

# Terms and Conditions

## 1. INTRODUCTORY PROVISIONS

- 1.1. These Terms and Conditions (hereinafter also "**Terms**") of SCAUT, s.r.o., with registered office at Inovační 122, Hodkovice, 252 41 Zlatníky-Hodkovice, ID No.: 09296182, registered in the Commercial Register at the Municipal Court in Prague under file No. C 333927 (hereinafter also "**Supplier**") regulate the mutual rights and obligations of the Supplier and the user in providing screening services on the website <https://scout.com> (hereinafter also "**Website**").
- 1.2. The user is obliged to confirm his/her acquaintance and consent to these Terms and Conditions and other required documents before starting to use the services. By checking the appropriate box of consent to these Terms and Conditions, the user enters into a Master Service Agreement with the Supplier, of which these Terms and Conditions form an integral part (together with other attachments, the "**Agreement**"). If another person (for example, an employee or other representative) confirms consent to the Terms and Conditions on behalf of the user, that person declares that he or she is authorized to enter into the Agreement on behalf of the user.
- 1.3. Unless the parties agree otherwise, all orders for the Supplier's services shall be governed by the Agreement, regardless of how they are placed.
- 1.4. In the event of a conflict between the purchase order and the Agreement, the purchase order shall prevail. In the event of a conflict between the individual documents constituting the Agreement, these Terms shall prevail.

## 2. TERMS OF USE OF THE APPLICATION

- 2.1. For electronic ordering of services, it is necessary to create a user account in the SCAUT application operated by the Supplier on the Website (hereinafter also referred to as the "**Application**") by completing and submitting the relevant registration form. When creating a user account, the user is obliged to provide correctly and truthfully all the required information.
- 2.2. Only one person can use each user account. If a user intends to make his/her account on the Application available to other persons, such as his/her employees or candidates, he/she may create child user accounts for this purpose through his/her user account.
- 2.3. The user acknowledges that orders for services may be placed in the user's name and at the user's expense through the user's account and subordinate user accounts. The user is therefore obliged to:
  - a) keep the access data to the user account confidential and protect it from disclosure, publication and/or misuse by third parties,
  - b) ensure that only persons who are authorised to order services on behalf of the user have access to subordinate user accounts,
  - c) immediately deactivate the user accounts of persons who lose the authority to order services on behalf of the user,
  - d) take immediate action at your own risk, such as deactivating the user account (if possible) if the user account login credentials are lost or if the user suspects that they may have been stolen or misused.
- 2.4. The user is solely responsible for:
  - a) all data provided to the Supplier for processing, including its origin, content, and use,
  - b) all information, instructions, and materials provided by or on behalf of the user or any person using (subordinate) user accounts,
  - c) the security and use of access data, and
  - d) all access to the Application and use of the Services through its access credentials, including all results obtained from such access or use and all conclusions, decisions, and actions based thereon.
- 2.5. In particular, the user is responsible for all orders for services. The Supplier shall not be obliged to verify that the services are ordered on behalf of the user by a person who has the necessary

authorisation to do so. The Supplier shall not be liable for any damage caused to the user by unauthorised ordering of services or any breach of the Agreement caused by the user or through the user's user account or subordinate user account.

- 2.6. The user must not:
- a) disrupt the security measures of the Application or otherwise attack the Application, such as by inserting malware (computer viruses, Trojan horses, ransomware, etc.) or other harmful content or code into the Application, performing penetration or stress tests, corrupting, blocking, disrupting or overloading the Application (e.g. by scripting), or modifying, blocking or circumventing any process built into the Application,
  - b) remove or use any part of the Application (including any databases contained therein) or information obtained therefrom for the purpose of inserting such data into any other database ("screen scraping") and if the Supplier makes any API available to it, nor attempt to circumvent the mechanisms of the API made available to it,
  - c) use the Application to perform or share content that violates the Agreement or other conditions that apply to your use of the services, or if it would be unlawful, misleading, discriminatory, or fraudulent, violate the rights of others, including but not limited to their intellectual property rights, or could create a sense of danger (for example, language that threatens, may intimidate, exclude or silence someone), disrespect the dignity of others, harass or degrade, or could be considered unsolicited, inappropriate or harassing advertising, in particular offering products or services that are not related to the purpose of the Application,
  - d) copy or otherwise use the Supplier's trademarks or service marks,
  - e) disclose any false information about the Supplier or its services, as well as true information that is misleading under the circumstances of the disclosure,
  - f) disclose, share or resell login information obtained in connection with the Agreement,
  - g) use the Application in a manner other than in the usual way, in particular in a way that is not foreseen in the description of its functionalities on the Website or that could be detrimental to the Supplier or competitive with the Supplier; or
  - h) otherwise use the Application in violation of the law.
- 2.7. The user shall be liable for the breach of the Agreement by any person to whom he makes his user account available or to whom he creates a subordinate user account as if he had breached the Agreement himself.
- 2.8. For the proper functioning of the Application and the use of the Services, all devices used by the user in connection with the Application must be in working order and meet the current system requirements ([technical documentation](#)) listed on the Website. If the user fails to ensure that its devices meet these requirements, the Supplier cannot be in default of its obligations.
- 2.9. By creating a user account, the Supplier grants the user access to the Application and non-exclusive permission to use it to the extent necessary to order services and use the service outputs. user may not use the Application, grant permission to use the Application, or assign permission to use the Application in any manner other than as expressly permitted in these Terms.
- 2.10. All intellectual property rights (especially copyrights and special rights of the database provider) to the Application remain with the Supplier. The user does not acquire any intellectual property rights in the Application or any other materials submitted to the user.
- 2.11. The user will use the Application in "as a service" mode, i.e. access and use its functions only in the online environment. The user will not be provided with copies of the source code of the Application. The user is not entitled to obtain the source codes for the Application, nor may the user attempt to obtain, decompile, use to modify the Application, etc. in any way.
- 2.12. The Application is made up of the software that contains third-party components. Upon request, the Supplier can provide a list of components to the user.

