

Data Processing and Security Terms

The Customer (hereafter referred to as "Customer") and Parklio d.o.o, located at Stinice 12, 21000 Split, Croatia (hereafter referred to as "Parklio"), have entered into an agreement whereby Parklio may process Customer Data (as defined below) in providing services to the Customer.

Parklio and the Customer (individually referred to as a "party" and collectively as the "parties") agree to adhere to the following terms regarding the processing of Customer Data by Parklio, acting as a processor or service provider for the Customer.

1. Definitions

"Applicable Data Protection Laws" means all relevant laws, rules, regulations, and governmental requirements regarding the privacy, confidentiality, or security of Personal Data, subject to potential amendments or updates in the United Kingdom, United States, European Union, and Canada, including but not limited to:

- In the United Kingdom, the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 (GDPR);
- In the United States (US), the California Consumer Privacy Act (CCPA), and any other relevant federal and state data protection laws;

- In the European Union, the GDPR, as well as any additional or modified data protection laws of EU member states;
- In Canada, the Personal Information Protection and Electronic Documents Act (PIPEDA) and any applicable provincial data protection laws.

“GDPR means“, as applicable: (a) the EU GDPR; and/or (b) the UK GDPR.

“Non-European Data Protection Law“ means data protection or privacy laws in force outside the EEA, Switzerland, and the UK.

“CCPA” means the California Consumer Privacy Act, Cal. Civ. Code, including any amendments and any implementing regulations thereto that become effective on or after the Effective Date of this DPA.

“PIPEDA” means the Personal Information Protection and Electronic Documents Act (PIPEDA) in Canada.

“US Data Protection Laws” means federal and state laws relating to data protection, the Processing of Personal Data, privacy and/or data protection in force from time to time in the United States.

“EEA” means the European Economic Area.

“Services” means the services provided by Parklio to Customer under the Agreement.

“Customer Data” means the Personal Data processed by Parklio, on behalf of Customer or Customer Affiliate in connection with the provision of the Services.

“Affiliate” means an entity that, directly or indirectly, owns or controls, is owned or is controlled by, or is under common ownership or control with a Party and is a beneficiary of the Agreement.

“Data Subject” means a natural person whose Personal Data is Processed.

“Instruction” means any documented instruction, submitted by Controller to Processor, directing Processor to perform a specific action regarding Customer Data, including but not limited to the description of the Services to be provided by Processor under the Agreement.

“Personal Data” means any data or information that: (a) is linked or reasonably linkable to an identified or identifiable natural person; or (b) is otherwise “Personal Data,” “personal information,” “personally identifiable information,” or similarly defined data or information under Applicable Data Protection Laws.

“Processing” means any operation or set of operations that are performed on Personal Data or sets of Personal Data, whether or not by automated means. “Process”, “Processes” and “Processed” will be interpreted accordingly.

“Security Incident” means a breach of security or other event leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to (including unauthorized internal access to), Personal Data.

“Sub-processor” means an entity appointed by Processor to Process Personal Data on its behalf.

2. Role of the Parties

The Parties acknowledge and agree that:

2.1. For the purposes of the GDPR, Parklio acts as “processor” or “sub-processor” (as defined in the GDPR). Processor's function as processor or sub-processor will be determined by the function of Controller:

a) In general, Customer acts as a controller, Processor acts as a processor.

b) In certain cases, Customer acts as a processor on behalf of another controller, Processor acts as a sub-processor.

2.2. In compliance with US Data Protection Laws, Parklio functions as a “service provider” or “processor”, as relevant, fulfilling its responsibilities under the Agreement and this DPA.

2.3. Data Sharing with Exclusive Distributors:

For the purpose of providing requested services to the Customer, Parklio may share personal data of the Customer with its exclusive distributor(s). Such sharing is carried out under the strict premise of service provision, ensuring that the exclusive distributor(s) handle the personal data in accordance with the applicable data protection laws and under the guidance and limitations set forth in this DPA. This process is designed to facilitate the effective delivery of services to the Customer, adhering to both parties' commitment to data protection and privacy standards.

3. Duration

Regardless of whether the Agreement has terminated or expired, these Terms will remain in effect until, and automatically expire when Parklio deletes all Customer Data as described in these Terms.

4. Processing of Data

4.1. The agreement outlines the specifics of data processing, including the subject matter, nature and purpose of the processing, categories of personal data, and data subjects. Parklio gathers personal information that customers choose to provide when inquiring about Parklio products, solutions, or software, showing interest in receiving information about Parklio or its products and services, participating in activities on the services, or contacting Parklio.

4.2. Customer Data will only be processed on behalf of and under the instructions of Customer and in accordance with Applicable Data Protection Laws. The agreement and this DPA shall be customer's Instructions for the processing of Customer Data.

