

LICENCE TERMS AND CONDITIONS FOR THE USE OF THE ALERT MANAGEMENT SYSTEM

(hereinafter referred to as the “Licence”)

Provider of the licence:

Národní organizace pro ověřování pravosti léčiv, z.s.,

with its registered seat at Pobřežní 620/3, Karlín, Postal Code 186 00, Prague 8,
ID No.: 058 51 742,

registered in the Associations Register maintained by the Municipal Court in Prague, File No. L 67982
(hereinafter referred to as “NOOL”),

This Licence regulates the terms and conditions of the connection and access to the Alert Management System (hereinafter referred to as the “AMS”) and use of the AMS, which is operated by NOOL.

NOOL allows use of the AMS to the User (as defined in Art. 1 of this Licence) subject to the contents of this Licence. NOOL does not sell the AMS to the User (as defined in Art. 1 of this Licence) and NOOL remains the non-profit legal entity that establishes and manages the AMS.

1. DEFINITION

As used in this Licence, the following terms shall have the following meanings:

- 1.1. **Alerts** are alerts which arise in the process of authentication of medicinal products as a result of the detection of a potential counterfeit medicinal product or as a result of a procedural or technical error and which are managed in the AMS.
- 1.2. **AMS** means Czech (national) Alert Management System, which has been set up and is operated by NOOL. Alerts are operated (i.e. inserted, modified and solved) in the AMS.
- 1.3. **Effective Date** means the date on which this Licence is executed.
- 1.4. **Marketing Authorisation Holder or “MAH”** is a company, as well as any other holder of a marketing authorisation for a medicinal product with effects in the Czech Republic, to which the EU Falsified Medicinal Products Directive and the Delegated Regulation apply. Marketing Authorisation holders are also parallel importers of medicinal products in the Czech Republic.
- 1.5. **Confidential Information** is
 - (i) all Data;
 - (ii) all information and software for or relating to the AMS (including the AMS interface); and
 - (iii) any information which, unless otherwise described above, is designated by the disclosing party as confidential or is of such a nature that a reasonable person would believe it to be confidential.
- 1.6. **European Medicines Verification Organisation or “EMVO”** means a non-profit legal entity established to set up and manage the European Central Repository in accordance with the EU Falsified Medicines Directive and the Delegated Regulation.
- 1.7. **European Central Repository** refers to the part of the EMVS under the responsibility of EMVO which serves as the central information and data router as referred to in Article 32(1)(a) of the Delegated Regulation for the transfer of data to and from the National Systems; it is set up and managed by EMVO
- 1.8. **European Medicines Verification System or “EMVS”** means the European Medicines Verification System established and administered in accordance with Chapter VII of the Delegated Regulation; it consists of the European Central Repository and the National Systems and enables End Users to verify the authenticity of medicinal products in accordance with the provisions of the EU Falsified Medicines Directive and the Delegated Regulation.
- 1.9. **GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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).
- 1.10. **End User** is a distributor or a person authorised or entitled to dispense medicinal products to the

public.