### 3. SERVICE ORDERS

- 3.1. Services can be ordered by filling out the electronic order form in the Application and submitting it by pressing the "Pay Order" button. The user can check the data filled in the order form during the creation of the order until the time of its dispatch.

- 3.2. The supplier is not obliged to confirm the order. However, if the Supplier confirms the order, the Supplier will send an order confirmation to the user's email address provided when creating the user's account.
- 3.3. The service is provided and the Supplier's obligations under the order are fulfilled when the inspection is completed and the final report is made available to the user. The Supplier shall make the final report including the agreed documentation available via the Application.
- 3.4. Unless the parties expressly agree otherwise, the Supplier does not guarantee the user any term for the provision of the ordered services. However, the Supplier shall use commercially reasonable efforts to provide the ordered services no later than 30 days from the date of order.
- 3.5. If the Supplier is unable to provide the ordered services, for example, due to insufficient capacity, it will contact the user and make an offer to change the order, or the user may withdraw from the order. If the Supplier makes an offer to the user to change the order and the user does not comment on the offer to change even within 5 days of its delivery, the user agrees to the change. In such a case, the order shall be concluded in the wording of the proposed changes. If the user does not agree to the change and the Supplier has not yet commenced the provision of services, the user may withdraw from the order by written notice to the Supplier within 5 days of receipt of the offer. If the cancellation of the order under this paragraph occurs after payment of the price for the services ordered, the Supplier shall refund the price paid by transfer to the user's account from which the price was paid within 30 days of the cancellation of the order.
- 3.6. If a manifestly incorrect price is quoted within the Application or in the order proposal, the Supplier may proceed similarly as per the previous paragraph. A manifestly incorrect price shall be deemed to be, for example, where the price does not correspond to the usual price from other providers or where a digit is missing or missing.
- 3.7. The user acknowledges that it is no longer possible to change the data provided in the order after ordering the services. In particular, it is not possible to change the data required for the inspection.

#### 4. PAYMENT TERMS

- 4.1. When ordering the service, the user is obliged to choose one of the payment options:
  - a) Payment card. If the user chooses this option, he/she is obliged to pay the price for the service immediately after the order has been sent via the Stripe payment gateway. Payment instructions will be displayed to the user in the Application immediately after the order is submitted. The Supplier shall not be obliged to confirm the order and/or commence the provision of the Service until the user has paid the price. The Supplier will issue and send the invoice to the user's e-mail address provided when creating the user's account.
  - b) Payment credits. If the user selects this option, the user's credit balance will be reduced by the cost of the services ordered. The user can increase the credit balance by using the relevant functionality in the Application (currently in Settings - Credit and top-up - Top up credit). To top up the credit, the user must select the amount of credit, and the payment method and pay the relevant price by clicking on the "Top up credit" button. The credit will be increased by the Supplier, as a rule, immediately after payment of the price. The validity of the credit is limited to 2 years from the date of its increase. The Supplier is not obliged to refund the balance of the credit to the user in cash. In the event of termination of the Agreement for any reason, the Supplier shall not be obliged to refund the balance of credits to the user (the fact that the user has not used the full amount of credits shall not affect this) and the credit balance on the user's account shall cease without compensation.
- 4.2. The price for the provision of services is specified in the Application. The Supplier may change the prices from time to time. In the event of a change, the price stated in the Application at the time of ordering the service will apply.
- 4.3. Use of the payment gateway is subject to the Stripe payment service provider terms of use available at <https://stripe.com/legal/end-users>.
- 4.4. The user agrees that the Supplier will send invoices electronically to the user's e-mail address.
- 4.5. If the user falls into default in the payment of any amount due to the Supplier:

