

# GENERAL TERMS AND CONDITIONS

**Version:** 1.0, **Effective Date:** 01.07.2022

## 1. Introductory Provisions

- 1.1. These General Terms and Conditions (“**GTCs**“) shall apply to all legal relations between TALENTWAY.NET, s.r.o., with its registered office at Vajnorská 1306/7, 831 03 Bratislava, Company Identification Number: 51 775 891, a company registered in the Business Register of the District Court Bratislava I, Entry No. 129330/B (hereinafter referred to as “**TalentWay**“) and its Customers, in providing the services of the TalentWay Platform.
- 1.2. The Personal Data Processing Agreement (Annex 1 to these GTCs) makes part of these GTCs.
- 1.3. These GTCs may change at any time; we will notify you of their change by publishing a new version of the GTCs on our website. The current version of the GTCs is available at:  
[https://www.talentway.net/wp-content/uploads/2022/09/terms\\_and\\_conditions.pdf](https://www.talentway.net/wp-content/uploads/2022/09/terms_and_conditions.pdf)
- 1.4. By using the Services provided by TalentWay, the Customer confirms that they have read these GTCs and agrees to be bound by them.

## 2. Definition of Terms

- 2.1. **Headings.** The headings used in these GTCs are for reference only and in no way determine the interpretative framework for the given section.
- 2.2. **Specific Provisions.** Specific provisions in the text of these GTCs take precedence over general ones.
- 2.3. **Terms.** In these GTCs, unless the context requires otherwise, the terms below have the meanings ascribed to them in this clause 2.3. Concepts.

**Client (service user)** is a self-employed person, a trading company, a non-profit organization or a state or public administration body, or another type of organization.

The client is registered on the portal via the registration

form and uses the services of the portal (service user). The client enters into a business relationship with TalentWay as a service buyer. The data on the Client are protected in accordance with the current regulations of the GDPR and the Controller of the portal guarantees that they will not be misused or provided to third parties in any way by its cause without the Client's consent.

**TalentWay** is the Controller of the TalentWay Platform, which is **Talentway.net, s.r.o.**, with its registered office at:

Vajnorská 7, 831 03 Bratislava, Company Identification Number: 51 775 891, VAT number: 2022463960, registered in the Bratislava I Commercial Register, Section: Ltd. TalentWay provides portal services for Clients and enters into a business relationship with the Client as a service provider.

**School** is a secondary school or university/college providing education and generating graduates.

**Student** is a regular student of mostly full-time program at either secondary school or university/college.

**Graduate** is a person who has completed secondary or higher education and was awarded a certificate of completion of education – a school-leaving certificate (or similar), bachelor's, master's or PhD diploma.

**Applicant** is a Student or Graduate who has completed their personal information in the curriculum vitae (hereinafter referred to as "CV") on the portal and responds to the Offer via an automatic e-mail message or otherwise participates in hiring (interest in the offered job positions). The candidate can prevent job vacancies from being sent to their e-mail address checking the "I am not interested in job positions" box. On the contrary, by activating this service, the candidate agrees that the CV with their information will be made available to the company to whose offer they respond by pressing the "I am interested" button in the body of the sent message with the job offer.

**Curriculum Vitae (CV)** information about the Student or Graduate in a structured form, including personal data, education history, experience, a description of their skills and competences and additional data

**Blind CV** is a curriculum vitae in full, however anonymized so that no name and surname or contact details of the Student or Graduate appears

**Services** The TalentWay platform provides the following services: 1. Attracting a candidate for the Client's job position  
—CV filter, offer and hiring; 2. Publication of job offers;  
3. Dual education; 4. Employee branding; 5. Courses, workshops, events and methodologies.

**Personal Information** represents data about Students, Graduates, Lecturers as well as the Client's employees, which they publish on the portal. All this data is subject to the protection of personal data in accordance with applicable regulations (GDPR), which is guaranteed by TalentWay to all entities registered on the portal.

**Work position** is a set of data entered by the Client to describe a job in order to fill this job with a Graduate or Student registered on the portal. Job details are not published on the portal, they are only included in e-mail messages sent to those Graduates/Students automatically selected by the system through the portal filter.

**Customer** means (as applicable in the given context) Client, School, Student, Graduate, Applicant.

**TalentWay Platform** is a platform operated by TalentWay, with the functionalities defined in the Article 3. Description and Scope of Provided Services.

