

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.