- a) the Supplier shall be entitled to contractual interest on late payment at the rate of 0.05% of the amount due for each day of delay,
- b) all deadlines for the performance of the Supplier's obligations shall be extended by the period of delay and the Supplier shall not be liable for any damage that may be caused to the user or other persons,
- c) The Supplier may suspend the provision of services (or not commence the provision of services) until all outstanding amounts due have been paid. This means, among other things, that the Supplier may block the user's access to the Services and suspend the user's user accounts. The Supplier shall not be liable for any harm that may be caused to the user or others by the exercise of this right.

4.6. Unless otherwise specified in a particular case, all prices are exclusive of VAT, which the Supplier will charge in accordance with the law and the user undertakes to pay in excess of the prices quoted.

## 5. PROTECTION OF CONFIDENTIAL INFORMATION

5.1. Confidential information is non-public information of a commercial, financial, technical, operational, or manufacturing nature, including trade secrets, and other non-public information that the parties should consider confidential by virtue of its content or the manner in which it is disclosed. This includes, in particular, information on employees, customers, and business partners, know-how, computer programs, principles of operation of computer programs, internal statistics, access data, and passwords, etc. Confidential information does not include information that is or becomes publicly known or available other than through the acts or omissions of the receiving party or was in the possession of the receiving party before the date of this Agreement.

5.2. The parties undertake to keep the other party's confidential information confidential. Confidential information of the other party may be used by a party only in accordance with these Terms and Conditions for the purpose of performing the Agreement. Except as necessary for the performance of the Agreement, a party shall not disclose to others or use (other than as permitted by these Conditions) the other party's Confidential Information.

5.3. The party may disclose the other party's Confidential Information to its employees, advisors, consultants, and contractors (self-employed persons working on a permanent basis with the Party), provided, however, that the party shall bind them to a duty of confidentiality at least to the extent required of the party by these Terms and Conditions and only to the extent necessary to fulfill their obligations for the purpose of the Agreement. However, any breach of confidentiality caused by persons to whom a party has disclosed confidential information shall be the responsibility of the party who disclosed the information to them.

5.4. The obligation of confidentiality under this article shall not apply where a party obtains the consent of the other party to disclose or publish its confidential information or where the obligation to disclose or publish the other party's confidential information arises from a legal provision or a decision of a public authority. Should it be necessary to disclose any confidential information to a third party (e.g. a court or an authority), the parties must inform each other in writing in advance, unless doing so would violate the law.

5.5. The obligation of confidentiality shall continue for the entire duration of the trade secret and, in relation to other confidential information, for a period of 5 years from the date of transmission of the information, unless the party discloses its specific confidential information earlier or the parties mutually waive the obligation of confidentiality.

## 6. COOPERATION AND OTHER OBLIGATIONS

6.1. The user declares that:

- a) is entitled to provide the Supplier with all information and hand over all documents to the Supplier for the purpose of providing the services and that their use by the Supplier or their provision or handing over to third parties will not violate the rights of third parties or legal regulations,
- b) informed the persons whose personal and other data will be transferred to the Supplier for the purpose of providing the Services of such transfer of data to the Supplier as a processor, obtained consent to such transfer of personal data, if necessary, and complied with other conditions relating to the processing of personal data by the Supplier; and