**Price** the price means the reward for the provision of paid services and functionalities of the TalentWay Platform.

**Contracting Party** means the Customer or TalentWay, collectively referred to as the "**Parties**".

**GTCs** means these General Trading Terms and Conditions and at the same time the Contract for the Provision of Services concluded in accordance with these GTCs ("**Contract**").

**Consumer** A Consumer is a natural person (non-entrepreneur) who, when entering into a legal relationship with TalentWay, does not act within the scope of their business activity, profession or employment. Thus, a Consumer is not considered to be a natural person who purchases goods or services because he carries out his work or profession (architect, construction engineer, lawyer, etc.).

**Confidential Information** means any written or oral information which one of the Parties has provided to the other Party and which relates to the activities of one of the Parties or a third party and which has been designated as confidential or

which, given the nature of the circumstances in which it was provided, should be reasonably considered confidential.

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### **3. Description and Scope of Provided Services**

#### **3.1. HR Management Dashboard Service**

**3.1.1. Dashboard.** Paid service for daily coordination and management of HR activities in the HR department of a regular company (corporation) or in a medium-sized company (hereinafter referred to as the “company”). Using the Dashboard, the HR employee will get an overview of their daily activities associated with recruiting new employees for job positions in the company.

**3.1.2. Create a Job Position.** Paid service (included in the package together with the Dashboard) for the preparation of advertisements or offers for obtaining a candidate for a vacancy in the company.

**3.1.3. Advertise.** Paid service for posting a job offer either on the TalentWay Platform or on related job portals selected by the company from a list.

**3.1.4. Candidate CVs Archive.** Paid service, which is a part of the dashboard and stores documents and records from previous activities of the HR department.

#### **3.2. “Getting a Candidate for a Job Position“ Service**

**3.2.1. CV filter.** Free service designed to filter the number of suitable CVs from the ranks of Graduates or Students from the available CVs registered on the portal for permanent or temporary job positions or internships provided by the Client. In this process, the Client completes the job position form on the portal, in which they also filter their requirements on the Applicant. One of the original selection criteria of the portal is setting of the required key ability of the Graduate/Student. These abilities are assessed during the study, especially of practical subjects in the dual format of education. The system will generate a number of suitable CVs for a given position. This number is displayed in the dashboard. If the number of suitable CVs is too high or too low, the Client will adjust

some selection criteria and the system will provide a new information on the number of suitable CVs.

**3.2.2. Demand.** Paid service for contacting suitable Graduates or Students with a specific job position offered by the Client. If the Client wants to send their offer to the generated number of Graduates/Students, they activate the “Enter Demand“ button, which sends this job description to the system. The portal system

sends an automatic e-mail to the generated number of Graduates/Students. All information in Demand is therefore not public, only those Graduates/Students to whom the system sends an e-mail message can see it. After entering a Demand, the system will issue an advance invoice to the Client for this service. If the Inquiry service has been activated by the Client via the "Enter Demand" button, it can no longer be canceled and is subject to a fee.

**3.2.3. Hiring.** Paid service for obtaining a suitable candidate for a job position after entering the Demand. It takes place online and offline. Online mode: If the Graduate/Student is interested in a job position, they will confirm it with the "I am Interested" button in the received e-mail. No later than 24 hours after entering the Demand, the portal will make available to the Client a blind CV about these applicants. If the data on Candidates in the blind CV meet the requirements of the Client and they want to invite a candidate for a personal interview, they must buy access to personal data (name, surname, contact details) on the portal separately for each CV. The request for access to personal data is activated via the "Get CV" button. The system will make a complete CV available to the Client and at the same time issues an advance invoice for the total amount of complete CVs requested. If the "Get CV" service has been activated by the Client via the "Get CV" button, it can no longer be canceled and is subject to a fee. All complete CVs remain permanently available to the Client in his archive on the dashboard. Offline mode: Based on the data in the complete CV, the Client invites candidates to a personal interview and decides on their placement. There are no longer any charges for this part of the hiring.

**3.2.4. Responsibility.** TalentWay does not assume any responsibility if the Client does not select any candidate from the obtained CVs and conducted personal interviews. In such a case, the Client is not entitled to a refund of fees for the TalentWay Portal services.

