

TERMS OF USE OF THE DARK WEB MONITORING SERVICE

General Information

Dark Web Monitoring Service is regulated by the Terms of Use of the Dark Web Monitoring Service ("Terms" or "Agreement").

By entering the data and checking the box preceding/following the Terms, you accept and agree to these Terms, which constitute an Agreement between Span d.d. ("Span", i.e. "Us") and you ("Client") concerning the provision of Span's services and products and/or third party services and products.

On the behalf of the Client, the Dark Web Monitoring Service is managed by Span d.d., with the registered office in Zagreb, Koturaška cesta 47, registered at the Commercial Court in Zagreb under registration number (MBS): 080192242, personal identification number (OIB): 19680551758.

If you do not accept these Terms, please do not proceed with the following steps.

A person that accepts and agrees to these Terms shall ensure that they are duly authorised to accept these Terms on their own behalf, or on the behalf of and account of the entity that accepts and agrees to these Terms.

If the use of the Dark Web Monitoring Service was previously prohibited to you by Span, you are prohibited the access to or the use of the Dark Web Monitoring Service.

The User is not authorised to use the Dark Web Monitoring Service on their own, but it shall be done solely by Span on the behalf of the User.

DEFINITIONS

Along with all the definitions stated in the Agreement, the following terms shall have the following meaning:

- a) "Client" means a legal person that accepts these Terms of Use of the Dark Web Monitoring Service for their business purposes. Client may only be a person carrying out an economic activity. This service cannot be used by natural persons.
- b) "Authorized User" means any individual authorised by the Client to register the User and use the Dark Web Monitoring Service.
- c) "Dark Web Monitoring" (DWM) is a specialized service enabling the Clients to systematically monitor relevant sources on the dark web, pastebin services and closed communication channels, with the purpose of early detection of security threats that involve their domain, employees, services or other identifiers.
- d) "Input Information" means any information that the Authorized User enters in the web form while registering for the DWM Service, and it consists exclusively of the first and last name, company name, job position of the Authorized User, and business e-mail address.
- e) "Data on the Use of Service" means any information on the used products and services, quantities and types of specified goods, as well as all the related information necessary for the provision of products and services through DWM Service.
- f) "Client Data" means any data and information that the Client or Authorized Users enter or transfer to Span.
- g) "Personal Data" means any data concerning an identified or identifiable natural person. Identifiable natural person is a person whose identity can be identified, directly or indirectly, by means of specific reference to a particular identifier, such as name, identification number, location data, online identifier, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- h) "Monitoring Data" consists of e-mail addresses

- i) "Dataset" is a set of commercially maintained high-risk data used for searching.
- j) "Critical Findings" involve information on security threats that require immediate reaction.
- k) "Report" consists of the following data: identity, redacted password, and source. It serves as a preliminary overview of data found on dark web.

REGISTRATION

The User shall register for the use of the DWM Service by filling out the form on the website: [Dark web monitoring | Span.eu](https://www.span.eu)

After filling out and sending the web form, Span is authorised to verify the User by sending them the identity confirmation request on the e-mail address provided by the Authorized User while filling out the web form.

If Span receives the Client confirmation from the e-mail address provided in the web form, they are authorised, based on the discretionary assessment, to grant or deny the use of the DWM Service to the Client. Span is not obliged to communicate the decision granting or denying the DWM Service to the Client.

If Span decides to allow the use of the DWM Service to the User, they will contact the User by sending another message with the report on the provided DWM Service to the e-mail address provided by the User in the web form.

GENERAL OBLIGATIONS OF PARTIES TO THE AGREEMENT

Span undertakes to perform the agreed Service with all the necessary skills, diligence, prudence and precaution, as reasonably expected from the skilled service provider experienced in the area.

Given the specificities of the services offered, and therefore Span's limited capacity, you as a Client agree to the fact that Span reserves the right, at its own discretion, to grant or deny the DWM Service to the Client depending on the available capacity, and therefore waive any right to object or any compensation.

You are responsible for all the Input Information entered while filling out the web form.