- c) inform the Supplier before the dispatch of the order of any facts that may be relevant to the Supplier's performance of its obligations under the Agreement,
  - d) ordering the Supplier's services for a legitimate purpose.
- 6.2. The user is obliged to provide the Supplier with maximum cooperation for the performance of the Agreement, at any time upon request and without undue delay. In particular, the user undertakes to:
- a) within 14 days of the request, provide accurate information about the candidate, grant the requested powers of attorney, provide official verification of documents and provide other documents and the access requested by the Supplier for the purpose of performing the Agreement; and
  - b) ensure the availability, participation, and active cooperation of qualified staff with sufficient knowledge of user requirements.
- 6.3. If the user fails to provide or ensure cooperation in accordance with this clause, the Supplier shall not be in default of the Agreement. All deadlines and time periods for the Supplier's performance shall be extended by the time the user is in default in providing the cooperation. If such delay continues for more than 10 days, the Supplier may terminate the provision of the services, in which case the price already paid for the provision of the services shall be forfeited without refund. The rights agreed in this paragraph do not exclude other rights of the Supplier under other provisions of the Terms and Conditions.
- 6.4. The user agrees not to develop, sell or otherwise make available to any third party (except as permitted by the Terms) any software or service that performs the same or substantially similar purpose, or has the same or substantially similar functionality, as the Supplier's services or software, in the territory of the European Union during the term of the Agreement and for a period of 2 years thereafter, and not to assist any other person in such activity.
- 6.5. Furthermore, the user undertakes not to incentivise or induce employees, directly or indirectly, on its own behalf or through a third party, in particular, a person forming a business grouping with the user such as an influential, controlling, influenced, controlled person or a person acting in concert (collectively, the "**Partners**"), during the provision of the services or for a period of 2 years after the provision of the services, without prior written agreement with the Supplier, cooperating contractors (in particular self-employed persons), members of elected bodies or other employees of the Supplier (collectively, "**Employees**") to terminate or reduce their cooperation with the Supplier or to commence work (including outside employment) for the user or Partner. In particular, the user undertakes that neither the user nor the Partner shall send a targeted job or similar offer to the Employee. Furthermore, the user undertakes to inform the Supplier that the user or the Partner is in negotiations with an Employee of the Supplier to establish a working or similar relationship immediately after such a situation arises.
- 6.6. If the user breaches any obligation under clause 6.4 or 6.5, the user shall pay the Supplier a contractual penalty of CZK 1,000,000 for each individual case of a breach. Neither the contractual penalty nor its payment shall deprive the Supplier of the right to full compensation. The contractual penalty is payable at the time of the breach of the relevant obligation.

## 7. COMPLAINTS

- 7.1. The Supplier undertakes to use commercially reasonable efforts to ensure that the Application is available at least 99% of the time in a calendar year. However, the availability of the Application depends on several factors, some of which are beyond the Supplier's control. Accordingly, the parties agree that the Application may be unavailable or access to its use may be impeded without this being considered a defect in performance on the part of the Supplier, particularly if such unavailability or impeded access is related to:
- a) Internet connection problems on the user's side
  - b) third party hosting services used to operate the Application
  - c) an outage or other problem with the service, software, hardware, network, or other matter that the Supplier has not procured for the user under the Agreement,
  - d) a planned outage or
  - e) of a force majeure event. The Parties shall consider any unforeseeable circumstances beyond their reasonable control to be a Force Majeure Event, including but not limited to

natural disasters, embargoes, strikes (including planned strikes), war, epidemics, and cyber-attacks (e.g. DDoS). In the event of a Force Majeure Event that prevents a Party from performing its obligations, the Party shall notify the other Party without undue delay, specifying the period of time during which it cannot perform its obligations. Failure to perform an obligation due to force majeure shall not constitute a material breach of the Agreement.

- 7.2. If the Supplier fails to provide the service to the user for a reason on the Supplier's side even within 90 days from the date of dispatch of the order, although the user has repeatedly notified the Supplier of such delay and provided the Supplier with a remedial period of at least 30 days, the user may withdraw from the Agreement. For the avoidance of doubt, the user shall not be entitled to the rights under this paragraph if the delay in the provision of the services is self-inflicted, even in part.
- 7.3. In the event of a defect or other problem in the Services, the user shall notify the Supplier of such problem. However, the user shall only have such rights from defective performance as are set out in this Article 7. No other rights of defective performance shall accrue to the user and are hereby expressly waived by the user.

## 8. LEGAL LIABILITY

- 8.1. The services are designed and offered as a general-purpose product and not for the specific purposes of any user. The services have only the content and functional features expressly stated by the Supplier on the Website, which the Supplier may change from time to time in light of developments and changes to the Services; if the Services do not have other features, this shall not be considered a defective performance. The Supplier does not warrant the accuracy or completeness of the output of the Services.
- 8.2. Neither party shall be liable to the other for indirect damages and losses. In particular, the user shall not be entitled to compensation for lost profits resulting from the Supplier's breach of the Agreement. The Supplier shall not be liable for loss, damage, or disclosure of data stored on the servers of the hosting service provider. The Supplier's obligation to compensate the user for damages shall be limited in aggregate to the amount corresponding to the price for the provision of services paid by the user to the Supplier in the 12 months preceding the event giving rise to the claim for such damages, or to the amount of CZK 2,000,000, whichever is lower. The user expressly waives the right to claim damages in excess of this amount.
- 8.3. The limitation of liability does not apply to damage caused intentionally or through gross negligence, damage caused to the natural rights of the other party, the obligation of the parties to pay the price for the provision of services, and the obligation to indemnify according to the following paragraph.
- 8.4. The user shall indemnify and hold Supplier and its affiliates, employees, and contractors harmless from and against any and all damages, penalties, fines, attorney's fees, and expenses in connection with any statement made by the user under the Terms that proves to be false or that user has otherwise violated the Agreement or the law.
- 8.5. The user undertakes to prevent any of the above claims from being brought against the Supplier. Furthermore, at the Supplier's request, the user undertakes to conduct out-of-court negotiations with a third party at his own expense and to defend the Supplier in any court, arbitration, or other proceedings against the above claims. The user shall not agree to any settlement of the above claims without first obtaining the Supplier's written consent.

