



## **Data Processing Agreement in Accordance with Article 28 of the General Data Protection Regulation (GDPR)**

between

**Pinzweb.at GmbH & Co KG**

**Raiffeisenstraße 4, 5671 Bruck, Austria**

- the Controller - hereafter named the "Client" -

and

**BUNNYWAY, informacijske storitve d.o.o.**

- the Processor - hereafter named "BunnyCDN" -

### **1. Relationship with the Agreement**

1) This contract defines the rights and obligations of the Client and BunnyCDN in the context of BunnyCDN processing personal data on behalf of the Client. The terms used in this contract are to be understood in accordance with their respective definitions in the EU General Data Protection Regulation (GDPR). BunnyCDN shall process personal data for the Client on the basis of this Agreement.

2) Both parties agree that Data Processing Agreement (DPA) will replace any existing DPA the parties may have previously entered into. Except for the changes made by this DPA, the existing agreement remains unchanged and in full effect. If there is any conflict between this DPA and the agreement, this DPA shall prevail to the extent of that conflict.

3) The subject matter and duration of the Data Processing Agreement shall be determined entirely according to the information provided in the respective contractual relationship.

4) Should any parts of this data processing agreement be invalid, this will not affect the validity of the remainder of the agreement.

### **2. Roles, scope and the duration of the agreement**

1) The Client will act as the data controller and BunnyCDN as the processor of customer data. BunnyCDN will process customer data only as a data processor acting at the Client's direction or for the purposes described in this Data Processing Agreement. BunnyCDN shall carry out the following processes: Processing of user information necessary for the provision, improved security, optimization, control and troubleshooting of the service.

2) The provision of the contractually agreed upon data processing will begin on 08 Apr 2020

and be carried out for an unspecified period until the services provided to the Client are terminated and the correlating service account is deleted by BunnyCDN.

3) The type of data that will be processed includes but is not limited to: network connection data, IP addresses, user agent, URL referrer information as well as any kind of personal data contained in the files or file names that the Client is holding on BunnyCDN.

4) Processing the data consists of the following: collecting, saving, modifying, using, transferring, distributing or any other form of provision, replication, restricting, deleting, collating or destroying data.

### **3. Sub-Processing**

1) BunnyCDN shall notify the Client in writing if it intends to add or replace Sub-processors and will ensure with reasonable measures that any Sub-processor has the requisite capabilities to Process Customer Data in accordance with this Data Processing Agreement and the GDPR data protection regulations.

2) BunnyCDN shall notify the Client in writing if it intends to add or replace Sub-processors. The Client may object in writing within 5 days of such notice provided that the objection is based on reasonable, documented grounds related to data protection. In the event of an objection, BunnyCDN will attempt to discuss in good faith with the Client in an attempt to achieve a mutual resolution. A Client's failure to respond or reasonably document the basis of the objection will constitute as the Client's authorization of the proposed changes.

### **4. Security and obligations of the processor (BunnyCDN)**

1) BunnyCDN will only process personal data as contractually agreed and as instructed by the Client, unless BunnyCDN is legally obliged to do otherwise. Should BunnyCDN be bound by such obligations, BunnyCDN will inform the Client prior to processing the data, unless informing him/her is illegal.

2) The Client is responsible and agrees to maintain a confidential and secure use of services provided by BunnyCDN and protect access to customer data to the best of their ability. BunnyCDN and the Client can, upon request, cooperate with the performance of their duties.

3) The Client is aware that BunnyCDN can from time to time update its security measures, provided that such updates and modifications do not result in the degradation of the overall security of the services purchased by the Client.

4) BunnyCDN shall ensure that any person authorized to access the customer data have been made aware of the relevant data protection provisions as well as this contract before starting to process the data and will carry out corresponding training on a regular basis.

5) BunnyCDN must support the Client when updating the list of processing activities and implementing the data protection assessment. All data and documentation required need to be provided and made available to the Client upon request.

6) Due to a global nature of the service, BunnyCDN may process customer data from anywhere in the world, where BunnyCDN operates. BunnyCDN and all of its Sub-processors will at all times provide appropriate measures for secure customer data processing in

accordance with the requirements of data protection laws.

7) BunnyCDN will strictly limit access to any customer data to persons specifically trained and tasked with processing the data and adequately instructed and supervised on an ongoing basis in terms of fulfilling data protection requirements.

## **5. Rights and obligations of the Client**

1) It is the sole responsibility of the Client to assess and ensure the admissibility of any processing requested. The Client will ensure any data processing requested is in line with privacy and data regulations and to assure the rights of affected parties.

2) The Client will immediately notify BunnyCDN if any irregularities or errors are discovered as a result of the processing.

3) BunnyCDN will allow the Client to appoint an auditor of the required professional qualification, bound by a duty of confidentiality to perform an inspection of the data security that is reasonably necessary to confirm BunnyCDN's compliance with this Data Processing Agreement. The Client shall not exercise this right more than once per year, including with respect to any support required to perform a data protection impact assessment. Inspections must be carried out without any avoidable disturbances to the operation of BunnyCDN's services.

4) With respect to all personal data, BunnyCDN warrants that it will only process personal data in order to provide and improve the service and only in accordance with this Data Processing Agreement.

## **6. Data breach response obligations**

1) BunnyCDN will implement and maintain appropriate technical, organizational and security measures designed to maintain strict confidentiality and protect customer data from any kind of data breaches and to ensure the confidentiality and availability to the best of its technical abilities. Any individuals who could have access to the data processed on behalf of BunnyCDN must be obliged in writing to maintain confidentiality, unless legally obliged to do otherwise.

2) BunnyCDN will notify and offer support to the Client without any unjustifiable delay and, where feasible, no later than 48 hours after becoming aware, of any breach of personal data stored or processed by BunnyCDN.

3) BunnyCDN will immediately inform the Client of any inspections, law enforcement requests or measures carried out by supervisory authorities or other third parties if they relate to the commissioned data processing unless legally prohibited from doing so.

## **7. Instructions**

1) The Client reserves the right of full authority to issue instructions concerning data processing on his/her behalf.

2) If BunnyCDN determines that an instruction carried out by the client violates the legal requirements, BunnyCDN will inform the Client immediately. BunnyCDN will then be entitled

to suspend the execution of the relevant instructions until the Client confirms or alters said instructions.

## 8. Termination

1) When terminating the Data Processing Agreement or at any time upon the Client's request, BunnyCDN will either destroy the data or submit the data to the Client at the Client's discretion. The data must be destroyed in such a way that restoring or recreating the remaining information will no longer be possible, even with considerable effort.

2) BunnyCDN can temporarily contain older data archived on backup systems. In all such cases, BunnyCDN shall maintain the customer data securely and protect it from any further processing.

3) The terms of this Data Processing Agreement shall remain in effect for so long as BunnyCDN continues to retain any customer data.

4) Cancellation of the agreement by the Client or deleting the Client's user account provided by BunnyCDN will simultaneously terminate and invalidate this agreement.

Data Controller (Client):

**Pinzweb.at GmbH & Co KG**  
Raiffeisenstraße 4  
5671 Bruck  
Austria

Represented by:  
Oliver Resl

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Data Processor (BunnyCDN):

**BUNNYWAY, informacijske storitve d.o.o.**  
Cesta komandanta Staneta 4A  
1215 Medvode  
Slovenia

Represented by:  
Dejan Grofelnik Pelzel



Medvode, 08 Apr 2020