You are responsible for: (i) assigning the relevant authorisations to the Authorized User, (ii) the use of your data by your Authorized Users, (iii) all the actions or omissions done by your Authorized Users, regardless of whether you authorised someone for those actions or they were done by you, your Authorized Users or any third party, and which are beyond your control. You hereby confirm that you informed your Authorized Users about their responsibilities and obligations under this Agreement, and that they agree to them.

If you become aware of the breach of an obligation from this Agreement by any of your Authorized Users, and any misuse or any security incident related to the DWM Service, you shall notify Span thereof without delay, and restrict or withdraw all the authorisations under this Agreement from such Authorized User, and cooperate with Span on addressing the suspected breach.

You remain solely responsible for all the information, instructions and materials provided to Span for the purpose of this Agreement. Span shall not be responsible for any mistakes or deficiencies caused by or related to your information, instructions and/or material.

RESTRICTIONS OF USE

By using the DWM Service, you expressly agree not to participate in any activity nor transfer any information which, at our sole discretion:

- a) is illegal or violates any law or regulation;
- b) promotes illegal actions or discusses illegal actions with the intention of engaging in them;
- c) violates any third party right, including, but not limited to right to privacy, public's right, copyright, trademark, patent, business secret or any other intellectual property or proprietary rights;
- d) is harmful, threatening, offensive, disturbing, rude, defamatory, sexually explicit or pornographic, discriminating, vulgar, obscene, immoral, constitutes hate speech, is violent or encourages violence, is offensive or unwelcome in any other way;
- e) obstructs the use of the DWM Service for any other party;
- f) constitutes an attempt of misrepresentation;
- g) is commercial in a way that violates these Terms, including, but not limited to the use of services and/or results of the DWM Service for spam, surveys, contests, pyramid schemes or other promotional materials;
- h) falsely states, falsely represents or hides your connection to another person or another entity;
- i) distributes computer viruses or other codes, files or programmes that disrupt, damage or restrict the functionality of any computer software or hardware or electronic communications equipment;
- j) obstructs, disrupts, disables, overwhelms or damage the functionality or use of any feature of service delivery;
- k) "hacks" or accesses our proprietary or confidential files or files of another client without permission;
- l) inappropriately asks for personal or sensitive data from other clients, including, without limitation the address, credit card or financial account information or passwords;
- m) decompiles, performs reverse engineering, disassembles or attempts to derive the source code in another way, except as expressly permitted pursuant to these Terms or the law, but even in that case only to the extent permitted by the applicable law without consent;
- n) removes, circumvents, disables, damages or in any other way obstructs the security features or features imposed by the restrictions of use of the DWM Service;
- o) modifies, copies, collects or indexes, shows, distributes, publishes, licenses, sells, leases, rents, borrows, transfers or in any other way commercializes any material or content created by providing the DWM Service;
- p) uses the DWM service for *benchmarking* or collecting the information for product or service;
- q) downloads (except via temporary *page caching* the data needed for personal use, or as otherwise expressly permitted under these Terms), distributes, publishes, transfers, performs, reproduces, broadcasts, copies, licenses, creates derivative works or offers for sale any content or other information contained on or obtained from or through the DWM Service, in any way not provided for in these Terms or with the prior written consent of Span; or
- r) attempts to do any of the above.

Furthermore, you undertake not to do nor allow others to do the following related to the DWM Service:

- a) use the DWM Service in a way that circumvents the restrictions of use from this Agreement or goes beyond the authorized use or usage metrics stated in these Terms or any other applicable terms;
- b) license, sublicense, sell, resell, lease, rent, transfer, distribute or timeshare or in any other way make any part of the DWM Service available for access to third parties, unless otherwise expressly stated in these Terms;
- c) access the DWM Service or use it for the purpose of: (i) development or operation of the product or services intended for supply to third parties that are Span's competitors or (ii) permitting the access to your user account to Span's direct competitors.

You accept the fact that we are not required to monitor your—or anyone’s—access to service or use of results of the DWM Service concerning the violation of these Terms, nor are we required to review or edit any kind of content. However, we have the right to do so for the purpose of operation and improvement of the DWM Service (including, without limitation the fraud prevention, risk assessment, investigations and customer support, analytics and advertising), in order to ensure your compliance with these Terms, and in accordance with the applicable law or by order or request of the court, consent decree, administration agency or other state authority.