**3.2.5. Renewal.** The Client may repeat the entire Demand process in accordance with the Article 3.2.2. and Hiring process within the meaning of the Article 3.2.3 for a given job position by adjusting the selection criteria in the filter. Renewal of the Demand and Hiring process is subject to a charge only in the Hiring part, *i.e.* only for the disclosure of personal data to newly provided CVs, the Demand part is free of charge.

**3.2.6. Invoicing.** The system generates advance invoices for used services on the portal, which are sent to the Client via e-mail. The Client undertakes to pay these advance invoices within 30 days at the latest. After payment (crediting the amount to the TalentWay account), they will receive a regular invoice from TalentWay.

Non-compliance with the payment according to the invoicing conditions entitles TalentWay to charge in the regular invoice a penalty of 0.01% for each day of delay in payment.

### **3.3. “Dual Education“ Service**

**3.3.1. Dual Education.** It is a form of cooperation between the Client and the School on the basis of an Agreement, the aim of which is to provide students of the School with a practical training with the support of the Client’s experts, either on the premises of the School or on the Client’s premises. One of the forms of the Dual Education is the establishment of Professional Clubs in schools.

**3.3.2. Professional Club.** It is a form of dual education, in which work-based learning is carried out in the form of project-based learning, mostly in the premises of the School. The main topic is the working on project assignments, which are usually assigned by the Client.

**3.3.3. Project.** A role is set for students in the process of dual education, which is assigned by the Client and implemented by School Students.

**3.3.4. Contract.** For the implementation of Dual Education, the Client enters into an Agreement with TalentWay, which they entrust TalentWay with the coordination of related processes between the Client, the School and the Students.

### **3.4. “Employee Branding“ Service**

**3.4.1. Employee Branding.** Specific way of online presentation of the Client on the portal. By ordering the “Employee Branding“ service, the Client gives the portal their consent to the publication of their logo, name and also the name of the job position in selected places on the portal. If the Client is interested in an accurate and permanent publication of their logo, name or job position on the homepage of the portal, this mode is charged according to the

current TalentWay price list. In the case of Dual Education, the conditions for Employee Branding are set out in the Agreement between the Client and TalentWay, including the associated costs, either in the School environment or on the portal.

### **3.5. “Courses, Workshops, Events and Methodologies“ Service**

**3.5.1.** The portal publishes information on Courses, Workshops, Events and Methodologies provided by the portal Controller or its partners. Registration to these events can be done directly via the portal (“Register“ button) or via a link published on partner portals. By registering for a selected event, the Customer undertakes to comply with the conditions of the event.

#### **4. Contract for the Provision of Services**

- 4.1.** The proposal for the conclusion of the Contract is the placement of the offered TalentWay service on its website. makes a proposal for concluding the Contract. The contract for the provision of services arises from sending the order by the Customer and acceptance of such order by TalentWay. TalentWay will immediately confirm this acceptance to the Customer by an informative e-mail sent to the provided e-mail address, however; however, this confirmation does not affect the formation of the Contract. The Customer shall also find attached the current version of the GTCs in the information e-mail. The resulting Contract (including the agreed price) may be amended or terminated only by an agreement of the parties or in a manner under the conditions set out in these GTCs or the relevant legal regulations.
- 4.2.** The concluded Contract is archived by TalentWay for at least five years from its conclusion, however no longer than a time set out by relevant legal regulations, for the purpose of its successful fulfillment, and it is not accessible to third non-participating parties. Information on the individual technical steps leading to the conclusion of the Contract is clear from these terms and conditions, where this process is clearly described. The Customer shall have the opportunity to check and possibly correct the order before placing it. These GTCs are available on individual TalentWay portals and thus their archiving and reproduction by the Customer is enabled.
- 4.3.** By providing the Contract for the Provision of Services, the Provider undertakes to provide the Client with the service, which is the subject of the Contract, and the Client undertakes to pay TalentWay the Price.

#### **5. Price**

- 5.1.** All Prices are contractual. Current and valid Prices are always published on the TalentWay website. These Prices are final, including all taxes, fees and charges.
- 5.2. Late fee.** All fees not paid by the due date shall bear interest at the rate of 0.1% per day. If such amount exceeds the maximum possible interest on arrears under applicable law, the Customer is obliged to pay only such maximum interest on arrears.