## 9. PROCESSING OF PERSONAL DATA

- 9.1. An integral part of the Agreement is the Terms and Conditions of personal data processing, which form Annex 1 to the Terms and Conditions. [The Privacy Policy](#) is available on the Website.

## 10. TERMINATION OF THE AGREEMENT

- 10.1. Both the Agreement and the individual order can be terminated by withdrawal for a material breach caused by the other party. A material breach on the part of the user shall be understood as, in particular:
  - a) delay in payment of any amount billed by the Supplier for more than 10 days,
  - b) failure to provide assistance even within 14 days of its request by the Supplier,
  - c) use of the Services or Application in violation of the Terms,

- d) breach of any provision of clause 2 (terms of use), 5 (confidentiality), or 6.
- 10.2. In the event of withdrawal, the Supplier is entitled to choose whether to withdraw with effect from the beginning or at such other time as it may specify in the withdrawal.
- 10.3. The Supplier may terminate the Agreement or an individual order with immediate effect if the user becomes bankrupt or threatened with a bankruptcy within the meaning of the legislation in force at the date of termination, or if insolvency proceedings have been initiated against the user or the user enters into liquidation. The Supplier may terminate the Agreement or the order without giving any reason with a notice period of 1 month.
- 10.4. Unless the parties expressly agree otherwise, upon the termination of the Agreement:
  - a) the rights and licenses granted by the Supplier shall immediately terminate,
  - b) after 3 months, the Supplier may destroy and permanently delete all data and confidential information of the user,
  - c) the Supplier may deny the user access to the Services,
  - d) all prices which would have been payable had the Agreement remained in force until all ordered services have been provided shall become immediately due and payable and the user shall pay such prices together with all prices previously due but unpaid upon receipt of the Supplier's invoice.
- 10.5. Termination for any reason shall not affect rights and obligations which by their nature are intended to survive termination, in particular contractual penalties, limitations of liability, and the obligation to indemnify. Furthermore, unless the Terms and Conditions provide otherwise in a particular case, termination for any reason shall not affect the user's obligation to pay the price for all services already commenced by the Supplier and all other amounts billed (the parties agree to exclude the procedure under Section 2004, paragraph 2, sentence 2 of the Civil Code). Upon termination of the Agreement, the user shall immediately cease using the Application on its devices.

## 11. CHANGE THESE TERMS AND CONDITIONS

- 11.1. The Supplier shall be entitled to unilaterally amend these Conditions and other annexes forming part of the Agreement, in particular the Technical Documentation. The Supplier shall notify of any change by sending an e-mail to the user or via the Application. If the user does not reject the change within 10 days from the date of the notification by written notice sent to the Supplier, the user accepts the change. In the event that the user rejects the change within the above period, the existing Terms and Conditions shall remain in force and the Supplier may terminate the Agreement with a notice period ending on the last day of the above period during which the last agreed Terms and Conditions shall apply.

## 12. FINAL PROVISIONS

- 12.1. If any communication or other action requires a written form, the parties agree that an email message with a simple electronic signature will suffice. The parties shall communicate with each other in the English language. Communications or notices in other languages shall be disregarded.
- 12.2. The Agreement may be amended by written amendments agreed by both parties, either by signing a hard copy amendment or electronically with electronic signatures of both parties.
- 12.3. The Agreement, orders, and all legal relations arising from or related to them shall be governed exclusively by the laws of the Czech Republic to the exclusion of conflict of laws rules. Any disputes arising between the parties shall be exclusively decided by the courts of the Czech Republic having local jurisdiction according to the Supplier's registered office.
- 12.4. The invalidity, ineffectiveness, illegality, or unenforceability of any agreement of the parties shall not affect the remaining parts of the agreement. The parties agree to replace any invalid, ineffective, apparent, or unenforceable portion with a valid, effective, non-apparent, and enforceable portion of the same commercial and legal significance within 14 days of receipt of a request from the other party.
- 12.5. The parties exclude the application of any commercial practices within the meaning of Section 558(2) of Act No. 89/2012 Coll., the Civil Code, as amended, except those expressly agreed in the Agreement. The parties assume the risk of change of circumstances within the meaning of Article 1765(2) of the Civil Code. The user shall not be entitled to unilaterally assign the

Agreement, the Purchase Order, or any claim against the Supplier, nor to unilaterally set off any claim against any debt owed to the Supplier. Failure to exercise any right under any part of these Terms and Conditions shall not be deemed a waiver of such rights or established practice.

