CONDITIONS OF PERSONAL DATA PROCESSING

1. **PERSONAL DATA PROCESSING USING TEAMGATE PLATFORM AND SERVICES FOR BUSINESS**

1.1.   In case the Client (as defined in these Conditions below) starts using the Platform (as defined in these Conditions below), the rules of Personal Data processing, which are set out in these Conditions, shall be applicable.

1.2.   These Conditions is inseparable part of conditions of using the Platform (of relevant Agreement).

2. **Terms and definitions**

2.1.   In these Conditions, including preamble thereof, the terms in capital letters shall have the following meanings:

Data Controller or **Client** or **User** or **Holder**	means Client, i.e. the Subscriber, which, either alone or in association with others, establishes the purposes and measures of Client's Data (including Personal Data) processing and which is using the Platform.
Data Processor or **TEAMGATE**	means either Teamgate UAB, legal entity code 302902842, registered office at J. Jasinskio str. 16A, Vilnius, or TEAMGATE LTD, company number 9213116, registered office at 11 Cundy Road, London E16 3DJ, United Kingdom, which is authorized by the Data Controller to process Data to the extent specified in these Conditions.
Personal Data	means the personal data as defined in the Regulation, which form part of the Client's Data.
Data Subject	means a natural person whose Personal Data forms part of the Client's data.
Third Person	means a legal entity or a natural person, other than the Data Subject, the Data Controller, the Data Processor and persons directly authorized by the Data Controller or the Data Processor to process the Personal Data.
Measures	means the technical and organizational measures applied by the Data Processor to protect the Data from accidental or unlawful destruction, alteration, disclosure, and any other illegal processing thereof. Relevant list of these measures is presented on the www.teamgate.com/ website[1].
Platform	means online CRM application provided by TEAMGATE and the underlying servers and software used to provide such application. Use of Platform means using the Platform under Subscription and / or the Services delivered under the applicable SOWs, as they defined in the Agreement.
Regulation or **GDPR**	means 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 (General Data Protection Regulation).

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[1] Security measure:
https://www.teamgate.com/teamgate-applies-organizational-and-technical-security-measures/

Conditions	means these conditions of the Personal Data processing.
Contract	means Agreement between the Data Processor and the Data Controller on using the Platform, irrespective of form and method of conclusion.
Party	means the Data Controller or the Data Processor.
Parties	means both the Data Controller and the Data Processor.

2.2. The other definitions used in these Conditions are in accordance with the definitions given in the Regulation as well as the terms set out in the Agreement.

3. Subject matter

3.1. Taking into account that use of the Platform provided by TEAMGATE pursuant to the Agreement includes storage of Client's Data, and Client's Data may include the Personal Data, these Conditions establish rights and obligations of the Parties as regards to the processing of the Personal Data as required by the Regulation.

3.2. The Data Processor must carry out the Personal Data processing exclusively in line with the lawful instructions provided by the Data Controller (including those instructions, which are provided through the Helpdesk Information System). The Data Processor shall immediately inform the Data Controller if, in its opinion, the instructions are contrary to the Regulation or other applicable legislation.

3.3. For the sake of clarity, the Parties confirm that the provisions of these Conditions do not apply to the Personal Data that is being processed by TEAMGATE acting as a data controller itself.

4. Scope and purpose of processing

4.1. The processing of Personal Data for the purposes of the Agreement and these Conditions covers only these processing operations: Client's Data storage, backups storage, recovery, import / export of data, deletion / destruction.

4.2. The purpose of the processing operations carried out by the Data Processor is to ensure proper provision of the Platform under the Agreement.

4.3. The following groups of the Data Subjects whose Personal Data may be included in the Client's Data: Client's employees, employees of the Client's clients – legal entities, Client's clients – natural persons.

The Personal Data of the Data Subjects that may be included in the Client's Data: name, surname, address, telephone number, e-mail.

Taking into account that Client itself can establish and anytime include or erase other data in the scope of the data managed by the Platform, the list specified above is non-exhaustive, but the data of special categories will not be involved in the list.

4.4. The Data Controller warrants that the Data Controller's processing of the Personal Data (including the use of the Data Processor's services) is and will be carried out in accordance with the requirements of the legal acts applicable as of the time of transfer of the Personal Data.

By starting and continuing using the Platform, the Data Controller confirms that conditions of the Personal Data processing established in these Conditions, are proper and acceptable for it

to ensure an adequate level of the Personal Data protection, appropriate to the processing carried out by it (its nature), the risks involved, the nature, scope, context and purposes of the Personal Data.

