

**DFVU d.o.o. Družba za posredništvo**, Liparjeva cesta 6A, 1234 Mengeš, Slovenia, registration number: 7193548000, VAT ID: SI 35983175, represented by its director, Simon Terbovšek (hereinafter: **Provider**),

and

**Subscriber of the CARTFOX service** (hereinafter: **Subscriber**),

(hereinafter collectively referred to as the **parties** and individually as the **party**),

enter into the following

# **Contract on Joint Management of Personal Data in Relation to the CARTFOX Service**

## **1. Introductory Provisions**

(1) This contract is concluded in respect of personal data of natural persons processed in the context of the CARTFOX service (hereinafter: **Cartfox**). The conclusion of this contract is a requirement for the use of Cartfox by the Subscriber.

(2) The Provider ensures the operation of Cartfox, and the Subscriber uses Cartfox for sending messages via SMS, instant messaging applications, and e-mail to individuals whose personal data are being processed within Cartfox (hereinafter: **individuals**).

(3) In view of the above, the parties process the same personal data and jointly determine the purposes and means of the processing. Pursuant to Article 26 of the 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: **GDPR**), the parties shall be deemed joint controllers of personal data.

(4) The subject of this contract is to define the mutual duties of the parties, in particular the duties to exercise the rights of individuals and to provide information to those individuals. The subject of this contract is

also the establishment of protocols for security incidents, as well as the regulation of contractual processing, the performance of audits, and the allocation of responsibilities between the contracting parties.

(5) The personal data of individuals, the purposes of the processing and legal bases for the processing are stated in the [CARTFOX Privacy and Personal Data Protection Policy](#) (hereinafter: **Privacy Policy**).

## **2. Subject of the Joint Management**

(1) The parties agree that the personal data subject to joint management under this contract are the personal data listed in section [A.](#) of the Privacy Policy in the context of the Cartfox service.

(2) The parties further agree and the Subscriber expressly acknowledges that joint management does not include personal data exported from Cartfox by the Subscriber. These personal data and their processing are the sole responsibility of the Subscriber.

(3) The personal data subject to joint management are stored on the servers of the Provider or their contractual processors.

(4) The following access regime to jointly managed personal data applies between the parties:

- the Provider shall have access to all personal data subject to joint management at all times;
- the Subscriber shall only have access to all personal data subject to joint management when the Subscriber chooses to export such personal data from Cartfox.

## **3. Ensuring Compliance**

(1) The parties are obligated to ensure that their activities comply with the legislation on the personal data protection at all times throughout the term of this contract.

(2) Each party shall designate a data protection officer within their company and shall provide the contact details of the data protection officer to the other party no later than 3 working days after the conclusion of this contract, and after any change regarding the data protection officer or their contact details.

(3) The persons referred to in paragraph 2 of this article are responsible for communications between the parties relating to the implementation of this contract.

#### **4. Providing the Content of This Contract to Individuals**

The parties shall make available to individuals an abstract of the contents of this contract, summarizing its key provisions (hereinafter: **abstract**), prepared by the Provider, by making the abstract publicly available and by keeping it publicly available and easily accessible throughout the term of this contract:

- the Provider on their website <https://app.cartfox.io>;
- the Subscriber on every website where the users of these websites receive messages via the Cartfox service.

#### **5. Providing Information from Articles 13 and 14 of the GDPR**

The parties agree to provide information referred to in Articles 13 and 14 of the GDPR to individuals in the following way:

- the Provider will have a publicly available and easily accessible Privacy Policy on their website <https://app.cartfox.io> throughout the term of this contract;
- the Subscriber will have published and easily accessible information about the Cartfox service, types of personal data processed, purposes of the processing, legal bases for the processing, and a link to the Privacy Policy on every website where the users of these websites receive messages via the Cartfox service.

#### **6. Liability**

(1) Should any of the parties process jointly managed personal data for purposes other than those set out in this contract, the party conducting such processing shall be solely liable for any consequences of such processing (including the recovery of any damages and the payment of any fines).

(2) Should any of the parties become aware of any irregularity on the part of the other party in the implementation of this contract, the party shall immediately bring such irregularity to the attention of the other party. The warning referred to in this paragraph must be in writing.

(3) Should the Subscriber fail to rectify the breach brought to their attention in accordance with the provision of paragraph 2 of this article within 8 days, the Provider shall have the right to restrict access to the personal data subject to joint management until the breach has been rectified.

(4) In any event, the liability of the Provider towards the Subscriber shall be limited to the amount actually paid by the Subscriber to the Provider in the 12 months preceding the occurrence of the damage.

## **7. Rights of Individuals**

(1) Individuals have rights in relation to the processing of personal data within Cartfox, which are further defined in the Privacy Policy.

(2) Individuals exercise their rights through requests they can make to any party. The parties undertake to keep each other informed of requests received, without undue delay.

(3) The parties agree to assist each other in the enforcement of requests of the individuals, in particular where the request of an individual is extensive. Each party shall provide assistance to the other party in the manner and to the extent most appropriate in each case.

(4) The assistance provided by the Provider to the Subscriber in the enforcement of requests of an individual shall be charged in accordance with the price list valid at the time, which is available on <https://app.cartfox.io/pricing>.

(5) Prior to the deletion of personal data subject to joint management, the Provider shall notify the Subscriber who shall have the possibility to object to such deletion where they consider that deletion or anonymization is not necessary.

## **8. Security Incidents**

(1) The parties agree that for the purposes of this contract, a security incident shall be deemed to be:

- loss or imminent loss of personal data;
- unauthorized processing of personal data;
- unauthorized disclosure or transfer of personal data;
- any other unlawful interference with personal data.

(2) In the event of a security incident, each party is obligated to notify the other party. The notification must include a description of the security incident and an identification of any consequences caused by the security incident.

(2) In the event of a security incident, each party is obligated to act in accordance with the law and to notify the Information Commissioner within 72 hours of the security incident and, where necessary, to notify the data subjects in respect of whom the security incident has occurred.

(3) Without prejudice to the time limits set in paragraph 2 of this article, the parties shall consult each other before notifying the Information Commissioner or the individuals concerned.

## **9. Final Provisions**

(1) This contract is concluded for an indefinite period. In any event, it shall terminate upon termination of the subscription relationship between the parties, irrespective of the reason for termination.

(2) This contract is concluded when the Subscriber confirms their acceptance of the contents of this contract in the process of concluding a subscription relationship with the Provider.

(3) The parties agree to settle any dispute arising out of this contract amicably. If this is not possible, the court having jurisdiction in the place of the Provider's registered office shall have jurisdiction.