# PERSONAL DATA PROCESSING TREATMENT

a contract concluded under Art. of Regulation (EU) No. 28 of the European Parliament and of the Council 2016/679 on the protection of

Individuals with regard to with the processing of personal data and on the free movement of this data and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as "the Regulation")

# Contracting Parties

Client - defined in the general terms of the contract (hereinafter referred to as **"the Client"**)

And

The operator of online stores [www.mojra.cz](http://www.mojra.cz), [www.mojra.ck](http://www.mojra.ck), [www.mojra.info](http://www.mojra.info), [www.mojra.pl](http://www.mojra.pl) is the **Psychological counseling MOJRA s.r.o.** with its registered office Na Návsi 1537/109a, 747 14 Ludgeřovice, IČO: 096 26 972 (hereinafter referred to as **"the Processor"**)

The client and the Processor (hereinafter referred to as **"Contracting parties"**) concluded this personal data processing contract on the following date, month and year (hereinafter referred as **"Contract"**).

## 1. The Object and Purpose of the Contract

1.1. The Client and the Processor on the basis of another contractual relationship cooperate in the field of providing psychological counseling. In the framework of this cooperation, the transfer of personal data takes place or may take place, where the purpose of their processing is determined by the Processor and further processed within the limits of this contract for the processing of personal data.

1.2. This Contract defines rights and obligations of Parties when processing personal data.

## 2. Processing personal data

2.1. The Processor is entitled to process the following personal data:

- Name and surname
- Phone number
- E-mail
- Text description of the problem
- Suggested date and time of consultation (hereinafter referred as **"Personal data"**)

2.2. The Processor will process the personal data only for a purpose to enable the communication of the potential Clients with the Processor.

2.3. The Processor processes the personal data only for a purpose of providing the Client psychological online counseling.

2.4. The Processor is entitled to extend the purpose of the processing in accordance with the law, when the instruction for further processing can only be communicated to the Client in writing. For the purposes of this Contract, e-mail communications of the Contracting Parties to authorised persons shall also be regarded as written form.

### 3. Rights and obligations of the Contracting Parties

3.1. The Processor undertakes to take action that prevent unauthorised or incidental access to Personal Data, alteration, destruction, loss of other unauthorised handling of Personal Data. The Processor undertakes in particular to:

a) use secure PC access, when PC access will only be known to the Processor;
b) use secure  access to personal data database, the accesses must be entered by the Processor in such a way that they are not displayed, stored, made available to a third person;
c) use software and services that meet standard data security requirements and meet European Union standards for processing;
d) do not make copies of the database without the client's prior consent;
e) use appropriate means of security, e.g. encryption or other appropriate and necessary means, depending on the specific actions and dates;
f) not to allow third parties to access data unless such access is approved in writing by the Client or results from this Contract;

3.2. The processor also undertakes to:

a) process Personal data only in a form that was transfered to him by the Client;

b) process only Personal Data for the purposes defined in this Contract and only to the extent necessary for the fulfilment of this purpose;

c) not to gather personal data that were gained for different purposes;

d) keep Personal data for only two years, which is specified in the information obligation or in the consent of the end user and other billing data for 10 years according to the law.

3.3. The Processor is obliged to archive consents to the processing of personal data that have been transmitted to the Processor by Clients.

3.4. The Processor is obliged to ensure that employees and other persons authorised by the Processor to process Personal data only to the extent and for the purposes of this Contract and under the Regulation.

3.5. The Processor undertakes to compliance with the obligations laid down in the Regulation and other generally binding legislation relating to this activity when processing Personal Data under this Contract.

3.6. The Processor undertakes to correct, update, delete or relocate the Personal Data as instructed by the Client without undue delay from such a request.

3.7. In the case, that the objection of the subjects according to Art. 21, par. 1 The Regulation addressed to the Processor will be found to be justified, The Processor undertakes to remove the defective condition immediately from the written request. The e-mail communication of both Parties is also considered as written.

3.8. The Processor undertakes to provide the Client all the information necessary to prove that the obligations set out in this Treaty or in the Personal Data Regulation have been fulfilled and to allow the Client or a third party who will be bound by confidentiality to audit to a reasonable extent. The audit has to be reported well in advance, at least 30 days before the audit and must not to intervene disproportionately with The Processor's activity. The audit costs that are not arising from a clear breach of obligations of the Processor, shall be paid by Client.

## 4. Contract duration

4.1. This contract shall remain in force for the period of effectiveness of the contractual relationship reffered to in Art. 1.1. of Contract.

4.2. In the case of any termination of the Contract or termination of the processing of Personal Data, the Processor shall without delay liquidate the Personal Data provided to it under this Treaty, provided that further temporary backup is not in the legitimate and proportionate interest of the Processor.

## 5. Confidentiality

5.1. The Processor undertakes to maintain confidentiality regarding the processing of Personal Data, in particular it may not be published, disseminated or transferred to other persons outside persons employed by the Processor or other authorised persons authorised to process Personal Data. The processor shall ensure that its employees and other authorised persons also comply with the obligation of confidentiality laid down in point 5. of the Contract. This obligation of the Processor continues also after the end of this contractual relationship.

5.2. Furthermore, the Processor is obliged to maintain confidentiality regarding the security measures taken to safeguard the protection of personal data, even after the end of this contractual relationship.

## 6. Liability

6.1. If the Processor breaches his obligations under the Contract or the Regulation, he shall be liable for any damage resulting from such breach. The scope of the obligation also covers damage to third parties and penalties imposed by a public authority following a breach of a Regulation or other regulation governing the protection of Personal Data.

6.2.  The processor shall also be liable for damage caused by breach of the Contract by the Processor's staff.

## 7. Final provisions

7.1. The invalidity or inarticulateness of any of the provisions of the Contract does not affect the validity of the other provisions of the Contract.

7.2. The Contracting Parties undertake to provide each other all the necessary participations and input to ensure the smooth and effective implementation of this Contract, in particular in the case of negotiations with the Office for the Protection of Personal Data or other public authorities.