- 1.11. **Delegated Regulation** means Commission Regulation (EU) 2016/161 of 2 October 2015 supplementing Directive 2001/83/EC of the European Parliament and of the Council by laying down detailed rules on the safety features appearing on the packaging of medicinal products for human use.
 - 1.12. **Personal Data** means any information about an identified or identifiable natural person as defined in GDPR and relevant national data protection legislation.
 - 1.13. **Security Breach** means any event that compromises the security or operation of AMS, including, but not limited to, any breach of security resulting in accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Data or (other) Confidential Information, and any unauthorised storage (upload) of data in AMS or storage (upload) of unlawful data in AMS.
 - 1.14. **Intellectual Property Rights** are any or all patents, rights to inventions, utility models, registered designs, design rights, trademarks, service marks, copyrights, ancillary and related rights, database rights, trade names and business names, domain rights,¹ knowledge and experience, computer software rights, proprietary promotional materials, trade secrets and any and all other intellectual or industrial property rights in all their inherent and moral aspects, as well as any application thereof anywhere in the world (whether or not registered).
 - 1.15. **Access** is a set of login data that allows to log into AMS and manage Alerts in AMS.
 - 1.16. **EU Falsified Medicines Directive** means Directive 2011/62/EU of 8 June 2011 amending Directive 2001/83/EC on the Community code relating to medicinal products for human use as regards the prevention of the entry of falsified medicinal products into the legal supply chain and, where applicable, the relevant implementing laws of the relevant EEA Member States.
 - 1.17. **Data** means any information uploaded to the AMS, processed by the AMS, transferred to the AMS, generated or stored by or through AMS, whether or not such data contains Personal Data.
 - 1.18. **User** is an authorised user of AMS who has concluded the Licence. Users may be End Users, MAHs and the State Institute for Drug Control (in Czech: *Státní ústav pro kontrolu léčiv*) or any other public institution or public entity.
 - 1.19. **National Medicines Verification Organisation** or "**NMVO**" means a non-profit legal entity established in the European Union that is responsible for the establishment and management of a national and/or transnational repository in accordance with the provisions of the EU Falsified Medicines Directive and the Delegated Regulation.
 - 1.20. **National System** or "**NMVS**" means a national or transnational EMVS repository as defined in Article 31(1)(b) of the Delegated Regulation under the responsibility of a single NMVO: it is linked to the European Central Repository and allows End Users to authenticate medicinal products in accordance with the provisions of the EU Falsified Medicines Directive and the Delegated Regulation.
 - 1.21. **User Representative** means any authorized member of the User's statutory body, officer, employee or representative authorized by power of attorney.
 - 1.22. **NOOL Representative** means an authorized member of the statutory body, officer, employee or agent of NOOL or IT company of NOOL.
- ## 2. EFFECT OF THE LICENCE
- 2.1. By entering into this Licence, the User acknowledges that he has read and understood its contents and he consents to be bound by this Licence.
 - 2.2. The person who is entering into this Licence on behalf of a User who is a company (corporation), association, partnership or other legal entity, hereby declares that he/she has the legal capacity to bind such legal entity and that such legal entity, which he/she represents, consents to be bound by this Licence.
 - 2.3. If the User does not accept the contents of this Licence, he/she is not authorized to connect, to

¹ Including *sui generis* rights to databases under Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases.

access nor to otherwise use the AMS.

3. PURPOSE OF THE LICENCE

- 3.1. The purpose of this Licence is to set the respective rights and obligations of NOOL and the User with respect to the connection of the User to the AMS, Access to and use of it in order to manage the Alerts in accordance with the provisions of the EU Directive on Falsified Medicines and the Delegated Regulation (hereinafter referred to as the “**Purpose**”).

4. GRANT OF RIGHTS TO THE USER

- 4.1. Pursuant to this Licence, NOOL hereby grants the User a free of charge, limited, revocable, non-exclusive, non-transferable licence relating to User's entity to connect to, access and use the AMS solely for the Purpose.
- 4.2. Licence rights granted to the User are limited to those expressly granted herein. NOOL and its respective licensors reserve all other licence rights.
- 4.3. User acknowledges and agrees that all rights and titles to the intellectual property rights related to AMS, including any application programming interfaces and graphical user interfaces and interests therein, anywhere in the world, belong to NOOL and are licensed (not sold) to User. User shall have no rights in AMS or any application programming interface and graphical user interface, except the right to use them for the Purpose in accordance with this Licence and the EU Falsified Medicines Directive and Delegated Regulation.

5. LICENCE RESTRICTIONS

- 5.1. Unless stipulated otherwise, the User may not, in contrary to the terms of this Licence, (i) use, copy, maintain, distribute, sell, publish, display, sublicense, rent, make corrections to, or modify the AMS, European Central Repository or application programming interface between them nor any component thereof; (ii) modify, adapt, decompile, disassemble, reverse assemble, reverse compile, reverse engineer, or otherwise translate AMS, European Central Repository or application programming interface between them or any component thereof; (iii) use or sublicense use of the AMS, European Central Repository or application programming interface between them or any component thereof for the benefit of a third party, and more generally, for any purpose other than the Purpose, (iv) store, access or transmit information or data on the AMS that is inaccurate or that has not been legally obtained or that is in violation of any other applicable Intellectual Property Right, or that is in violation of the EU Directive on Falsified Medicines or Delegated Regulation. This limitation does not apply to the storage of data regarding the fulfilment of the User's obligations resulting from legal regulations and this Licence.
- 5.2. If, at any time, NOOL has reasonable and objective grounds to believe that the (further) connection, access to or use of the AMS by the User:
- 5.2.1. immediately and substantially endangers the security or operation of the AMS (in whole or in part), NOOL shall be entitled to disconnect the User (in whole or in part) after previous notice from the AMS, if the User does not provide the necessary cooperation or take the necessary measures required by NOOL, provided that the User's connection to the AMS shall be restored as soon as reasonably practicable after there is no longer any immediate and substantial threat to the security or operation of the AMS; and
- 5.2.2. is in breach of this Licence but does not immediately and substantially endanger the security or functioning of the AMS (in whole or in part), NOOL is entitled to disconnect the User from the AMS (and may then exercise its further rights in accordance with this Licence), provided that, if such breach is capable of cure, the User failed to cure the breach within 90 (ninety) calendar days (or such shorter period where NOOL may reasonably require) after a written request for such cure has been presented by NOOL.
- 5.3. If, at any time, the User has reasonable and objective grounds to believe that the (further) connection, access to or use of the AMS immediately and substantially endanger the security of the User, the User may disconnect from the AMS, it being agreed that the User shall inform NOOL without undue delay about such measure and the reasons thereof at the User's earliest convenience, and that the connection of the User shall be re-established as soon as there is no longer any immediate and substantial danger to the security of the User. This is without prejudice to the User's unilateral decision to disconnect from the AMS at any time (this without prejudice to the User's obligations under the EU Directive on Falsified Medicines and Delegated Regulation).