DATA SECURITY AND PRIVACY

Terms and conditions with regard to the processing of personal data are set out in Data Processing Terms given in Appendix 1 of these Terms (Data Processing Terms).

We may process data on the use of services in order to be able to offer you products and services, and for the purpose of improving the DWM service or extracting and presenting statistics, recommendations and comparisons. For example, we may process data on the use of services in order to deliver a report on the results of the service provided.

We will never disclose the data on the use of services to any third party.

All the data, statistics or comparisons derived from the data on the use of services shared via e-mail or another way shall be processed in a manner that reduces the possibility of identification of any entity. We may also process the data on the use of services in order to provide you with support services or investigate fraud, misuse or violation of these Terms.

We may send you messages with the information and updates related to the DWM Service.

Your data on the use of services may be stored with us or with a third party service provider, where appropriate. Data on the use of services is stored solely for the purpose of proper functioning of the DWM Service, and for you to be able to order and receive services and results of the services from Span or a third party.

You accept and consent to us being able to access, keep or share any information of yours when we, in good faith, deem such sharing reasonably necessary for investigating, preventing or taking action in relation to possible illegal activities or in accordance with a legal proceeding (e.g. court summon or another legal proceeding). We may also share your data in situations involving potential threats to physical security of any person, violation of these Terms, or in order to respond to claims alleging a violation of rights of a third party and/or for the purpose of protection of rights, assets and security of Span, its employees, users or the public. This may include sharing your data with competent law enforcement authorities, government agencies or courts.

You are responsible for the data that you or your Authorized Users enter when registering using web form.

Moreover, you are responsible for obtaining all the necessary rights and licences for using Client’s data by you, as set out in these Terms. You agree to have the legal right and authorisations to access, use and disclose all the Client’s data to Span. You authorise Span to access Client’s data, process and use them, as appropriate, for the purpose of fulfilling Span’s obligations as set out in these Terms, including providing the DWM Service.

Data regarding your entered data are considered to be confidential and may be transferred only between parties to the agreement and their affiliated companies, employees, consultants, agents or professional counsellors. Disclosing entered data does not constitute a breach of confidentiality if done for the purpose of providing the service, and the manufacturer of a product or service provider being the person to whom the data is disclosed.

Span will adopt all the necessary measures for the protection of confidential data of its Clients. Access to confidential data is given solely to persons who must know such data, and such access is available only to person/persons who accepted confidentiality obligation with regard to Span. At the end of the contractual relationship, Span will destroy all the confidential data. Exceptions include data which is required to be kept pursuant to applicable law, and routinely created back-ups of electronically exchanged confidential data. In that case, obligation related to data confidentiality continues through the whole period of obligation of keeping such data.

PRICE AND PAYMENT

In accordance with these Terms, no fee shall be payable for using the DWM Service.

CHANGES

For the purpose of continuous improvement of the DWM Service, Span may make commercially reasonable changes to services at any time. We will make efforts in every commercially reasonable way to inform you about all the material changes to the DWM Service.

We reserve the right to modify or cease to provide the DWM Service (or any part or content of it) at any time, without prior notice. We shall modify, suspend or terminate the DWM Service without any liability to you or any third party.

We reserve the right to update, change or replace any part of these Terms at our own discretion. The latest version of these Terms will be published on Span's website, and it is your responsibility to periodically check our website for changes. If changes shall include material changes that affect your rights or obligations, you will be informed of such changes in a reasonable manner, which may also involve an e-mail notification.

Using the DWM Service after each such change will ultimately be considered as a general acceptance of such change. If you do not accept certain changes, you may cease to use the DWM Service in accordance with these Terms.

DURATION AND TERMINATION OF THE AGREEMENT

These Terms shall be in force until the completion of the Service, i.e. submission of the final report.

You may terminate the use of the DWM Service at any time by sending the request to: info@span.hr. Span may also voluntarily terminate (or suspend) your use of the DWM Service, for any reason and at our own discretion, by sending the notification to e-mail address provided while entering the data in the web form.

