

Data Processing Agreement concluded on the domain www.postarflowis.sk

I. Introductory Provisions

1. This agreement, concluded remotely between **Flowis, s. r. o.** and a legal entity or natural person-entrepreneur, governs the rights and obligations of the contracting parties in relation to the processing of personal data by the processor on behalf of the controller and is concluded pursuant to Article 28(3) of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (also referred to as the "GDPR").
2. The processor is **Flowis, s. r. o.**, with its registered office at Bottova 2A, 811 09 Bratislava, Company ID No.: 50 015 168, registered in the Commercial Register of the Municipal Court Bratislava III, Section Sro, File No. 107163/B, email address: info@flowis.com, telephone number: +421 907 298 107.
3. The controller is a legal entity or a natural person-entrepreneur who has registered on the domain www.postarflowis.sk.
4. The processor is a certified delivery service provider pursuant to Section 76a of Act No. 222/2004 Coll. on Value Added Tax and is listed in the register of certified delivery service providers for electronic invoicing operating in the territory of the Slovak Republic, maintained by the Financial Administration of the Slovak Republic.
5. The processor, as the service provider, and the controller, as the customer, have concluded an agreement on the provision of electronic invoice delivery services. As part of the provision of the services, the processor will process, on behalf of the controller, the personal data of the controller's suppliers and customers that will be included in electronic invoicing.

II. Subject Matter of the Agreement

1. The subject matter of this Agreement is the controller's authorization of the processor to process, on behalf of the controller, the personal data of the controller's suppliers and customers that will be included in electronic invoices sent by the controller and delivered to the controller on the domain www.postarflowis.sk.
2. The subject matter of processing is the personal data of the controller's customers and suppliers stated on invoices sent by the controller and delivered to the controller.
3. The processor will process personal data for the necessary period and only during the validity of the agreement on the provision of electronic invoice delivery services.
4. The processor will process personal data for the purposes of performing the agreement on the provision of electronic invoice delivery services and ensuring the sending and delivery of electronic invoices.
5. The processor will process the following personal data:
 - first name and surname of the controller's customers and suppliers
 - residential address and place of business of the controller's customers and suppliers
 - other personal data of customers and suppliers stated on the invoices of the controller and suppliers
6. The data subjects are the controller's customers and suppliers.
7. Placement or upload of an invoice by the controller in the controller account environment on the domain www.postarflowis.sk is deemed to constitute an instruction from the controller to process

the personal data stated in the invoice. Delivery of an invoice to the controller in the controller account environment on the domain www.postarflowis.sk is deemed to constitute an instruction from the controller to process the personal data stated in the invoice.

8. The processor undertakes to:

- process personal data only on the basis of documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by Union law or Member State law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- implement all measures required pursuant to Article 32 of the GDPR;
- comply with the conditions for engaging another processor set out in paragraphs 2 and 4 of Article 28 of the GDPR;
- taking into account the nature of the processing, assist the controller, insofar as possible, by appropriate technical and organizational measures in fulfilling the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- assist the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the processing and the information available to the processor;
- at the choice of the controller, delete or return all personal data after the end of the provision of services relating to processing, and delete existing copies, unless Union law or Member State law requires storage of the personal data;
- make available to the controller all information necessary to demonstrate compliance with the obligations laid down in this Article, and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.

III. Rights and Obligations of the Contracting Parties

1. Upon termination of the Agreement, the processor shall delete the processed personal data.
2. The service provider is not liable for the content and data stored by the customer through the customer account. The customer declares and confirms that it has consent to process the personal data of third parties that will be processed for the purposes of providing the services.

IV. Term of the Agreement

1. The contracting parties agree that the Agreement is concluded for a definite term, namely until termination of the agreement on the provision of electronic invoice delivery services.
2. The contracting parties are entitled to withdraw from this Agreement in accordance with the provisions of the Commercial Code. Upon withdrawal from the Agreement, the Agreement terminates when, in accordance with that Act, the expression of will of the entitled party to withdraw from the Agreement is delivered to the other party. After that time, the effects of withdrawal from the Agreement cannot be revoked or changed without the consent of the other party.

V. Final Provisions

1. Before registering a customer account on the domain www.postarflowis.sk, the customer is asked to confirm that it has read this Agreement and agrees with it in full.

2. This Agreement and the relationships arising from it are governed by the substantive law of the Slovak Republic. The contracting parties agree that the courts of the Slovak Republic shall have jurisdiction to resolve disputes arising from this Agreement.
3. Rights and obligations not regulated by this Agreement shall be governed by the relevant provisions of the Copyright Act, the Commercial Code, Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and other generally binding legal regulations. In accordance with Section 5(7) of Act No. 22/2004 on Electronic Commerce, the contracting parties agree that the provisions of Section 5(3) to (6) of Act No. 22/2004 on Electronic Commerce shall not apply to them.