

Provisions on the Processing of Personal Data

1. GENERAL PROVISIONS

1.1. Definitions

In these Provisions on the Processing of Personal Data (hereinafter – the “Provisions”), the following terms shall have the meanings set out below:

1.1.1. Contract – an agreement concluded with SIA “BITE Latvija” for electronic communications services, information and communication technology services, device lease/rental or instalment purchase, and other services resulting in the processing of personal data.

1.1.2. Personal Data – any information relating to an identified or identifiable natural person.

1.1.3. Controller – a legal entity that determines the purposes and means of the processing of Personal Data and has concluded a Contract with SIA “BITE Latvija”.

1.1.4. Processor – SIA “BITE Latvija”.

1.2. The Processor shall process Personal Data on behalf of and in the interests of the Controller in accordance with the obligations undertaken under the Contract concluded between the Controller and the Processor and in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the “Regulation”). All Personal Data processed pursuant to the Contract and these Provisions shall hereinafter be referred to as the “Data”.

1.3. The Processor shall process the Data in accordance with applicable laws, including the Regulation, the Contract, these Provisions and the documented instructions of the Controller. The Processor shall not use the Data for its own purposes or for purposes not directly arising from the Contract, unless required to do so by applicable law.

1.4. The Processor shall process the Data for as long as necessary to fulfil the obligations set out in the Contract, unless applicable law requires a longer retention period.

1.5. Categories of Data. The Processor shall process only such Personal Data as are necessary for the performance of the Contract and which arise in the course of performing the contractual obligations.

2. OBLIGATIONS AND RIGHTS OF THE CONTROLLER

2.1. The Controller shall be responsible for ensuring that:

2.1.1. the Personal Data transferred to the Processor have been collected and are processed in accordance with the Regulation and applicable law, and the Controller is responsible for the content of the Data transferred;

2.1.2. the transfer and subsequent processing of the Personal Data comply with applicable national and EU data protection legislation;

2.1.3. the Processor is instructed to process the Data solely in accordance with applicable data protection laws and solely on behalf of the Controller;

2.1.4. the processing of the Data complies with applicable law;

2.1.5. where Data are transferred outside the European Union, the data subject has been or will be informed prior to such transfer;

2.1.6. the Controller responds to data subject requests concerning the processing of their Personal Data;

2.1.7. prior to entering into the Contract, the Controller has assessed the risks associated with the processing, including, where required, conducting a data protection impact assessment.

3. OBLIGATIONS OF THE PROCESSOR

3.1. SCOPE OF PROCESSING

The Processor shall process the Data solely for the purposes specified in the Contract and in accordance with these Provisions, the Controller’s documented instructions and applicable law, ensuring the confidentiality of the Data.

3.2. CONFIDENTIALITY

3.2.1. The Processor shall not disclose the Data to third parties except as required by law or as provided in these Provisions.

3.2.2. The Processor shall ensure that persons authorised to process the Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

3.2.3. The Processor shall ensure the confidentiality and security of the Data from the moment of receipt.

3.2.4. Where necessary for the performance of the Contract, the Processor may transfer the Data to a third country or international organisation in accordance with applicable data protection laws.

3.2.5. The confidentiality obligations shall survive termination of the Contract.

3.3. SECURITY OF PROCESSING

3.3.1. The Processor shall implement appropriate technical and organisational measures to protect the Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access, ensuring a level of security appropriate to the risks.

3.3.2. The Processor shall promptly inform the Controller of any circumstances that may prevent compliance with the Contract or applicable data protection law.

3.4. COOPERATION WITH THE CONTROLLER AND THE SUPERVISORY Cooperation

3.4.1. The Processor shall assist the Controller in responding to data subject requests. If the Processor receives such a request directly, it shall promptly forward it to the Controller and shall act only on the Controller’s documented instructions. Where such assistance imposes additional administrative burden, the Processor may request reasonable compensation.

3.4.2. The Processor shall assist the Controller in ensuring compliance with security obligations, breach notification requirements and, where applicable, data protection impact assessments.

3.4.3. In the event of a personal data breach, the Processor shall notify the Controller without undue delay and no later than 24 hours after becoming aware of the breach.

3.4.4. The Processor shall provide the Controller with information necessary to demonstrate compliance with these Provisions, excluding confidential business information of the Processor.

3.5. SUB-PROCESSORS

The Controller grants general authorisation for the Processor to engage sub-processors, provided that the Processor ensures that such sub-processors are bound by data protection obligations equivalent to those set out in these Provisions. The Processor remains fully responsible for the actions of its sub-processors.

3.6. RECORDS OF PROCESSING

The Processor shall maintain records of processing activities in accordance with Article 30 of the Regulation.

3.7. DURATION AND DELETION

3.7.1. The Processor shall process the Data only for as long as necessary to fulfil its obligations under the Contract.

3.7.2. Upon termination of the Contract, the Processor shall, at the Controller’s choice, delete or return all Personal Data, unless retention is required by applicable law.

3.8. DATA PROTECTION OFFICER

The Processor has appointed a Data Protection Officer, who may be contacted at: privacy@bite.lv.

4. LIABILITY

4.1. In the event of breach of these Provisions, the defaulting Party shall compensate the other Party for direct and provable damages (excluding loss of profit), as well as costs incurred in exercising legal remedies. The Processor’s total liability under these Provisions and the Contract shall not exceed the annual amount payable under the relevant annex of the Contract giving rise to the damage.

4.2. Any disputes shall be resolved by the courts of the Republic of Latvia in accordance with Latvian law. Nothing in these Provisions limits the Processor’s direct obligations under the Regulation.

5. TERMINATION

5.1. If the Controller becomes aware of non-compliance, it may require the Processor to cease processing immediately.

5.2. If the Processor identifies unlawful instructions, it may suspend processing and notify the Controller.

5.3. Upon termination of the Contract, the Processor shall, at the Controller’s request, delete or return all Data and shall not retain copies, except where required by law.

6. OTHER PROVISIONS

6.1. These Provisions form an integral part of the Contract.

6.2. The Processor may amend these Provisions. Amendments shall be notified at least 30 days in advance by email or in the monthly invoice and shall take effect upon publication on the Processor’s website. Continued use of services after publication constitutes acceptance of the amendments. If the Controller does not agree to the amendments, it may terminate the Contract. Termination shall not release the Controller from its outstanding payment obligations.