



TECH  
CITY



# Aveiro Tech City Living Lab

**ANNEX V**

**Access Rules to Infrastructure and  
Urban Platform**

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# Rules of Use of the Infrastructure

## 1. Object

1.1. These Rules of Use are intended to regulate the terms and conditions of use of the Infrastructures, described in Annex II - Technical Characterization of Aveiro Tech City Living Lab (hereinafter referred to as ATCLL), by ATCLL Users (hereinafter referred to as User), promoted by the Aveiro Municipality (hereinafter CMA) legal person of territorial scope and public law, with the legal person identification card No. 505 931 192, head office at Praça da República, 3810-156 AVEIRO, under the project Aveiro STEAM CITY (UIA03-084) - co-financed by the European programme Urban Innovative Actions.

1.2. The use of the Infrastructures by the User presupposes full and unreserved acceptance of these Rules of Use.

1.3. The technical support services for the use of the infrastructures are guaranteed by the Institute of Telecommunications (hereinafter referred to as IT) Co-promoter of the Aveiro STEAM CITY project (UIA03-084) and other partners based on the type of experimentation to be carried out.

1.4. CMA and IT reserve the right to unilaterally modify, at any time, the Rules of Use of the Infrastructures, by providing an eight (8) days' notice to the User, for any of the contacts provided in the framework of their application for the use of ATCLL, and it is the User's responsibility to ensure that they are updated.

## 2. Access to Infrastructures

2.1 Access to the Infrastructure is restricted to technicians appointed and authorised by the IT, with the exception of the situation described in the following paragraph of this point 2. All technical interventions to the Infrastructure required within the framework of the projects to be implemented in the ATCLL, namely in the *set-up*, development and testing phases - in accordance with the provisions of the Work Plan included in the Term of Acceptance - shall only be carried out by technicians appointed and authorised by the IT.

2.2 In cases where the presence of the User is necessary, the User -will be given permission to accompany the technicians referred to in 2.1 during these interventions, but under no circumstances may the User have access to the Infrastructures without being accompanied by one or more technicians appointed and authorised by the IT.

## 3. Conditions for the use of infrastructures

3.1 The ATCLL infrastructures offer a wide range of experimentation services, such as

- Testing of systems, allowing, if necessary, the installation of new equipment at the network termination points;
- Application testing, allowing the use of infrastructures as they exist or, if necessary, through the parametrization of the network or the introduction of

- new protocols;
- Monitoring at various levels: spectral, environmental, mobility, making use of the data collected and transported by the Infrastructures as it exists today;
- Interactive mobility, allowing the integration of new sensor and vehicular performance equipment in the infrastructures;
- Others, to be assessed on a case-by-case basis at the proposal upon User request.

**3.2** The Infrastructures must be operated by the User in accordance with the utilisation needs described in the Application Form and Work Plan.

**3.3** The use of the Infrastructures by the User must be carried out in such a way as not to damage, or modify the conditions of the Infrastructures made available by ATCLL, under penalty of charging the User all the costs to be incurred to remedy the damage caused, in addition to the immediate suspension of access to the Infrastructures.

#### **4. Suspension or Termination of Access to Infrastructures**

**4.1.** CMA or IT may, at any time, immediately suspend or terminate the access to the Infrastructures (and, where applicable, to other technical Infrastructures associated with and/or underlying them) when the User does not comply with the conditions of use referred to in these Rules of Use, in which case it will inform the User thereof.

**4.2.** The suspension or termination of access to the Infrastructures by the IT or the CMA, in accordance with the previous paragraph, does not entitle the User or any third party to any compensation or other indemnity, and IT or CMA may not be held responsible or in any way liable for any consequence resulting from the suspension, barring or termination of access to the Infrastructures.

**4.3.** The CMA or the IT may also, when necessary, restrict or temporarily suspend access to the Infrastructures - entirely or only in part (and, possibly, to other technical Infrastructures associated and/or underlying to the Infrastructures) - for the purpose of carrying out maintenance, repair or introduction of functionalities and services, in which case the restriction or temporary suspension will be limited to the period strictly necessary for the carrying out of such actions.