5.   Time limit

5.1.   Processing of the Personal Data carried out by the Data Processor may continue as long as the Client is using the Platform.

5.2.   In the event that the Data Processor is required by the applicable legal acts to carry out the processing operations provided for in these Conditions even after at the end of using the Platform by the Client, the provision referred to hereinabove shall not apply to the extent and for the period during which the Data Processor is required to comply with the statutory obligation.

6.   Confidentiality and Measures

6.1.   The Data Processor shall be responsible for maintaining confidentiality and security of the Personal Data being processed, from the moment the Client starts using the Platform or from the moment separately specified in the Agreement. This provision does not apply in cases where the Data Processor is required to disclose the Personal Data when complying with statutory obligations.

6.2.   The Data Processor shall ensure that all persons involved in the processing of the Client's Data are bound by the obligation of confidentiality or subject to the applicable statutory obligation of confidentiality.

6.3.   Upon separate Data Controller's instruction and if the law does not impose any obligation to the contrary on the Data Processor, the Data Processor must securely and irreversibly destroy the Personal Data being processed as well as copies thereof. This should be done under the procedure / method established in the Agreement.

6.4.   The Data Processor applies only Measures to ensure the security, integrity, irreplaceability of Client's Data (including Personal Data).

6.5.   The Measures are not specific to the Data Controller, but are standardized and applied equally to all the Data Processor's services of the same kind, as well as to Clients who use the Platform. The Data Controller confirms that such Measures are sufficient and appropriate for it to ensure an adequate level of Personal Data protection, appropriate to the processing carried out by it (its nature), the risks involved, the nature, scope, context and purposes of the Personal Data.

6.6.   The Data Processor may, at its discretion, modify / update the Measures without notifying the Data Controller individually. Such modification or updating may not result in a lower level of protection than provided by the Measures at the time of the conclusion of these Conditions.

6.7.   Implementation of any additional or individual technical organizational measures, not covered by the Measures, is not possible and is not performed.

7.   Provision of information and auditing

7.1.   The Data Processor will provide the Data Controller with the information necessary to demonstrate how the Data Processor's obligations under these Conditions are being performed. Such information shall be provided within a reasonable period agreed by the Parties.

7.2. The Data Processor will provide the opportunity and conditions for the Data Controller to regularly (no more often than once a year) inspect (perform an audit), at the time agreed between the Parties and at the Data Controller's expense, compliance with the requirements established in these Conditions. The scope and conditions for such an inspection (audit) will be as follows:

(a) answers to questions submitted by the Data Controller in writing; and

(b) the possibility of interviewing the appropriate Data Processor's officer at the Data Processor's premises.

7.3. The Data Controller may invoke a third party – an independent auditor, to perform such inspection, if such a party is not a direct competitor to the Data Processor.

7.4. The Data Processor will not give the Data Controller, or the third party invoked thereby, access to the Data Processor's systems and/or IT infrastructure used to provide the access to the Platform under the Agreement.

7.5. Any information obtained by the Data Controller in the course of such an audit must be strictly treated as confidential information, also such information shall be subject to the provisions of the Agreement on the protection of intellectual property.

7.6. The Parties agree that any provision of information and assistance in conducting audits may not interfere with the normal activities of the Data Processor and result in unreasonable costs for the Data Processor.

8. Assisting the Data Controller

8.1. Taking into account the Personal Data processing operations carried out by the Data Processor, the scope and nature thereof, the Data Processor:

8.1.1. will provide to the Data Controller with assistance in fulfilling the Data Controller's obligation to respond to requests for access to the rights of the Data Subject as stipulated by the applicable legislations. Such assistance shall be limited to the Data Processor's obligation, upon receipt of the Data Subject's request (if the Data Controller is clearly identifiable from the request) for access to the rights inherent thereto, to forward the request to the Data Controller immediately. Accordingly, upon forwarding such a request, the Data Processor will be deemed to have duly fulfilled this obligation.

8.1.2. undertakes to cooperate with the Data Controller and provide the information and / or the documents requested by the Data Controller, which are required by the supervisory authority in the course of the Data Controller's inspection and which may be provided by the Data Processor.

8.1.3. upon receipt of any request or demand from public authorities, relating to the processing of the Personal Data, to the actions of the Data Processor under these Conditions or to the Personal Data, must immediately notify the Data Controller in writing, unless prescribed to the contrary by the applicable legislations.

