

# TERMS & CONDITIONS

## 1. EVENT NAME AND CONCEPT

ARTLAB MUNICH IS ORGANIZED BY GALERIE BENJAMIN ECK, PESTALOZZISTRASSE 14, 80469 MUNICH, GERMANY (“ORGANIZER”).

ARTLAB MUNICH IS A SERIES OF EXHIBITION PROJECTS WITH DIFFERENT ARTISTS, TAKING PLACE AT VARIOUS TIMES THROUGHOUT THE YEAR AT GALERIE BENJAMIN ECK. AFTER EACH EVENT, THE GALLERY TEAM AND A GUEST CURATOR SELECT THE MOST PROMISING ARTIST TO PARTICIPATE IN A NEW GROUP EXHIBITION WITH THE OTHER ARTLAB NOMINEES AT THE END OF THE YEAR. AT THIS ANNUAL EXHIBITION, ONE ARTIST IS SELECTED WHO WILL RECEIVE THE EXCLUSIVE OPPORTUNITY TO OFFICIALLY EXHIBIT AT GALERIE BENJAMIN ECK IN THE FOLLOWING YEAR. THESE PARTICIPATION TERMS APPLY ACCORDINGLY TO THE ANNUAL EXHIBITION EXCEPT TO THE EXTENT EXPRESSLY AGREED OTHERWISE.

THE EVENT AIMS TO PROMOTE SALES OF ORIGINAL PRIMARY MARKET ARTWORK WITH A MINIMUM PRICE OF 500 EUR. PARTICIPATING ARTISTS MAY ENTER INTO A COMMISSION AGREEMENT WITH GALERIE BENJAMIN ECK II. THIS IS HOWEVER NOT A PREREQUISITE FOR PARTICIPATION.

MEASUREMENTS OF WORKS TO BE EXHIBITED:

MAXIMUM L: 180 CM X H: 120 CM.

THE CHARACTER OF THE EVENT REQUIRES THAT PARTICIPANTS PRESENT ONLY ORIGINAL WORKS OF ART. THE SALE OF MERCHANDISING ITEMS SUCH AS T-SHIRTS AND STICKERS IS NOT PERMITTED.

## 2. LOCATION, DURATION AND IMPLEMENTATION

ARTLAB MUNICH GENERALLY TAKES PLACE 2 TIMES A YEAR AND A FINAL END OF THE YEAR. THE PRECISE DATE

OF THE NEXT ARTLAB IS ANNOUNCED AT THE END OF EACH ARTLAB. ARTLAB MUNICH WILL TAKE PLACE FOR THE FIRST TIME ON 30 JUNE 2017, AT GALERIE BENJAMIN ECK II, ZIEBLANDSTRASSE 19, 80799 MUNICH, GERMANY.

### 3. PARTICIPANT APPLICATION AND APPROVAL

FREE ARTISTS, DESIGNERS AND CREATIVE OF ANY KIND ARE ELIGIBLE FOR ARTLAB MUNICH.

INTERESTED PARTIES MAY APPLY TO PARTICIPATE IN WRITING (E-MAIL SUFFICIENT) NO LATER THAN SEVEN DAYS PRIOR TO THE DATE OF THE NEXT AVAILABLE ARTLAB EVENT. THE APPLICATION MUST INCLUDE A COMPLETED APPLICATION FORM, A MOTIVATION LETTER, A CV AND A PORTFOLIO (WORK TO BE EXHIBITED).

APPROVAL IS GRANTED OR REFUSED BY THE GALERIE BENJAMIN ECK TEAM IN ITS DISCRETION. APPLICANTS ARE NOT ENTITLED TO APPROVAL. AN APPROVAL DOES NOT CREATE ANY RIGHTS IN VIEW OF SUBSEQUENT EVENTS.

THE ORGANIZER IS NOT LIABLE FOR ANY FRUSTRATED EXPENSES OR OTHER COSTS THAT THE APPLICANT MAY SUFFER/INCUR IN CONNECTION WITH A REFUSED APPLICATION TO PARTICIPATE.

THE ORGANIZER COMMUNICATES THE APPROVAL OR REFUSAL VIA E-MAIL. IN THE EVENT OF AN APPROVAL, THE ORGANIZER ALSO SENDS THE STANDARD COMMISSION AGREEMENT (IF PARTICIPANT HAS NOT OPTED OUT) AND THE INVOICE FOR THE PARTICIPATION FEES. IF THE PARTICIPANT WISHES TO ENTER INTO THE COMMISSION AGREEMENT, THEY MUST RETURN A SIGNED COPY PRIOR TO THE START OF THE EVENT.

UPON PARTICIPANT'S RECEIPT OF THE NOTIFICATION OF THE APPROVAL, AN AGREEMENT IS CONCLUDED BASED IN THESE PARTICIPATION TERMS AND THE FEES SET OUT IN SECTION 7 BECOME DUE. FOR CLARITY, THE ORGANIZER RESERVES THE RIGHT TO INVOICE THE

EXHIBITION FEE SEPARATELY IF THE PARTICIPANT DOES NOT ENTER INTO THE COMMISSION AGREEMENT.

THE APPLICATION MAY BE WITHDRAWN UNTIL PARTICIPANT'S RECEIPT OF THE APPROVAL NOTICE. AFTER SUCH RECEIPT, A WITHDRAWAL IS GENERALLY NO LONGER POSSIBLE. IN THE EVENT OF A "NO SHOW" (INCLUDING EVENT OF NON-PAYMENT OF FEES PRIOR TO THE EVENT) OR ANY OTHER UNJUSTIFIED REPUDIATION OF THE AGREEMENT FOR WHICH THE PARTICIPANT IS RESPONSIBLE, ORGANIZER IS ENTITLED TO A CONTRACTUAL PENALTY AMOUNTING TO THE HANDLING AND STORAGE FEE.

#### 4. FEES; PAYMENT TERMS

THE FOLLOWING FEES APPLY PER EXHIBITED WORK:

EXHIBITION FEE FOR A WORK UP TO 1M<sup>2</sup>: 50 EUR; FOR WORKS LARGER THAN 1M<sup>2</sup>, THE EXHIBITION FEE IS 75 EUR.

IN THE EVENT THE PARTICIPANT IS UNABLE TO INSTALL THEIR WORK THEMSELVES (E.G. PARTICIPANT FROM ABROAD WHO CANNOT BE THERE AT THE EVENT), THEY MAY BOOK A HANGING / MOUNTING AND DISMOUNTING SERVICE FOR 50 EUR.

ALL FEES ARE NET PRICES; STATUTORY VAT MUST BE PAID IN ADDITION AS APPLICABLE.

GALERIE BENJAMIN ECK ACCEPTS ONLY DIRECT DEPOSITS INTO THE COMPANY BANK ACCOUNT. CHEQUES AND PAYPAL PAYMENTS ARE NOT ACCEPTED. ANY BANKING FEES AND WIRE TRANSFER FEES MUST BE BORNE BY – AND WILL BE CHARGED TO – PARTICIPANTS.

