

# TERMS AND CONDITIONS OF PROCESSING PERSONAL DATA

## (OF ARU GRUPP AS)

### 1. Definitions and general settings

The Terms and Conditions of Processing Personal Data (hereinafter the Terms and Conditions) of Aru Grupp AS establishes the procedures for the processing of personal data of the data subject, including personal data, which Aru Grupp AS processes, the bases, principles and objectives of the processing of personal data by Aru Grupp AS, the rights of the data subject and the obligations of Aru Grupp AS regarding the processing of personal data and security measures for the protection of personal data.

1.1 The accountable processor of personal data is Aru Grupp AS, registry code 10108425, address Rakvere tee 12, Hulja, Kadrina municipality 45203, Lääne-Virumaa, e-mail: [info@arugrupp.ee](mailto:info@arugrupp.ee)

1.2 The Data Subject is a natural person, including a legal person who is a representative of a natural person whose personal data is processed by Aru Grupp AS (hereinafter the Data Subject).

1.3 The processing of personal data is any act performed with the Data Subject's personal data (incl collection, recording, organization, storage, modification, providing access to, usage, transmission, deletion, etc).

1.4 Aru Grupp AS may authorize the processing of personal data of the Data subject to other persons or institutions (hereinafter referred to as the "Authorized Processor"), provided that the Authorized Processor has entered into an agreement with Aru Grupp AS under which the Authorized Processor is required to maintain confidentiality and ensure the fulfillment of the additional obligations arising from the legislation. The names and contact details of Authorized Processors are made available to the Data subject at the request of the Data subject. Upon the agreement of compliance the Authorized Processors are referred to in ADDITIONS No. 1 – Aru Grupp AS Customers Data processors <http://arugrupp.ee/documents>

1.5 When changing authorized processors or their data, the list is supplemented within a reasonable time, but not later than 30 days from the date of the change.

## 2. PURPOSE AND LEGAL BASIS OF PROCESSING PERSONAL DATA

2.1 Aru Grupp AS processes personal data of the Data Subject for the following purposes:

- 2.1.1 To conclude an agreement with the Data Subject (incl. making a price offer);
- 2.1.2 To execute a contract which has been agreed upon with the Data Subject;
- 2.1.3 To offer merchandise and provide services to the Data Subject;
- 2.1.4 To compile the statistics of the internal sales of Aru Grupp AS;
- 2.1.5 To make surveys about marketing and consumer habits as well as customer satisfaction;
- 2.1.6 To reach other objectives that Aru Grupp AS has agreed upon with the Data Subject, including the development and quality improvement of goods and services offered by Aru Grupp AS;
- 2.1.7 To meet any legal obligations

2.2 The bases of processing the data of the Data Subject by Aru Grupp

- 2.2.1 Compliance of the Data Subject
- 2.2.2 Laws and other legislation

## 3. COMPOSITION OF PROCESSED PERSONAL DATA

3.1 Aru Group AS processes, inter alia, the following personal data of the Data subject:

- 3.1.1 Data on the data subject (name, date of birth, gender, nationality, account number etc.);
- 3.1.2 Contact details of the data subject (including address, e-mail, telephone number, fax number);
- 3.1.3 Other personal data published by the Data Subject to Aru Grupp AS.

3.2 The exact composition of the Data Subject's data processed by Aru Group AS depends on which personal data the Data Subject will publish to Aru Grupp AS.

## 4. RECORDING AND STORAGE OF PERSONAL DATA

4.1 Aru Grupp AS stores and maintains all personal data provided by the Data Subject on terms and conditions that are in accordance with the principles and requirements of these Terms and Conditions.

4.2 Aru Grupp AS has the right to record all means of telecommunication (for example, by telephone, e-mail), as well as other acts performed by the Data Subject, and, if necessary, use these recordings for the certification and / or reproduction of orders or other operations and to reach other objectives represented in the Terms and Conditions to process the data of the Data Subject.

4.3 Aru Grupp AS maintains personal data of the data subject to provide the goods and services required for the time necessary and longer, if necessary, to protect the rights of Aru Grupp AS or in accordance with the law.

## 5. TRANSMISSION OF PERSONAL DATA TO THIRD PARTIES

5.1 Aru Grupp AS may forward personal data of the Data Subject to the following third parties:

5.1.1 The business partners of Aru Grupp AS;

5.1.2 The attorneys and other legal advisors;

5.1.3 Persons to whom Aru Grupp AS has transferred the demands;

5.1.4 Persons to whom Aru Grupp AS may or must publish personal data of a Data Subject to fulfill obligations arising from the law.