- 12.6. The Supplier shall be entitled to place the user's business name, logo, trademark, or any other trademark on its Website in the references section and use it as a reference in its tenders.
- 12.7. The Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior understandings of the parties with respect to the subject matter of the Agreement.
- 12.8. The Terms and Conditions include Annex 1 - Conditions for processing personal data



## CONDITIONS FOR PROCESSING PERSONAL DATA

### 1. INTRODUCTORY PROVISIONS

- 1.1. These terms and conditions for the processing of personal data (hereinafter also referred to as the "**Processing Terms**") are an integral part of the framework agreement for the provision of services concluded between the Supplier and the user.
- 1.2. Unless otherwise specified in these Processing Terms, terms used herein shall have the same meaning as set forth in the Agreement or the Terms.
- 1.3. While providing the services, the Supplier will process data about the user's employees, potential employees, or business partners as a personal data processor for the user, in which case the rules for processing personal data are set out in these Processing Terms.
- 1.4. Terms such as personal data, personal data controller, personal data processor, or personal data processing have the meanings set out in 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) (hereinafter also referred to as "**GDPR**").
- 1.5. The user warrants and confirms that, in accordance with data protection legislation, where it provides personal data to the Supplier, it informs its employees, potential employees, business partners, and others about the Supplier's handling of their personal data.

### 2. DATA PROCESSING TASKS AND GUIDELINES

- 2.1. In connection with the provision of services, the Supplier also provides the activities of searching, collecting, recording, and organizing personal data, storing them in the IT system, on data carriers. Furthermore, the Supplier shall manage and store personal data and ensure their backup, blocking, destruction, and access to persons designated by the user.
- 2.2. The user hereby expressly authorizes the Supplier to process personal data as a processor of personal data within the scope of and in accordance with the Processing Terms.
- 2.3. Both the user and the Supplier undertake to comply with their obligations under applicable laws and regulations that apply to the processing of personal data.
- 2.4. If the user acts as a processor of personal data, it is guaranteed that the relevant controller has approved its instructions and actions in relation to personal data, including the authorisation of the Supplier as an additional processor.
- 2.5. The Supplier will process personal data as a processor in accordance with the Processing Terms and based on other documented written instructions given by the user, which are related to the provision of services. An instruction given via the email address specified in the Agreement shall also be deemed to be a written instruction.

### 3. DURATION OF PROCESSING OF PERSONAL DATA

- 3.1. The Supplier will process personal data for the duration of the provision of services under the Agreement. However, the Supplier shall delete the personal data, including existing copies, within 30 days of the provision of the ordered services, unless otherwise agreed.

### 4. NATURE AND PURPOSE OF THE PROCESSING OF PERSONAL DATA

- 4.1. The Supplier processes personal data for the purpose of providing services to users, in particular for the purpose of screening selected persons and verifying the veracity and completeness of selected biographical data of employees or applicants for employment. The processing consists primarily of the activities referred to in Article 2.1 of the Processing Conditions and for other purposes for which the user authorises the Supplier.
- 4.2. Personal data will be processed electronically via the Application, or in paper form if necessary for the performance of the ordered services.

### 5. TYPES OF PERSONAL DATA

- 5.1. The following personal data will be the subject of processing under these Terms of Processing:

- a) identification data,
- b) personal identification number,
- c) contact details,
- d) details of documents/photocopies of documents,
- e) details of education /photocopy of proof of education,
- f) professional data,
- g) details of previous employment, contact details of previous employers,
- h) the information contained in the work assessment,
- i) references from previous employers,
- j) credit and debt-free records,
- k) criminal record /excerpt from the criminal record,
- l) entries on sanctions lists,
- m) records of debts owed to entities that are recorded in the banking/non-banking customer information register,
- n) records of tax arrears to the tax authorities,
- o) records of civil litigation for damages, etc.,
- p) records from the search records of the Police,
- q) Land Registry records,
- r) data obtained from publicly available sources,
- s) and other data provided by the user to the Supplier.

## 6. CATEGORIES OF DATA SUBJECTS

6.1. The personal data will relate to the following categories of data subjects:

- a) the user's employees,
- b) potential employees of the user (applicants for employment with the user),
- c) the user's business partners,
- d) other natural persons whose personal data the user submits to the Supplier for processing.

