

Terms and Conditions of Entrusting the Processing of Personal Data

§1. Definitions.

The following terms have the following meanings in these Terms and Conditions of Entrusting the Processing of Personal Data:

Personal data - personal data within the meaning of Article 4 (1) of the GDPR, entrusted by DHL Freight for processing to the Carrier under the terms and conditions specified in the Terms and Conditions;

DHL Freight - DHL Freight (Poland) Sp. z o.o. with its registered office in Warsaw, ul. Krakowiaków 48, 02-255 Warszawa, entered to the register of entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register, under KRS number: 1141268, NIP 9512607388, REGON 529865696, with a share capital of PLN 283,000,000.00;

SubCarrier – carrier to whom the Carrier entrusted Personal Data for further processing;

Carrier – the carrier who accepted the transport order from DHL Freight;

GDPR - Regulation of the European Parliament and of the Council (EU) 2016/679 of 27/04/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“General Data Protection Regulation”) (EU O.J. L 119 p. 1);

Terms and Conditions – these Terms and Conditions of Entrusting the Processing of Personal Data;

Transport Order – a DHL Freight transport order accepted by the Carrier.

§2. Application.

1. The Terms and Conditions apply to the processing of Personal Data by the Carrier in connection with the acceptance of a Transport Order.
2. DHL Freight entrusts the Carrier with the processing of Personal Data, including the following types: name and surname, delivery address, contact details. Personal data relate to the following categories of persons: sender and recipient of shipments.
3. The nature and purpose of processing result from the Transport Order, i.e. the nature of processing is determined by the role of the Carrier as an entity professionally engaged in the provision of transport services in the field of transporting parcel and pallet shipments. The purpose of processing is the proper performance of obligations related to the organization and implementation of parcel and pallet shipment transport services, in particular their transport between indicated logistics points.

§3. Representations of the Parties

1. DHL Freight represents that it is the controller of Personal Data and that it is authorized to process them to the extent to which it has entrusted them to the Carrier. In certain situations, DHL Freight may be an entity processing Personal Data on behalf of another entity.
2. The Carrier declares that, as part of its business activity, it professionally processes Personal Data, has the necessary knowledge in this respect, appropriate technical and organizational measures and guarantees the proper exercise of the Terms and Conditions.

§4. Carrier's Obligations

1. The Carrier will only process Personal Data in accordance with documented instructions or orders from DHL Freight.

2. The Carrier undertakes to limit access to Personal Data only to persons whose access is necessary for the implementation of the Terms and who have appropriate authorization.
3. The Carrier declares that it will not transfer Personal Data to a third country or international organization (i.e. outside the European Economic Area – EEA). The Carrier also declares that it does not use subcontractors who transfer Personal Data outside the EEA.
4. The Carrier will obtain documented confidentiality obligations from persons authorized to process Personal Data in performance of the Terms and Conditions or will ensure that such persons are subject to a statutory obligation of confidentiality.
5. The Carrier undertakes to ensure the protection of Personal Data and takes measures to protect them, as referred to in Article 32 of the GDPR.
6. Considering the nature of the processing, the Carrier will assist DHL Freight, through appropriate technical and organisational measures, in fulfilling its obligation to respond to requests from the data subject within the scope of their rights set out in Chapter III of the GDPR.
7. The Carrier will cooperate with DHL Freight in the performance by DHL Freight of its obligations in the area of Personal Data protection referred to in Articles 32–36 of the GDPR (Personal Data protection, reporting of breaches to the supervisory authority, notification of affected individuals, data protection impact assessment and prior consultation with the supervisory authority).
8. If the Carrier has any doubts as to the legality of the orders or instructions issued by DHL Freight, the Carrier shall immediately inform DHL Freight of the identified doubt (in a documented manner and with justification).
9. When planning to make changes to the way data is processed, the Carrier is obliged to comply with the privacy design requirement referred to in Article 25(1) of the GDPR and is obliged to inform DHL Freight in advance about the planned changes in such a way and at such times as to provide DHL Freight with a real opportunity to react if the changes planned by the Carrier, in DHL Freight's opinion, threaten the agreed level of security of Personal Data or increase the risk of violation of the rights or freedoms of individuals as a result of the processing of Personal Data by the Carrier.
10. The Carrier undertakes to maintain documentation describing the method of processing Personal Data, including a register of the categories of processing Personal Data. The Carrier shall provide DHL Freight with a record of the categories of processing of Personal Data entrusted under the Terms and Conditions upon each request.
11. If the Carrier uses automated processing, including profiling, referred to in Article 22 (1) and (4) of the GDPR, for the purpose of implementing the Terms and Conditions, the Carrier shall inform DHL Freight thereof for the purpose and to the extent necessary for DHL Freight to comply with its information obligation.
12. The Carrier is obliged to provide persons authorized to process data with appropriate training in the protection of Personal Data.
13. At DHL Freight's request, the Carrier will provide DHL Freight with relevant references, a record of experience and other evidence to prove that the Carrier provides sufficient guarantees to implement appropriate technical and organisational measures so that the processing will meet the requirements of the GDPR and protect the rights of the data subjects.