#### **6. Intellectual property**

- 6.1.** The Parties acknowledge that the service does not result in the transfer of any

right, title or interest in the intellectual property of any of the Parties, and therefore the Parties agree that:

**6.1.1.** TalentWay or its licensors (if applicable) retain all rights, title and interest in and to the TalentWay Platform and Customer acknowledges that they do not own, acquire or acquire any rights in the TalentWay Platform or acquire them during the term of the Agreement;

**6.1.2.** All brand and product names and products used in the Service that identify TalentWay are TalentWay proprietary names and brands, and TalentWay does not grant Customer any right to use TalentWay brand names, products and services;

**6.1.3.** The Customer grants TalentWay a limited, non-exclusive and non-transferable right to use the Customer's data for:

**6.1.3.1.** The fulfillment of TalentWay's obligations under the Agreement and

**6.1.3.2.** Analyzing the use of the TalentWay platform by customers in order to improve the service;

**6.1.4.** Subject to the rights granted in the previous point, the Customer retains all rights, ownership rights and interests in the Customer's data and TalentWay confirms that it does not own nor acquire any rights to the Customer's data nor shall it acquire them during the term of the Contract;

**6.1.5.** The Customer grants TalentWay a limited, non-exclusive and non-transferable right to use the Customer's logo and trade name to publicly designate the Customer as a user of the Service, provided that TalentWay complies with all corporate identity rules it receives from the Customer for this purpose.

## **7. Confidential information**

**7.1. Confidentiality.** Each Party agrees that all confidential information shall be the property of the disclosing Party or third party and shall remain the exclusive property of the disclosing Party or such third party. Each Party further agrees to the following:

**7.1.1.** To use the Confidential Information only to exercise its rights and obligations under the Contract;

**7.1.2.** To restrict the access to confidential information to its employees, agents or consultants who need the access to it and who have a duty of professional secrecy similar to that provided for in the agreement;

**7.1.3.** To protect confidential information with the same degree of care as their own, however in no case less than with adequate care.

**7.2. Exceptions.** The preceding article does not apply to Confidential Information that:



- 7.2.1. Is publicly available at the time of their publication;
- 7.2.2. Becomes publicly available without the fault of the other party;
- 7.2.3. Is provided to the other party by the third party who obtained them without breach of professional secrecy;
- 7.2.4. Is independently developed by the other Party without the use of Confidential Information or persons knowing about it;
- 7.2.5. Is approved in writing for publication or making available by the other Party; or
- 7.2.6. Is required for publication by law, court or public authority; in such a case, that Contracting Party shall provide the other Contracting Party with all information on this request for publication as soon as legally possible.

## **8. Specific Provisions for the Consumer**

- 8.1. Withdrawal from the Contract.** As a Consumer, you have the right to withdraw from the Contract without giving a reason within 14 days of its conclusion.
- 8.2. Responsibility.** TalentWay's liability to the Consumer for any damage that may be caused to the Consumer by the use of the Services and its possible failures and errors is limited to the maximum extent possible under applicable law. TalentWay, its affiliates, its suppliers and no other party involved in the creation, production or provision of the Services are not liable for any incidental, consequential, special damages, regardless of the nature of the claim, including lost profits, litigation costs, loss of data, goodwill, business opportunities, production slippage, service interruption, computer damage, system failure, replacement service costs under this Agreement, or inability to use the Service, whether under warranty, contract, tort (including negligence) or any other legal theory, regardless of whether the customer has been informed that such damage may occur. This limitation of damages and other claims is to be applied regardless of whether the provisions of the GTCs have been violated or have proved ineffective.
- 8.3. Warranty.** If you are a Consumer, you have certain rights under the law. These rights include TalentWay's obligation to provide the Service with due care. Nothing in this Agreement is intended to limit or exclude our liability for any breach of this obligation by TalentWay. Except where we have maliciously concealed errors or intentionally disabled the use of the Services. With the exception of paid TalentWay Services where the Service is provided "as is", "with all errors" and "as available". We do not guarantee the accuracy or timeliness of the Service. You acknowledge

that software systems are not error-free and sometimes fail. We cannot guarantee that the service we provide will be error-free. We and our affiliates, suppliers and other third parties involved in the development and provision of TalentWay do not provide any contractual warranties or conditions, including warranties of marketability, appropriateness for a particular purpose and non-infringement to the fullest extent permitted by law.

