



# TERMS OF PERSONAL DATA PROCESSING

This Personal Data Processing Agreement ("Agreement") sets forth the terms for the processing of personal data between ALFA LOGISTIKA d.o.o., OIB 02706843298, ("ALFA LOGISTIKA") and any company, organization, institution, or legal entity ("User") using the services of ALFA LOGISTIKA for the purpose of monitoring and processing personal data of employees or other individuals within the service being used. ("Service").

## Subject of the Agreement

### 1. Article

The User, acting as the data controller, instructs ALFA LOGISTIKA to process personal data for the purpose of providing services to the User in accordance with the Service Agreement concluded between the User and ALFA LOGISTIKA. With respect to personal data obtained from the User or from ALFA LOGISTIKA's computer systems during the provision of the Services, the User acts as the data controller, and ALFA LOGISTIKA acts as the data processor.

The terms regarding the processing of personal data apply to all computer systems and computer services provided by ALFA LOGISTIKA.

### 2. Article

To avoid any doubts, this Agreement contains comprehensive and final instructions to the User towards ALFA LOGISTIKA regarding the processing of personal data of the User's data subjects, and therefore represents a binding agreement on data processing in accordance with applicable laws and regulations on personal data protection.

### 3. Article

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When ALFA LOGISTIKA processes personal data on behalf of the User as the data controller, any inquiry, request, comment, or complaint that the data subject (for example, the User's employee) may have regarding the processing of personal data related to the Services should be addressed and resolved by the User as the data controller.

### **Purpose of processing**

#### **4. Article**

ALFA LOGISTIKA processes personal data for the purpose of providing the Services, improving and resolving any issues related to the Services that the User may experience, and providing the best possible customer experience.

#### **5. Article**

ALFA LOGISTIKA collects and processes personal data for the following, but not limited to, purposes:

- Registration of the User for the use of Services, identity verification, and creation of user accounts;
- Sending invoices and processing payments for User Services;
- Personalizing the use of Services to the User after establishing account settings;
- Analyzing User preferences or usage of Services;
- Communicating with the User or data subject to provide information about ALFA LOGISTIKA Services, providing any service-related support, responding to inquiries, and processing requests;
- Improving Services or developing new content;
- Analyzing and assessing how the Services are used. For example, ALFA LOGISTIKA analyzes service usage data for the purpose of optimizing product design, generating reports, and statistical data;
- Delivering personalized advertisements, promotions, and offers;



- Protecting the legal interests of ALFA LOGISTIKA, its users, and other third parties for legal reasons, such as enforcement of our Terms of Service and General Conditions, contracts, or rules, compliance with any applicable laws, and cooperation with law enforcement authorities.

## **Types of personal data and categories of data subjects**

### **6. Article**

ALFA LOGISTIKA collects, creates, and receives information in various ways when the User uses the Services or places an order. Some of this data constitutes personal data.

### **7. Article**

Categories of data subjects include the User's employees, representatives, and other data subjects who will be registered when using the Services.

### **8. Article**

The User confirms that they have obtained all necessary consents and/or rely on other appropriate legal bases for processing personal data of data subjects. The User confirms that data subjects have been informed about the transfer of their personal data to ALFA LOGISTIKA as the data processor and to third parties (subprocessors) that ALFA LOGISTIKA uses to provide the Services.

### **9. Article**

When setting up a user account with ALFA LOGISTIKA or when ordering Services, the User provides ALFA LOGISTIKA with the following information containing personal data:

- Name/company name;
- Email address;
- Payment information;
- Phone number;
- Delivery/billing address;

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- Any other information provided to ALFA LOGISTIKA for this purpose.

## **10. Article**

Some information may be processed when the User or data subject (for example, the User's employee) uses the Services. Depending on the scope and configuration of ALFA LOGISTIKA services, this information may also contain personal data, such as:

- Vehicle data (e.g., manufacturer, type and brand of vehicle, mileage, technical information, etc.);
- Driver data (location, routes, driving habits, speed, direction, etc.);
- Digital tachograph and driver activity data (e.g., driver's license number, driver's digital/memory tachograph card number, name, time spent on breaks, start time, stops, and end of driving, duration of driving, tachograph calibration, tachograph manufacturer, tachograph control information, absence calendar, etc.);
- Data from the data subject's web browser (e.g., IP address, browser type, version, etc.);
- Other data that ALFA LOGISTIKA may receive during the use of Services, which, in connection with other information, may contain personal data (e.g., temperature data, fuel sensor data, etc.).