- 5.4. The Parties shall fully cooperate so that any disconnection as foreseen under Sections 5.2 and 5.3 is only used as a last resort.

6. OBLIGATIONS OF THE USER

- 6.1. The User shall connect, access to and use the AMS to manage Alerts in accordance with this Licence and all its obligations under the EU Falsified Medicines Directive and the Delegated Regulation.
- 6.2. The User warrants that:
- 6.2.1. he will maintain the confidentiality of its Access and passwords to access to the AMS, and that he will upload to the AMS only correct and accurate information;
 - 6.2.2. the User's own system and any connection or access by the User to the AMS shall be protected by sufficient security measures to protect against unauthorized access, to intercept and disrupt unauthorized access and protect against other Security Breach, including the security measures as may be notified by NOOL to the User; in case that NOOL requires the use of a certain security measure, the User is entitled to use such measure that will ensure a similar level of security; and
 - 6.2.3. the User shall promptly notify NOOL of any Security Breach as soon as it becomes aware of such Security Breach and shall take all necessary measures to mitigate such Security Breach, if possible.
- 6.3. In any case, the User must not (i) use the AMS in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Licence or the EU Directive on Falsified Medicines and Delegated Regulation, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or intentionally inserting inaccurate, false or harmful data into the AMS; (ii) infringe any Intellectual Property Rights relating to the AMS or EMVO, or those of any third party in relation to the use of the AMS, or (iii) use the AMS in a way that could damage, disable, overburden or compromise the AMS, European Central Repository or their connection or interfere with other Users.
- 6.4. The User is obliged to use only such IT solutions (IT systems) that are certified (validated) by NOOL before their first connection to the AMS. In the event of the User's transition to such IT solution which was not certified (validated) by NOOL, the obligation according to the previous sentence shall apply. Certification (validation) details are published and updated on NOOL website. Failure to fulfil the obligation under this Article shall be deemed as a breach of a substantive obligation under this Licence; to avoid any doubt, obligation according to the first sentence applies also to the procedure according to Article **Chyba! Nenalezen zdroj odkazů.**, i.e. the User may not connect an IT solution not certified (validated) under this Article to the AMS and he may not use or access the AMS until the obligation under this Article has been met.
- 6.5. The User may authorize its User Representatives to benefit from its rights under this Licence and to connect, to access to and to use the AMS on behalf of the User as necessary for the Purpose, subject to the following conditions:
- 6.5.1. the User Representative is informed of all obligations, terms, limitations and conditions applying to the User as set forth in this Licence;
 - 6.5.2. the User remains fully responsible and liable for any act or omission of its User Representative or the User;
 - 6.5.3. without prejudice to other remedies, in case of material breach of this Licence by the User, NOOL reserves the right to require the User to identify such User and to suspend or withdraw such User's authorization granted in accordance with this Section 6.5, without any indemnity being due to the User; in such case NOOL shall notify the User upon his request of the reasons of such demand; and
 - 6.5.4. it is expressly agreed that, as far as the User's employees are concerned, the provisions under this Section 6.5 shall be met provided that such employees are duly informed about contents of this Licence and have a duty to observe its conditions as per their employment agreement concluded with the User or in other appropriate way, and the User remains fully responsible and liable for its employees, their actions and any inappropriate use of AMS.
- 6.6. During the performance of this Licence, the personal data of individuals involved in the performance

of the Licence at the initiative of the User is processed by NOOL as the data controller. The User undertakes to inform these individuals as data subjects whose personal data are processed during the performance of the Licence about the processing of personal data in accordance with Articles 13 and 14 of the GDPR. More detailed information on the processing of personal data by NOOL as the data controller is contained in the Annex to this Agreement.

