TERMS OF ENTRUSTING THE PROCESSING OF PERSONAL DATA

§ 1
Definitions

1. Whenever the Data Processing Terms refer to:
   1) **User's E-mail Address** - this means the e-mail address assigned to the Microsoft account with which the User logs in to AdCrop;
   2) **AdCrop** - this means the AdCrop web application referred to in § 2 of the Terms and Conditions;
   3) **Controller** - this means the controller of the Data within the meaning of Article 4(7) of the GDPR;
   4) **Data** - this means personal data contained in the Materials;
   5) **Materials** - this means graphic materials transferred to AdCrop by the User, including their versions prepared using AdCrop;
   6) **Operator** - this means Full Stack Experts Sp. z o.o., with its registered office in Łódź, al. Piłsudskiego 87, 92-332 Łódź, KRS 0000804760, NIP 7272838896;
   7) **Sub-processor** - this means another processor to which the Operator entrusts the processing of the Data;
   8) **Terms and Conditions** - this means the Terms and Conditions of the AdCrop service;
   9) **GDPR** - this means 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);
   10) **Session** - this means the period of the User's use of AdCrop after logging in with a Microsoft account;
   11) **User** - this means the person using AdCrop;
   12) **Principal** - this means the entity represented by the User when using AdCrop and, where the User uses AdCrop on its own behalf - the User.
2. Terms not defined in paragraph 1 have the meaning given in the GDPR.

§ 2
Subject matter and conclusion of the Data Processing Terms

1. The Principal entrusts the Operator with the processing of the Data, and the Operator undertakes to process the Data solely on the terms set out in the Data Processing Terms and in the GDPR.
2. The Data Processing Terms constitute the agreement referred to in Article 28(3) of the GDPR, concluded in electronic form within the meaning of Article 28(9) of the GDPR. The Data Processing Terms are concluded upon acceptance of the Terms and Conditions.
3. Where the Principal is the Controller, the Operator processes the Data as a processor.
4. Where the Principal processes the Data as a processor on behalf of the Controller, in particular as an agency acting for an advertiser, the Data Processing Terms constitute the agreement referred to in Article 28(4) of the GDPR, and the Operator acts as a further processor. In such a case the Principal declares that:
   1) it has obtained from the Controller prior specific or general written authorisation to use the Operator's services as a further processor and, in the case of general authorisation, has informed the Controller of its intention to use the Operator's services, giving the Controller the opportunity to object, in accordance with Article 28(2) of the GDPR;
   2) the data protection obligations set out in the Data Processing Terms correspond to the obligations which, under Article 28(4) of the GDPR, the Principal is required to impose on a further processor;
   3) it will pass to the Operator the Controller's instructions concerning the processing of the Data, subject to § 5(2).
5. In the absence of the authorisation referred to in paragraph 4, point 1, the Principal will not transfer to AdCrop Materials containing the Data of that Controller.

§ 3
Purpose, nature and scope of processing

1. The purpose of processing the Data is solely the performance of the AdCrop functions selected by the User, that is, preparing the Materials for the formats used in Microsoft Advertising and, on the User's instruction, transferring them to the linked Microsoft Advertising account.

2. The processing of the Data comprises the following operations: loading the Materials into the server's working memory, cropping and adapting the Materials to the formats used in Microsoft Advertising, transferring the Materials to the Microsoft Advertising account indicated by the User or making them available to the User for download, and deleting the Data.
3. In one of the cropping modes AdCrop detects faces in order not to cut them off. The detection takes place locally on the Operator's server, serves solely to detect the presence of a face, without identifying persons, and its result is neither stored nor transferred.
4. The processing may include personal data captured in the Materials, in particular the image of persons, names, telephone numbers and registration numbers.
5. The processing may concern persons whose personal data has been captured in the Materials, in particular persons depicted in the Materials.
6. The subject of the entrustment does not include special categories of personal data referred to in Article 9(1) of the GDPR, or personal data relating to criminal convictions and offences referred to in Article 10 of the GDPR. The Principal will not transfer to AdCrop Materials containing such data.

