
PRIVACY POLICY

1 IDENTIFICATION OF CONTROLLER, CIRCLE OF DATA SUBJECTS AND INITIAL INFORMATION

- 1.1 Glocco s. r. o., with its registered office at Zámocká 36, 811 01 Bratislava, Slovak Republic, Identification No.: 47588292, registered in the Commercial Register of the District Court Bratislava I, section: Sro, insert No.: 125182/B (the "Controller"), is the controller of personal data pursuant to Article 24 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 (General Data Protection Regulation) (Text with EEA relevance) in the information systems in which the personal data of the Data Subjects are processed. The words "we", "our" and any modifications to these words may be used to identify the Controller in the text of the Document.
- 1.2 The Data Subjects shall include mainly natural persons who express an interest in the provision of the services of the Controller or enter into a contract for the provision of a service, as well as the persons acting on behalf of the Controller's business partners. The words "you", "your" and any modifications to these words may be used to identify the Data Subject in the text of the Document.
- 1.3 We have created this Privacy Policy (the "Document") for the Data Subjects in order to increase sufficient transparency and clarify the basic rules we follow when protecting privacy and your personal data, as well as to comply with the information obligation pursuant to Articles 13 and 14 of the GDPR, while ensuring that you are informed about the content of this Document even before collecting personal data when you provide us with your personal data for the first time or directly when you grant us your consent to the processing of personal data for the specified purposes.
- 1.4 This Document deals with the processing of personal data and adherence to the basic principles of lawful processing of personal data based in particular on performing the necessary processing of personal data lawfully, fairly vis-à-vis all interested parties and transparently vis-à-vis the Data Subjects. We continually place great emphasis on the security of personal data processing, while minimising data and processing operations to the minimum necessary to properly conclude our mutual Agreement and fulfil the obligations under it.
- 1.5 You make a declaration of having familiarised itself with this Document published on the Website, valid at the time of conclusion of the Agreement, in the form of a confirmation of your will to be bound by its provisions as well as the provisions of the General Terms and Conditions, by placing an Order for the Services in one of the forms in accordance with the General Terms and Conditions, whereby you express your will to conclude an Agreement with us.

2 LIST OF PERSONAL DATA SUBJECT TO PROCESSING, PURPOSE OF PROCESSING AND LEGAL BASIS

CONCLUSION OF THE AGREEMENT

- 2.1 The processing of your personal data takes place within the process of conclusion of the Agreement in several stages. First, these are pre-contractual acts aimed at ordering the Services. We process your personal data for the purposes of ordering the Services on the legal basis of performance of the Agreement pursuant to Article 6(1)(b) of the GDPR to the following extent:
name, surname, telephone number, e-mail address, information on the purchased Service, and information related to payment for the Service.

The scope of personal data under this clause may be wider, depending on the medium through which you contact us with the aim of ordering the Services or what data will you make available to us as part of the Order for the Services. However, even in that case, we apply the principle of data minimisation and the processing of non-purposeful data will be stopped.

The provision of personal data pursuant to this clause 2.1 shall constitute compliance with the requirement to conclude an agreement, and you are not obliged to provide us with these personal data. However, the possible consequences of not providing the personal data shall constitute the impossibility to execute a binding order of the Services and the subsequent impossibility to conclude the Purchase Agreement. The retention period applicable to personal data pursuant to this clause 2.1 shall be the period until the conclusion of the Agreement. If the Agreement is concluded, the processing will then be governed by clause 2.2 of this Document, and if the Agreement is not concluded, the processing and retention of your personal data will be terminated.

- 2.2 After executing the order of the Services, the order is confirmed and subsequently the Agreement is concluded. We process your personal data for the purposes of concluding the Agreement on the legal basis of performance of the Agreement pursuant to Article 6(1)(b) of the GDPR to the extent pursuant to clause 2.1. In this case, however, the purpose of processing of your personal data changes, the purpose being the conclusion of the Agreement itself, and the provision of your personal data shall constitute the fulfilment of the contractual requirement; if the personal data is not provided, it will not be possible to conclude the Agreement. The period of processing of personal data shall constitute the period from the conclusion of the Agreement, during the performance of mutual obligations, until the expiration of the period for exercising any rights and legal claims arising from the Agreement (for example, the period for making a warranty claim, the period for claiming damages).