#### 5. DELIVERY AND PICK-UP; DISMANTLING

PARTICIPANT IS RESPONSIBLE FOR ORGANIZING AND PAYING FOR TIMELY DELIVERY (BEFORE THE EVENT) AND

PICK-UP OF THE WORKS. DATES AND TIMES FOR TRANSPORT TO AND FROM THE GALLERY MUST BE COORDINATED IN ADVANCE WITH THE ORGANIZER. THE DATE FOR PICK-UP / RETURN SHIPMENT (IN THE EVENT THE WORK IS NOT SOLD) IS ONE MONTH AFTER THE DATE OF THE EVENT.

IF WORKS ARE DELIVERED BY A SHIPPING COMPANY, THE ORGANIZER IS NOT RESPONSIBLE FOR ANY DAMAGE OR COMPLICATION OCCURRING DURING DELIVERY OR RETURN SHIPMENT.

IF RETURN SHIPMENT IS DESIRED, APPLICANT MUST DECLARE THIS IN ADVANCE AND ORGANIZE IT THROUGH A BILL OF FREIGHT OR RETURN SHIPPING LABEL.

AFTER THE EVENT, THE EXHIBITION AREA WILL BE REVIEWED. IN THE EVENT OF MANIFEST DAMAGES (EXCESSIVE AMOUNT OF HOLES, BREAKAGE, NON-REMOVABLE STICKERS/MATERIALS), A FEE OF 100 EUR WILL BE CHARGED. IF THE PARTICIPANT HAS PLACED ANY MOUNTS, WALLS MUST BE FILLED AND PAINTED ACCORDINGLY.

## 6. ORGANIZER'S SERVICES

ORGANIZING AND ADMINISTERING THE EVENT, INCLUDING SPECIAL PROGRAMMES. PROVISION OF EXHIBITION SPACE INCLUDING STANDARD LIGHTING.

FURTHER SERVICES: ONLINE MENTION AT ARTLABMUNICH.COM, CREATION OF MARKETING MATERIALS, PR, PUBLICATION IN SOCIAL NETWORKS AND ON ART PLATFORMS.

## 7. TERM OF AGREEMENT; RESCISSION; TERMINATION

THE AGREEMENT ENDS ONE MONTH AFTER THE DATE OF THE EVENT, HOWEVER NO LATER THAN THE BEGINNING OF THE SUBSEQUENT ARTLAB. DURING THIS TIME, THE WORKS ARE KEPT BY THE ORGANIZER FOR THE PURPOSE OF PLACEMENT.

THE ORGANIZER MAY RESCIND THE AGREEMENT FOR GOOD CAUSE. IN PARTICULAR, IT IS DEEMED GOOD CAUSE IF THE ORGANIZATION OF THE EVENT BECOMES IMPOSSIBLE IN WHOLE OR IN PART BECAUSE OF EVENTS FOR WHICH ORGANIZER IS NOT RESPONSIBLE.

FURTHERMORE, IT SHALL BE GOOD CAUSE IF THE PARTICIPANT HAS NOT PAID THE DUE FEES PRIOR TO THE START OF THE EVENT. ORGANIZER'S OTHER STATUTORY AND/OR CONTRACTUAL RIGHTS REMAIN UNAFFECTED.

THE STATUTORY RIGHT OF EXTRAORDINARY TERMINATION WITHOUT NOTICE FOR GOOD CAUSE REMAINS UNAFFECTED.

## 8. DOMICILIARY RIGHT; REMOVAL OF EXHIBITED WORKS

THE ORGANIZER EXERCISES DOMICILIARY RIGHTS AT THE EVENT LOCATION. IT IS ENTITLED TO REMOVE EXHIBITS IF THEIR EXHIBITION VIOLATES APPLICABLE LAW OR COMMON DECENCY, OR BREACHES THESE PARTICIPATION TERMS OR THE TERMS OF THE EVENT. PROMOTING POLITICAL OR IDEOLOGICAL IDEAS IS NOT PERMITTED.

## 9. LIMITATION OF LIABILITY

THE ORGANIZER IS LIABLE WITHOUT LIMITATION FOR WILFUL INTENT, GROSS NEGLIGENCE, AS WELL AS PERSONAL INJURY AND IN THE EVENT OF BREACH OF A GUARANTEE (WHICH MUST BE EXPRESSLY DESIGNATED AS SUCH IN ORDER TO BE A GUARANTEE IN THE LEGAL SENSE), AND UNDER THE GERMAN PRODUCT LIABILITY ACT.

IN OTHER CASES THAN THOSE DESCRIBED IN THE PRECEDING PARAGRAPH, THE ORGANIZER IS LIABLE FOR SLIGHT NEGLIGENCE ONLY IN THE EVENT OF BREACH OF A MATERIAL CONTRACTUAL OBLIGATION (CARDINAL DUTY), AND ONLY FOR TYPICAL AND FORESEEABLE DAMAGE. A CARDINAL DUTY IS AN OBLIGATION THAT MUST BE PERFORMED TO MAKE THE ACHIEVEMENT OF

THE PURPOSE OF THE CONTRACT POSSIBLE IN THE FIRST PLACE AND ON THE COMPLIANCE WITH WHICH THE PARTICIPANT MAY THEREFORE GENERALLY RELY.

IN OTHER CASES, THE ORGANIZER IS NOT LIABLE FOR SLIGHT NEGLIGENCE, AND, FOR CLARITY, ALSO NOT FOR FORCE MAJEURE.

THE FOREGOING LIMITATIONS APPLY ACCORDINGLY FOR THE BENEFIT OF ANY STATUTORY REPRESENTATIVES, OFFICERS, EMPLOYEES AND (VICARIOUS AND OTHER) AGENTS OF THE ORGANIZER.

## 10. DISCLAIMERS / FINAL PROVISIONS

ALL EXHIBITORS ARE RESPONSIBLE FOR COMPLYING WITH ANY LAWS, DIRECTIVES AND OTHER RULES OF THE HOST COUNTRY IF THE ORGANIZER'S PARTICIPATION TERMS DEVIATE FROM SUCH PROVISIONS. THEY ARE OBLIGED TO COMPREHENSIVELY FAMILIARIZE THEMSELVES WITH THE APPLICABLE RULES AT THE EVENT LOCATION IN A TIMELY MANNER AND OBTAIN THE REQUIRED KNOWLEDGE.