## 7. RIGHTS AND OBLIGATIONS OF THE PARTIES

7.1. The Supplier undertakes, in connection with the processing of personal data, to act as a personal data processor:

- a) if it becomes aware of a breach or threatened breach of security of personal data, accidental or unlawful destruction, loss, alteration or unauthorised disclosure or access to processed personal data, it shall immediately, but no later than 48 (forty-eight) hours, inform the user and describe as best as possible the security risk incurred or threatened, communicating appropriate measures to prevent or minimise the security breach and the Supplier shall assist in ensuring the necessary measures to minimise the damage;
- b) personal data will be secured in accordance with Article 8 of these Processing Terms;
- c) will only process personal data in accordance with these Processing Terms, the Agreement, or on the basis of other written instructions from the user;
- d) will assist the user in implementing and maintaining appropriate technical and organisational measures to secure personal data, in reporting personal data breaches to the supervisory authority or the data subject, in conducting data protection impact assessments and in prior consultations with the supervisory authority, but only to the extent necessary to the extent that we have access to the personal data; this assistance will be carried out in particular by complying with the security measures pursuant to Article 8 of these Processing Terms;

- e) shall provide the user with assistance through appropriate technical and organisational measures to enable it to fulfill its obligations to respond to requests to exercise the rights of the data subject;
  - f) at the user's request, within 30 (thirty) days at the latest, provide further cooperation necessary to demonstrate that the personal data are sufficiently secured in an organisational and technical manner.
- 7.2. If in the course of processing personal data, the Supplier receives a request from data subjects that relates to the personal data and purposes for which the Supplier acts as a personal data processor, the Supplier shall inform the data subject to contact the user directly with the request. The user shall be responsible for handling such request. The Supplier shall provide all necessary assistance for the processing of the data subjects' rights, but only to the extent of the personal data stored in the Service.
- 7.3. The user consents to the Supplier involving other processors in the processing of personal data. If the Supplier engages another processor in this way, it will ensure that it complies with the same data protection obligations as set out in these Processing Terms. The user expressly consents to the involvement:
- a) Screening Solutions s.r.o., Czech Republic, RN 21720350
  - b) Screening Solutions Slovakia s.r.o., Slovakia, RN 48278114
  - c) iCOVER SAS, France, RN 530913813
  - d) Legal Systems s.r.o., Czech Republic, RN 04471521
  - e) ZignSec AB, Sweden, RN SE0012930105
  - f) Microsoft Ireland Ltd., Ireland, RN IE256796
  - g) ID-Pal Ltd., Ireland, RN 578727
  - h) Trustmatic s.r.o., Slovakia, RN 53328001
- 7.4. If the Supplier should involve other processors, it shall inform the user in advance by sending information by e-mail and allowing the user to object to such involvement. If the user does not object even within 14 (fourteen) days of the notification of the involvement of the additional processor, the Supplier shall involve the additional processor in the processing. If the user objects, the Supplier shall evaluate the objection and, if it finds it to be justified, shall not involve the additional processor.
- 7.5. The Supplier shall enable and assist the user or a person authorised by the user to check (including audit or inspection) compliance with the Processing Terms, in particular the obligations for processing personal data arising therefrom.
- 7.6. Any audit request must be sent by the user to the Supplier's email address. Upon receipt of an audit request, the parties shall agree 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, scope, and duration of the audit. In the event that the parties fail to reach an agreement even within thirty (30) days from the date of the audit request, the terms of the audit shall be determined by the Supplier.
- 7.7. The Supplier shall be entitled to object to any auditor appointed by the user if, in the Supplier's opinion, the auditor is not sufficiently qualified, is not independent, is in a competitive position vis-à-vis the Supplier, or is otherwise manifestly unsuitable. Upon objection, the user shall be obliged to appoint another auditor or to carry out the audit itself using its own staff.
- 7.8. The user 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, object, etc.) and fulfilling other obligations under the GDPR or other data protection regulations to which the user must adhere.
- 7.9. If the Supplier is obliged to transfer personal data to a third country (outside the EU/EEA) or an international organisation, the Supplier is only entitled to transfer personal data if an adequate level of protection of personal data is ensured in accordance with Article 45 GDPR. In other cases

within the meaning of Articles 46 to 49 GDPR, the Supplier is only entitled to transfer personal data to third countries or international organisations based on explicit documented instruction from the user. The user shall be responsible for obtaining the consent of the specific person for the transfer to the third country if required and providing it to the Supplier upon request. Until he does so, the Supplier is not obliged to comply with the instruction to transfer to a third country.

## 8. SECURITY OF PERSONAL DATA

8.1. The Supplier declares that it has adopted the measures set out below and undertakes to maintain them to ensure the security of the processing of personal data throughout the processing period in accordance with these Processing Terms.