**8.4.** In accordance with the Article 14 of EU Regulation no. 524/2013 on the resolution of consumer disputes online, amending the EC Regulation no. 2006/2004 and Directive 2009/22/EC, the Customer has the right to exercise their rights and claims arising from this Agreement with TalentWay in the framework of alternative dispute resolution online (hereinafter “ODR”). ODR is provided by a platform operated by the European Commission. The Consumer is entitled to use the ODR platform for dispute resolution, in the language of his choice. The ODR platform is available online at

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.cooseLangu>.

**8.5.** The Customer can resolve his dispute in accordance with EU Directive 2013/11/EU on alternative dispute resolution for consumer disputes, which amends Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (hereinafter referred to as “ADR”). You can find the dispute resolution authority in your country here:

<https://ec.europa.eu/consumers/odr/main/?event=main.adr.show2&lng=EN>.

**8.6.** The Customer has the right to contact TalentWay for redress if they are not satisfied with the manner in which TalentWay has handled their complaint, or if they believe that TalentWay has violated their rights by sending an e-mail to [dpo@talentway.net](mailto:dpo@talentway.net). The customer also has the right to file a complaint to the Slovak Trade Inspection Authority. We recommend that the Customer contacts TalentWay in the first instance to resolve the situation before the out-of-court settlement is approached.

## **9. Specific Provisions Applicable to a Non-Consumer**

**CustomerWarranty.** Each Contracting Party declares to the other Contracting Party that

**9.1.1.** It is established and existing under the applicable law;

**9.1.2.** It has sufficient ability, power and authority to assume the rights and obligations under these GTCs.

**9.2. Warranty provided by the Customer.** Customer declares and warrants to TalentWay that it has sufficient right, ownership and interest in Customer data to enable the Parties to fulfill their rights and obligations under this Agreement without infringing the rights of a third party.

**9.3. No guarantee.** To the maximum extent permitted by applicable law, TalentWay disclaims any other promises, representations and warranties,

whether explicit, implied or statutory, including, but not limited to, any warranties of marketability, fitness for a particular purpose, accuracy of data, non-infringement, system integration or peaceful use, and the TalentWay platform is provided “as is” and “as available”.

**9.4. Limitation of liability.** In no event shall TalentWay, its affiliates, suppliers or any other party involved in the creation, production or provision of the Service be liable for any incidental, indirect, special, consequential or punitive damages, whatever the nature of the claim, including, but not limited to, lost profits, litigation costs, loss of data or goodwill or production, or business opportunities, or reputations, service interruptions, computer damage or system failure, or replacement service costs arising out of or in connection with this Contract or its use or inability to use service, whether under warranty, contract, tort (including negligence) or any other legal theory, and whether the customer has been informed of the possibility of such damage, even if it is found that a limited remedy stated in this Contract has not fulfilled its basic purpose. This limitation of damages and claims is to be applied regardless of whether other provisions of the Contract have been infringed or proved ineffective. TalentWay’s cumulative liability to Customer for all claims arising out of or in connection with the Contract, including, without limitation, any cause of action arising out of the Contract, tort or strict liability, shall not exceed the total amount of fees paid by Customer during the twelve (12) months preceding the first incident, from which the responsibility arose. The Parties agree that this provision constitutes an appropriate allocation of risks. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply. However, in these jurisdictions, the above exclusions and limitations shall apply to the maximum extent permitted by applicable law.

**9.5.** You agree to defend, indemnify and hold harmless TalentWay and its affiliates and their respective directors, officers, employees and agents from any claims, losses, damages, liabilities, including legal fees, arising out of your use or misuse. TalentWay services, TalentWay materials, statements made by TalentWay, its affiliates and/or third parties, violations of these terms, violations of the rights of any other person or entity, or any violation of the foregoing statements, warranties and agreements. TalentWay reserves the right, at its own expense, to assume the sole defense and control of any matter for which you are required to indemnify TalentWay, and you agree to cooperate in such defense of such claims.

## **10. Protection of personal data**

**10.1. Data protection.** The protection of personal data is governed by the Data Processing Agreement, which takes precedence over these GTCs in the event of any discrepancies.