Parties agree that these Terms, their existence and validity, may depend on the existence and validity of contracts concluded with Span or with third parties. In case you terminate your use of the DWM Service, further use of the products ordered depends solely on the terms and conditions of the manufacturer. In no circumstances shall you have the right to a compensation from Span, nor shall you be entitled to any other claim.

We may terminate this Agreement without a notice period immediately after we inform you about that:

- a) for the purpose of compliance with the law or requests of the national authorities;
- b) if our relationship with a third party providing the software or other technology used by Span for the provision of the DWM Service expires, terminates or requires from Span to change the way in which it provides any part of the DWM Service; or
- c) if access to the DWM Service was denied to you pursuant to these Terms;

d) based on our discretionary assessment.

This Agreement may be terminated by sending the notification to Span if:

- a) Span materially violates the Agreement and does not remedy the violation observed within 10 days after receiving notification;

After the termination, Span will cease to provide the DWM Service in accordance with this Agreement.

If these Terms expire or terminate for any reason: (a) all your obligations toward Span that occurred prior to the entry into force of the date of expiration or termination shall remain in force; (b) usage rights granted to you related to the DWM Service and intellectual property shall immediately terminate; (c) Span's obligation to provide all further services pursuant to these Terms shall immediately terminate, except for the services that expressly must be provided after the expiration or termination of these Terms.

Every provision of the Agreement applicable even after the expiration or termination shall remain in force, including, but not limited to confidentiality, restrictions in using intellectual property, limits of liability and guarantee and claims waiver, applicable law, and payment of your obligation occurred prior to such termination or cancellation. When the Service is cancelled or terminated, it is not possible to restore nor recover any data, including, but not limited to your data on the use of the Service, and your personal data, except in accordance with the Data Processing Terms.

INTELLECTUAL PROPERTY RIGHTS

Results of the DWM Service remain owned and managed by Span.

Unless as expressly stated in these Terms, these Terms do not provide any rights, implicit or other, in relation to another party's content or any intellectual property of another party to neither party. Span or its license providers own all the rights, property or interests in the Service or results of the DWM Service, as well as all the related rights concerning technology or intellectual property.

Unless as expressly stated in these Terms, all the rights related to the Service and the results of the DWM Service provided are and shall remain exclusively owned by Span or its license providers. For reasons of clarity, this involves any and the entire content of the DWM Service provided, including, but not limited to text, images, graphics, logos, headers, button icons, digital downloads, data compilation, software, trademarks, service codes, commercial appearance, audio, video, data and other materials (jointly "content"), and any part of the online services, except for the material which does not constitute the intellectual property of a third party. By means of these Terms, no such rights are transferred nor given to you. You must not take any action that could jeopardize, restrict or interfere with the rights of Span or its license providers.

By accepting these Terms, we provide you with a limited, non-exclusive license that is non-transferable and cannot be sublicensed, and relates to the access to and use of the results of the provided DWM Service for your internal purposes, and solely as expressly permitted by these Terms. You must not use nor permit the use of the results of the provided DWM Service for any illegal purpose or in any way that does not comply with the provisions of these Terms. If you are or you become Span's direct competitor, you must not access nor use the DWM Service without prior explicit, written approval of Span, and even in that case only for the purposes you have written authorisation for. Your violation of any license-related provision stated in this section may result in immediate termination of your right to use the DWM Service, as well as in potential liability for the violation of copyrights, or other actions depending on the circumstances.

All the results of the provided DWM Service constitute works protected by Span's or third party's copyright. Unauthorized reproduction or distribution of services or products is explicitly prohibited by the law and may result in civil and criminal sanctions. Infringers may be prosecuted.

DISCLAIMER

Except as expressly provided for in this Agreement, to the maximum extent allowed under the applicable law, we do not provide any other guarantees of any kind, whether explicit, implicit, legal or other, including warranty of merchantability, fitness for use, and non-infringement. We do not take responsibility for deletion or failed storage of your data or other communication that is maintained or transferred by means of the DWM Service. We do not guarantee the provision of the DWM Service without any errors.

You are responsible for all the costs related to sending messages and data that may occur while you use the DWM Service. Service may be used exclusively by means of devices that you own or control, and that use only authorized operating systems.