POST-CONTRACTUAL OBLIGATIONS

- 2.3 We process your personal data even after the completion of the fulfilment of obligations arising from the Agreement (especially the provision of the Service). In fact, both parties to the Agreement have the right to exercise claims for liability for defects and damages as well as to make complaints and they also have a statutory or contractual right to withdraw from the Agreement. For the purposes of making a complaint, withdrawing from the Agreement, exercising claims for the liability for defects and damages (the "Post-contractual Obligations"), we process your personal data on the legal basis of statutory obligation pursuant to Article 6(1)(c) of the GDPR to the extent specified in clause 2.1 as well as data on the Service subject to the complaint and data provided when making the complaints.

The provision of personal data pursuant to clause 2.3 shall constitute fulfilment of the statutory requirement; this creates an obligation for you to provide us with the data. The possible consequences of failing to provide these data shall constitute the impossibility to fulfil our obligations under the Post-contractual Obligations arising from both the contractual provisions and laws. The retention period of personal data shall be the period from the date of exercising the claim for performance arising from the Post-contractual Obligation until the end of the provision of our performance and possible subsequent settlement of mutual performances (for example, until the legal proceedings are finally completed).

- 2.4 In addition to processing your personal data on the legal basis of statutory obligation, we also process your personal data for the purpose of exercising our claims only. These are, for example, cases where due to non-compliance with the contractual conditions, we have a receivable owed to us by the Customer, or where damage has been inflicted on us. In such a case, we process your personal data on the legal basis of legitimate interest pursuant to Article 6(1)(f) of the GDPR to the following extent: data contained in the agreement pursuant to clause 2.1 of this Document, data processed within the process of making a complaint pursuant to clause 2.3 of this Document, and data kept by third parties (e.g., data kept in books).

The purpose of the processing of your personal data pursuant to this clause of this Document is our legitimate interest, being the protection of our property and protection against unjust enrichment, and you shall tolerate this processing even without your consent. The retention period of personal data shall constitute the statutory limitation period of individual rights and the limitation period for the exercise of individual claims arising from the contractual relationship as well as from breaches of laws in force during the validity of the Agreement.

COOKIES AND USE OF THE WEBSITE

- 2.5 In order to provide you with high-quality and trouble-free operation of our Website, as well as to facilitate the process of creating an Order and purchasing the Services, we use cookies on our Website, which fact you are notified of when visiting the Website and at the same time invited to consent to their use. Cookies used on our Website can be specified as cookies that allow you to use the primary functionalities of the Website (for example, to select one of the options offered) and cookies that extend the functionality of the Website while storing information about your steps and preferences for certain period of time (such as login name, language or the Services chosen by you), so you do not have to re-enter them the next time you visit the Website or browse individual subpages.
- 2.6 Cookies the use of which is necessary for the proper functioning of the Website are used without your consent; in the case of cookies that improve the functionality of the Website and store some of your data and information, you have the opportunity to grant or not grant your consent to their use immediately upon visiting the Website.
- 2.7 The use of cookies can cause individual files to be included in a chain of other data related to your person, as a result of which they will become personal data. To improve the functionalities of the Website, facilitate the process of creating an Order and purchasing the Services, as well as adapt the Website to your preferences, we process the personal data on the legal basis of consent pursuant to Article 6(1)(a) of the GDPR and on the legal basis of legitimate interest according to Article 6(1)(f) of the GDPR in the form of cookies.
- The legitimate interest in the processing of personal data under this clause is the interest in the proper functioning of the Website, its protection, as well as the proper performance of business activities operated through the Website. In the case of processing personal data on the legal basis of consent, you have the possibility to withdraw your consent at any time; however, the withdrawal will not affect the lawfulness of the processing based on the consent before its withdrawal. The retention period of personal data shall be the duration of the legitimate interest or the duration of the consent.
- 2.8 All cookies that our Website may store on your end device can be checked and deleted. By appropriately setting the preferences of the internet browser, it is possible to effectively and completely prohibit the use of the cookies. Generally, it can be stated that it is necessary to switch on the function that is usually called "Protection against spying" in the internet browser.