7. ACCESS

- 7.1. Access may be uniform for multiple Users who form a group or collaborate permanently or temporarily. Allowing unified Access is at the sole discretion of NOOL.
- 7.2. All Users who have unified Access must be a Party to this Licence.
- 7.3. Access may be uniform for multiple Users who form a group or collaborate permanently or temporarily. Allowing unified Access is at the sole discretion of NOOL.
- 7.4. Multiple Accesses may be established for a single User for the purpose of differentiating access by User Representatives or for any other reason. The establishment of multiple Accesses for a single User is at the sole discretion of NOOL.

8. AUTHORIZATION OF NOOL AND INTERNAL AUDIT BY NOOL

- 8.1. NOOL collects and stores Alert data collected through AMS. NOOL is not responsible for the accuracy of the Alerts, their content or their accuracy, as this data is sent to NOOL automatically via AMS. NOOL is authorised to transmit this data to the European Central Repository for the collection, management and storage of this data by EMVO.
- 8.2. NOOL may, by appropriate means, carry out regular checks on compliance with the requirements set out for the User by this Licence.

9. CONFIDENTIALITY (CONFIDENTIAL INFORMATION)

- 9.1. NOOL and the User, each with respect to Confidential Information received from the other Party, undertake to:
 - 9.1.1. take all necessary precautions to prevent the other Party's Confidential Information in its possession, custody or control from being copied, stolen or otherwise misappropriated;
 - 9.1.2. keep the other Party's Confidential Information secret and confidential, and without limiting the foregoing, not disclose such Confidential Information to any person, except as expressly otherwise permitted by this Licence or the EU Falsified Medicines Directive and Delegated Regulation;
 - 9.1.3. exercise at least the same degree of care and protection with respect to the other Party's Confidential Information that it exercises with respect to its own proprietary and confidential information of the same kind, but in no case less than with best care;
 - 9.1.4. only use the other Party's Confidential Information for the Purpose or as otherwise provided under the EU Falsified Medicines Directive and Delegated Regulation, at the exclusion of any other purpose;
 - 9.1.5. take all necessary precautions in order to prevent any unauthorised misuse, disclosure, theft or other loss of the Confidential Information, and to notify immediately the other Party upon becoming aware of the same and take all necessary measures in order to reduce the effects of such unauthorized misuse, disclosure, theft or other loss.
- 9.2. The restrictions on use or disclosure of Confidential Information as defined above do not extend to information which:
 - 9.2.1. is or becomes public through no breach of this Licence;
 - 9.2.2. will be lawfully received by the other Party on a non-confidential basis after the Effective Date or has been lawfully received by NOOL or the User on a non-confidential basis prior to the Effective Date from a third party;
 - 9.2.3. is independently developed by NOOL or the User;
 - 9.2.4. is necessary to be communicated for the performance of the Purpose.
- 9.3. NOOL shall take appropriate measures in relation to the protection of the identity of the Users,

without prejudice to NOOL's obligation to take appropriate measures to ensure that its AMS shall be used and operated for the whole term of this Licence for the Purposes, in accordance with the EU Falsified Medicines Directive and Delegated Regulation and with this Licence.

10. LIMITATION OF WARRANTY AND LIABILITY

- 10.1. **Reservation to provision of warranty.** Access to the AMS is provided without any warranties. Specifically, without prejudice to NOOL's obligations under the EU Falsified Medicines Directive and Delegated Regulation, NOOL does not warrant that the AMS will be error and defect free (whether apparent or hidden/latent) or will perform in an uninterrupted manner.
- 10.2. The Parties have agreed that to the maximum extent allowed by law, NOOL specifically disclaims all warranties, including any warranty of condition, quality, performance, satisfactory quality, merchantability or fitness for a particular purpose (even if NOOL had been informed of such purpose), including for latent or hidden defects, with respect to any part of the AMS.
- 10.3. **Exclusion of Damages.** Without prejudice to Sections 10.1 and 10.2 above and to the maximum extent allowed by law, NOOL shall not be liable for any damages caused to the User under the Licence, for any claims, damages, expenses, costs and losses that are direct, indirect or consequential, including any loss of profits, loss of benefit, loss of turnover, loss of income, loss of savings, loss of contract, loss of use, loss of business or business interruption, loss of goodwill, loss of data, loss of clientele, third party's claim, or any other direct, indirect, special, incidental or consequential damages of any kind whether based on a breach of the Licence, breach of statutory duty, hidden or latent defect, or otherwise, regardless of whether the damages were foreseeable, in connection with or arising out of access to or use of the AMS.