### 8.2. Confidentiality measures:

- a) **Access control:** Measures to prevent unauthorised persons from entering premises where personal data is processed (e.g. access control system, card reader, smart cards, controlled key distribution, barriers that allow only one person to enter the premises, identity checks by security guards, alarm system, motion sensors, glass break detectors, CCTV, external security).
- b) **System access control** Measures to prevent unauthorised use of systems for processing personal data (e.g. password guidelines, logging of password and smart card use, regular log checks, firewall, virus scanner, use of state-of-the-art encryption).
- c) **Data access control:** Measures to ensure that persons authorised to use the data processing system have access only to data that have been lawfully disclosed to them and that personal data cannot be read, copied, modified, or deleted without authorisation during processing, use, or after recording (e.g. security mechanisms in the system, overarching access protection system, assignment of permissions according to predefined roles and profiles, multiple mesh principle, automatic review of access permissions, access logging, regular log checks, state-of-the-art encryption method).
- d) **Separate control:** Measures to ensure that data collected for different purposes can be processed separately (e.g., physical or logical separation of systems in use, separation by administrators or accounting areas, separation by access rules, separation of the production environment and the test and development environment, multiple eyes principle).

### 8.3. Integrity measures (Article 32(1)(b) GDPR):

- a) **Transmission control:** Measures to ensure that personal data cannot be read, copied, modified, or deleted without authorisation during electronic transmission or transport or when recorded on storage media, and to ensure that it is possible to identify and verify where personal data will be transmitted by a data transmission device and that it is possible to identify and control to which subjects personal data will be transmitted by a data transmission device (e.g. use of state-of-the-art encryption methods, VPN, storage media disposal regulations, secure transport of storage media, baggage screening).
- b) **Access control** Measures to ensure that it is subsequently possible to identify and check whether personal data have been entered, modified, or removed from processing systems and, if so, by whom (e.g. recording of system activities, processing of records, regular log checks).

### 8.4. Measures to ensure availability and capacity (Article 32(1)(b) GDPR)

- a) **Work controls:** measures to ensure that personal data processed on behalf of the user is processed strictly in accordance with the user's instructions (e.g. issuing instructions, defining and distinguishing between user and Supplier controls, contracting and inspecting sub-processors).
- b) **Availability check:** measures to ensure protection of personal data against accidental destruction or loss (e.g. description of frequency, medium, storage time, and location of backup data storage, backup copy storage, emergency generator, uninterruptible power supply, fire protection, disaster contingency plan).
- c) **Capacity:** systems and activities are designed to allow for high load or high continuous processing loads (e.g. storage, access, line capacity, etc.).

- 8.5. **Measures to pseudonymize personal data** (e.g. separating master and sales customer data or using personal, customer, and supplier identifiers instead of real names.)
- 8.6. **Measures for encrypting personal data** (e.g. symmetric encryption, asymmetric encryption, hashing)
- 8.7. **Measures to quickly restore the availability of personal data after a physical or technical incident** (e.g. backup, redundant data storage, dual IT infrastructure)
- 8.8. **Measures for regular testing, assessment, and evaluation (Article 32(1)(d), Article 25(1) GDPR)** (e.g. data protection management, incident management, privacy by default (Article 25(2) GDPR), Data Protection Officer audit, IT audits, external audits, audits, certifications)
- 8.9. The Supplier shall keep the measures up to date and ensure appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the nature, scope, context, and purposes of the processing, as well as the different likely and differently serious risks to the rights and freedoms of natural persons.

## 9. TRANSFER OF PERSONAL DATA AFTER THE END OF PROCESSING

- 9.1. Upon termination of the Agreement, regardless of the manner and reason for termination, the Supplier shall, at the option of the user, delete all personal data processed on behalf of the user and confirm to the user that it has done so, or return all personal data to the user and delete existing copies. Until the personal data is erased or returned, the Supplier shall continue to ensure compliance with the GDPR. The Supplier may retain personal data in cases where the storage of personal data is required by the law of the Czech Republic or the European Union and in cases where the Supplier processes personal data as a data controller or processes personal data to defend against potential claims and for legal and other proceedings.

## 10. OTHER PROVISIONS

- 10.1. Without prejudice to any provisions of the GDPR, if the Supplier breaches its obligations under the Processing Terms, the user may instruct the Supplier to suspend the processing of Personal Data until the Supplier complies with its obligations under the Processing Terms or until the Agreement is terminated. The Supplier shall promptly notify the user if it is unable to comply with the provisions of the Agreement or the GDPR for any reason.
- 10.2. The user is entitled to withdraw from the Agreement if:
  - a) The user has suspended the processing of Personal Data by the Supplier according to Article 10.1 and the performance of obligations under the Processing Terms or the Agreement is not resumed within a reasonable period and in any event within one (1) month of the suspension,
  - b) The Supplier is in serious or persistent breach of these Processing Terms or its obligations under the GDPR,
  - c) The Supplier fails to comply with a binding decision of a competent court or supervisory authority regarding an obligation under the GDPR.
- 10.3. The limitation of liability under Article 8 of the Terms shall also apply to these Processing Terms.