THE ORGANIZER MAY RESCHEDULE, SHORTEN, EXTEND OR CANCEL THE EVENT OR TEMPORARILY OR DEFINITELY ENTIRELY OR PARTIALLY CLOSE IT IF REQUIRED BECAUSE OF UNFORESEEABLE EVENTS OF FORCE MAJEURE, NATURAL DISASTER, WAR, CIVIL DISTURBANCE, STRIKES, OR FAILURE OF TRANSPORT OR COMMUNICATION LINKS. IN SUCH EVENT OF RESCHEDULING, SHORTENING, EXTENSION OR CLOSURE, EXHIBITOR IS NOT ENTITLED TO ANY DAMAGES. IF PARTICIPATION IS NO LONGER RELEVANT FOR AN EXHIBITOR BECAUSE OF SUCH ACTIONS, AND IF EXHIBITOR THEREFORE WAIVES THE RIGHT TO USE THE ASSIGNED EXHIBITION SPACE, THEN EXHIBITOR MAY RESCIND THE AGREEMENT. SUCH RESCISSION MUST BE DECLARED IN WRITING WITHOUT UNDUE DELAY AFTER EXHIBITOR LEARNS OF THE CHANGE. THE ORGANIZER IS NOT LIABLE FOR ANY DAMAGES AND/OR OTHER DISADVANTAGES AS MAY RESULT FROM THIS FOR AN EXHIBITOR.

IN THE EVENT THESE TERMS ARE PARTIALLY UNENFORCEABLE OR HAVE ANY GAPS, THE VALIDITY OF THE REMAINDER OF THE PROVISIONS AND THE AGREEMENT AS A WHOLE REMAIN UNAFFECTED. IN THIS EVENT, THE PARTIES SHALL REPLACE SUCH UNENFORCEABLE PROVISION AND/OR FILL SUCH GAP (AS APPLICABLE) BY THE PROVISION THAT COMES CLOSEST TO THE PARTIES' INITIAL COMMERCIAL INTENTION. ANY MODIFICATIONS OF THIS AGREEMENT MUST BE IN WRITING. THIS ALSO APPLIES FOR ANY WAIVER OF THE WRITTEN FORM REQUIREMENT ITSELF.

## 12. PLACE OF PERFORMANCE / LEGAL VENUE

THE PLACE OF PERFORMANCE IS THE DOMICILE OF THE ORGANIZER. THE LEGAL VENUE IS MUNICH. THE ORGANIZER MAY ALSO FILE CLAIMS IN THE COURT WITH JURISDICTION OVER PARTICIPANT'S DOMICILE.

## DISCLAIMER

### LIMITATION OF LIABILITY FOR INTERNAL CONTENT

THE CONTENT OF OUR WEBSITE HAS BEEN COMPILED WITH METICULOUS CARE AND TO THE BEST OF OUR KNOWLEDGE. HOWEVER, WE CANNOT ASSUME ANY LIABILITY FOR THE UP-TO-DATENESS, COMPLETENESS OR ACCURACY OF ANY OF THE PAGES.

PURSUANT TO SECTION 7, PARA. 1 OF THE TMG (TELEMEDIENGESETZ – TELE MEDIA ACT BY GERMAN LAW), WE AS SERVICE PROVIDERS ARE LIABLE FOR OUR OWN CONTENT ON THESE PAGES IN ACCORDANCE WITH GENERAL LAWS. HOWEVER, PURSUANT TO SECTIONS 8 TO 10 OF THE TMG, WE AS SERVICE PROVIDERS ARE NOT UNDER OBLIGATION TO MONITOR EXTERNAL INFORMATION PROVIDED OR STORED ON OUR WEBSITE. ONCE WE HAVE BECOME

AWARE OF A SPECIFIC INFRINGEMENT OF THE LAW, WE WILL IMMEDIATELY REMOVE THE CONTENT IN QUESTION. ANY LIABILITY CONCERNING THIS MATTER CAN ONLY BE ASSUMED FROM THE POINT IN TIME AT WHICH THE INFRINGEMENT BECOMES KNOWN TO US.

## LIMITATION OF LIABILITY FOR EXTERNAL LINKS

OUR WEBSITE CONTAINS LINKS TO THE WEBSITES OF THIRD PARTIES (“EXTERNAL LINKS”). AS THE CONTENT OF THESE WEBSITES IS NOT UNDER OUR CONTROL, WE CANNOT ASSUME ANY LIABILITY FOR SUCH EXTERNAL CONTENT. IN ALL CASES, THE PROVIDER OF INFORMATION OF THE LINKED WEBSITES IS LIABLE FOR THE CONTENT AND ACCURACY OF THE INFORMATION PROVIDED. AT THE POINT IN TIME WHEN THE LINKS WERE PLACED, NO INFRINGEMENTS OF THE LAW WERE RECOGNISABLE TO US. AS SOON AS AN INFRINGEMENT OF THE LAW BECOMES KNOWN TO US, WE WILL IMMEDIATELY REMOVE THE LINK IN QUESTION.

## COPYRIGHT

THE CONTENT AND WORKS PUBLISHED ON THIS WEBSITE ARE GOVERNED BY THE COPYRIGHT LAWS OF GERMANY. ANY DUPLICATION, PROCESSING, DISTRIBUTION OR ANY FORM OF UTILISATION BEYOND THE SCOPE OF COPYRIGHT LAW SHALL REQUIRE THE PRIOR WRITTEN CONSENT OF THE AUTHOR OR AUTHORS IN QUESTION.

## DATA PROTECTION

A VISIT TO OUR WEBSITE CAN RESULT IN THE STORAGE ON OUR SERVER OF INFORMATION ABOUT THE ACCESS (DATE, TIME, PAGE ACCESSED). THIS DOES NOT REPRESENT ANY ANALYSIS OF



PERSONAL DATA (E.G., NAME, ADDRESS OR E-MAIL ADDRESS). IF PERSONAL DATA ARE COLLECTED, THIS ONLY OCCURS – TO THE EXTENT POSSIBLE – WITH THE PRIOR CONSENT OF THE USER OF THE WEBSITE. ANY FORWARDING OF THE DATA TO THIRD PARTIES WITHOUT THE EXPRESS CONSENT OF THE USER SHALL NOT TAKE PLACE.

WE WOULD LIKE TO EXPRESSLY POINT OUT THAT THE TRANSMISSION OF DATA VIA THE INTERNET (E.G., BY E-MAIL) CAN OFFER SECURITY VULNERABILITIES. IT IS THEREFORE IMPOSSIBLE TO SAFEGUARD THE DATA COMPLETELY AGAINST ACCESS BY THIRD PARTIES. WE CANNOT ASSUME ANY LIABILITY FOR DAMAGES ARISING AS A RESULT OF SUCH SECURITY VULNERABILITIES.

THE USE BY THIRD PARTIES OF ALL PUBLISHED CONTACT DETAILS FOR THE PURPOSE OF ADVERTISING IS EXPRESSLY EXCLUDED. WE RESERVE THE RIGHT TO TAKE LEGAL STEPS IN THE CASE OF THE UNSOLICITED SENDING OF ADVERTISING INFORMATION; E.G., BY MEANS OF SPAM MAIL.