11. TERM AND TERMINATION

- 11.1. This Licence is concluded:
 - 11.1.1. in the case where the End User is a party to this Licence, for the duration of the effectiveness of the Agreement on the Use of the NSOL National System by End Users concluded by NOOL and the respective User,
 - 11.1.2. in the case where the MAH is a party to this Licence, for the duration of the effectiveness of the Cooperation Agreement concluded by NOOL and the respective MAH (and possibly other MAHs, as applicable) in respect of the relevant MAH; and
 - 11.1.3. for an indefinite period in the case of the State Institute for Drug Control (in Czech: *Státní ústav pro kontrolu léčiv*).
- 11.2. Either Party is entitled to terminate the Licence with immediate effect by mere delivery of a notice to the other Party, if (i) the latter is in breach of any material obligation under this Licence and, (ii) the defaulting Party fails to cure such breach within ninety (90) calendar days after such cure has been demanded in writing if such breach is capable of cure.
- 11.3. In addition, NOOL shall have the right to terminate this Licence by notice with immediate effect if (i) the agreement between EMVO and NOOL for NOOL's use of the European Central Repository is terminated or expires for any reason, or (ii) the User who is a MAH ceases to be authorized to manufacture and/or import medicinal products, as contemplated by the EU Falsified Medicines Directive and the Delegated Regulation and the relevant Czech legislation, or (iii) a User who is an End User ceases to be authorised to dispense medicinal products to the public or ceases to be empowered to distribute medicinal products as contemplated by the EU Falsified Medicines Directive and the Delegated Regulation and the relevant Czech legislation. Section 1999(1) of Act No. 89/2012 Coll., Civil Code, as amended, does not apply to NOOL.
- 11.4. The Licence shall terminate even if the User shall be dissolved without a legal successor. The User shall inform NOOL in advance of any steps leading to such dissolution of the User.
- 11.5. Upon any termination of the Licence, NOOL will revoke the User's Access.
- 11.6. The expiration or termination of this Licence shall not affect provisions thereof that by their terms and meaning are of a continuing nature, in accordance with Section 13.5 below.
- 11.7. The Licence shall terminate even if the User shall be dissolved without a legal successor. The User shall inform NOOL in advance of any steps leading to such dissolution of the User.
- 11.8. Upon any termination of the Licence, NOOL will revoke the User's Access.

- 11.9. The expiration or termination of this Licence shall not affect provisions thereof that by their terms and meaning are of a continuing nature, in accordance with Section 13.5 below.

12. CHANGES AND UPDATES TO THE AMS

- 12.1. NOOL is entitled to propose to the User an amendment of the Licence, in particular in case of change of legal regulations or operating of the AMS and the User is obligated to provide his statement to such proposal within two (2) months from the day of delivery of such proposal. In the event that the User does not provide his consent with the change in this period, NOOL is entitled to terminate the Licence with a notice period of two (2) weeks from the day of the delivery of the notice.
- 12.2. NOOL may apply updates, changes or modifications to the AMS at any time in accordance with the following conditions.
- 12.3. If the deployment or installation of updates, changes or modifications to the AMS imply a (temporary) restriction or interruption of the User's access to parts of or all the AMS, NOOL shall provide the User with reasonable prior notice that allows to mitigate the impact and shall take all diligent efforts to minimize any restriction or interruption.
- 12.4. All updates, changes or modifications shall be the sole property of NOOL.
- 12.5. All maintenance, repair work, alterations, updates, changes and modifications of any nature whatsoever to the AMS shall be done at NOOL's discretion, subject to Section 12.1 above.

