

OWP – General Conditions for Entrusting The Processing of Personal Data to the Orderers by GAZEX-Drzewicki Sp. j. of June 15, 2018

1. These General Conditions for Entrusting The Processing of Personal Data to the Orderers (hereinafter: **OWP**) specifies the rules for the processing of personal data entrusted by GAZEX-Drzewicki Sp. j. with its registered office in Warsaw (address: ul. Baletowa 16, 02-867 Warsaw), KRS no.: 91950 (hereinafter: "**The Company**" or "**Administrator**") to orderers who are parties to contracts for the provision of repair services or for performing installation works concluded with the Company, hereinafter referred to as "Orderers" or "Processors".
2. Processors may process the personal data entrusted to it by the Administrator only to the extent and for the purposes specified in OWP.
3. Processors may initiate the processing of personal data after submitting to the Company in a written or electronic form a statement containing an obligation to process personal data in accordance with OWP and to get acquainted with their content.
4. At the request of the Orderer, the Company may provide him / her, in writing or verbally, with personal data, including first name, surname and PESEL number, hereinafter referred to as "**Personal Data**", a person employed by the Company to perform services or works within the Orderer's property, in order to allow the Orderer to verify the identity of that person.
5. The Company may also provide the Orderer with copies of documents containing personal data confirming the rights of the person referred to in para. 4, to perform the service or works, in particular certificates and certificates.
6. Personal Data may be processed by the Processor only to verify the identity of the person referred to in paragraph. 4 and verification that the person has the rights to perform services or installation works for the Orderer.
7. Personal Data Processing refers to any operations performed on such data, such as collection, recording, storage, development, modification, sharing and deletion, in particular those performed in information systems.
8. Processor undertakes to implement and maintain, throughout the processing, all organizational and technical measures related to data processing, in accordance with the provisions 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: "General Data Protection Regulation ", "Regulation").
9. Processor shall authorize the persons taking part in the performance of the subject of this contract in writing to process the Personal Data provided by the Administrator in accordance with the provisions of this Agreement and will oblige them to keep it confidential.
10. Processor is liable for any damage caused to third parties, which arose due to improper processing by Processor and persons authorized by him, of the Personal Data entrusted to him.
11. Processor is not responsible for sharing the Personal Data entrusted to unauthorized persons, for the unauthorized person to take, damage or destroy such personal data in the event that the reason for the above is an event resulting from the fault of the Administrator.
12. Processor may entrust the processing of data provided to it by the Administrator to another processor only with the knowledge and after obtaining prior consent of the Administrator in writing. Responsibility for actions and omissions of this entity in the field of personal data protection shall be borne by Processor as for its own activities.
13. The Administrator is authorized to control whether Processor processes the Personal Data entrusted to him in accordance with this Agreement, as well as the a the Act on the Protection of Personal Data and the provisions of the Regulation to the extent that any breach of these provisions could lead to liability of the Administrator.
14. Processor is obliged to cooperate with the Administrator when the Administrator fulfills its obligations under the Regulation, in particular, the obligation to report violations of the Personal Data entrusted to him, to exercise the rights of persons whose Personal Data were entrusted to Processor, such as the law to access to data, the right to limit processing, the right to delete data.
15. After performing the services or installation works by the person whose Personal Data refers to, Processor shall immediately, not later than 3 days from the date of completion of the services or installation works, delete all records (in written, electronic and any other form) containing Personal Data, unless the right to further their processing will result from the mandatory provisions of law or consent granted to Processor directly by the person to whom the Personal Data relates. In particular, Processor shall permanently remove from the memory of IT devices and destroy all printouts constituting a photocopy of certificates or certificates (in particular medical certificates), referred to in paragraph. 5.
16. Processor agrees to immediately inform the Administrator about any suspected or actual breach of security of Personal Data within the meaning of art. 4 point 12 of the Regulation, but not later then within 24 hours from becoming aware of the infringement.
17. Provisions of OWP are valid throughout the actual processing of Personal Data by Processor.
18. The provisions of the Regulation, the Act on the Protection of Personal Data and the provisions of the Polish Civil Code apply to the issues not regulated in OWP.