# DATA PRIVACY POLICY

## I. NAME AND ADDRESS OF THE RESPONSIBLE

GALLERY BENJAMIN ECK

PESTALOZZISTR. 14

80469 MUNICH

GERMANY

TEL .: +49 152 33 52 49 57

E-MAIL: [INFO@ARTLABMUNICH.COM](mailto:INFO@ARTLABMUNICH.COM)

WEBSITE: [HTTP://WWW.ARTLABMUNICH.COM](http://WWW.ARTLABMUNICH.COM)

## II. GENERAL DATA PROCESSING

### 1. SCOPE OF PROCESSING OF PERSONAL DATA

IN PRINCIPLE, WE PROCESS PERSONAL DATA OF OUR USERS ONLY INsofar AS THIS IS NECESSARY TO PROVIDE A FUNCTIONING WEBSITE AND OUR CONTENT AND SERVICES. THE PROCESSING OF PERSONAL DATA OF OUR USERS TAKES PLACE REGULARLY ONLY WITH THE CONSENT OF THE USER. AN EXCEPTION APPLIES TO CASES IN WHICH PRIOR CONSENT CAN NOT BE OBTAINED FOR REASONS OF FACT AND THE PROCESSING OF THE DATA IS PERMITTED BY LAW.

### 2. LEGAL BASIS FOR THE PROCESSING OF PERSONAL DATA

INsofar AS WE OBTAIN THE CONSENT OF THE DATA SUBJECT FOR PROCESSING OF PERSONAL DATA, ART. 6 PARA. 1 LIT. A EU GENERAL DATA PROTECTION REGULATION (GDPR) AS LEGAL BASIS.

IN THE PROCESSING OF PERSONAL DATA NECESSARY FOR THE PERFORMANCE OF A CONTRACT TO WHICH THE DATA SUBJECT IS A PARTY, ART. 6 PARA. 1 LIT. B DSGVO AS LEGAL BASIS. THIS ALSO APPLIES TO PROCESSING OPERATIONS REQUIRED TO CARRY OUT PRE-CONTRACTUAL ACTIONS.

INSOFAR AS PROCESSING OF PERSONAL DATA IS REQUIRED TO FULFILL A LEGAL OBLIGATION THAT IS SUBJECT TO OUR COMPANY, ART. 6 PARA. 1 LIT. C DSGVO AS LEGAL BASIS.

IN THE EVENT THAT VITAL INTERESTS OF THE DATA SUBJECT OR ANOTHER NATURAL PERSON REQUIRE THE PROCESSING OF PERSONAL DATA, ART. 6 PARA. 1 LIT. D DSGVO AS LEGAL BASIS.

IF PROCESSING IS NECESSARY TO SAFEGUARD THE LEGITIMATE INTERESTS OF OUR COMPANY OR A THIRD PARTY, AND IF THE INTERESTS, FUNDAMENTAL RIGHTS AND FREEDOMS OF THE DATA SUBJECT DO NOT PREVAIL OVER THE FIRST INTEREST, ART. 6 PARA. 1 LIT. F DSGVO AS LEGAL BASIS FOR PROCESSING.

### 3. DATA DELETION AND STORAGE DURATION

THE PERSONAL DATA OF THE DATA SUBJECT WILL BE DELETED OR BLOCKED AS SOON AS THE PURPOSE OF THE STORAGE IS DELETED. IN ADDITION, SUCH STORAGE MAY BE PROVIDED FOR BY THE EUROPEAN OR NATIONAL LEGISLATOR IN EU REGULATIONS, LAWS OR OTHER REGULATIONS TO WHICH THE CONTROLLER IS SUBJECT. BLOCKING OR DELETION OF THE DATA ALSO TAKES PLACE WHEN A STORAGE PERIOD PRESCRIBED BY THE STANDARDS MENTIONED EXPIRES, UNLESS THERE IS A NEED FOR FURTHER STORAGE OF THE DATA FOR CONCLUSION

OF A CONTRACT OR FULFILLMENT OF THE CONTRACT.

### III. PROVIDING THE WEBSITE AND CREATING LOGFILES

#### 1. DESCRIPTION AND SCOPE OF DATA PROCESSING

EACH TIME OUR WEBSITE IS ACCESSED, OUR SYSTEM AUTOMATICALLY COLLECTS DATA AND INFORMATION FROM THE COMPUTER SYSTEM OF THE CALLING COMPUTER.

THE FOLLOWING DATA IS COLLECTED HERE:

(1) INFORMATION ABOUT THE BROWSER TYPE AND VERSION USED

(2) THE OPERATING SYSTEM OF THE USER

(3) THE INTERNET SERVICE PROVIDER OF THE USER

(4) THE IP ADDRESS OF THE USER

(5) DATE AND TIME OF ACCESS

(6) WEBSITES FROM WHICH THE SYSTEM OF THE USER COMES TO OUR WEBSITE

(7) WEB SITES ACCESSED BY THE USER'S SYSTEM THROUGH OUR WEBSITE

THE DATA IS ALSO STORED IN THE LOG FILES OF OUR SYSTEM. A STORAGE OF THIS DATA TOGETHER WITH OTHER PERSONAL DATA OF THE USER DOES NOT TAKE PLACE.

#### 2. LEGAL BASIS FOR DATA PROCESSING

THE LEGAL BASIS FOR THE TEMPORARY STORAGE OF DATA AND LOG FILES IS ART. 6 PARA. 1 LIT. F DSGVO.

### 3. PURPOSE OF THE DATA PROCESSING

THE TEMPORARY STORAGE OF THE IP ADDRESS BY THE SYSTEM IS NECESSARY TO ALLOW DELIVERY OF THE WEBSITE TO THE COMPUTER OF THE USER. TO DO THIS, THE USER'S IP ADDRESS MUST BE KEPT FOR THE DURATION OF THE SESSION.

STORAGE IN LOG FILES IS DONE TO ENSURE THE FUNCTIONALITY OF THE WEBSITE. IN ADDITION, THE DATA IS USED TO OPTIMIZE THE WEBSITE AND TO ENSURE THE SECURITY OF OUR INFORMATION TECHNOLOGY SYSTEMS. AN EVALUATION OF THE DATA FOR MARKETING PURPOSES DOES NOT TAKE PLACE IN THIS CONTEXT.

FOR THESE PURPOSES, OUR LEGITIMATE INTEREST IN THE PROCESSING OF DATA ACCORDING TO ART. 6 PARA. 1 LIT. F DSGVO.

### 4. DURATION OF STORAGE

THE DATA WILL BE DELETED AS SOON AS IT IS NO LONGER NECESSARY FOR THE PURPOSE OF ITS COLLECTION. IN THE CASE OF COLLECTING THE DATA FOR PROVIDING THE WEBSITE, THIS IS THE CASE WHEN THE RESPECTIVE SESSION IS COMPLETED.