#### **5. Responsibility**

**5.1.** The CMA or the IT shall not be liable for any loss or damage arising from a breach or defective performance of these Rules of Use, when it is not directly or indirectly attributable to CMA or IT as a result of intent or gross negligence, and shall not be liable in particular for any breach or defective performance, namely:

- i. Non-compliance or defective compliance resulting from failure to comply with judicial or administrative decisions;
- ii. Defective performance or compliance that results from the occurrence of situations of force majeure, that is, situations of an extraordinary or unpredictable nature, external to IT and CMA and that cannot be controlled, such as fires, power

cuts, explosions, wars, riots, civil insurrections, government decisions, strikes, pandemics, earthquakes, floods, other natural disasters or other situations beyond the control of IT or MA that prevent or hinder the performance of the obligations undertaken.

5.2. The CMA and IT will make reasonable efforts to protect the information of the User resident in the Infrastructure made available, including in relation to fraudulent use.

## **6. Clarifications and Complaints**

6.1. Complaints regarding the functioning of the Infrastructures must be submitted to Aveiro Tech City within 30 (thirty) days from the User's knowledge of the fact that gave rise to the complaint, and should be addressed to the following e-mail: aveirotechcity@cm-aveiro.pt.

## **7. Communications**

7.1. The User agrees to receive any and all communication and/or notification related to the Infrastructures, at the contact telephone and/or e-mail address of the promoter or principal representative of the project indicated in the application process.

7.2. The User undertakes to notify CMA in writing of any change of contact within ten (10) days of the date of the change.

## **8. Cessation**

8.1. The infrastructure is made available up to the shorter of the following two deadlines:

- the completion of the project to be implemented;
- by the date scheduled for completion of the project indicated in the Work Plan (included in the Term of Acceptance), and may be ceased through communication and/or notification via electronic means at least 15 (fifteen) days before the date of termination.

8.2. In case the User wishes to extend the time limit for the use of the Infrastructures indicated in the Work Plan, a request must be written to CMA and IT at least 15 (fifteen) days before that date, describing the reasons that justify it. CMA and IT will review the request, taking into account the effect of this change on the remaining projects under implementation in the Infrastructure and on new projects that will begin implementation, and will respond within a maximum of 10 (ten) working days from the date of receipt of the request for extension.

## Rules of Use of the Urban Platform and 5G Network

### 1. Object

1.1. These Rules of Use are intended to regulate the terms and conditions of use of the Urban Platform for Data Management and Analytics (hereinafter referred to as Platform) and supporting 5G network infrastructure (hereinafter referred to as 5G Network), described in Annex II - Technical Characterisation of Aveiro Tech City Living Lab (hereinafter referred to as ATCLL), by Users of ATCLL (hereinafter referred to as Users), promoted by the Municipality of Aveiro (hereinafter referred to as CMA) a legal person of territorial scope and public law, with the legal person identification card No. 505 931 192, head office at Praça da República, 3810-156 AVEIRO, under the project Aveiro STEAM CITY (UIA03-084) - co-financed by the European programme Urban Innovative Actions,

1.2. The use of the Platform and 5G Network by the User presupposes full and unreserved acceptance of these Rules of Use.

1.3. The technical support services for the use of the Platform and the 5G Network are guaranteed by Altice Labs, S.A. Copromotor of the Aveiro STEAM CITY project (UIA03-084) (hereinafter referred to as ALB).

1.4. The CMA and the ALB reserve the right to unilaterally modify, at any time, the Platform and the 5G Network Rules of Use, by providing an eight (8) days' notice to the User, for any of the contacts provided in the framework of their application for the use of ATCLL, and it is the User's responsibility to ensure that they are updated.

### 2. Registration and Platform Access

2.1. Within the framework of the Platform registration process, the User must indicate the data requested in the registration form.

2.2. The User assumes full responsibility for the truthfulness, accuracy, currentness and authenticity of the data provided in the context of the registration on the Platform.

2.3. For the purposes of verification, ALB may confirm with the User the validity of the registration by the natural person who initiated it and/or request the sending, in electronic format, of the documents certifying this legitimacy.