§ 5. Rules of sub-entrustment

1. The Carrier is entitled to entrust the processing of Personal Data to a Sub-Carrier by means of a written sub-entrustment agreement, provided that such Sub-Carrier has been previously accepted by DHL Freight or does not raise any objections.
2. The entrustment of the processing of Personal Data requires prior notification to DHL Freight in order for it to be able to express an objection. In the event of an objection, the Carrier has no right to entrust Personal Data, and if the objection concerns the current Sub-Carrier, it must immediately terminate the entrustment to such Sub-Carrier.
3. When entrusting the processing of data, the Carrier is obliged to oblige the Sub-Carrier to fulfil all the Carrier's obligations arising from the Terms and Conditions.
4. The Carrier undertakes to use only the services of a Sub-Carrier who provides sufficient guarantees to implement appropriate technical and organisational measures so that the processing meets the requirements of the GDPR and the provisions of applicable law on the protection of Personal Data, and protects the rights of data subjects. A written agreement concluded between the Carrier and the Sub-Carrier should impose on the Sub-Carrier, among other things, the obligation to:

- a. immediately inform DHL Freight about requests under Articles 15-22 of the GDPR that the data subjects have submitted directly to the Sub-Carrier;
- b. immediately, no later than 24 hours after the breach is discovered, report to DHL Freight any identified breaches of Personal Data protection referred to in Article 4(12) of the GDPR;
- c. provide DHL Freight with all information necessary to demonstrate compliance with the obligations arising from the Terms and Conditions and to enable DHL Freight or an auditor authorized by DHL Freight to conduct audits, including inspections.

At the request of DHL Freight, the Carrier undertakes to submit to DHL Freight a copy of the agreement concluded with the SubCarrier within 3 days of receipt of the request by the Carrier.

§6 Other obligations of the Parties

1. DHL Freight is obliged to cooperate with the Carrier in the execution of the Terms and Conditions, provide the Carrier with explanations in the event of doubts as to the legality of DHL Freight's instructions, and fulfil its obligations in a timely manner.
2. The Carrier has implemented and applies appropriate technical and organisational measures to ensure that the processing meets all GDPR requirements and protects the rights of the persons to whom the Personal Data relates.
3. Taking into account the state of technical knowledge, the cost of implementation and the nature, scope, context and purposes of processing, the Carrier has implemented appropriate technical and organisational measures to ensure a level of security appropriate to the risk of violating the rights or freedoms of natural persons associated with the processing, with varying likelihood and severity of the threat, in particular the risk of a breach of Personal Data protection. The Carrier undertakes that:
 - a. it has the ability to continuously ensure the confidentiality, integrity, availability and immunity of processing systems and services;
 - b. it has the ability to quickly restore the availability of Personal Data and access to them in the event of a physical or technical incident;
 - c. it ensures regular testing, measuring and assessing the effectiveness of the technical and organizational measures to ensure the security of processing.
4. At each request of DHL Freight, the Carrier shall provide information and documents confirming that the Carrier provides sufficient guarantees of implementing appropriate technical and organizational measures.
5. The Carrier shall notify DHL Freight of any suspected data protection breach no later than 24 hours after the first notification, shall enable DHL Freight to participate in the investigation and shall inform DHL Freight of the findings as soon as they are made, in particular whether or not a breach has been identified. The Carrier shall send a notification of the finding of infringement together with all necessary documentation regarding the infringement to enable DHL Freight to comply with its obligation to notify the supervisory authority.

§7 Right of control and responsibility

1. DHL Freight controls the processing of entrusted data after the Parties have agreed on a planned inspection. DHL Freight or persons designated by it are entitled to enter the premises where Personal Data is processed and to inspect the documentation related to data processing.
2. DHL Freight is entitled to request from the Carrier information regarding the course of data processing and access to processing records.
3. The Carrier cooperates with the relevant personal data protection authority within the scope of its tasks.
4. The Carrier is obliged to provide DHL Freight, upon request, with all information necessary to demonstrate the Carrier's compliance with the provisions of the GDPR, and will enable DHL Freight or an authorized auditor to conduct audits or inspections. The Carrier cooperates in carrying out audits or inspections.
5. The Carrier is liable to DHL Freight for its Sub-Carriers.
6. The Carrier will reimburse DHL Freight for any administrative fines imposed on DHL Freight by a competent authority for any breach of the GDPR or the Terms and Conditions by the Carrier or its Subcarrier, together with any related defence costs.

§8 Term of validity, deletion of Personal Data

1. The Terms and Conditions apply for the duration of the Transport Order, subject to further provisions. The Carrier will delete the Personal Data 3 days after the execution of the Transport Order, unless the Transport Order specifies a different deadline for processing the Personal Data or DHL Freight has instructed the Carrier otherwise.
2. Once the Transport Order has been executed, the Carrier has no right to further process the entrusted Personal Data, unless DHL Freight decides otherwise or the law of the European Union or the law of a Member State requires further storage of the data.

§9 Final provisions

1. In the scope not regulated in these Terms and Conditions, relevant provisions of the Polish Law shall apply.
2. Any disputes that are not resolved amicably shall be subject to consideration by a commercial court with local jurisdiction, at the option of the party filing the claim, from among the courts having jurisdiction over the city of Poznań, Katowice, Lublin or Warsaw.