

GDPR / Data Processing Agreement (DPA)

1. General Provisions

This Data Processing Agreement (the “**Agreement**”) governs the processing of personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR).

Application Owner and Service Provider:

Aspector, s.r.o.

VAT: CZ26506661

Email: docs@aspector.cz

(hereinafter referred to as the “**Provider**”, “**Data Processor**”)

Client of the Application (agency, company, user):

(hereinafter referred to as the “**Client**”, “**Data Controller**”)

2. Roles of the Parties under GDPR

2.1 Data Controller

The **Client** acts as the **Data Controller** and:

- determines the purposes and means of processing personal data;
- decides which personal data are entered into the system;
- bears full responsibility for the legality of personal data processing.

2.2 Data Processor

The **Provider (Aspector, s.r.o.)** acts solely as a **Data Processor** and:

- provides technical infrastructure and software (SaaS);
 - processes personal data only on documented instructions from the Client;
 - does not determine the purposes or content of personal data.
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3. Categories of Processed Personal Data

Within the scope of using the application, the Client may process, in particular:

- first and last names;
- date of birth;
- nationality;
- contact details;
- identification and employment documents;

- information related to work assignments, accommodation, transport;
- any other data entered by the Client.

☐ **The Provider does not control, verify, or define the scope of personal data stored by the Client.**

4. Lawfulness of Processing and Consent

4.1 Client Obligations

The Client is **fully responsible** for:

- ensuring a valid legal basis for processing personal data;
- obtaining **explicit and informed consent** from data subjects where required;
- informing data subjects about:
 - the purposes of processing;
 - retention periods;
 - their rights under GDPR;
 - the use of third-party software (JOBSI).

4.2 Limitation of Provider Liability

The Provider **shall not be liable** for any failure of the Client to obtain valid consent or comply with GDPR obligations as Data Controller.

5. Data Processing by the Provider

The Provider processes personal data **solely for the purpose of providing the service**, including:

- data storage;
- data display within the application;
- execution of application functionalities;
- backup and recovery operations.

The Provider:

- does **not sell, share, or exploit personal data**;
 - does **not process data for its own purposes**;
 - does **not make automated or manual decisions affecting data subjects**.
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6. Security Measures

The Provider implements appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including but not limited to:

- encryption of data in transit;
- role-based access control;
- activity logging;
- regular backups;
- secured server infrastructure;
- ongoing system maintenance and security updates.

☐ The Provider cannot guarantee absolute security against all threats, which is consistent with GDPR requirements and industry standards.

7. Data Retention and Deletion

- Personal data are stored for the duration of the Client's use of the service.
 - Data may be deleted or exported upon Client request.
 - Upon termination of the contractual relationship, data will be deleted within a reasonable timeframe unless legal obligations require otherwise.
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8. Rights of Data Subjects

The Client, as Data Controller, is responsible for fulfilling data subject rights, including:

- access;
- rectification;
- erasure;
- restriction of processing;
- data portability.

The Provider shall provide **reasonable technical assistance** where feasible.

9. Liability

- The Client bears full responsibility for compliance with GDPR and applicable data protection laws.
 - The Provider is liable only for fulfilling its obligations as a Data Processor under this Agreement.
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10. GDPR Contact

For GDPR-related inquiries, please contact:

☐ docs@aspector.cz

11. Final Provisions

By using the application, the Client confirms that:

- they have read and understood this Agreement;
- they acknowledge their role as Data Controller;
- they accept the terms of personal data processing described herein.