

GDPR Agreement

This Data Processing Agreement (“Agreement”) forms part of the Contract for Services (“Principal Agreement”) between Febspot (the “Company”) and members, registered members, guest, visitors, any persons visited website www.febspot.com, ads.febspot.com suppot.febspot.com (the “Data Processor”), (the “Febspot Platform”) (together as the “Parties”)

WHEREAS

(A) The Company acts as a Data Controller.

(B) The Company wishes to subcontract certain Services, which imply the processing of personal data, to the Data Processor.

(C) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

(D) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

1.1.1 “Agreement” means this Data Processing Agreement and all Schedules;

1.1.2 “Company Personal Data” means any Personal Data Processed by a Contracted Processor on behalf of Company pursuant to or in connection with the Principal Agreement;

1.1.3 “Contracted Processor” means a Subprocessor;

1.1.4 “Data Protection Laws” means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

1.1.5 “EEA” means the European Economic Area;

1.1.6 “EU Data Protection Laws” means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.7 “GDPR” means EU General Data Protection Regulation 2016/679;

1.1.8 “Data Transfer” means:

1.1.8.1 a transfer of Company Personal Data from the Company to a Contracted Processor; or

1.1.8.2 an onward transfer of Company Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer

would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);

1.1.9 “Services” means the www.febspot.com, ads.febspot.com, support.febspot.com and all additionally services the Company provides via domain, subdomain *febspot.com.

1.1.10 “Subprocessor” means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Company in connection with the Agreement.

1.2 The terms, “Commission”, “Controller”, “Data Subject”, “Member State”, “Personal Data”, “Personal Data Breach”, “Processing” and “Supervisory Authority” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Processing of Company Personal Data

2.1 Processor shall:

2.1.1 comply with all applicable Data Protection Laws in the Processing of Company Personal Data; and

2.1.2 not Process Company Personal Data other than on the relevant Company’s documented instructions.

2.2 The Company instructs Processor to process Company Personal Data.

3. Processor Personnel Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Company Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual’s duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to the Company Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security, Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Subprocessing

5.1 Processor shall not appoint (or disclose any Company Personal Data to) any Subprocessor unless required or authorized by the Company.

6. Data Subject Rights

6.1 Taking into account the nature of the Processing, Processor shall assist the Company by implementing appropriate technical and organisational measures, insofar as this is possible, for the

fulfilment of the Company obligations, as reasonably understood by Company, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 Processor shall:

6.2.1 promptly notify Company if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and

6.2.2 ensure that it does not respond to that request except on the documented instructions of Company or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform Company of that legal requirement before the Contracted Processor responds to the request.

7. Personal Data Breach

7.1 Processor shall notify Company without undue delay upon Processor becoming aware of a Personal Data Breach affecting Company Personal Data, providing Company with sufficient information to allow the Company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 Processor shall co-operate with the Company and take reasonable commercial steps as are directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. Data Protection Impact Assessment and Prior Consultation Processor shall provide reasonable assistance to the Company with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

9. Deletion or return of Company Personal Data

9.1 Subject to this section 9 Processor shall promptly and in any event within

10 business days of the date of cessation of any Services involving the Processing of Company Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Company Personal Data.

10. Audit rights

10.1 Subject to this section 10, Processor shall make available to the Company on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Company or an auditor mandated by the Company in relation to the Processing of the Company Personal Data by the Contracted Processors.

10.2 Information and audit rights of the Company only arise under section 10.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

11. Data Transfer

11.1 The Processor may not transfer or authorize the transfer of Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the Company. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

12. General Terms

12.1 Confidentiality. Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement (“Confidential Information”) confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that: (a) disclosure is required by law; (b) the relevant information is already in the public domain.

12.2 Notices. All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

13. Governing Law and Jurisdiction

13.1 This Agreement is governed by the laws of Poland.

13.2 Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of Poland, subject to possible appeal to Poland.

IN WITNESS WHEREOF, this Agreement is entered into with effect from the date first set out below.

Information Collection and Use, Types of Data Collected:

Cookies and Usage Data:

We use cookies and similar tracking technologies to track activity on our service and hold certain information.

Personal Data:

While using our service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you.