## **11. Article**

After using or configuring the settings of the user account services, the User may provide some information that may contain personal data, such as:

- Data about the User's employee (driver) (e.g., name, email address, phone number, date of birth, used fleet and vehicle, driver's license number, number of digital/memory tachograph card, and other provided data);
- Fleet data, in accordance with the use and configuration of the services;



- Communication history between the User and the data subject;
- Other information that the User may provide to ALFA LOGISTIKA and which, in connection with other information, may contain personal data (e.g., vehicle fleet checklist, location, time zone, photographs, etc.).

## **12. Article**

The User may choose to integrate third-party services with specific aspects of ALFA LOGISTIKA Services. A third-party service is software that integrates with ALFA LOGISTIKA Services, and the User can enable or disable such integration for their user account. When integration is enabled, the relevant third-party service provider may share or receive certain information (including import or export). The User should check the privacy settings of these third-party services to understand what data may be disclosed to ALFA LOGISTIKA.

### **Time period of data processing and retention**

## **13. Article**

ALFA LOGISTIKA will process the above-mentioned data for as long as the process of providing Services to the User continues, and the User has an active user account for the Services. However, personal data may be deleted at any time upon the User's request.

## **14. Article**

Unless required by applicable law, ALFA LOGISTIKA has no obligation to retain the User's personal data after the termination of the contract with the User. After the termination of the contract, ALFA LOGISTIKA may continue to store some personal data, limited to the minimum necessary amount, for the purpose of fulfilling legal obligations and ensuring reliable security systems, resolving disputes between the User and ALFA LOGISTIKA, if any, preventing fraud and abuse, enforcing ALFA LOGISTIKA's contracts and/or pursuing the legitimate interests of ALFA LOGISTIKA or third parties.

### **Sharing personal data with third parties**



#### **15. Article**

In order to provide the Service, ALFA LOGISTIKA collaborates with third parties that provide ALFA LOGISTIKA with various Services required in the normal course of business. Categories of third parties (subprocessors) involved in sharing personal data include colocation hosting and server providers, communication and content delivery networks, data provisioning and cybersecurity service providers, payment processing and payment service providers, fraud detection and prevention service providers, web analytics, email distribution and service provider monitoring, session recording service providers, advertising and marketing service providers, information technology, legal, and financial advisors ("Third-Party Service Providers").

#### **16. Article**

Third-Party Service Providers receive only the minimal amount of personal data necessary to provide services to ALFA LOGISTIKA. ALFA LOGISTIKA shares personal data only with Third-Party Service Providers who have committed to complying with the data protection obligations stated in this Agreement, provide sufficient guarantees, and implement appropriate technical and organizational measures in compliance with applicable data protection laws. ALFA LOGISTIKA is responsible for the processing of personal data carried out by Third-Party Service Providers engaged by ALFA LOGISTIKA for the appropriate data processing in accordance with applicable laws.

#### **17. Article**

The User authorizes ALFA LOGISTIKA to engage Third-Party Service Providers or subprocessors thereof.

#### **18. Article**

In certain situations, ALFA LOGISTIKA may have a legal obligation to share User information with third parties if required by law or if such information is demanded by public authorities.

#### **19. Article**

Personal data processed by ALFA LOGISTIKA may be transferred to Third-Party Service Providers located outside the European Union. In such cases, ALFA LOGISTIKA will share personal data only

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with those recipients who have committed to meeting the necessary data protection requirements and who can provide an adequate level of protection or provide appropriate guarantees.