We do not take any responsibility for third party products and services that you order through the DWM Service to the maximum extent allowed under the law.

While providing the DWM Service, Span relies on the third party service providers. By using the DWM Service, you expressly consent to Span's usage of the mentioned service providers and the collection of data necessary for the management of the DWM Service.

THIRD PARTY CONTENT

SPAN IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEBSITES OUTSIDE SPAN'S DOMAIN, NOR FOR THE USER CONTENT. You agree to us not being responsible for any loss or damage of any kind that arises from such activities, or as a result of presence of such partners or links to websites or third party resources.

LIMIT OF LIABILITY

Due to the nature of free use of the DWM Service, parties here agree not to claim from one another any damages and/or loss of profit that may result from the provision of the DWM Service and/or its results.

None of the parties nor its suppliers shall be held responsible for business interruption or loss of business information.

Limits of liability from this section apply to the maximum extent allowed under the law in force.

GUARANTEES AND WAIVERS OF LIABILITY

THIS SECTION WITH WAIVERS OF LIABILITY CONSTITUTES AN ESSENTIAL PART OF THESE TERMS. YOU ACKNOWLEDGE THAT YOU USE THE DWM SERVICE AND ITS RESULTS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT ALLOWED UNDER THE LAW IN FORCE, THE DWM SERVICE IS PROVIDED "AS IS", "WITH ANY DEFECTS" AND "AS AVAILABLE", WITHOUT GUARANTEES OF ANY KIND, WHETHER EXPLICIT, IMPLICIT, LEGAL OR OTHER, INCLUDING, BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, OWNERSHIP, ACCURACY, INTEGRITY, RELIABILITY, NON-INFRINGEMENT OF RIGHTS OR ANY OTHER GUARANTEE, CONDITION OR REPRESENTATION IN VERBAL, WRITTEN OR ELECTRONIC FORM.

SPAN DOES NOT GUARANTEE THAT THE RESULTS OF THE SERVICE PROVIDED UNIQUELY INDICATE THE EXISTENCE OR NON-EXISTENCE OF A THREAT, GIVEN THE FACT THAT THE REPORT IS CREATED BY CONSIDERING A LIMITED SET OF DATA.

SPAN DOES NOT GUARANTEE THAT THE USE OF THE DWM SERVICE WILL FULFILL YOUR REQUIREMENTS.

SPAN CANNOT GUARANTEE (IN RELATION TO THIRD PARTY ACTIONS), BUT WILL DO ITS BEST TO ENSURE THAT THE USE OF THE DWM SERVICE AND ITS DELIVERY DOES NOT CONTAIN A MALICIOUS CODE, OR THAT THERE ARE NO ERRORS OR OMISSIONS, OR LOSS OR SECURITY BREACH OF TRANSFERRED INFORMATION, OR THAT NO VIRUSES ARE TRANSFERRED DURING ACCESS OR USE.

WE RECOMMEND YOU PROTECT YOUR DATA, THAT YOU BE CAREFUL, AND NOT TO RELY IN ANY WAY TO PROPER FUNCTIONING OR IMPLEMENTATION OF THE SERVICE AND/OR SUPPORTING MATERIAL.

COMPENSATION

You must defend, indemnify and protect us, our branches, staff, directors, employees, suppliers, consultants and agents from any requests of a third party, liability, damage and costs (including, but not limited to lawyers' fees) that arise from or are related to: (a) your access to and use of the DWM Service; (b) violation of these Terms done by you or Authorized User of your account, as appropriate; (c) violation of any intellectual property or other right of any person or entity that you committed; (d) nature and content of Client's data that is processed by accessing the DWM Service; or (e) any products or service you received in relation to the DWM Service.

Span reserves exclusive right to compensation, compromise and payment, without your prior consent, of any and every claim or cause of action that was initiated against us. We reserve the right, at your expense, to take over exclusive defence and control over any matter for which you shall indemnify us, and you agree to cooperate with us in the defence against such claims. You consent not to deal with any case in which we act as a respondent and/or for which you have the obligation to pay compensation without our prior written consent. We will make efforts in every reasonable way to notify you of any such claim, action or procedure as soon as we become aware of them.

