

Data Processing Agreement

§1 Definitions

The terms used in this document mean:

- **Processor** –the company/entity; WebWaver Maciej Czajkowski, ul. Józefa Bema 83, 01-233 Warszawa, NIP 5222791884, REGON 145888958;
- **Service** – the entirety of the environment and content of the <http://WebWaveCMS.com> website, together with updates and supplements.
- **User** - a user of the Service;
- **Data** - personal data that the User provides to the Processor for processing and for which the User acts as the administrator;
- **GDPR** – 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);
- **Agreement** – This data processing agreement;
- **Service** – a service for creating and maintaining websites and online stores on the Service.

§2 General Provisions

In connection with the registration of the User in the Service, the Website includes this Agreement for entrusting the processing of personal data. The data is processed to the extent necessary to implement the provisions of the Service regulations.

§3 Scope of Data Processing

Based on this Agreement, the following categories of persons' Data will be processed:

- Customers of the online store created by the User on the Service;
- Persons contacting the User through the contact form placed on the website created by the User on the Service;

The User declares that they are authorized to entrust the Processor with the processing of personal data for the purposes and to the extent specified in the Agreement, in accordance with the provisions on the protection of personal data, in particular GDPR.

The Processor collects, records, stores, modifies, organizes, analyzes, anonymizes, deletes, including in an automated manner, personal data to the extent necessary to provide the Service.

Based on this Agreement, the following will be processed:

- regular data;
- data of persons who have not reached the age of majority (including buyers under 18 years of age);
- special categories of personal data, i.e., data listed in Article 9 of the GDPR, if it results from the nature of the User's business activity.

§4 Principles of Data Processing by the Processor on behalf of the User

The Processor is obliged to:

- Process Data in accordance with the provisions of the law on the protection of personal data, in particular GDPR.
- Process Data only on documented instructions of the User (taking into account the provisions of Article 28(3)(a) of the GDPR), by which the Processor and the User understand the entrusting of personal data processing by the Processor on the basis of the provisions of the Regulations;
- Ensure that persons authorized to process Data have undertaken to keep the information confidential or are subject to an appropriate legal obligation of confidentiality;
- Undertake (implement) all appropriate technical and organizational measures (taking into account the state of the art, the cost of implementation, and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons) to ensure a level of security appropriate to that risk;

Under the right to audit (including inspection), the User is entitled to request information from the Processor regarding the processing of Data by the Processor by sending a request to the following email address: contact@webwavecms.com. Upon receiving the request, the Processor will respond to the request (including providing the requested information) within 30 (thirty) days of receiving the request

The Processor is authorized to further entrust the processing of Data to other entities processing data, such as companies handling shipments in an online store created by the User, the Processor's subcontractors, hosting providers providing services to the Processor, etc. The Processor ensures that it will only use the services of such further data processing entities that provide sufficient guarantees for the implementation of appropriate technical and organizational measures to meet the requirements of the GDPR and protect the rights of the individuals whose data is processed.

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§5 Data Removal

After the User deletes their account from the Service, the Processor will delete the Data and its copies, unless European Union law or Polish law requires the storage of personal data.

§6 Final Provisions

The Agreement is valid for the entire period of the User's use of the Service. In matters not regulated, including changes to the Agreement, the provisions of the regulations shall apply. In the event of any inconsistency between the provisions of this Agreement and the Regulations, the provisions of this Agreement shall take precedence.