5.2 Aru Grupp AS does not transmit any personal data concerning the Data Subject to any third party not mentioned in the agreement, unless such right or obligation arises from the law of Aru Grupp AS

5.3 Aru Grupp AS asks individuals from whom the personal data are transmitted to or made public on the basis of the Terms and Conditions, to comply with the security and confidentiality rules specified by Aru Grupp AS.

## 6. RIGHTS OF THE DATA SUBJECT

6.1 The data subject has the right:

- 6.1.1 To receive information on the personal data of the Data subject processed by Aru Grupp AS and of their processing;
  - 6.1.2 to require the immediate improvement of false personal data concerning the Data subject, including the correction of incomplete personal data;
  - 6.1.3 to demand the deletion of personal data of the Data subject in the cases provided by legislation;
  - 6.1.4 To demand, in the cases provided by legislation, to restrict the processing of personal data of the Data subject or to object to the processing of personal data;
  - 6.1.5 To receive personal data concerning the Data Subject, supplied by the Data Subject to the Aru Grupp AS, in a structured, public format and machine-readable form, and the right to transfer this information to another controller, without Aru Grupp AS preventing this;
  - 6.1.6 At any time, prohibit the processing of data relating to the Data Subject for the purpose of exploring consumer or direct marketing and transferring data to third parties who wish to use them for the study of consumer habits or for direct marketing;
  - 6.1.7 At any time, withdraw from its agreement to the processing of personal data. The withdrawal from the agreement does not affect the legality of the processing done on the consent prior to the withdrawal, nor does the revocation of the agreement affect the processing of personal data of the Data subject insofar as the processing of personal data is carried out by law.
- 6.2 Aru Grupp AS undertakes the responsibility to inform immediately the third parties from whom personal data were received or to whom personal data was transmitted, if technically feasible and do not incur disproportionate costs, to inform the data subject to correct, erase or limit the processing of personal data.
- 6.3 The data subject is required to submit all electronic applications and requirements related to digital signatures to info@arugrupp.ee or handwrittenly signed at Rakvere tee 12, Hulja, Kadrina municipality 45203, Lääne-Virumaa.

## 7. LIABILITIES OF ARU GRUPP AS

- 7.1 Aru Grupp AS is required to process personal data, including collecting, transmitting and storing personal data in accordance to the purposes and conditions of Terms and Conditions of personal data processing and other personal data processing rules of Aru Grupp AS and

the Personal Data Protection Act and Regulation (EU) No 2016/679 of the European Parliament and the Council and other relevant legal acts.

## 8. PERSONAL DATA PROTECTION MEASURES

8.1 Aru Grupp AS follows its principles of personal data protection and makes every effort to ensure that the processing of personal data, including the collection, transmission and storage of personal data, takes place in a manner that ensures the security and confidentiality of personal data in accordance with personal data rules, including the implementation of appropriate technical and organizational measures.

8.2 In the event of a breach of the Data Subject's personal data which is likely to constitute a high risk to the rights and freedoms of the Data Subject, Aru Grupp AS undertakes to inform the data subject without undue delay of the personal data breach, including the nature of the breach, the possible consequences of the violation and the measures taken to eliminate the violation, as well as inform the Data subject about the contact details of the person having relevant information.

## 9. PROTECTION OF DATA SUBJECT RIGHTS

9.1 If the Data Subject finds that Aru Grupp AS has violated its rights in the processing of its personal data, the Data Subject has the right to appeal to Aru Grupp AS for termination of the violation.

9.2 Additionally, in case of violation of rights, the data subject is entitled to visit at any time the Data Protection Inspectorate (address: Väike-Ameerika 19, Tallinn 10129, phone: 627 4135, e-mail: info@aki.ee) or a competent court.

9.3 The data subject has the right to refer to general issues related to the processing of personal data by Aru Grupp AS (registry code 10108425) by phone +372 329 5640, by e-mail info@arugrupp.ee or at Rakvere tee 12, Hulja, Kadrina municipality 45203, Lääne-Virumaa.

## 10. FINAL SETTINGS

10.1 Aru Grupp has the right to unilaterally amend these Terms and Conditions by notifying about the change of the Data Subject's terms at least 30 days before through the web page <http://arugrupp.ee/documents> page of the Aru Grupp AS, unless the Terms and Conditions are amended solely by reason of a change in the requirements of the relevant legislation.