

Personal data protection clause intended for the Contractor and persons representing the Contractor used in the Contract

1. The controller of personal data within the meaning of Article 4 point 7 of the Regulation (EU) 2016/679 of the European Parliament and of the Council dated 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation - hereinafter referred to as "the GDPR"), handed over to LOTOS Upstream Sp. z o.o. for the purpose of the conclusion and execution of the Contract is LOTOS Upstream Sp. z o.o. with its registered office: ul. Elbląska 135, PL 80-718 Gdańsk
2. LOTOS Upstream Sp. z o.o. can be contacted via email address: odo@lotosupstream.pl or in writing to the address: LOTOS Upstream Sp. z o.o. ul. Elbląska 135 80-718 Gdańsk with the note "Personal data protection"
3. Collected personal data will be processed for the purposes related to the conclusion and implementation of the Contract, its servicing and possible pursuit or repulsion of claims arising therefrom, as well as in connection with the fulfillment of legal obligations incumbent on LOTOS Upstream Sp. z o.o.
4. The legal basis for the processing of personal data of the other Party by LOTOS Upstream Sp. z o.o. for the purposes indicated above is:
 - a) taking action to conclude and perform the Contract in accordance with Article 6(1)(b) of the GDPR,
 - b) fulfilling the legal obligations of LOTOS Upstream Sp. z o.o. pursuant to Article 6(1)(c) of the GDPR related to, among other things:
 - tax and accounting regulations,
 - compliance with requests from law enforcement authorities and for the purposes of legal proceedings in the event of a request for data from the relevant authorities,
 - c) legally justified interest of LOTOS Upstream Sp. z o.o. pursuant to Article 6(1)(f) of the GDPR, including:
 - implementation of the Contract between the Parties,
 - archiving in pursuit of a legitimate interest in preserving information in the event of a legal obligation to prove the facts, as well as for the purposes of establishing, investigating or defending against or defense against claims.
5. Personal Information received from the other Party may be transferred to the following categories of recipients:
 - a) entities processing personal data on commission of LOTOS Upstream Sp. z o.o., including inter alia servicing IT systems used for the purposes of the execution of the Contract, providing archiving and maintenance services,
 - b) entities providing services to LOTOS Upstream Sp. z o.o. including courier and postal companies (in connection with the necessity of making notifications as set out in the Contract), legal and financial advisors and auditors of LOTOS Upstream Sp. z o.o. (in connection with the provision of advice on the conclusion, execution and enforcement of claims under the Contract),however, such entities process data on the basis of a contract with LOTOS Upstream Sp. z o.o. and only in accordance with her instructions. Data may also be made available to entities authorized under the applicable law, including tax administration bodies.
6. The data will be processed for the duration of the Contract, and after its termination for the time related to the expiry of claims related to the Contract and for the time stipulated by law, including tax regulations and financial reporting regulations.
7. Each person whose personal data will be made available between the Parties in connection with the conclusion and implementation of the Contract has the right to access the content of their data and the right to rectify, delete, limit processing and the right to object for reasons related to their particular situation, in the event that LOTOS Upstream Sp. z o.o. processes data based on its legitimate interest. Such objection may be made at any time in writing to: LOTOS Upstream Sp. z o.o. ul. Elbląska 135 80-718 Gdańsk with the note "Personal data protection"
8. Every person has the right to lodge a complaint to the President of the Office for Personal Data Protection (to the address of the Office for Personal Data Protection, ul. Stawki 2, 00-193 Warsaw).
9. Providing personal data is voluntary, however, refusal to provide it may result in inability to conclude the Contract.
10. Personal data will not be profiled and will not be used for automated decision-making.
11. However, if for the purposes of performance of this Contract the Parties as independent data controllers share personal data of their representatives or agents indicated in the Contract and other persons in connection with the performance of the Contract, depending on the needs arising from the provisions of this Contract, the Parties undertake to inform the above-mentioned persons within one month after the acquisition of the personal data or at the first communication with the data subject about the necessity of transferring their data for the purposes of performance of the Contract, they will fulfill the information obligation on behalf of the other Party, including informing about the purpose and scope of the transfer of data indicated in this information clause, i.e.: 'data subject', 'data subject' and 'data subject'. paragraphs 1-10 and the source of the personal data.
12. Each Party undertakes to secure the personal data by taking appropriate technical and organizational measures required by the applicable legal provisions on the protection of personal data, as well as to bear any liability for damage caused in connection with the processing of personal data.