§ 4
Manner, place and time of processing

1. The Operator processes the Data solely in the server's working memory. The Operator does not save the Materials on disk or in a database.
2. The working copy of a Material is deleted automatically upon the end of the Session, at the latest after 24 hours of the User's inactivity, and also in the event of a restart or update of the server.
3. The Operator processes the Data on the Google Cloud Platform infrastructure, on servers located in the European Union. A transfer of the Data to a third country or an international organisation, including by a Sub-processor, may take place only in compliance with § 5(1) and the conditions set out in Chapter V of the GDPR.
4. The transfer of the Materials to the Microsoft Advertising account takes place on the User's instruction. Microsoft is not a Sub-processor; the processing of the Data within the Microsoft Advertising account is subject to the terms on which that account is maintained.
5. The Data Processing Terms remain in force for the duration of the agreement for the use of AdCrop.

§ 5
Principal's instructions

1. The Operator processes the Data solely on the Principal's documented instructions, which also applies to transfers of the Data to a third country or an international organisation - unless such an obligation is imposed on the Operator by Union or Member State law to which the Operator is subject; in such a case, before the processing begins, the Operator informs the Principal of that legal requirement, unless that law prohibits providing such information on important grounds of public interest.
2. The Principal's documented instructions are the Terms and Conditions, the Data Processing Terms and the actions performed by the User in AdCrop, in particular the selection of the Materials, of the AdCrop function and of the Microsoft Advertising account to which the Materials are to be transferred. Instructions going beyond the AdCrop functions require separate agreement with the Operator.
3. If, in the Operator's opinion, an instruction given to it infringes the GDPR or other Union or Member State data protection provisions, the Operator immediately informs the Principal thereof and may suspend the execution of the instruction.

§ 6
Operator's obligations

1. The Operator:
   1) ensures that persons authorised to process the Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
   2) takes all measures required pursuant to Article 32 of the GDPR, including the measures set out in § 11;
   3) complies with the conditions for using the services of Sub-processors set out in § 7;

4) taking into account the nature of the processing, assists the Principal, insofar as possible, by appropriate technical and organisational measures in fulfilling its obligation to respond to requests from the data subject exercising his or her rights set out in Chapter III of the GDPR;
5) taking into account the nature of the processing and the information available to it, assists the Principal in ensuring compliance with the obligations set out in Articles 32-36 of the GDPR;
6) deletes the Data in the manner set out in § 4(2);
7) makes available to the Principal the information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allows for and contributes to audits, including inspections, conducted by the Principal or an auditor authorised by it, on the terms set out in § 9.

2. Given that the Operator does not store the Data after the periods indicated in § 4(2) have elapsed, the assistance referred to in paragraph 1, point 4, consists in particular in providing the Principal with information on the manner in which the Data is processed in AdCrop.
3. If a data subject addresses a request directly to the Operator, the Operator immediately forwards the request to the Principal, insofar as it is able to identify the Principal, and does not respond to it on the merits without the Principal's instruction.
4. Given the manner of processing set out in § 4, the Principal, by accepting the Data Processing Terms, decides on the deletion of the Data after the end of the provision of services referred to in Article 28(3)(g) of the GDPR. The Operator does not retain copies of the Data after the end of the provision of services.

§ 7
Sub-processors

1. The Principal grants the Operator general authorisation to use the services of Sub-processors, in particular infrastructure and hosting providers necessary for the operation of AdCrop. The list of Sub-processors whose services the Operator uses on the date of conclusion of the Data Processing Terms is set out in § 12.
2. The Operator informs the Principal of intended changes concerning the addition or replacement of Sub-processors at least 14 days in advance, by a message sent to the User's E-mail Address.
3. Within the period referred to in paragraph 2, the Principal may object to the change. In the event of an objection, the Principal may cease transferring to AdCrop Materials containing the Data and terminate the agreement for the use of AdCrop in the manner set out in § 8 of the Terms and Conditions.
4. The Operator imposes on Sub-processors, by way of a contract, the same data protection obligations as those set out in the Data Processing Terms, in particular the obligation to provide sufficient guarantees to implement appropriate technical and organisational measures so that the processing meets the requirements of the GDPR.
5. Where a Sub-processor fails to fulfil its data protection obligations, the Operator remains fully liable to the Principal for the performance of that Sub-processor's obligations.