How We Use Your Information:

- To Provide and Maintain our Service
- To Notify you about Changes to our Service
- To Provide Customer Support
- To Gather Analysis or Valuable Information so that We Can Improve our Service
- To Monitor the Usage of our Service
- To Detect, Prevent and Address Technical Issues

Advertising

Personalized and Non-Personalized Ads

Personalized Ads At Febspot, in partnership with Google AdSense and according to your preferences, we can show personalized ads to our users within the EEA and the UK. Personalized ads are tailored to users based on their interests, demographics, and other criteria.

Compliance with Ad Technology Providers (ATPs) For the delivery of personalized ads, Ad Technology Providers (ATPs) may collect, receive, and use personal data. We are committed to transparency and will clearly identify all ATPs involved when obtaining user consent for the collection, sharing, and use of personal data for ads personalization.

Non-Personalized Ads For users who prefer not to receive personalized ads, or when required by their settings or regulations, we provide non-personalized ads. These ads do not rely on personal data based on user behavior but may use contextual information related to the content being viewed. Non-personalized ads may still use cookies for:

Frequency capping

Aggregated AD reporting

Combating fraud and abuse

Consent Requirements Even non-personalized ads require the use of cookies for the above purposes in countries covered by the EU ePrivacy Directive's cookie provisions. Accordingly, consent will be requested for such cookie use.

Special Considerations for Minors If a signed-in Google user in the EEA or the UK has provided age information and is under the age of consent as defined by GDPR, only non-personalized ads will be served to these users. This applies irrespective of other settings that may allow personalized ads under normal circumstances.

Your Choices

You have the control to manage your advertising preferences:

Users or Members may adjust their settings to opt out of personalized ads.

Users or Members can control cookies through their browser settings to limit cookie use as described.

Consent

By using Febspot Platform and agreeing to this policy, you consent to the use of cookies and personal data as outlined. Users have the right to withdraw consent at any time, affecting the type of ads they will see in the future.

Implementing User Preferences

To facilitate your preferences regarding personalized or non-personalized ads, you may modify your settings directly on our platform.

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Contact Us If you have any questions about this dokument, please contact us at:

e-mail: office@febspot.com

Advertising Certified Publishing Partners are trained experts on Google Ad Manager, Google AdSense, and/or Google AdMob, ADS Febspot.

Your personal data will be processed and information from your device (cookies, unique identifiers, and other device data) may be stored by, accessed by and shared with TCF vendor(s) and AD partner(s), or used specifically by The Company acts as a Data Controller.

Some vendors may process your personal data on the basis of legitimate interest, which you can object to by managing your options below. Look for a link at the bottom of this page or in our privacy policy where you can withdraw consent.

Personalised advertising and content, advertising and content measurement, audience research and services development.

What does TCF mean?

This vendor is registered with the IAB Europe Transparency and Consent Framework and subject to its policies.

Store and/or access information on a device

Cookies, device or similar online identifiers (e.g. login-based identifiers, randomly assigned identifiers, network based identifiers) together with other information (e.g. browser type and information, language, screen size, supported technologies etc.) can be stored or read on your device to recognise it each time it connects to an app or to a website, for one or several of the purposes presented here.

Use limited data to select advertising

Advertising presented to you on this service can be based on limited data, such as the website or app you are using, your non-precise location, your device type or which content you are (or have been) interacting with (for example, to limit the number of times an ad is presented to you).

Create profiles for personalised advertising

Information about your activity on this service (such as forms you submit, content you look at) can be stored and combined with other information about you (for example, information from your previous activity on this service and other websites or apps) or similar users. This is then used to build or improve a profile about you (that might include possible interests and personal aspects). Your profile can be used (also later) to present advertising that appears more relevant based on your possible interests by this and other entities.

Use profiles to select personalised advertising

Advertising presented to you on this service can be based on your advertising profiles, which can reflect your activity on this service or other websites or apps (like the forms you submit, content you look at), possible interests and personal aspects.

Create profiles to personalise content

Information about your activity on this service (for instance, forms you submit, non-advertising content you look at) can be stored and combined with other information about you (such as your previous activity on this service or other websites or apps) or similar users. This is then used to build or improve a profile about you (which might for example include possible interests and personal aspects). Your profile can be used (also later) to present content that appears more relevant based on your possible interests, such as by adapting the order in which content is shown to you, so that it is even easier for you to find content that matches your interests.