8.1.4. the Data Processor undertakes to notify the Data Controller of a security breach only if such a breach is related to the Client's Data. The data security breach includes the cases of accidental or unauthorized access to and misappropriation of the Client's Data. In this case, the Data Processor will notify the Data Controller within a reasonable time, but no later than within 24 hours. According to the fact that the Data Processor will not have access to the individual Personal Data of the Data Subject, the obligation contained in this clause shall only cover the Data Processor's obligation to inform the Data Controller in the event of a specified security

breach. The fulfilment of the information obligation will not be considered an acknowledgement of violation of the obligations of the Data Processor under the Agreement or these Conditions.

8.1.5.　shall assist the Data Controller in fulfilling its obligations, regarding the data protection impact assessment and the prior consultations with the supervisory authority, by providing consultations or other assistance to the Data Controller.

8.2.　Any assistance under these Conditions, if not individually named / covered in the Agreement as a part of the use of the Platform thereunder or exceeding the obligations of TEAMGATE provided for in the Agreement, will be paid at the service rates currently applied by the Supplier at the time or at the rates indicated at the relevant TEAMGATE's website.

9.　Sub-processors

9.1.　During implementation of the Agreement and carrying out the Personal data processing operations will invoke the Third Persons, that provides services to the Data Processor, and Data Processor will change them without the prior consent of the Data Controller. Data Controller clearly agrees with it. Such data processors invoked by the Data Processor will ensure the compliance with the requirements imposed by these Conditions to the Data Processor as far as the Personal Data processing operations entrusted to them are concerned.

10.　Data transfer

10.1.　By agreement of the Parties, Client's data (including Personal Data) while using the Platform may be transferred to the third countries (i.e. not to EU Member States) by the Data Processor for processing, subject to the conditions established in this part, and separate Client's consent for this is not required.

10.2.　Data Processor informs that it uses the services by service providers, located in USA and Canada.

10.3.　Transfer to the service providers, located outside the EU Member States, is possible if a country in which this service provider located, ensures an adequate level protection or, if the Data Processor and such third person – service provider – conclude a relevant agreement according to standard data protection clauses.

10.4.　Transfer to the service providers, located in USA, has to comply with the *"the Privacy Shield Framework"*, adopted by the decision of the European Commission on 12 June 2016, and in that case, requirement of the standard data protection clauses is not applicable.

11.　Liability

11.1.　The Data Processor shall only be liable for the damages caused by the processing of the Personal Data, if it has not complied with the obligations imposed specifically on the data processors by the Regulation or if it has acted contrary to or in violation of the lawful instructions of the Data Controller (including violations of these Conditions). In this case, the Data Processor shall only be liable for the direct damage caused by the violation of the obligations imposed on the Data Processor. In any case, the terms and conditions for the arising of liability of the Data Processor (including limitations) set forth in the Agreement shall apply to the liability of the Data Processor.

11.2.　The Data Controller shall be liable for the damage incurred by the Data Processor as a result of the breach of these Conditions, the Agreement and / or requirements of legal acts of the Republic of Lithuania committed by the Data Controller.

12. Validity and expiry, transmitting

12.1. These Conditions are valid until the Data Controller uses the Platform.

12.2. These Conditions shall become applicable when the Data Controller starts using the Platform or separately from the moment specified in the Agreement.

12.3. Should any clause or provision of these Conditions be declared void, the remaining parts and provisions of these Conditions will remain in force in all respects.

12.4. The rights and / or obligations of a Party arising under these Conditions may not be assigned to the third persons without prior written consent of the other Party.

13. Changes

13.1. These Conditions may be changed, supplemented or otherwise modified unilaterally by the Data Processor by informing the Data Controller about any change, supplementation or modification of these Conditions under the procedure set out in the Agreement or by publishing it at www.teamgate.com/lt website. Such changes, supplementations or other modifications shall be deemed as inseparable part of the Agreement.

13.2. Use of the Platform by the Data Controller after changes, supplementations or modifications of these Conditions means that the Data Controller agrees with these changes, supplementations or other modifications.

14. Final provisions

14.1. These Conditions are drawn up and must be interpreted in accordance with the laws of the Republic of Lithuania.

14.2. The provisions of the Agreement apply to Parties' relations under these Conditions as much as it is compatible with the provisions of these Conditions.

14.3. The Parties agree that any dispute and/or claim arising out of this Conditions or in relation thereto, or arising out of the breach, termination or invalidity thereof will be resolved by negotiation. If the dispute is not resolved by negotiation, it will be settled in the courts of the Republic of Lithuania in accordance with the procedure established by the laws of the Republic of Lithuania, by determining the territorial jurisdiction according to the Data Processor's registered office as indicated in the public register.

14.4. All notices shall be provided in the manner and form established in the Agreement.

15. Version and date of entry into force of the Conditions:

Date: 18 November 2018

Version: V1