FINAL PROVISIONS

These Terms and all the explicitly included documents referred to herein constitute a final, complete and exclusive agreement between you and Span in relation to the DWM Service provided pursuant to these Terms. These Terms replace all the previous agreements, and parties shall waive any reliance to previous verbal and written communication in relation to this matter, and apply to exclusion of all other conditions that you want to impose or include, or that are implied by trade, customs, practice or business method. Span hereby rejects all further or conflicting conditions that appear in the purchase order or any other document intended for ordering that you sent, and agrees only to conditions based on these Terms and provisions provided by Span. Except for what is expressly permitted by these Terms, no amendments or additions of these Terms and provisions shall be in force unless made in writing.

Span may modify these Terms at any time, with prior notification to the Client concerning such modification 30 days before entry into force. Such modifications will be published on Span's website and will apply in the future.

At any given moment, you and Span are independent contractors and do not represent each other. These Terms are not intended for pursuing joint ventures, partnerships or franchise relations between the parties. Parties that are not parties to this Agreement cannot benefit from these Terms and cannot implement them. These Terms do not have third party users. You must not declare to anyone that you are Span's agent or that you are in any other way authorized to link or oblige Span in any way without Span's prior written consent, if such relation exists.

We may provide you with notifications pursuant to this Agreement by sending an e-mail to your e-mail address for receiving notifications. You may send a notification related to this Agreement by sending an e-mail to info@span.hr.

The notification will be considered received with receipt confirmed in written form or by means of an automated confirmation or electronic record (if applicable).

No party to this Agreement shall be responsible for failure to fulfil the obligations from this Agreement to the extent in which such failure is caused by force majeure (including natural disasters, pandemic, war, terrorism, including cyber terrorism, civil disturbance, action of a government entity, strike, security incident, failure of electronic or mechanical equipment or lines of communication and other causes beyond reasonable control of a party). Party affected by the force majeure event will notify the other party, within commercially reasonable timeframe, and will make every effort to proceed with the fulfilment of its obligations. Obligations that were not fulfilled due to a force majeure event shall be fulfilled as soon as possible after the end of the force majeure event.

These Terms are regulated in accordance with the laws of the Republic of Croatia and are subject to exclusive competence of the competent court in Zagreb, Croatia, and exclude every and any reference to foreign law.

Each party bears its own costs and expenses arising from the attempt at informal dispute resolution. Costs and expenses arising from any legal action or other procedure that the parties may have in relation to the dispute will be determined by the court or another authority that gives judgement in relation to the dispute.

Electronic communication.

You agree to receive all the communication, contracts and notifications we provide in relation to the DWM Service, including, but not limited to communication related to our supply of the DWM Service via electronic means, including e-mail, text messages, notifications within the product or those published on Span's website. You agree to the fact that all the communication we send to you electronically conforms to all the legal requirements that such communication be sent in written form or delivered in a specific manner, and you agree to keep your contact information up to date.

Language

Official language of communication is Croatian. In cases of doubt, Croatian version of the document prevails over English version.

Transfer of rights

You must not transfer your rights or obligations nor delegate your responsibilities pursuant to this Agreement without Span's prior written consent. If you receive such consent, your heirs or entitled persons undertake to commit to these Terms. Each attempt at transferring your rights, duties or obligations pursuant to these Terms shall be considered void, except as expressly stated herein. Span may, at any time, freely transfer its rights, duties and obligations from this Agreement without any notification.

Trade restrictions.

You accept and declare that you are not subject to any trade restrictions imposed by any government. You are exclusively responsible for the compliance with trade restrictions in relation to all your data and any content of the data transferred by means of the DWM Service.

Waiver.

Your or Span's waiver of violation of any provision of these Terms does not imply that you waive any other violation. Failure of any party to these Terms to insist on rigorous implementation of any contract or obligation pursuant to these Terms shall not constitute waiver of such party to require strict compliance in the future, nor shall it be interpreted as a renewal of these Terms.

Validity.

If any part of these Terms is found to be illegal, unenforceable or invalid in any way, the remaining parts of these Terms shall remain in full force. If any substantive limitation or restriction to allocation of any license pursuant to these Terms is found to be illegal, unenforceable or invalid, the license in question shall immediately be cancelled.