## **11. Force majeure**

**11.1.** Neither Party shall breach the Contract nor be liable for damages if the default is caused by any event or circumstance (or combination of events or circumstances) that such Party could not reasonably have foreseen, and which are beyond the reasonable control of the Party, including but not limited to power networks failure, internet outage, natural disaster, weather event, war, riots, insurrection, epidemic, strikes, floods, terrorist acts, third party violations, failure, outage or delay of an Internet service provider or hosting provider, or labor dispute, terrorism, attacks to service refusal or other events beyond the reasonable control of such Party ("**force majeure event**");

**11.2.** In relation to TalentWay, the following events are always considered force majeure:

**11.2.1.** Power outage;

**11.2.2.** Natural disaster;

**11.2.3.** Failure or delay of telecommunications networks, the Internet, hosting, hardware, software;

**11.2.4.** Software damage to TalentWay's system and infrastructure, including viruses, cyber-attacks.

## **12. Final provisions**

**12.1. Delivery.** Notices, invoices or letters under this agreement shall be delivered to the Contracting Parties by electronic means (e-mail). Both Parties shall provide e-mail addresses in the order. If the Customer does not specify an e-mail address in the Order, TalentWay may use any of the e-mail addresses used by the Customer to conclude the Contract.

**12.2. Severability.** The provisions of this agreement are severable. If any part of this agreement is held to be invalid, ineffective or unenforceable, the validity of the remainder of this agreement shall not be affected. An invalid, unenforceable or ineffective provision of the Contract shall be replaced, so that its meaning and purpose are as close as possible to the meaning and purpose of the invalid or ineffective provision.

**12.3.** The agreement and the terms of this agreement, which by their nature extend beyond the termination of this agreement, shall survive the termination or termination of this agreement to the full extent necessary for their implementation and for the protection of the Party for whose benefit they operate.

**12.4.** The Parties are independent Contracting Parties. The agreement does not create any partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**12.5.**This agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any prior written or oral arrangements between the Parties.

**12.6.**The provisions of these GTCs are governed by the law of the Slovak Republic.

**12.7.**The Parties shall endeavor to resolve all possible disputes and issues by mutual agreement and joint negotiation. If the Parties do not reach an agreement in this way, they will submit this dispute to the competent court of the Slovak Republic for resolution.

## **Annex 1**

# **DATA PROCESSING AGREEMENT**

*concluded pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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) (“**GDPR**“) and Act no. 18/2018 Coll. on the Protection of Personal Data and on the Amendment of Certain Acts (the “**Act**“) hereinafter referred to as the “**Agreement**“),*

Between

**Customer** (hereinafter referred to as the “**Controller**“)

And

**TalentWay** (hereinafter referred to as “**Processor**“)

(The Controller and the Agent are hereinafter collectively referred to as the “**Parties**“ and each as the “**Party**“)

## **1. SUBJECT OF THE AGREEMENT**

1.1. The subject of this Agreement is the processing of personal data concerning the persons concerned by the Processor on behalf of the Controller, to the extent and under the conditions agreed in this Agreement. For the purposes of this Agreement, Data subjects means natural persons whose personal data are processed by the Processor on behalf of the Controller (“Data subjects“).

1.2. The Controller has entrusted the Processor with the processing of personal data of the Data subjects on behalf of the Controller and for these purposes provides or makes available to them the personal data of the Data subjects as required.

1.3. This Agreement forms an integral part of TalentWay's General Terms and Conditions ("GTCs"). Capitalized terms have the same meaning as in the TalentWay GTCs.

## **2. RIGHTS AND OBLIGATIONS OF THE PARTIES**

2.1. The Processor and the Controller undertake to provide each other with appropriate co-operation and co-operate in fulfilling the obligations imposed by the Act and the GDPR.

2.2. The Processor shall treat personal data as confidential information and shall process personal data only in accordance with the Act and the GDPR and the Controller's instructions.

2.3. The Controller undertakes to indemnify the Processor for any claims, costs, liabilities, losses, damages, fines, expenses or payments that the Processor suffers as a result of a breach of the Act and the GDPR.

2.4. Audit. The Controller has the right to perform an audit in order to verify whether the Processor complies with its obligations set out in Art. 28 GDPR. The Controller shall request the Processor to perform the audit at least forty (40) days in advance and shall state in the audit notice a detailed audit program. The audit shall not (i) be performed by the Controller more than once a year, (ii) all costs shall be borne by the Controller and reimbursed to the Processor upon request, (iii) the audit shall not last longer than one (1) working day. In the event that an audit is to be performed by a third party, the Processor may object to this external auditor.