2.4. During the registration process, ALB will send the respective *Username* to the e-mail address indicated by the User and will also send the *Password* by SMS to the mobile

phone contact indicated by the User.

2.5. After completing the registration process, the User must change the *Password* initially assigned by ALB (through the functionality "Change personal data" available on the Platform) in order to ensure legitimacy and confidentiality of access.

2.6. The registration process is confirmed by the ALB by sending the necessary information to the User by e-mail in order to activate the respective Account and complete the registration process.

2.7. Without prejudice to the provisions of the preceding paragraph, if, within a maximum period of 30 days after the registration has been made, the legitimacy of the natural person who made the registration has not been confirmed and/or validated, or if the documentation referred to in paragraph 3 of this Condition has not been forwarded, the ALB shall immediately cancel the registration, and the User shall be unable to access the respective account.

2.8. If the ALB cancels a User's account, under the terms of the previous paragraph, the User must register again to access the Platform.

2.9. The Login *Username* and *Password* are personal, non-transferable and for knowledge and exclusive use by the User, so he must ensure and protect in any circumstances their confidentiality and security, namely not revealing them to third parties and not operating under conditions that allow their decoding and copying. For this purpose, the User must ensure that the terminal equipment used to access and deploy the Platform is properly protected from malicious *software*. The User is also exclusively responsible for all activities that occur on or through his account carried out through the *Username* and *Password*, and agrees to immediately notify ALB of any security breach in his account.

2.10. ALB shall not be liable for any loss or damage caused by misuse of the codes referred to in the preceding paragraphs which are not directly attributable to it as a result of intent or serious fault.

2.11. The possible use of the Platform by third parties using the codes made available to the User by ALB, with or without the authorisation of the latter, shall be deemed to have been carried out by the User, unless there is evidence to the contrary.

2.12. ALB reserves the right to restrict or limit access to the Platform or part of the Platform due to technical, commercial or strategic constraints.

2.13. The User expressly acknowledges and accepts that the Platform constitutes a private electronic communications network susceptible to be used by several Users and, as such, subject to computer overloads, and therefore ALB does not guarantee access to the Platform without interruptions, loss of information or delays.

2.14. ALB also does not guarantee access to the Platform in situations of unpredictable overload of the systems on which it is supported or in situations of force majeure (situations of an extraordinary or unpredictable nature, outside ALB and which cannot be controlled by it).

2.15. In case of interruption of access to the Platform due to unpredictable overload of the systems on which it is supported, ALB undertakes to regularise its operation as

soon as possible.

### 3. Conditions of Use of the 5G Platform and Network

3.1. The Data Management and Analytical Platform allows:

- i. The data collected in the ATCLL infrastructure and from other sources to be made available through an intuitive dashboard;
- ii. Calculation operations on the stored data;
- iii. Northbound and Southbound API digital interfaces.

To be complemented by Altice Labs (to put only the platform features that will be available to ATCLL users)

3.2. The 5G network allows:

- i. The establishment of 5G mobile radio communications under all ITU and IEEE standards applicable in the European area;

3.3. The User acknowledges that the elements, information, instructions and orders transmitted by the User via the Platform enjoy full legal effect.

3.4. The User acknowledges that the Platform contains confidential information and is obliged to refrain from extracting, using, reproducing, marketing, transmitting or making available to third parties content (or any other unauthorised acts that have the same content as their object) for which it has not obtained access authorisation from CMA. The information or content (data) to which the User has been given access are identified in the Term of Acceptance assumed and signed by the promoter or principal representative of the project, be it the User himself, or any other member of the project team. Any other information or content (data) not included therein to which the User wishes to have access must be the subject of a new evaluation by the CMA, formally requested by the User. In particular, any form of *data mining* or the use of other tools and/or instruments for the collection and extraction of data for the re- use of parts of the Platform without the prior and express authorisation of CMA is prohibited.

3.5. The User further acknowledges that, in addition to being obliged to access only the data for which prior authorisation to access the CMA has been requested, as identified in the aforementioned Term of Acceptance, is also obliged to use such data exclusively for the purposes expressed in the aforementioned Term of Acceptance and for no other purpose than those defined therein.