Interpretation.

Any ambiguity in interpretation of these Terms shall not be interpreted to the disadvantage of the drafter.

Denominations.

Denominations in these Terms are used solely for the reasons of practicability in making references, and must not be consulted for aid in the interpretation of these Terms.

How to contact us? If you have any questions or concerns in relation to the Service or these Terms, contact us at info@span.hr

Appendix I

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TERMS OF USE OF THE DWM SERVICE

Data Processing Terms

In accordance with Article 28 of 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 (hereinafter: General Regulation, Regulation or GDPR), the parties jointly establish the following conditions for the processing of personal data after accepting the Terms of Use of the DWM Service (hereinafter: Agreement).

DATA CONTROLLER INFORMATION

Name of the entity: Span d.d.

Address: Koturaška cesta 47, 10000 Zagreb, Croatia

Data Protection Officer contact information: dpo@span.eu, telephone: +385 1 6690 200

Personal data protection policy: Span's [Privacy Notice](#) offers a detailed overview of ways in which Span processes data.

DEFINITIONS:

Personal data – any information relating to an identified or identifiable natural person (“data subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Data on the use of service means any information on the used services, as well as all the related information necessary for the provision of the DWM Service.

Processing – any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Controller – 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; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law – in the context of this Appendix, “Span” is the Controller.

Processor – a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

Personal data breach – a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

Instruction – written instruction given to the Processor by the Controller in relation to the processing of personal data or any other written instruction of the Controller addressed to the Processor.

PROCESSORS

The Client hereby acknowledges to have detailed knowledge of and to accept the following terms and conditions in relation to the processing of data on our part:

- Span's Privacy Policy – [Privacy Notice](#)

By filling out the web form and accepting these Terms, it is assumed that you are aware of the terms of use and the processing of data, and that you agree to them.

SCOPE

Provisions of these Data Processing Terms define the scope, categories of data subjects, type of personal data, and nature, purpose and duration of the processing.

These Data Processing Terms do not apply to Client's data regarding the use if such data does not include personal data.

CATEGORIES OF DATA SUBJECTS

Scope of the processing of personal data is the processing of Client's data for the purpose of fulfilment of contractual obligations stated in the Terms of Use of the DWM Service.

Categories of data subjects whose personal data Span processes:

- Client's representatives
- Client's employees

TYPE OF PERSONAL DATA

Type of personal data processed for the purpose of Span's implementation of the Agreement:

- name and contact information – your first and last name, e-mail address, other similar contact data, i.e. data necessary for the provision of the DWM Service.

NATURE AND PURPOSE OF THE PROCESSING

When we process your personal data, we do so as required to provide the services, operate our business, meet our contractual and legal obligations, protect the security of our systems and our customers, or fulfil other legitimate interests of Span. In other words, we process personal data for the following purposes:

- allowing you to use the DWM Service;
- delivering reports;
- providing you with products and services – we use only necessary data to operate the DWM Service and provide you products and services to fulfil our contractual obligations;
- contact – we can process your data in order to contact you in order to fulfil our contractual obligations;
- customer support – we use data to investigate incidents.

Legal basis underlying the processing of personal data can fall within the following categories:

LEGITIMATE INTEREST:

- Promotional communication – we use data we collect to deliver promotional communication.

FULFILLING LEGAL OBLIGATIONS:

- Protecting rights and property – we use data to detect and prevent fraud, resolve disputes, enforce agreements, and protect our property;
- Legal compliance – we use data to comply with legal and regulatory provisions and regulations within and outside the territory of the Republic of Croatia (accounting regulation, etc.).

FULFILLING CONTRACTUAL OBLIGATIONS:

- Fulfilling the commitments pursuant to the Terms of Use of the DWM Service.

DURATION OF THE PROCESSING

The processing of personal data shall persist from the date that the personal data is provided by the Client, until the termination of the Agreement, unless there is a legal obligation of further keeping the specific data.