2.5. The Processor undertakes to notify the Controller of:

2.5.1. Requests received from the Data subjects and at the same time provide the Controller with adequate co-operation in their processing.

2.5.2. As soon as possible, unless prohibited by law, notify any summons, request, order issued by an administrative, criminal or other proceeding concerning access to personal data.

2.5.3. Without undue delay and no later than forty-two (42) hours after the Processor learns of a security incident that led to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to the Controller's transmitted, stored or otherwise processed data. The Processor shall make reasonable efforts to identify the cause of the security incident and to remedy its consequences. Obligations set out in this section 2.5.3. do not apply to incidents caused by the Controller.

2.6. The Controller confirms that they acknowledge that the Processor's obligation

to report a security incident shall not in any way imply an acknowledgment of any fault or liability of the Processor for such incident.

2.7. After the termination of the provision of the Services, the Processor is obliged to delete or return the personal data to the Controller and to delete the existing copies, which contain the personal data of the persons concerned.

2.8. The Controller declares that in selecting the Processor they paid attention to the professional, technical, organizational and personnel competence of the Processor and his ability to guarantee the security of personal data processing.

### **3. SUB-PROCESSORS**

3.1. The Processor may involve another sub-processor in the processing of personal data only with the prior consent of the Controller. At the same time, the Processor undertakes that the conditions on the basis of which the sub-processor will process personal data shall not be significantly worse but shall be comparable to those agreed in this Agreement.

3.2. The current list of sub-intermediaries of the Processor can be found in Annex 1 to this Agreement and these sub-processors are considered approved by the Controller at the time of signing this Agreement.

3.3. Objection to a new sub-processor. The Controller may object to the use of a new sub-Processor within five (5) working days from the delivery of the notification of the involvement of the new sub-Processor. In the event that the Controller objects to the use of a new sub-Processor, the Processor shall make reasonable efforts to ensure that the given sub-Processor is not involved in the processing of personal data provided by the Controller. If the foregoing is not possible, the Controller may terminate the contract to the extent that the provision of services of the sub-processor applies.

3.4. The Controller is responsible for (i) the processing of personal data under his control and (ii) is responsible for ensuring their compliance with all applicable personal data protection regulations.

### **4. DATA TRANSFER TO THIRD COUNTRIES**

4.1. The Parties agree that in the case of transfers of personal data to third countries, the transfer of personal data will be governed by "Standard Contractual Clauses" within the meaning of Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for transfers of personal data to third countries under Regulation (EU) 2016/679 of the European Parliament and of the Council, which shall apply as follows:

4.1.1. Module 2 Transfer from the Controller to the Processor shall apply; 4.1.2. In

clause 7 (Docking Clause), an optional clause shall apply;

4.1.3. In clause 9 (Use of sub-processors) option 2 shall apply and the deadline for objecting to changes of sub-processors is set out in clause 3.3 of this Agreement;

4.1.4. In clause 11 (Redress), the optional wording, which allows the persons concerned to lodge complaints with an independent dispute resolution body shall not apply;

4.1.5. In clause 17 (Governing Law) option 1 shall apply and the EU Standard Contractual Clauses shall be governed by the Slovak law;

4.1.6. In clause 18 (b) (Choice of forum and jurisdiction) disputes shall be resolved in the courts of the Slovak Republic in Bratislava;

4.1.7. Regarding Annexes to the Standard Contractual Clauses: Annex I shall be deemed to be supplemented by the information set out in Annex 1 to this Agreement; Annex II shall be deemed to be supplemented by the information set out in Annex 1.

## **5. FINAL PROVISIONS**

5.1. Governing law. Nothing in this Agreement shall change the provisions of the GTCs relating to the applicable law which, for the avoidance of doubt, govern all claims made under the GTCs and this Agreement.

5.2. Withdrawal. The Processor is entitled to withdraw from this Agreement if they offer the Controller an alternative mechanism that is in accordance with the GDPR and the Act, or other valid regulations in the field of personal data.

5.3. Term. Upon termination of the provision of Services, this Agreement shall remain in force as long as the Processor processes the personal data of the Controller.

5.4. Termination. The Contract shall terminate (i) by written agreement of the Parties, (ii) by termination of the provision of the Services (iii) by withdrawal within the meaning of Section 5.2.