IN THE CASE OF STORING THE DATA IN LOG FILES, THIS IS THE CASE AFTER NO MORE THAN SEVEN DAYS. AN ADDITIONAL STORAGE IS POSSIBLE. IN THIS CASE, THE IP ADDRESSES OF THE USERS ARE DELETED OR ALIENATED, SO THAT AN ASSIGNMENT OF THE CALLING CLIENT IS NO LONGER POSSIBLE.

### 5. OPPOSITION AND REMOVAL POSSIBILITY

THE COLLECTION OF DATA FOR THE PROVISION OF THE WEBSITE AND THE STORAGE OF THE DATA IN

LOG FILES IS ESSENTIAL FOR THE OPERATION OF THE WEBSITE. THERE IS CONSEQUENTLY NO CONTRADICTION ON THE PART OF THE USER.

#### IV. USE OF COOKIES

##### A) DESCRIPTION AND SCOPE OF DATA PROCESSING

OUR WEBSITE USES COOKIES. COOKIES ARE TEXT FILES THAT ARE STORED IN THE INTERNET BROWSER OR THE INTERNET BROWSER ON THE USER'S COMPUTER SYSTEM. WHEN A USER VISITS A WEBSITE, A COOKIE MAY BE STORED ON THE USER'S OPERATING SYSTEM. THIS COOKIE CONTAINS A CHARACTERISTIC STRING THAT ALLOWS THE BROWSER TO BE UNIQUELY IDENTIFIED WHEN THE WEBSITE IS REOPENED.

WE USE COOKIES TO MAKE OUR WEBSITE MORE USER-FRIENDLY. SOME ELEMENTS OF OUR WEBSITE REQUIRE THAT THE CALLING BROWSER BE IDENTIFIED EVEN AFTER A PAGE BREAK.

THE FOLLOWING DATA IS STORED AND TRANSMITTED IN THE COOKIES:

(1) LANGUAGE SETTINGS

(2) LOG-IN INFORMATION

##### B) LEGAL BASIS FOR DATA PROCESSING

THE LEGAL BASIS FOR THE PROCESSING OF PERSONAL DATA USING COOKIES IS ARTICLE 6 (1) LIT. F DSGVO.

##### C) PURPOSE OF THE DATA PROCESSING

THE PURPOSE OF USING TECHNICALLY NECESSARY COOKIES IS TO FACILITATE THE USE OF WEBSITES FOR USERS. SOME FEATURES OF OUR WEBSITE CAN

NOT BE OFFERED WITHOUT THE USE OF COOKIES. FOR THESE, IT IS NECESSARY THAT THE BROWSER IS RECOGNIZED EVEN AFTER A PAGE BREAK.

WE REQUIRE COOKIES FOR THE FOLLOWING APPLICATIONS:

(1) ADOPTION OF LANGUAGE SETTINGS

(2) TRANSFER OF LOG-IN INFORMATION

THE USER DATA COLLECTED THROUGH TECHNICALLY NECESSARY COOKIES WILL NOT BE USED TO CREATE USER PROFILES.

E) DURATION OF STORAGE, OBJECTION AND DISPOSAL OPTIONS

COOKIES ARE STORED ON THE COMPUTER OF THE USER AND TRANSMITTED BY THIS ON OUR SIDE. THEREFORE, AS A USER, YOU HAVE FULL CONTROL OVER THE USE OF COOKIES. BY CHANGING THE SETTINGS IN YOUR INTERNET BROWSER, YOU CAN DISABLE OR RESTRICT THE TRANSMISSION OF COOKIES. ALREADY SAVED COOKIES CAN BE DELETED AT ANY TIME. THIS CAN ALSO BE DONE AUTOMATICALLY. IF COOKIES ARE DISABLED FOR OUR WEBSITE, IT MAY NOT BE POSSIBLE TO USE ALL THE FUNCTIONS OF THE WEBSITE TO THE FULL.

V. WEB FONTS BY ADOBE TYPEKIT

THIS SITE USES SO-CALLED WEB FONTS, WHICH ARE PROVIDED BY ADOBE TYPEKIT, FOR UNIFORM REPRESENTATION OF FONTS. WHEN YOU CALL UP A PAGE, YOUR BROWSER LOADS THE REQUIRED WEB FONTS INTO YOUR BROWSER CACHE TO DISPLAY TEXTS AND FONTS CORRECTLY.

TO DO THIS, THE BROWSER YOU ARE USING MUST CONNECT TO THE ADOBE TYPEKIT SERVERS. THIS WILL GIVE ADOBE TYPEKIT KNOWLEDGE THAT YOUR WEBSITE HAS BEEN ACCESSED THROUGH YOUR IP ADDRESS. THE USE OF ADOBE TYPEKIT WEB FONTS IS IN THE INTEREST OF A UNIFORM AND ATTRACTIVE PRESENTATION OF OUR ONLINE SERVICES. THIS CONSTITUTES A LEGITIMATE INTEREST WITHIN THE MEANING OF ART. 6 PARA. 1 LIT. F DSGVO.

IF YOUR BROWSER DOES NOT SUPPORT WEB FONTS, A DEFAULT FONT WILL BE USED BY YOUR COMPUTER.

FOR MORE INFORMATION ABOUT ADOBE TYPEKIT WEB FONTS, VISIT [HTTPS://TYPEKIT.COM/](https://typekit.com/) AND THE ADOBE TYPEKIT PRIVACY POLICY: [HTTPS://WWW.ADOBE.COM/PRIVACY/POLICIES/TYPEKIT.HTML](https://www.adobe.com/privacy/policies/typekit.html)

## VI. CONTACT FORM AND E-MAIL CONTACT

### 1. DESCRIPTION AND SCOPE OF DATA PROCESSING

ON OUR WEBSITE IS A CONTACT FORM AVAILABLE, WHICH CAN BE USED FOR ELECTRONIC CONTACT. IF A USER REALIZES THIS OPTION, THE DATA ENTERED IN THE INPUT MASK WILL BE TRANSMITTED TO US AND SAVED.

THE REQUIRED DATA ARE:

- (1) NAME
- (2) E-MAIL ADDRESS
- (3) MESSAGE OF THE USER

ALL OTHER INFORMATION MAY BE ENTERED VOLUNTARILY BY THE USER.



AT THE TIME OF SENDING THE MESSAGE, THE FOLLOWING DATA IS ALSO STORED

#### (1) DATE AND TIME OF DISPATCH

ALTERNATIVELY, CONTACT VIA THE PROVIDED E-MAIL ADDRESS IS POSSIBLE. IN THIS CASE, THE USER'S PERSONAL DATA TRANSMITTED BY E-MAIL WILL BE STORED.

IN THIS CONTEXT, THERE IS NO DISCLOSURE OF THE DATA TO THIRD PARTIES. THE DATA IS USED EXCLUSIVELY FOR PROCESSING THE CONVERSATION.