RIGHTS AND OBLIGATIONS OF THE PARTIES

Rights and obligations of the Client:

- The Client is obliged to ensure that all of the personal data transferred to Span is collected with appropriate rights in lawful, fair and transparent way and that the processing of the collected data is in accordance with the GDPR and national law;
- The Client agrees that they will not transfer any content containing personal data when using it, unless such content is necessary for the execution of the contractual obligations and described in this Appendix;
- During and after the expiration of the Agreement, the Client has the right to request from Span to correct, delete, block and transfer the data of the Client, all according to the GDPR and also assure that this information is known and available to the individuals whose personal data Span is processing in accordance with this Appendix 1;
- The Client may at any time review the processing of the Client's data by Span to ensure that the processing is carried out in accordance with the provisions of this Appendix, Agreement, GDPR and national law;
- The Client may exercise their rights and instruct individuals whose personal data Span is processing on how to do so according to the Chapter III of the GDPR.

Rights and obligations of Span:

- Process the Client's data in a lawful manner and consistent with the original purpose of collecting the Client's data, i.e. Span shall not process any of the personal data in a manner outside the scope and purpose of processing provided for in the Agreement and this Appendix, including, but not limited to processing data of Clients for their own benefit;
- Ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- Take all measures required pursuant to Article 32 of the GDPR;
- Respect the conditions referred to in GDPR for hiring other processors;
- Taking into account the nature of the processing, assist the Clients by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- Assist the Clients in ensuring compliance with the obligations pursuant to Articles 32 to 36 taking into account the nature of processing and the information available to the Clients;

- Delete or return all the personal data to the Client after the end of the provision of services relating to processing, and delete existing copies unless Union or Member State law requires storage of the personal data;
- Make available to the Client all information necessary to demonstrate compliance with the obligations laid down in this Appendix and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client;
- Span shall not hire a data processor without prior specific or general written authorisation of the Client. In the case of general written authorisation, Span shall inform the Client of any intended changes concerning the addition or replacement of processors, thereby giving the Client the opportunity to object to such changes.

NOTIFICATION ON PERSONAL DATA BREACH

Span shall, without undue delay, inform the Client after learning of the personal data breach, including, but not limited to breach of this Appendix, instructions, Regulation or national law by the Processor or any of its employees within and in accordance with the obligations defined by the GDPR.

Information on personal data breach must contain all the information prescribed by Article 33 of the GDPR.

ACCESS TO DATA AND DATA SHARING

The following legal entities may have access to the personal data of the Client for the purpose of providing the DWM Service and are considered Processors:

- N/A

For the purposes of the execution of the Agreement, it is determined that the Client gives Span right to disclose and/or transfer the Client's data to the above stated legal entities and to collect the Client's data from them if such action is necessary for the performance of the Agreement.

LIABILITY

Span bears responsibility for non-compliance with the provisions of this Appendix or the Agreement. Confirmed violation of the provisions is subject to legal liability. The possible exemption or limitation of liability agreed between the parties in the Agreement does not apply in this regard. Span agrees to indemnify, defend and protect the Client in the event that a third party files a lawsuit against Span for violation of the data protection right in connection with the processing of the Client's data contrary to the Agreement and this Appendix.

Span is obliged to prove that damage sustained in connection with the processing of personal data of the Client under the Agreement was not caused by its actions, if such damage occurred.

DATA SUBJECT'S RIGHTS

The Client shall ensure that each data subject whose data is processed by Span is aware of their rights under the GDPR.

DATA DELETION AND RETURN

After the termination of the Agreement or at the request of the Client, Span undertakes to delete or return all the personal data to the Client.

Span shall record deletion and destruction of the Client's data in writing and submit the specified documentation to Data Controller at their request.

TECHNICAL AND ORGANIZATIONAL MEASURES

The Data Controller ensures that they implemented the appropriate technical and organizational measures in such a way that the data processing meets all security and all other processing requirements of the Controller specified in the Regulation (in particular the requirements referred to in Article 32) and this Appendix, which ensures the protection of the rights of the data subjects. The Data Controller will update appropriate information in the event of a change in standard or technical or organizational measures during the term of the Agreement.

The Data Controller guarantees that they implemented technical and organizational measures that enable the Data Controller to provide the Client with reasonable required assistance regarding the Client's obligations to the data subject, the supervisory authority or a third party in relation to which the Client has legal obligations.

End