

## Information on Data Processing Relating to Black Box

which provides information, on the basis of the agreement concluded by and between **Electro-Coord Magyarország Nonprofit Kft.** (hereinafter: „**ECM**”)

and

the contractual partner of ECM using the **Black Box** (hereinafter: „**BB**”) system, operational as of 4 June 2018 (hereinafter: „**Participant**”)

to the Participant and the user acting on behalf of the Participant, with regards to the use of the BB system, on the data processing pertaining to the use of the BB software:

1. There is a contractual relationship between ECM and the Participant, which forms the framework for the use of the BB system.
2. There is a contractual relationship between ECM and the programmer and operator of the BB system, Basesoft Solutions b.v. (hereinafter „**Basesoft**”); it is this contract which provides the framework for the development of the BB system, whilst the operation of the BB system is carried out within the framework of a separate contract. Both activities are undertaken at the registered seat of the company, in Amsterdam.

The data of the Participants uploaded by the users to the BB system are stored on the servers of Basesoft.

The operator of the BB system, Basesoft, prepared separate Data Protection Guidelines regarding the data processing, the Hungarian translation of which was sent by ECM to the Participant; in addition, the policy is also available at ECM's website.

3. In consideration for the development and operation of the BB system, ECM pays a fee to Basesoft. The Participant does not pay an incremental fee for the use of the BB system.
4. The BB system operates as part of an international cooperation. The same system is used by several coordinating organisations, based in a number of European Member States – intermediaries in Hungary–, and their partners (participants).
5. We hereby inform you that ECM is also a user of the system. ECM is not able to log in and act on behalf of the Participants.
6. ECM does not assume any liability for data uploaded by users on behalf of the Participants:
  - for the contents of so-called master data, that is, data typical of the company (company name, address, tax ID, bank account number, representative, name and contact details of contact person. etc.),
  - for the conduct of the user(s) acting on behalf of the Participant, and the contents of the personal data thereof,
  - for the contents of the data uploaded by the user(s) on behalf of the Participant.

Uploading, maintaining and updating such data is the Participant's task and obligation.

7. The user shall see to the secure handling and protection of the username (or e-mail address) necessary for signing in, and the password, within its own scope of competence and liability.
8. ECM aggregates the sales data uploaded by users as a processor and, on the basis of such aggregated data:
  - a) places orders for the collection and processing of the waste quantities as prescribed by law,
  - b) prepares its own (ECM) regulatory report,
  - c) complies with its legislative data provision obligation, and supports the Participants in doing the same,
  - d) on the basis of the aggregated data, it prepares analyses pertaining to market trends with the objective of

- (i) estimating the expected future generation of waste quantities per product type, to enable preparation for future waste processing;
  - (ii) enabling the future financing of waste processing to be planned.
9. Data not concerning sales uploaded by the users (personal and corporate) is used by ECM for the following purposes:
- a) log-in and identification,
  - b) issuance of documents regarding the Participants (invoices, refund notices, etc.),
  - c) notification of the Participants, keeping contact,
  - d) carrying out financial transactions,
  - e) support, maintenance of operation.
10. ECM may not use the data uploaded to the system out of the above scope, nor for any other purposes. Outside of the scope necessary for legal compliance and the maintenance of operation, ECM may not disclose the data to other parties.
11. ECM shall make all endeavours to protect the safety of the data.
12. The operator of the system, Basesoft, provides information on data processing tasks, rights and obligations concerning Basesoft in separate Data Protection Guidelines. For information regarding the availability of Basesoft's Data Protection Guidelines, please refer to Clause 2 above.