4.3. If Customer's instructions will cause Parklio to process Personal Data in violation of applicable law or outside the scope of the Agreement or the DPA, Parklio shall promptly inform Customer thereof, unless prohibited by applicable law (without prejudice to the SCCs).

4.4. Parklio may store and process Personal Data anywhere Parklio or its sub-processors maintain facilities, subject to Clause 6 of this DPA.

4.5. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU-approved standard contractual clauses for the transfer of personal data.

5. Processor Personnel

Parklio shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Customer Data, ensuring in each case that access is strictly limited to those individuals who need to know/access the relevant Customer Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

6. Sub-processors

6.1. The customer grants Parklio general authorization to engage sub-processors.

6.2. Parklio shall (i) enter into a written agreement with each sub-processor imposing data protection obligations no less protective of Personal Data than Parklio's obligations under this DPA to the extent applicable to the nature of the services provided by such sub-processor; and (ii) remain liable for each sub-processor's compliance with the obligations under this DPA.

6.3. Parklio shall provide Customer with at least fifteen (15) days' notice of any proposed changes to the sub-processors it uses to process Customer Data (including any addition or replacement of any sub-processors). Customer may object to Parklio's use of a new sub-processor (including when exercising its right to object under Clause 9(a) of the SCCs) by providing Parklio with written notice of the objection within ten (10) days after Parklio has provided notice to Customer of such proposed change (an "Objection"). In the event Customer objects to Parklio's use of a new sub-processor, Customer and Parklio will work together in good faith to find a mutually acceptable resolution to address such objection. If the parties are unable to reach a mutually acceptable resolution within a reasonable timeframe, either party may, as its sole and exclusive remedy, terminate the Agreement by providing written notice to the other party. During any such objection period, Parklio may suspend the affected portion of the services.

7. Data Subject Rights Requests

7.1. As between the Parties, Customer shall have sole discretion and responsibility in responding to the rights asserted by any individual in relation to Customer Data ("Data Subject Request").

7.2. Parklio will forward to Customer without undue delay any Data Subject Request received by Parklio or any sub-processor from an individual in relation to their Customer Personal Data and may advise the individual to submit their request directly to Customer.

7.3. Parklio will (considering the nature of the processing of Customer Data) provide Customer with functionality through the Services or other reasonable assistance as necessary for Customer to fulfill its obligation under applicable law to respond to Data Subject Requests.

8. Security and Audits

Security Due Diligence

8.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Parklio shall in relation to the Customer Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

Audit Rights

8.2. Parklio shall respond to all reasonable requests for information made by Customer to confirm Parklio's compliance with this DPA, industry-standard security practices, and allow for and contribute to audits, including inspections by Customer to assess compliance with this DPA, by making additional information available regarding its information security program upon Customer's written request to gdpr@parklio.com.

9. Security incidents

9.1. Parklio shall notify Customer in writing without undue delay after becoming aware of any Security Incident (but in no event later than 48 hours after becoming aware of such Security Incident), and reasonably cooperate in any obligation of Customer under Applicable Data Protection Laws to make any notifications, such as to individuals or supervisory authorities.

9.2. Parklio shall cooperate with the Customer and take reasonable commercial steps as directed by Customer to assist in the investigation, mitigation, and remediation of each such Personal Data Breach.

10. Deletion or return of Customer Personal Data

Parklio. shall, within 90 days of the date of termination or expiry of the Agreement, (a) if requested to do so by Customer within that period, return a copy of all Customer Data or provide self-service functionality allowing Customer to do the same; and (b) delete and use all reasonable efforts to procure the deletion of all other copies of Customer Data processed by Parklio or any sub-processors.

11. Contract period

This DPA will commence on the Effective Date and, notwithstanding any termination of the Agreement, will remain in effect until, and automatically expire upon, Parklio's deletion of all Customer Data as described in this DPA.

12. Notices

All notices and communication given under this Agreement must be made in writing either sent by post to Parklio d.o.o, Stinice 12, 21000 Split, Croatia or by e-mail to the gdpr@parklio.com.

13. Governing Law and Jurisdiction

To the extent Parklio Processes Customer's Data originating from and protected by Data protection Laws in the following Jurisdictions EU, UK, US, and Canada Data Protection Laws. In the event of any conflict or ambiguity between the Jurisdiction-Specific Terms and any other terms of this DPA, the applicable Jurisdiction-Specific Terms will take precedence, but only to the extent of the Jurisdiction-Specific Terms' applicability to Parklio.

14. Limitation of Liability

Notwithstanding anything to the contrary in the Agreement or this DPA, each party's entire liability, taken in the aggregate, arising out of or relating to this DPA, the Standard Contractual Clauses, and any other data protection agreements or security addendum signed by the parties in connection with the Agreement (if any), whether in contract, tort, or under any other theory of liability, will be subject to the exclusions and limitations on liability section in the Agreement, and any reference in such section to the liability of a party means the total aggregate liability of that party under the Agreement, and this DPA.



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