#### 2. LEGAL BASIS FOR DATA PROCESSING

THE LEGAL BASIS FOR PROCESSING THE DATA FOR PROCESSING THE CONTACT REQUEST IS ART. 6 PARA. 1 LIT. A GDPR.

THE LEGAL BASIS FOR THE PROCESSING OF THE DATA TRANSMITTED IN THE COURSE OF SENDING AN E-MAIL IS ARTICLE 6 (1) LIT. F DSGVO. IF THE E-MAIL CONTACT AIMS TO CONCLUDE A CONTRACT, THEN ADDITIONAL LEGAL BASIS FOR THE PROCESSING IS ART. 6 PARA. 1 LIT. B DSGVO.

#### 3. PURPOSE OF THE DATA PROCESSING

THE PROCESSING OF THE PERSONAL DATA FROM THE INPUT MASK SERVES US ONLY TO PROCESS THE CONTACT. IN THE CASE OF CONTACT VIA E-MAIL, THIS ALSO INCLUDES THE REQUIRED LEGITIMATE INTEREST IN THE PROCESSING OF THE DATA.

THE OTHER PERSONAL DATA PROCESSED DURING THE SENDING PROCESS SERVE TO PREVENT MISUSE OF THE CONTACT FORM AND TO ENSURE THE

## SECURITY OF OUR INFORMATION TECHNOLOGY SYSTEMS.

### 4. DURATION OF STORAGE

THE DATA WILL BE DELETED AS SOON AS IT IS NO LONGER NECESSARY FOR THE PURPOSE OF ITS COLLECTION. FOR THE PERSONAL DATA FROM THE INPUT FORM OF THE CONTACT FORM AND THOSE SENT BY E-MAIL, THIS IS THE CASE WHEN THE RESPECTIVE CONVERSATION WITH THE USER HAS ENDED. THE CONVERSATION IS ENDED WHEN IT CAN BE INFERRED FROM THE CIRCUMSTANCES THAT THE RELEVANT FACTS HAVE BEEN FINALLY CLARIFIED.

THE ADDITIONAL PERSONAL DATA COLLECTED DURING THE SENDING PROCESS WILL BE DELETED AT THE LATEST AFTER A PERIOD OF SEVEN DAYS.

### 5. OPPOSITION AND REMOVAL POSSIBILITY

THE USER HAS THE POSSIBILITY AT ANY TIME TO REVOKE HIS CONSENT TO THE PROCESSING OF THE PERSONAL DATA. IF THE USER CONTACTS US BY E-MAIL, HE MAY OBJECT TO THE STORAGE OF HIS PERSONAL DATA AT ANY TIME. IN SUCH A CASE, THE CONVERSATION CAN NOT CONTINUE.

PLEASE SEND AN E-MAIL TO [BENJAMIN@BENJAMIN-ECK.COM](mailto:BENJAMIN@BENJAMIN-ECK.COM).

ALL PERSONAL DATA STORED IN THE COURSE OF CONTACTING WILL BE DELETED IN THIS CASE.

## VII. RIGHTS OF THE AFFECTED PERSON

IF YOU PROCESS PERSONAL DATA, YOU ARE I.S.D. DSGVO AND YOU HAVE THE FOLLOWING RIGHTS TO THE PERSON RESPONSIBLE:

### 1. RIGHT TO INFORMATION

YOU MAY ASK THE PERSON IN CHARGE TO CONFIRM IF PERSONAL DATA CONCERNING YOU IS PROCESSED BY US.

IF SUCH PROCESSING IS AVAILABLE, YOU CAN REQUEST INFORMATION FROM THE PERSON RESPONSIBLE ABOUT THE FOLLOWING INFORMATION:

(1) THE PURPOSES FOR WHICH THE PERSONAL DATA ARE PROCESSED;

(2) THE CATEGORIES OF PERSONAL DATA BEING PROCESSED;

(3) THE RECIPIENTS OR CATEGORIES OF RECIPIENTS TO WHOM THE PERSONAL DATA RELATING TO YOU HAVE BEEN DISCLOSED OR ARE STILL BEING DISCLOSED;

(4) THE PLANNED DURATION OF THE STORAGE OF YOUR PERSONAL DATA OR, IF SPECIFIC INFORMATION IS NOT AVAILABLE, CRITERIA FOR DETERMINING THE DURATION OF STORAGE;

(5) THE EXISTENCE OF A RIGHT TO RECTIFICATION OR ERASURE OF PERSONAL DATA CONCERNING YOU, A RIGHT TO RESTRICTION OF PROCESSING BY THE CONTROLLER OR A RIGHT TO OBJECT TO SUCH PROCESSING;

(6) THE EXISTENCE OF A RIGHT OF APPEAL TO A SUPERVISORY AUTHORITY;

(7) ALL AVAILABLE INFORMATION ON THE SOURCE OF THE DATA IF THE PERSONAL DATA IS NOT COLLECTED FROM THE DATA SUBJECT;

(8) THE EXISTENCE OF AUTOMATED DECISION-MAKING INCLUDING PROFILING UNDER ARTICLE 22

(1) AND (4) GDPR AND, AT LEAST IN THESE CASES, MEANINGFUL INFORMATION ABOUT THE LOGIC INVOLVED, AND THE SCOPE AND INTENDED IMPACT OF SUCH PROCESSING ON THE DATA SUBJECT.

YOU HAVE THE RIGHT TO REQUEST INFORMATION ABOUT WHETHER YOUR PERSONAL INFORMATION RELATES TO A THIRD COUNTRY OR AN INTERNATIONAL ORGANIZATION. IN THIS CONNECTION, YOU CAN REQUEST THE APPROPRIATE GUARANTEES IN ACCORDANCE WITH ART. 46 GDPR IN CONNECTION WITH THE TRANSFER.

## 2. RIGHT TO RECTIFICATION

YOU HAVE A RIGHT TO RECTIFICATION AND / OR COMPLETION TO THE CONTROLLER, IF THE PERSONAL DATA YOU PROCESS IS INCORRECT OR INCOMPLETE. THE RESPONSIBLE PERSON MUST MAKE THE CORRECTION WITHOUT DELAY.

## 3. RIGHT TO RESTRICTION OF PROCESSING

YOU MAY REQUEST THE RESTRICTION OF THE PROCESSING OF YOUR PERSONAL DATA UNDER THE FOLLOWING CONDITIONS:

(1) IF YOU CONTEST THE ACCURACY OF YOUR PERSONAL INFORMATION FOR A PERIOD OF TIME THAT ENABLES THE CONTROLLER TO VERIFY THE ACCURACY OF YOUR PERSONAL INFORMATION;

(2) THE PROCESSING IS UNLAWFUL AND YOU REFUSE THE DELETION OF THE PERSONAL DATA AND INSTEAD DEMAND THE RESTRICTION OF THE USE OF THE PERSONAL DATA;

(3) THE CONTROLLER NO LONGER NEEDS THE PERSONAL DATA FOR THE PURPOSES OF

PROCESSING, BUT YOU NEED IT TO ASSERT, EXERCISE OR DEFEND LEGAL CLAIMS; OR

(4) IF YOU HAVE OBJECTED TO THE PROCESSING PURSUANT TO ART. 21 (1) GDPR AND IT IS NOT YET CERTAIN WHETHER THE LEGITIMATE REASONS OF THE PERSON RESPONSIBLE OUTWEIGH YOUR REASONS.

