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|  | **chatbot’s privacy policy** | | |  |
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|  | Date : | | 01 05 2019 | |
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|  | Reference : Privacy Policy - Chatbot - V.1 | | | |
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© Gfi Poland 2018 – Chatbot’s Privacy Policy

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# Preamble

You are informed and agree that, depending on the use of the Chatbot, which you have decided alone, it may be required to process personal data (hereinafter referred to as "Personal Data") within the meaning of Article 4 of the General Data Protection Regulations (hereinafter referred to as "GDPR"). In such a case, this Privacy Policy shall automatically, and *ipso jure* become applicable.

As the sole decision-maker for the use of the Chatbot, you acknowledge and accept to be the sole controller within the meaning of Article 4 of the GDPR. You therefore determine alone the purposes and the means of the Personal Data activities you implement through the use of the Chatbot. GFI can only be considered as a subcontractor of Personal Data within the meaning of Article 4 of the GDPR.

In the event that your utilisation of the Chatbot involves the processing of sensitive data within the meaning of Article 9 of the GDPR,you warrant to GFI that such processing is lawfully outsourced, namely that one of the conditions for the lawfulness of the processing of sensitive data as referred to in Article 9(2) of the GDPR is met. You therefore undertake to indemnify GFI against any claim or action by third parties, and to bear the costs of any kind (and in particular the convictions and costs of lawyers), arising from the unlawful acts, on your part, of the processing of sensitive data.

# Description of the processing of the Personal Data

In the event of processing activities using the Chatbot, you undertake to notify GFI as soon as possible and before signing the agreement binding you to GFI. You also undertake to transmit, for each of the processing activities, the following information to GFI, so that GFI can establish and keep up to date its record of processing activities:

- The list of each processing activities ;

- The nature of the processing activities carried out;

- The purpose of the processing activities;

- The categories of Personal Data processed;

- The categories of data subjects;

- The duration of the processing activities.

In the event that this information change during the performance of the contract between you and GFI, you undertake to notify GFI immediately.

# Security Measure

Gfi has implemented appropriate technical and organisational controls to protect your personal data against unauthorised processing and against accidental loss, damage or destruction. You should not share your password with anyone else, including anyone who works for us. Unfortunately, sending information via the internet is not completely secure. Although Gfi will do our best to protect your Personal Data once with us, we cannot guarantee the security of any Personal Data sent to our site while still in transit and so you provide it at your own risk.

In the case specific security measures must be implemented by GFI in order to provide a more appropriate level of security for the identified processing activities, you must notify GFI before the processing activities are carried out. These security measures must then lead to a commercial proposal from GFI and an appropriate service contract.

Otherwise, you shall acknowledge and agree that the security measures described in paragraph 1 of this article are sufficient and appropriate to the risk(s).

GFI may modify all or part of these security measures in order to keep them up to date with regard to the risks known to it and affecting the security of Personal Data, changes in threats and technologies.

# Data subjects’ right of information

GFI shall remind you that it is your sole responsibility to provide information to data subjects in the processing of Chatbot before any use of this product. You are therefore exclusively responsible for consulting any appropriate person or body (e. g. data protection officer, employee representative bodies, etc.) within your organisation and for obtaining appropriate authorisations prior to the first use of the Chatbot.

As far as possible, GFI shall assist you in fulfilling your obligation to comply with requests to exercise the rights of data subjects, including the right of access, rectification, erasure and to object, the right to processing restrictions, the right to data portability or the right not to be the subject of an automated individual decision (including profiling), by providing you with any necessary information, intelligence, document or file.

If the data subjects make requests to GFI to exercise their rights, GFI will send you these requests as soon as it receives them by e-mail to the contact indicated in the service contract in force between you and GFI.

# Notification of Personal Data breaches

In the event of any breach of Personal Data from the Chatbot (loss, unauthorized access or disclosure, falsification, destruction, etc.), GFI will notify you within the time limit specified in the service agreement between you and GFI. In the absence of any indication, GFI shall inform you as soon as possible after GFI becomes aware of such an event.

This notification along with all relevant documentation known to GFI in order to enable you, if necessary, to notify this breach to competent authority (such as, in France, the CNIL).

GFI reminds you that it is your sole responsibility to communicate directly to the data subjects the breach of Personal Data when it is likely to create a high risk to the rights and freedoms of the data subjects.

# Subcontracting

GFI may use sub-processor for the supply, hosting and maintenance of the Chatbot.

Unless otherwise stipulated in the agreement between you and GFI, GFI thus reserves the right to use any sub-processor for the supply, hosting or maintenance of the Chatbot. By signing this Privacy Policy, you give your general authorization to use a sub-processor.

In the event of proper reason, you may object to the use of a sub-processor, by written notification to GFI. In this case, you and GFI shall meet and discuss in good faith with a view to resolving the disagreement. You are nevertheless informed and accept that, due to the standard nature of the Chatbot, GFI reserves the right not to pursue your objection.

In the event of recourse to a sub-processor, GFI shall ensure that the sub-processor provides sufficient guarantees as to the implementation of appropriate technical and organisational measures to ensure that the processing operation meets the requirements of the GDPR. Similarly, GFI will transfer to the subsequent subcontractor any obligation applicable to it and expressly stipulated in the service contract concluded between you and GFI.

# Transfer of Personal Data outside the European Union

GFI does not transfer any Personal Data outside the European Union in pursuance of providing, maintaining and hosting the Chatbot.

# Processing of Personal Data at the end of the Agreement

At the end of the contract between you and GFI and subject to the latter's provisions which prevail over this document, GFI will destroy all Personal Data processed by the Chatbot, unless otherwise agreed between you and GFI, and according to terms to be defined jointly.