§ 8
Personal data breaches

1. The Operator notifies the Principal of a personal data breach without undue delay, no later than within 48 hours of becoming aware of it, by a message sent to the User's E-mail Address.
2. The notification contains, insofar as possible, the information referred to in Article 33(3) of the GDPR. Where the information cannot be provided at the same time, the Operator provides it in phases, without undue further delay.
3. The Operator cooperates with the Principal in clarifying the breach, limiting its effects and performing the obligations referred to in Articles 33 and 34 of the GDPR.

§ 9
Information and audits

1. The Operator makes available to the Principal the information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR, at a request sent to contact@fullstackexperts.eu, within 14 days of receiving it.
2. If the information referred to in paragraph 1 is not sufficient, the Principal or an auditor authorised by it may conduct an audit, including an inspection, after notifying the Operator at least 14 days in advance. The audit is conducted on working days, during the Operator's working hours, in a manner that does not disrupt its operations and within a scope limited to the processing of the Data.

3. An audit may be conducted no more often than once a year, unless it is justified by a personal data breach or by a request of a supervisory authority. The auditor is obliged to keep confidential the information obtained during the audit. The costs of the audit are borne by the Principal.
4. In the case referred to in § 2(4), the rights set out in this paragraph also vest in the Principal for the purpose of performing its obligations towards the Controller.

§ 10
Principal's obligations

1. The Principal declares that the Controller has a legal basis for processing the Data, including for entrusting its processing to the Operator within the scope and for the purpose set out in the Data Processing Terms, and that the information obligations under Article 13 or 14 of the GDPR have been fulfilled in relation to the data subjects.
2. The Principal transfers to AdCrop Materials containing the Data solely to the extent necessary for the purpose for which the Materials are to be used.
3. The User's declarations set out in § 6 of the Terms and Conditions, including those concerning permissions (consents) for the dissemination of image, apply to the Materials.

§ 11
Technical and organisational measures

1. The Operator applies in particular the following measures:
   1) processing the Materials solely in the server's working memory, without saving to disk or to a database;
   2) automatic deletion of the working copy of the Material upon the end of the Session, at the latest after 24 hours of the User's inactivity, and also in the event of a restart or update of the server;
   3) performing the face detection function locally on the Operator's server, without identifying persons and without storing or transferring its result;
   4) authenticating the User through the Microsoft login mechanism, without providing the Operator with the password to the Microsoft account;
   5) storing the User's token in encrypted form and its automatic deletion after logout or after 24 hours of inactivity;
   6) obtaining access to the Microsoft Advertising account solely after acceptance of the invitation by a person authorised to manage that account, within the scope of the permissions needed for the AdCrop functions to operate, taking into account the "Standard" level for the linking of a manager account;
   7) transferring the Materials to the Microsoft Advertising account solely where AdCrop's authorisation to act on behalf of the User and access to the indicated account are in force at the same time;
   8) encryption of users' connections to AdCrop using the TLS protocol;
   9) not exposing the database outside the server's internal network;
   10) keeping the Operator's access keys and tokens outside the application's source code, in the server configuration.
2. The Operator may change the measures referred to in paragraph 1, provided that the change does not lower the level of protection of the Data.

§ 12
List of Sub-processors

Sub-processor	Scope of activities
Google Cloud Platform (contracting entity: Google Cloud EMEA Limited, registered office: 70 Sir John Rogerson's Quay, Dublin 2, D02 R296, Ireland)	AdCrop server infrastructure (application server and PostgreSQL database)

§ 13
Final provisions

1. In matters concerning the processing of the Data, the provisions of the Data Processing Terms take precedence over the provisions of the Terms and Conditions.
2. The Operator's liability towards the Principal is governed by § 9 of the Terms and Conditions, subject to mandatory provisions of law, in particular Article 82 of the GDPR.
3. The Data Processing Terms are amended in the manner provided for amending the Terms and Conditions. The list referred to in § 12 is amended in the manner set out in § 7(2) and (3).
4. Termination of the agreement for the use of AdCrop results in termination of the Data Processing Terms. The Operator's obligations concerning confidentiality and deletion of the Data continue to bind the Operator also after termination of the Data Processing Terms.
5. Matters not regulated in the Data Processing Terms are governed by the provisions of the Terms and Conditions, the GDPR and the provisions of Polish law.