IF THE PROCESSING OF PERSONAL DATA CONCERNING YOU HAS BEEN RESTRICTED, THIS DATA MAY ONLY BE USED WITH YOUR CONSENT OR FOR THE PURPOSE OF ASSERTING, EXERCISING OR DEFENDING LEGAL CLAIMS OR PROTECTING THE RIGHTS OF ANOTHER NATURAL OR LEGAL PERSON OR FOR REASONS OF IMPORTANT PUBLIC INTEREST UNION OR A MEMBER STATE.

IF THE LIMITATION OF THE PROCESSING AFTER THE O.G. IF CONDITIONS ARE RESTRICTED, YOU WILL BE INFORMED BY THE PERSON IN CHARGE BEFORE THE RESTRICTION IS LIFTED.

#### 4. RIGHT TO CANCELLATION

##### A) OBLIGATION TO DELETE

YOU MAY REQUIRE THE CONTROLLER TO DELETE YOUR PERSONAL INFORMATION WITHOUT DELAY, AND THE CONTROLLER IS REQUIRED TO DELETE THAT INFORMATION IMMEDIATELY IF ONE OF THE FOLLOWING IS TRUE:

(1) PERSONAL DATA CONCERNING YOU ARE NO LONGER NECESSARY FOR THE PURPOSES FOR WHICH THEY WERE COLLECTED OR OTHERWISE PROCESSED.

(2) YOU REVOKE YOUR CONSENT, TO WHICH THE PROCESSING ACC. ART. 6 PARA. 1 LIT. A OR ART. 9

PARA. 2 LIT. DSGVO AND THERE IS NO OTHER LEGAL BASIS FOR PROCESSING.

(3) ACCORDING TO. ART. 21 PARA. 1 DSGVO OBJECTION TO THE PROCESSING AND THERE ARE NO PRIOR JUSTIFIABLE REASONS FOR THE PROCESSING, OR YOU LAY GEM. ART. 21 PARA. 2 DSGVO OPPOSITION TO PROCESSING.

(4) YOUR PERSONAL DATA HAVE BEEN PROCESSED UNLAWFULLY.

(5) THE DELETION OF PERSONAL DATA CONCERNING YOU SHALL BE REQUIRED TO FULFILL A LEGAL OBLIGATION UNDER UNION LAW OR THE LAW OF THE MEMBER STATES TO WHICH THE CONTROLLER IS SUBJECT.

(6) THE PERSONAL DATA CONCERNING YOU WERE COLLECTED IN RELATION TO INFORMATION SOCIETY SERVICES OFFERED PURSUANT TO ART. 8 (1) GDPR.

#### B) INFORMATION TO THIRD PARTIES

IF THE PERSON IN CHARGE HAS MADE THE PERSONAL DATA CONCERNING YOU PUBLIC AND IS ACC. ARTICLE 17 (1) OF THE GDPR, IT SHALL TAKE APPROPRIATE MEASURES, INCLUDING TECHNICAL MEANS, TO INFORM DATA CONTROLLERS WHO PROCESS THE PERSONAL DATA THAT YOU HAVE BEEN IDENTIFIED AS BEING AFFECTED, TAKING INTO ACCOUNT AVAILABLE TECHNOLOGY AND IMPLEMENTATION COSTS PERSONS REQUESTING DELETION OF ALL LINKS TO SUCH PERSONAL DATA OR OF COPIES OR REPLICATIONS OF SUCH PERSONAL DATA.

#### C) EXCEPTIONS

THE RIGHT TO ERASURE DOES NOT EXIST IF THE PROCESSING IS NECESSARY

- (1) TO EXERCISE THE RIGHT TO FREEDOM OF EXPRESSION AND INFORMATION;
- (2) TO FULFILL A LEGAL OBLIGATION REQUIRED BY THE LAW OF THE UNION OR OF THE MEMBER STATES TO WHICH THE CONTROLLER IS SUBJECT, OR TO CARRY OUT A TASK WHICH IS IN THE PUBLIC INTEREST OR IN THE EXERCISE OF OFFICIAL AUTHORITY CONFERRING ON THE CONTROLLER HAS BEEN;
- (3) FOR REASONS OF PUBLIC INTEREST IN THE FIELD OF PUBLIC HEALTH PURSUANT TO ART. 9 (2) LIT. H AND I AND ART. 9 (3) GDPR;
- (4) FOR ARCHIVAL PURPOSES OF PUBLIC INTEREST, SCIENTIFIC OR HISTORICAL RESEARCH PURPOSES OR FOR STATISTICAL PURPOSES ACC. ARTICLE 89 (1) GDPR, TO THE EXTENT THAT THE LAW REFERRED TO IN SUBPARAGRAPH (A) IS LIKELY TO RENDER IMPOSSIBLE OR SERIOUSLY AFFECT THE ACHIEVEMENT OF THE OBJECTIVES OF THAT PROCESSING, OR
- (5) TO ASSERT, EXERCISE OR DEFEND LEGAL CLAIMS.

#### 5. RIGHT TO INFORMATION

IF YOU HAVE THE RIGHT OF RECTIFICATION, ERASURE OR RESTRICTION OF PROCESSING TO THE CONTROLLER, HE / SHE IS OBLIGED TO NOTIFY ALL RECIPIENTS TO WHOM YOUR PERSONAL DATA HAVE BEEN DISCLOSED OF THIS CORRECTION OR DELETION OF THE DATA OR RESTRICTION OF PROCESSING, UNLESS: THIS PROVES TO BE IMPOSSIBLE OR INVOLVES A DISPROPORTIONATE EFFORT.

YOU HAVE A RIGHT TO THE PERSON RESPONSIBLE TO BE INFORMED ABOUT THESE RECIPIENTS.

#### 6. RIGHT TO DATA PORTABILITY

YOU HAVE THE RIGHT TO RECEIVE PERSONALLY IDENTIFIABLE INFORMATION YOU PROVIDE TO THE CONTROLLER IN A STRUCTURED, COMMON AND

MACHINE-READABLE FORMAT. IN ADDITION, YOU HAVE THE RIGHT TO TRANSFER THIS DATA TO ANOTHER PERSON WITHOUT HINDRANCE BY THE PERSON RESPONSIBLE FOR PROVIDING THE PERSONAL DATA, PROVIDED THAT

(1) THE PROCESSING ON A CONSENT ACC. ART. 6 PARA. 1 LIT. A GDPR OR ART. 9 PARA. 2 LIT. A DSGVO OR ON A CONTRACT ACC. ART. 6 PARA. 1 LIT. B DSGVO IS BASED AND

(2) THE PROCESSING IS DONE BY AUTOMATED MEANS.