5.5. Any amendments to the Agreement require the form of a written amendment signed by both Parties.

THE PARTIES DECLARE THAT THEY HAVE READ THIS AGREEMENT,  
UNDERSTAND ITS TEXT AND AGREE WITH ITS CONTENT.

ANNEX 1 – FOR THE PURPOSES OF STANDARD CONTRACTUAL CLAUSES



## Annex I – DESCRIPTION OF PERSONAL DATA

### PROCESSING (A) LIST OF CONTRACTING PARTIES

<b>Data exporter:</b> Customer	<b>Data importer:</b> TALENTWAY.NET S.r.O.
<b>Addressa:</b>	<b>Address:</b> Vajnorská 1306/7, 831 03 Bratislava

<b>Name, position and contact details of the contact person:</b>	<b>Name, position and contact details of the contact person:</b> Veronika Orfanusová, konateľka, veronika.nekolova@talentway.net
<b>Activities related to data transferred according to the following clauses:</b> See point (B) Description of the transfer	<b>Activities related to data transferred according to the following clauses:</b> See point (B) Description of the transfer
<b>Position:</b> Controller	<b>Position:</b> Processor

### (B) DESCRIPTION OF THE TRANSFER

<b>Categories of data subjects whose personal data are transferred:</b>	TalentWay Platform Users.
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<b>Categories of transferred personal data:</b>	IP address; name surname; gender; e-mail address; login data, data available on the CV; data on education and career history; information; time zone setting; operating system and platform; information about visits, including URL, search terms, information about what the user viewed or searched for on the website, the response time of the page; download errors, length of visits to specific pages, information about interaction on the page (such as scrolling, clicking, and mouse scrolling) and methods used to leave the page and user activity when browsing the website.
<b>Sensitive data transferred:</b>	N/A
<b>Transfer frequency:</b>	Continuously, depending on the use of the services provided.
<b>Nature of processing:</b>	The nature of the processing is the provision of Services according to the GTCs.
<b>Purpose of data transfer and further processing:</b>	Provision of services for the Controller in accordance with the GTCs.
<b>Retention period of personal data or, if this is not possible, criteria for determining it:</b>	Duration of provision of the Services.

<b>In the case of transfers to sub-processors, also indicate the subject, nature and duration of the processing:</b>	As above.
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### **(C) COMPETENT SUPERVISORY AUTHORITY**

The competent supervisory authority for the purposes of the clause 13 is the Office for Personal Data Protection of the Slovak Republic, Hraničná 12, 820 07 Bratislava, Slovak Republic.

### **Annex II – TECHNICAL AND ORGANIZATIONAL MEASURES INCLUDING**

# TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE DATA SECURITY

## 1. Technical Measures

As part of its technical measures, the Processor prevents the unauthorized reading, copying, modification or deletion of personal data during electronic transmission, transport or storage on data media; in order to achieve this, they use the following:

- VPN
- check logs
- firewall
- encryption
- monitoring of data transmission in the internal Internet network (traffic monitoring)

## 2. Organizational and Access Arrangements

- Measures in the area of physical access to data: The Processor ensures and regularly supervises that only authorized persons enter the premises of their company.
- Technical measures: The Processor oversees that each of its devices requires authentication for entry; this process is reinforced by measures such as strong password policy.
- Personnel measures: The Processor ensures that only authorized staff has access to personal data and, at the same time, regularly educates their staff on personal data security issues.

## 1. Development Security Measures

- Quality control – The Processor shall test each functionality before its implementation;
- Business continuity – The Processor regularly verifies the functionality of each critical component of its infrastructure;
- Clean coding – The Processor uses the practice of clean coding, using a code that is structured, easy to understand, easy to change.
- Regular penetration testing and inspection of development tools for vulnerabilities.

### Annex III – LIST OF SUB-INTERMEDIARIES

Name	Purpose
Amazon Web Services (AWS)	Hosting, Simple e-mail service (SES)

QUES s.r.o.	Development of the TalentWay Platform
Hetzner Online GmbH • Industriestr. 25 • 91710 Gunzenhausen	Hosting, Simple e-mail service (SES)
ABC - Academic Business Centrum, Bratislava	Provider of the Training Platforms
Unicorn Systems, a.s. Bratislava	Development of the Training Platforms