3 INSTRUCTIONS ABOUT THE RIGHTS OF THE DATA SUBJECT

- 3.1 We are committed to preserve the integrity and confidentiality of your personal data. Therefore, we strive for the strong protection of personal data not only through individual modern technical and organisational precautions, but also by making available the possibility to exercise the rights of the Data Subject at any time through a written signed application implying the identity and the right that the Controller is requested to exercise by the Data Subject. You may send the applications to exercise the right to the Controller to our e-mail address: info@glocco.sk.
- 3.2 Please note that in cases where the legal basis for the processing of personal data is your consent, you may withdraw your consent at any time. You may withdraw your granted consent to the processing of personal data at any time by contacting the Controller by sending a written request to the e-mail address consulting@gobigname.com; withdrawal of your consent shall not affect the lawfulness of processing of your personal data before its withdrawal.
- 3.3 In cases where the legal basis for the processing of your personal data is the protection of the rights and legally protected interests of the Controller (Article 6(1)(f) of the GDPR), we may process your related personal data even without your consent, and you shall tolerate such processing. Notwithstanding the above, if we process your personal data on the legal basis of legitimate interest, you have the right to object to the processing of your personal data. In such a case, we will consider whether there are, in a particular case, the necessary legitimate reasons for processing that override your interests, rights and freedoms (for example, reasons to prove, exercise or defend legal claims).
- 3.4 At the same time, you have the right of access to personal data (Article 15 of the GDPR), right to rectification (Article 16 of the GDPR), right to erasure (Article 17), right to restriction of processing (Article

18 of the GDPR), right to data portability (Article 20 of the GDPR), right to object to processing (Article 21 of the GDPR), right to request a review of an individual decision based on the automated processing of personal data (Article 22 of the GDPR).

- 3.5 Please note that we may request that you credibly demonstrate your identity when dealing with your application to exercise the right of the data subject, especially if you apply to exercise your right in a manner other than a signed written letter, e-mail with credible qualified electronic signature or in person at the registered office of our company (e.g., in the case of common e-mail requests or telephone calls).
- 3.6 Each delivered application to exercise the right of the data subject will be assessed individually and competently; we will always inform you about the result within 30 days of the receipt of the application.

4 CONTROLLER'S POLICY AND GUARANTEES

- 4.1 We do not publish or transfer personal data without your consent to any third country that would not provide for the appropriate level of protection of personal data. We guarantee that your personal data be processed solely in the territory of EU member states; more specifically, at the time when this version of the Document is in effect, all personal data of the Data Subjects are processed and physically stored solely in the territory of the Slovak Republic.
- 4.2 The personal data may only be published on the basis of your individually expressed consent or your knowledgeable conduct (e.g., publication of the content in the form of a review of our Services on our Website). In this context, we wish to inform you that by posting posts, photos or performing any activity resulting in you being identified on our Website, your personal data is processed and your conduct grants us "tacit" consent to the processing of your personal data for our marketing activities.
- 4.3 We regularly review and revise not only the security measures taken to ensure a high security of personal data processing, but also other procedures and rules designed to protect privacy and personal data, and we can work together with an expert appointed as Data Protection Officer (DPO).
- 4.4 During the data transfer through a publicly accessible computer network between your end device and our server, we use appropriate means of encrypted protection of information. Similarly, we store all data and personal data on the specified data storages that are protected by appropriate means of encrypted protection of information.
- 4.5 We guarantee that we will not make any consents to the processing of personal data conditional on the conclusion or performance of an agreement.
- 4.6 We process and use your personal data solely for the purpose defined in this Document. If the purpose of processing your personal data ceases to exist (in whole or in part), we shall examine whether there is another purpose for processing specific personal data at that time, and if there is not, the processing and storage of personal data will be terminated – this in relation to personal data in full or in relation to individual personal data for which the purpose of processing has ceased to exist.
- 4.7 All entities other than us that legally participate in the process of processing of personal data are transparently identified in this Document together with their status under the GDPR. We will not perform any processing operation on your personal data in respect of a third party and/or a recipient if the third party and/or the recipient is not transparently identified in this Document and at the same time we lack the legal basis to do so pursuant to Article 6 of the GDPR.