13. GENERAL PROVISIONS

- 13.1. This Licence may be further amended or terminated by a written expression of the mutual will of both the Parties, including by acting in accordance with Section 562 of Act No. 89/2012 Coll., the Civil Code, as amended.
- 13.2. The User may not assign this Licence, in whole or in part, without NOOL's prior written consent and any attempted assignment in violation of this provision shall be null and void. NOOL may assign this Licence, including all rights and obligations, without the User's consent at any time, and NOOL shall inform the User about such assignment and the reasons thereof without undue delay.
- 13.3. The User acknowledges that NOOL shall not bear any User's expenses to obtain all necessary facilities, utilities and equipment necessary to use and access the AMS, including appropriate computer equipment and Internet connections and shall not be obliged to contribute to these expenses.
- 13.4. The User shall report the incidents he witnessed in relation with the use and access to the AMS to NOOL and undertakes to provide NOOL with necessary information and required cooperation.
- 13.5. Provisions of Article 9 of this Licence shall remain valid for the period of 5 years from the day of termination of this Licence.
- 13.6. Choice of law and jurisdiction

This Licence shall be governed by the laws of the Czech Republic.

Any dispute between the Parties arising out of this Licence shall be submitted to and finally decided by the courts of the Czech Republic.

PROCESSING OF PERSONAL DATA

This document follows up to the Agreement on the Use of the NSOL National System by End Users (hereinafter referred to as the “**Agreement**”). All terms used herein shall have the meaning set forth in the Agreement.

1. INFORMATION ON THE PROCESSING OF PERSONAL DATA

NOOL places great emphasis on compliance with the principles and rules for the protection of individuals in connection with the processing of their personal data. We consider all personal data to be confidential and process it in accordance with the GDPR.

During the performance of the Agreement, personal data of individuals involved in the performance of the Agreement is processed by NOOL as the data controller.

NOOL hereby provides, in accordance with Articles 13 and 14 of the GDPR, information about the processing of personal data that occurs within the performance of the Agreement.

2. NOOL CONTACT DETAILS

Correspondence address: Pobřežní 620/3, Karlín, 186 00 Prague

Telephone: +420 224 834 153

E-mail: info@czmvo.cz

www.czmvo.cz

3. CONTACT DETAILS OF THE DATA PROTECTION OFFICER

Name: Mgr. Ing. Martin Lukáš

Correspondence address: Weinhold Legal, v.o.s. advokátní kancelář, Na Florenci 2116/15, 110 00 Praha 1

E-mail: dpo_nool@weinholdlegal.com

4. WHAT PERSONAL DATA ARE PROCESSED AND FOR WHAT PURPOSE

4.1. Processing of personal data of the person who scanned the potentially falsified medicinal product

- (i) Purpose of processing: identification of the person who scanned the potentially falsified medicinal product.
- (ii) Legal basis for processing: processing is necessary for compliance with a legal obligation to which the controller is subject / processing is necessary for the performance of a task carried out in the public interest.
- (iii) Scope of personal data processed: name, surname, residing address and date of birth.
- (iv) Recipient of personal data: the State Institute for Drug Control (in Czech: *Státní ústav pro kontrolu léčiv*); once AMS is connected to the European Central Alert Management system (hereinafter referred to as the “**AMS Hub**”), EMVO will also be recipient.
- (v) Processing period: 6 months.

4.2. Processing of personal data of user of the national NSOL system

- (i) Purpose of processing: identification of users of the national NSOL system.
- (ii) Legal basis for processing: the processing is necessary for the performance of a contract to which the data subject is a party.

- (iii) Scope of personal data processed: name, surname, residing address, date of birth and e-mail address.
- (iv) Recipient: once AMS is connected to the AMS Hub, EMVO will be the recipient.
- (v) Processing period: for the duration of the contractual relationship between NOOL and the data subject, and for 2 years after its termination.

5. RIGHTS OF DATA SUBJECTS

- 5.1 The data subject has the right to access, rectification or erasure of personal data processed by NOOL, restriction of the processing of personal data and the right to the portability of personal data.
- 5.2 These rights can be exercised electronically at the e-mail address info@czmvo.cz, by telephone at +420 224 834 153 or in writing at the abovementioned address of NOOL's registered office. Moreover, the data subject has the right to lodge a complaint with the Office for Personal Data Protection or any other competent supervisory authority in connection with the processing of personal data.
- 5.3 Where the processing of personal data is based on legitimate interest, the data subject also has the right to object to the processing of his or her personal data on grounds relating to his or her particular situation, which he or she shall describe in the objection. The data subject may object electronically at the e-mail address info@czmvo.cz, by telephone at +420 224 834 153 or in writing at the abovementioned address of NOOL's registered office.