## **Responsibilities and support to the data controller**

### **20. Article**

ALFA LOGISTIKA implements reasonable and appropriate organizational, technical, and administrative measures in accordance with applicable data protection laws to protect the confidentiality, integrity, and availability of personal data. Unfortunately, no system for data transmission or storage is 100% secure, so ALFA LOGISTIKA encourages the User to take care of the personal data they possess and that are processed online by setting a strong password for the user account of the Services/platforms used by the User, limiting access to the computer and browser, and logging out of the account after the session ends to avoid providing ALFA LOGISTIKA with any sensitive information whose disclosure could cause significant harm to the data subject.

### **21. Article**

All authorized personnel of ALFA LOGISTIKA involved in the processing of User personal data, as well as third parties, are committed to confidentiality obligations and will not access or otherwise process personal data without the User's authorization unless it is for the purpose of providing the Services.

### **22. Article**

In case of a personal data breach, ALFA LOGISTIKA will notify the User in accordance with the obligations stated in applicable laws and provide reasonable assistance regarding investigations of the personal data breach and notifications to supervisory authorities as well as data subjects about such breaches.

### **23. Article**



Considering the nature of data processing, ALFA LOGISTIKA will assist the User by providing technical or organizational measures to the extent possible to fulfill the User's obligations as the data controller regarding:

- All requests from data subjects of the User regarding access to or correction, restriction, portability, blocking, or deletion of their personal data processed by ALFA LOGISTIKA on behalf of the User. In case a data subject sends such a request directly to ALFA LOGISTIKA, ALFA LOGISTIKA will immediately forward such request to the User.
- Investigation of personal data breaches and notification to supervisory authorities and data subjects of the User about such breaches of personal data rights.
- Where appropriate, preparation of a data protection impact assessment and, if necessary, consultation with any supervisory authority.

## **Data processing review**

### **24. Article**

Upon the User's request, ALFA LOGISTIKA undertakes to provide a sufficient number of information to demonstrate compliance with the obligations set forth in this Agreement and applicable data protection laws. This information should be provided to the extent that it is within ALFA LOGISTIKA's control, and ALFA LOGISTIKA is not prevented from disclosing it using applicable laws, confidentiality, or any other obligation it owes to a third party.

### **25. Article**

If the provided information, according to the User's reasonable judgment, is not sufficient to confirm ALFA LOGISTIKA's compliance with this Agreement, ALFA LOGISTIKA agrees to allow and contribute to the data processing review.

### **26. Article**





Such a review will be conducted by an independent third party with a good market reputation, possessing experience and expertise in conducting data processing reviews, and confirmed by ALFA LOGISTIKA as well as the User themselves.

#### **27. Article**

Such review will be conducted within the timeframe agreed upon between the User and ALFA LOGISTIKA, within 2 (two) months from the moment the User requested the review in writing. The auditor must sign a confidentiality agreement that includes an obligation not to disclose business information in the audit report, which will also be provided to ALFA LOGISTIKA. The review will be conducted during ALFA LOGISTIKA's regular working hours, without interfering with ALFA LOGISTIKA's business activities. The User has the right to request a review once within a two-year period. All costs related to the review are borne by the User.

#### **Amendments to the Agreement**

#### **28. Article**

ALFA LOGISTIKA may occasionally make changes to this Agreement, for example in cases of introducing new services or content. In the event of amendments or changes, ALFA LOGISTIKA will promptly notify the User on the website [www.alfalogistika.hr](http://www.alfalogistika.hr). The amendments to this Agreement come into effect upon publication on the website [www.alfalogistika.hr](http://www.alfalogistika.hr).

#### **29. Article**

By continuing to use ALFA LOGISTIKA Services, or by providing personal data to ALFA LOGISTIKA, after the amendments and updates to this Agreement have been implemented, the User accepts the updated terms of this Agreement.

#### **Applicable Law**

#### **30. Article**

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This Agreement shall be governed by the laws of the Republic of Croatia, and any action or proceeding relating to this Agreement (including those arising out of non-contractual disputes or claims) shall be brought before the courts of the Republic of Croatia. The competent court in Zagreb shall be declared as the exclusive jurisdiction.

### **Entry into Force**

#### **31. Article**

This Agreement shall enter into force on the day of publication on the website [www.alfalogistika.hr](http://www.alfalogistika.hr).

#### **32. Article**

The agreement was published on the website on May 1, 2018.