Use profiles to select personalised content

Content presented to you on this service can be based on your content personalisation profiles, which can reflect your activity on this or other services (for instance, the forms you submit, content you look at), possible interests and personal aspects. This can for example be used to adapt the order in which content is shown to you, so that it is even easier for you to find (non-advertising) content that matches your interests.

Measure advertising performance

Information regarding which advertising is presented to you and how you interact with it can be used to determine how well an advert has worked for you or other users and whether the goals of the advertising were reached. For instance, whether you saw an ad, whether you clicked on it, whether it led you to buy a product or visit a website, etc. This is very helpful to understand the relevance of advertising campaigns.

Measure content performance

Information regarding which content is presented to you and how you interact with it can be used to determine whether the (non-advertising) content e.g. reached its intended audience and matched your interests. For instance, whether you read an article, watch a video, listen to a podcast or look at a product description, how long you spent on this service and the web pages you visit etc. This is very helpful to understand the relevance of (non-advertising) content that is shown to you.

Understand audiences through statistics or combinations of data from different sources

Reports can be generated based on the combination of data sets (like user profiles, statistics, market research, analytics data) regarding your interactions and those of other users with advertising or (non-advertising) content to identify common characteristics (for instance, to determine which target audiences are more receptive to an ad campaign or to certain contents).

Develop and improve services

Information about your activity on this service, such as your interaction with ads or content, can be very helpful to improve products and services and to build new products and services based on user interactions, the type of audience, etc. This specific purpose does not include the development or improvement of user profiles and identifiers.

Use limited data to select content

Content presented to you on this service can be based on limited data, such as the website or app you are using, your non-precise location, your device type, or which content you are (or have been) interacting with (for example, to limit the number of times a video or an article is presented to you).

Ensure security, prevent and detect fraud, and fix errors

Your data can be used to monitor for and prevent unusual and possibly fraudulent activity (for example, regarding advertising, ad clicks by bots), and ensure systems and processes work properly and securely. It can also be used to correct any problems you, the publisher or the advertiser may encounter in the delivery of content and ads and in your interaction with them.

Deliver and present advertising and content

Certain information (like an IP address or device capabilities) is used to ensure the technical compatibility of the content or advertising, and to facilitate the transmission of the content or ad to your device.

Match and combine data from other data sources

Information about your activity on this service may be matched and combined with other information relating to you and originating from various sources (for instance your activity on a separate online service, your use of a loyalty card in-store, or your answers to a survey), in support of the purposes explained in this notice.

Link different devices

In support of the purposes explained in this notice, your device might be considered as likely linked to other devices that belong to you or your household (for instance because you are logged in to the same service on both your phone and your computer, or because you may use the same Internet connection on both devices).

Identify devices based on information transmitted automatically

Your device might be distinguished from other devices based on information it automatically sends when accessing the Internet (for instance, the IP address of your Internet connection or the type of browser you are using) in support of the purposes exposed in this notice.

Use precise geolocation data

With your acceptance, your precise location (within a radius of less than 500 metres) may be used in support of the purposes explained in this notice.

You understand and bear full responsibility for the contents of this document including legal grounds.

Additionally, we ask your confirmation:

Privacy Policy <https://www.febspot.com/terms/>

Terms of Service <https://www.febspot.com/terms/service/>

Copyright Policy <https://www.febspot.com/terms/copyright/>

Cookie Policy <https://www.febspot.com/terms/cookie/>

You acknowledge and agree that the Terms will continue to be enforceable for as long as You use the Febspot Platform or any of its features, whether or not You are a Viewer, an Account Applicant, a User or a Partner. For the sake of clarity, watching videos from the Febspot Platform, exporting the Febspot Video Player, and/or maintaining a Febspot Account are all deemed uses of the Febspot Platform.

Any obligations which expressly or by their nature continue after termination, cancellation, or expiration of the Terms shall survive and remain in effect after such happening.

3. You agree that if one or more provision of the Terms is considered to be not enforceable as a result of the application of a Law, regulation, or the decision of a competent body having jurisdiction, it will be treated as not forming part of the Terms and all other provisions stated herein will remain in force.

4. You also acknowledge that if Febspot does not take immediate action in the case You fail to comply with the Terms, this shall not mean that Febspot is giving up on any rights that we may have, including but not limited to the right to take action in the future.