IN EXERCISING THIS RIGHT, YOU ALSO HAVE THE RIGHT TO OBTAIN THAT YOUR PERSONAL DATA RELATING TO YOU ARE TRANSMITTED DIRECTLY FROM ONE PERSON TO ANOTHER, INsofar AS THIS IS TECHNICALLY FEASIBLE. FREEDOMS AND RIGHTS OF OTHER PERSONS MAY NOT BE AFFECTED.

THE RIGHT TO DATA PORTABILITY DOES NOT APPLY TO THE PROCESSING OF PERSONAL DATA NECESSARY FOR THE PERFORMANCE OF A TASK IN THE PUBLIC INTEREST OR IN THE EXERCISE OF OFFICIAL AUTHORITY DELEGATED TO THE CONTROLLER.

#### 7. RIGHT TO OBJECT

YOU HAVE THE RIGHT AT ANY TIME, FOR REASONS THAT ARISE FROM YOUR PARTICULAR SITUATION, AGAINST THE PROCESSING OF YOUR PERSONAL DATA, WHICH PURSUANT TO ART. 6 PARA. 1 LIT. E OR F DSGVO TAKES AN OBJECTION; THIS ALSO APPLIES TO PROFILING BASED ON THESE PROVISIONS.

THE CONTROLLER WILL NO LONGER PROCESS THE PERSONAL DATA CONCERNING YOU UNLESS HE CAN DEMONSTRATE COMPELLING LEGITIMATE GROUNDS FOR PROCESSING THAT OUTWEIGH YOUR INTERESTS, RIGHTS AND FREEDOMS, OR THE PROCESSING IS FOR THE PURPOSE OF ENFORCING, EXERCISING OR DEFENDING LEGAL CLAIMS.



IF THE PERSONAL DATA RELATING TO YOU ARE PROCESSED FOR DIRECT MARKETING PURPOSES, YOU HAVE THE RIGHT TO OBJECT AT ANY TIME TO THE PROCESSING OF YOUR PERSONAL DATA FOR THE PURPOSE OF SUCH ADVERTISING; THIS ALSO APPLIES TO PROFILING INsofar AS IT IS ASSOCIATED WITH SUCH DIRECT MAIL.

IF YOU OBJECT TO PROCESSING FOR DIRECT MARKETING PURPOSES, YOUR PERSONAL DATA WILL NO LONGER BE PROCESSED FOR THESE PURPOSES.

REGARDLESS OF DIRECTIVE 2002/58 / EC, YOU HAVE THE OPTION, IN THE CONTEXT OF THE USE OF INFORMATION SOCIETY SERVICES, OF EXERCISING YOUR RIGHT TO OBJECT THROUGH AUTOMATED PROCEDURES THAT USE TECHNICAL SPECIFICATIONS.

#### 8. RIGHT TO REVOKE THE DATA PROTECTION CONSENT DECLARATION

YOU HAVE THE RIGHT TO REVOKE YOUR DATA PROTECTION DECLARATION AT ANY TIME. THE REVOCATION OF CONSENT DOES NOT AFFECT THE LEGALITY OF THE PROCESSING CARRIED OUT ON THE BASIS OF THE CONSENT UNTIL THE REVOCATION.

#### 9. AUTOMATED DECISION ON A CASE-BY-CASE BASIS, INCLUDING PROFILING

YOU HAVE THE RIGHT NOT TO BE SUBJECTED TO A DECISION BASED SOLELY ON AUTOMATED PROCESSING - INCLUDING PROFILING - THAT WILL HAVE LEGAL EFFECT OR SIMILARLY AFFECT YOU IN A SIMILAR MANNER. THIS DOES NOT APPLY IF THE DECISION

(1) IS REQUIRED FOR THE CONCLUSION OR PERFORMANCE OF A CONTRACT BETWEEN YOU AND THE CONTROLLER,

(2) IS PERMITTED BY UNION OR MEMBER STATE LEGISLATION TO WHICH THE CONTROLLER IS

SUBJECT, AND WHERE SUCH LEGISLATION CONTAINS APPROPRIATE MEASURES TO SAFEGUARD YOUR RIGHTS AND FREEDOMS AND LEGITIMATE INTERESTS, OR

(3) WITH YOUR EXPRESS CONSENT.

HOWEVER, THESE DECISIONS MUST NOT BE BASED ON SPECIAL CATEGORIES OF PERSONAL DATA UNDER ART. 9 (1) GDPR, UNLESS ART. 9 (2) LIT. A OR G DSGVO APPLIES AND REASONABLE MEASURES HAVE BEEN TAKEN TO PROTECT THE RIGHTS AND FREEDOMS AS WELL AS YOUR LEGITIMATE INTERESTS.

WITH REGARD TO THE CASES REFERRED TO IN (1) AND (3), THE PERSON RESPONSIBLE SHALL TAKE APPROPRIATE MEASURES TO UPHOLD THE RIGHTS AND FREEDOMS AND THEIR LEGITIMATE INTERESTS, INCLUDING AT LEAST THE RIGHT TO OBTAIN THE INTERVENTION OF A PERSON BY THE CONTROLLER, TO EXPRESS HIS / HER OWN POSITION AND HEARD ON CHALLENGE OF THE DECISION.

10. RIGHT TO COMPLAIN TO A SUPERVISORY AUTHORITY

WITHOUT PREJUDICE TO ANY OTHER ADMINISTRATIVE OR JUDICIAL REMEDY, YOU SHALL HAVE THE RIGHT TO COMPLAIN TO A SUPERVISORY AUTHORITY, IN PARTICULAR IN THE MEMBER STATE OF ITS RESIDENCE, PLACE OF WORK OR PLACE OF ALLEGED INFRINGEMENT, IF YOU BELIEVE THAT THE PROCESSING OF THE PERSONAL DATA CONCERNING YOU IS AGAINST THE DSGVO VIOLATES.

THE SUPERVISORY AUTHORITY TO WHICH THE COMPLAINT HAS BEEN SUBMITTED SHALL INFORM THE COMPLAINANT OF THE STATUS AND RESULTS OF THE COMPLAINT, INCLUDING THE POSSIBILITY OF A JUDICIAL REMEDY PURSUANT TO ARTICLE 78 OF THE GDPR.

VIII. STATUS AND UPDATE OF THIS PRIVACY POLICY

THIS PRIVACY POLICY IS DATED 25 MAY 2018. WE RESERVE THE RIGHT TO UPDATE OUR PRIVACY POLICY IN DUE COURSE TO IMPROVE PRIVACY AND / OR ADAPT IT TO CHANGES IN REGULATORY PRACTICE OR JURISDICTION.