA**
- 6.1 **Obligation to secure Personal Data.** Daktela 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.
- 6.2 **Specific measures.** In particular, Daktela 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) other measures as set out in Part B of the Processing Terms.



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- 6.3 **Security incidents.** If Daktela 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. Daktela 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 6.3 of the Processing Terms.
- 6.4 **Confidentiality after termination of the Agreement.** In the event of termination of the Agreement, Daktela, or its employees, or authorised third parties who have come into contact with the Personal Data, are not exempted from confidentiality. In such a case, the obligation of confidentiality shall continue after the termination of the Agreement, irrespective of the duration of the relationship of those persons with Daktela.
- 6.5 **Unlawful instructions.** In the event that the Customer instructs Daktela or uses the Services in such a way that a breach of obligations under the GDPR or other legislation occurs, and Daktela is sanctioned by a supervisory authority or other regulatory body on the basis of such instruction or use of the Services, or is required to compensate data subjects, the Customer agrees to compensate Daktela and pay for any damages incurred.
- 6.6 **Limitation of compensation.** In the event that Daktela is obliged to pay the Customer any compensation, this obligation shall be limited to the amount set out in Article 11.2 of the Terms.