5. If You reside in a country that is a part of the European Economic Area, the United Kingdom or in Switzerland, You agree that any dispute between You and Febspot arising out of or relating in any way to the Terms or Your use of the Febspot Platform shall be interpreted in accordance with the laws of France, without reference to its conflicts of laws, and notwithstanding multiple defendants or third-party claims. You also agree that any claim or dispute between You and Febspot shall be decided by a court of competent jurisdiction located in Paris.

If You reside in a country that is not part of the European Economic Area, the United Kingdom or is not Switzerland, You agree that any dispute between You and Febspot arising out of or relating in any way to the Terms or Your use of the Febspot Platform shall be interpreted in accordance with the Poland laws, without reference to its conflicts of laws, and notwithstanding multiple defendants or third-party claims. You also agree that any claim or dispute between You and Febspot shall be decided by a court of competent jurisdiction located in the Poland county.

6. Subject to any Febspot Partner Program Agreement as mentioned in Section 6., the Terms constitute the entire agreement between Febspot and You with respect to the Febspot Platform and shall supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between You and Febspot with respect to the Febspot Platform.

7. A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and record originally generated and maintained in printed form.

8. You agree that Febspot may provide You with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Febspot Platform.

9. If one or more provision of the Terms is considered to be invalid as such or as a result of the application of a law, regulation, or the decision of a competent body having jurisdiction, it will be treated as not forming part of the Terms and all other conditions of the Terms will remain in force.

10. No waiver by either Party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

11. You affirm that You are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in the Terms, and to abide by and comply with the Terms. In any case, You affirm that You are over the age of 18, as the Febspot Platform is not intended for children under 18. If You are under 18 years of age, then please do not use the Febspot Platform

Data Protection Officer: office@febspot.com

Owner contact email: office@febspot.com

Since the use of third-party Trackers through this Febspot Platform cannot be fully controlled by the Owner, any specific references to third-party Trackers are to be considered indicative. In order to obtain complete information, Users are kindly requested to consult the privacy policies of the respective third-party services listed in this document.

Given the objective complexity surrounding tracking technologies, Users are encouraged to contact the Owner should they wish

to receive any further information on the use of such technologies by Febspot Platform.

Definitions and legal references

Personal Data (or Data)

Any information that directly, indirectly, or in connection with other information — including a personal identification number — allows for the identification or identifiability of a natural person.

Usage Data

Information collected automatically through Febspot Platform (or third-party services employed in this Febspot Platform), which can include:

the IP addresses or domain names of the computers utilized by the Users who use this Febspot Platform, the URI addresses (Uniform Resource Identifier), the time of the request, the method utilized to submit the request to the server, the size of the file received in response, the numerical code indicating the status of the server's answer (successful outcome, error, etc.), the country of origin, the features of the browser and the operating system utilized by the User, the various time details per visit (e.g., the time spent on each page within the Application) and the details about the path followed within the Application with special reference to the sequence of pages visited, and other parameters about the device operating system and/or the

User's IT environment.

User

The individual using this Febspot Platform who, unless otherwise specified, coincides with the Data Subject.

Data Subject

The natural person to whom the Personal Data refers.

Data Processor (or Processor)

The natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller, as described in this privacy policy.

Data Controller (or Owner)

The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes

and means of the processing of Personal Data, including the security measures concerning the operation and use of this Febspot Platform.

The Data Controller, unless otherwise specified, is the Owner of this Febspot Platform.

This Febspot Platform (or this Application)

The means by which the Personal Data of the User is collected and processed.

Service

The service provided by this Febspot Platform as described in the relative terms (if available) and on this site/application.

European Union (or EU)

Unless otherwise specified, all references made within this document to the European Union include all current member states to the European Union and the European Economic Area.

Cookie

Cookies are Trackers consisting of small sets of data stored in the User's browser. Cookie Policy <https://www.febspot.com/terms/cookie/>

Tracker

Tracker indicates any technology - e.g Cookies, unique identifiers, web beacons, embedded scripts, e-tags and fingerprinting - that enables the tracking of Users, for example by accessing or storing information on the User's device.

Legal information

This privacy statement has been prepared based on provisions of multiple legislations.

This privacy policy relates solely to this Febspot Platform, if not stated otherwise within this document.

Last Updated: March 01, 2024