



Personal Data Processing Addendum

1. Introduction

This Personal Data Processing Addendum (the “**Addendum**”) sets out how **Checly spółka z ograniczoną odpowiedzialnością** with its registered office in Lublin at: ul. Związkowa nr 26 (20-148 Lublin), entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Lublin Wschód in Lublin with its registered office in Świdnik, VI Commercial Department of the National Court Register under KRS number: 0001016875, having REGON number: 524337314 and NIP number: 7123448865 (“**Checly**”, “**we**”, “**us**”, and “**our**”) processes personal data of uploaded to the CHECLY app by as well as all any updates thereof (the “**App**”) as part of the services provided by us.

This Addendum form an integral part of the service agreement in connection with the use of the App to reflect the parties’ agreement with regard to the processing of personal data. For other terms and conditions of the services, please refer to the **Terms And Conditions**.

By entering into the service agreement, the organization admin enters into this Addendum on behalf of an organization they represent. If you are using the App for and on behalf of an organization, you shall be, and shall be presumed to be empowered by and/or properly authorized for and on behalf of that organization and you and the organization shall be jointly and severally subject to this Addendum. If you no longer remain a duly authorized representative of the organization, you shall be responsible to immediately inform us, in which case the organization shall remain subject to this Addendum, and the organization shall contemporaneously proceed to inform us of the new authorized representative. Until a new authorized representative has been notified to us, you shall remain responsible as aforesaid. We shall not be held liable should a person without the necessary power/non-properly authorized person enter into this Addendum for and on behalf of an organization.

This Addendum supersedes all prior and contemporaneous data processing agreements or data processing terms in any agreements, proposals or representations, written or oral, concerning the processing of personal data.

2. Details of the processing of personal data

This Addendum applies to all personal data uploaded by the users to the App and subsequently processed using the App as part of the services provided by us.

We will process the personal data uploaded by the users to the App as necessary to perform the services provided via the App, according to the **Terms And Conditions**.



The parties agree that with regard to any processing of personal data uploaded to the App by the users and subsequently processed using the App as part of the services, Checly is the processor and the user's organization is the controller.

We will process personal data on a continuous basis, throughout the period of service provision, unless otherwise agreed by the parties.

The user may upload personal data to the App, the extent of which is determined and controlled by the user in its sole discretion, which may include, but is not limited to, personal data relating to the following categories of data subjects:

- (a) prospects, customers, business partners, vendors (natural persons);
- (b) employees, associates, contact persons representatives of the prospects, customers, business partners, vendors.

The user may upload personal data to the App, the extent of which is determined and controlled by the user in its sole discretion, which may include, but is not limited to the following categories of personal data:

- (a) identification data (name, surname, etc.);
- (b) contact details (address, e-mail address, telephone, etc.).

In any case, the user should aim to minimize the data uploaded to the Application to the minimum necessary. The controller guarantees that Checly is authorized to process the personal data for the purpose and to the extent entrusted for processing under this Addendum and bears full responsibility in this respect,

The processing of personal data by Checly will take place only on the documented instructions of the controller – including with regard to transfers of personal data to a third country or an international organization – unless required to do so by EU or Polish law. In such a case, we shall inform the organization admin of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. The documented instruction shall be deemed as services commissioned for performance by Checly under the **Terms And Conditions**, including this Addendum. All additional instructions must be issued in writing or by e-mail. Checly will immediately inform the organization admin if the instructions in our opinion infringe the applicable law.

3. Our obligations as the processor

Checly will process the personal data in compliance with applicable laws, including the GDPR.

In relation to the processing of the personal data, Checly undertakes to:



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- (a) keep the personal data confidential and to ensure that authorized persons are subject to an appropriate obligation to keep the personal data confidential; the obligation of confidentiality remains valid even after the termination of the services.
- (b) limit the access to the personal data only to its employees who require access to data in order to properly achieve the purpose of the processing;
- (c) take measures to guarantee the security of the personal data required under art. 32 of the GDPR or other applicable laws, which shall include implementation – taking into account the current state of the art, implementation cost, the nature, scope, context and purposes of processing and the risk of violation of the rights or freedoms of natural persons, involving varying likelihood of occurrence and severity of the threat – the appropriate technical and organizational measures to ensure a level of security matching such risk;
- (d) comply with the conditions of engaging the sub-processors;
- (e) actively cooperate with the controller, throughout the period of the personal data processing, including in particular:
 - a. Checly, taking into account the nature of the processing, through appropriate technical and organizational measures, shall, as far as possible, within the scope covered by the **Terms And Conditions**, including this Addendum and to the extent that the service agreement allows it, assist the controller in meeting its obligations to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR. Checly is entitled to request from the controller reimbursement of reasonable costs in this respect;
 - b. Checly, having regard to the nature of the processing and the information available to him, shall help the controller meet its obligations to ensure compliance with the obligations pursuant to Articles 32 to 36 of the GDPR. Checly is entitled to request from the controller reimbursement of reasonable costs in this respect.

4. Audit right

Checly will make available to the controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and this Addendum and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller, subject to the following provisions.

The audit may be conducted on working days at locations where the entrusted personal data is processed. The audit shall be carried out in a way that guarantees the continuity of our normal business operations. The audit must be conducted in a manner that respects



our trade secrets and confidentiality of other clients' data, including personal data processed by us.

The controller shall perform the audit having previously notified us of such intent in writing at least 10 business days before its commencement. Unless the audit results from personal data breach, the controller is entitled to perform it no often no more than once every 12 months.

Checly will promptly address any reasonable recommendations contained in the audit report signed by the parties.

All costs of the audit, regardless of the outcome, are borne by the controller.

5. Sub-processors

Under this Addendum, the controller agrees that Checly may engage third-party sub-processors in connection with the services provided via the App.

The current list of sub-processors is attached hereto as **Schedule 1**.

Checly will inform the controller of any intended changes concerning the addition or replacement of sub-processors, thereby giving the controller the opportunity to object to such changes, within 10 days of receiving a request.

No response within this time limit shall be deemed as acceptance of a new sub-processor.

In the event the controller objects to a new sub-processor, as permitted in the preceding sentence, Checly will use reasonable efforts to make available to the controller a change in the services or recommend a commercially reasonable change to controller's configuration or use of the services to avoid processing of personal data by the objected-to new sub-processor. If Checly is unable to make available such change, each party is entitled to terminate the service agreement without notice with respect to these services which cannot be provided without the use of the objected-to new sub-processor. Checly will refund to the controller any prepaid fees covering the remainder of the term of the terminated services.

Checly will endeavor to notify the controller of a new sub-processor at least 30 days before authorizing any new sub-processor to process the personal data in connection with the provision of the services via the App.

6. Data transfers

Checly will not process the personal data outside the European Economic Area (EEA) or in a state not considered by the European Commission to offer an adequate level of protection of personal data without the controller's prior consent, which will not be unreasonably withheld. If the controller's prior consent is obtained, We will ensure that personal data are



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transferred to a country outside EEA in compliance with relevant personal data processing regulations applicable to such transfers.

If the applicable laws oblige us to transfer personal data to a country outside EEA or to an international organization, we will inform the controller about such legal obligation before commencement of data processing, unless prohibited by such law to provide such information by reason of important public interest.

7. Return and deletion of the personal data

We allow to either export or delete the controller's data during throughout the period of service provision.

At the expiration of the subscription, Checly will allow the controller to export the controller's data within the period not shorter than 14 days. We reserve the right to delete organization admin account and all user accounts associated with the organization after 14 days of the expiration of the subscription.

8. Limitation of liability

Our liability, taken together in the aggregate, arising out of or related to this Addendum is subject to the 'Limitation of Liability' section of the **Terms And Conditions**, and any reference in such section to our liability means our aggregate liability under the **Terms And Conditions**, including this Addendum.

9. Contact details

If you have any questions about this Addendum, including any inquiries and requests regarding the processing of the personal data, please contact us via post to our correspondence address: Checly sp. z o.o., ul. Związkowa nr 26, 20-148 Lublin or by email at hello@checly.app

Version: 1.0

Effective date: December 4, 2023.



Schedule 1

List of sub-processors

Entity name	Services provided	Location of processing
Amazon Web Services Ireland Ltd.	Third-party hosting provider.	EU

Version: 1.0

Effective date: December 4, 2023.