The following persons shall be the recipients of personal data:

- entities providing us with legal services, accounting services, IT services.
- 4.8 All recipients of personal data shall access these personal data exclusively based on an authorisation granted by us; they are legally bound by specific obligations and legal guarantees enhancing the personal data protection of the Data Subjects.
 - 4.9 We guarantee that we will not disclose any information and personal data about the content of internal communication conducted through our Website or through other means to any unauthorised natural or legal persons, except for the authorised government authorities of the Slovak Republic in the exercise of their powers in accordance with the relevant special laws in effect in Slovak laws.
 - 4.10 We do not disclose your personal data to any parties for commercial purposes without you granting your individual and free consent in advance. We also consider it necessary to inform you that part of the

processing of personal data related to the use of the features integrated into the Website may be performed separately and completely independent of us by third parties acting as independent controllers different from our personal data information systems; in those cases, these are mainly operators of “payment gateways” for making cashless payments via the Internet. You disclose your personal data to these third parties directly without us entering or influencing this process in any way. This part of the processing of personal data shall be governed by internal policies and precautions adopted by these third parties and we have no influence on that processing of personal data, including the possibility to exercise the rights of the Data Subject about which we inform you in this Document.

- 4.11 We carefully screened our business partners (the so-called processors) who we allowed to process your personal data considering their practical ability to ensure the safety and lawfulness of the processing of your personal data.
- 4.12 However, as part of the provision of your personal data to third parties, we follow the rule of providing personal data only to the extent necessary to achieve the necessary purpose (for example, in the case of accounting services, only the data necessary to achieve the purpose of proper accounting for the Services provided and payments received).
- 4.13 When processing personal data and communicating with the Data Subjects, we use, in addition to regular telephone and email communication, the communication options provided through our Website.
- 4.14 We process the personal data of minors only if they have been provided to us by their legal representative for the purposes of performing the Agreement, for the purpose of fulfilling our legal obligations, protecting rights and legally protected interests or for the purpose of processing them for purposes to which consent is required provided that the legal representative has granted this consent to the processing of the personal data of the children.
- 4.15 If within our communication and in addressing specific requests, in addition to the information we request, you include on your own initiative information that we do not need and at the same time that could be sensitive or could result in a sensitive nature revealing data from a specific category of personal data that we do not require or are not necessary to provide proper contractual performance, we will (if possible) ensure their immediate erasure or modification to a more neutral meaning, which does not allow the creation of a special category of personal data from such additionally obtained additional information. At the same time, we would like to ask you not to state any unnecessary data and information of a private nature about yourself in our mutual communication when ordering the Services, which are not directly related to our contractual performance and conclusion of a particular Agreement.

5 FINAL PROVISIONS

- 5.1 If you do not agree or do not sufficiently understand the content or meaning of any part of this Document, we will welcome your factual reservations and comments that we will discuss with you with a view to protect and support your rights and prevent the occurrence and increase of any risks for your rights and freedoms that could be caused or influenced by the conclusion of the agreement to purchase the Services and/or other processing of personal data in this Document.
- 5.2 We regularly revise and update this Document; the current version of the Document published on the Website is always valid.
- 5.3 You may address your complaint related to the processing of personal data to the supervision authority, which is the Office for Personal Data Protection of the Slovak Republic. Contact details of the supervision authority:

Office for Personal Data Protection of the Slovak Republic (*Úrad na ochranu osobných údajov Slovenskej republiky*)
Hraničná 12
820 07 Bratislava
+421 /2/ 3231 3214
statny.dozor@pdp.gov.sk