3.6. The User undertakes not to use the Platform in such a way as to cause, or be likely to cause, an interruption in the availability of the Platform or damage to the regular operation of the Platform, as well as to observe all legal provisions applicable to the use of the Platform, namely not to practice or encourage



the practice of illicit or offensive acts of good manners, and also to observe the rules of use specific to the operations made available on the Platform.

3.7. The User, in accordance with the Law and these Rules of Use, undertakes not to use the Platform in any form whatsoever, including but not limited to the following purposes:

- i. Make available, send, transmit any content that is illegal, including defamatory, invasive of the privacy of others, that harms minors, banned or disabled;
- ii. Represent or falsely impersonate a natural or legal person;
- iii. To make available, transmit, send, in a negligent or culpable manner, any material that contains *software* viruses or any other computer code, files or programs whose purpose is to interrupt, destroy or limit the functionality of any computer or computer system (*hardware* and *software*) or telecommunications equipment;
- iv. Collect, store or make available, in any format, information about other Users.

3.8. The User also undertakes not to allow the use of the Platform for the direct or indirect benefit (commercial or otherwise) of third parties without the prior written authorisation of CMA.

3.9. Should the User provide incorrect, outdated, incomplete or false information, the ALB and the CMA have the right to:

- i. Suspend or cancel access to the area of the Platform whose use requires authentication;
- ii. Cancel the supply of any other services made available, via Platform or another platform or infrastructure associated with the Platform, simultaneously by the MA to the same User;
- iii. Not to allow future access by the User to any or all services made available on the Platform by ALB and CMA.

3.10. The User undertakes to make responsible and diligent use of the Platform.

3.11. For security reasons, operations carried out by the User are subject to ALB and CMA acceptance.

3.12. Whenever the User makes a request via the Platform and a deadline is involved, it starts to run from the moment the ALB accepts the request, regardless of the deadlines that the User has agreed with the CMA.

7.13. ALB and CMA have the right to change the content and configuration of the Platform at any time and without prior notice.

#### **4. Suspension and termination of access to the Platform**

4.1. ALB or CMA may, at any time, suspend or immediately terminate access to the Platform (and, where applicable, to other technical platforms or infrastructures associated with and/or underlying the Platform), when the User does not observe the conditions of use referred to in these Rules of Use, in which case it will inform the User thereof (prior or subsequent to the suspension, depending on the seriousness of the

facts that determine the suspension or termination of access).

4.2. The suspension or termination of access to the Platform by ALB or CMA, under the terms of the previous paragraph, does not entitle the User or any third party to any compensation or other indemnity, and ALB or CMA shall not be held responsible or in any way liable for any consequence resulting from the suspension, the barring or cancellation of access to the Platform.

4.3. ALB or CMA may also, if necessary, restrict or temporarily suspend access to the Platform - in its entirety or only part (and, possibly, to other technical platforms associated with and/or underlying to the Platform) - for the purpose of carrying out maintenance, repair or introduction of functionalities and services, in which case the restriction or temporary suspension will be limited to the period strictly necessary for the carrying out of such actions.

## 5. Responsibility

5.1. ALB and CMA shall not be liable for any damage or injury resulting from failure to comply or defective compliance with these Rules of Use, when it is not directly or indirectly attributable to them as a result of intent or gross negligence, and shall not be liable in particular for any such failure:

- i. Errors, omissions or other inaccuracies concerning the information made available through the Platform;
- ii. Damage caused by the fault of the User or a third party, including violations of intellectual property;
- iii. Non-compliance or defective compliance resulting from failure to comply with judicial or administrative decisions;
- iv. Non-compliance or defective compliance resulting from the occurrence of situations of force majeure, that is, situations of an extraordinary or unpredictable nature, external to ALB and CMA and which cannot be controlled by them, such as fires, power cuts, explosions, wars, riots, civil insurrections, government decisions, strikes, pandemics, earthquakes, floods, other natural disasters or other situations uncontrollable by the ALB and the CMA which prevent or hinder the fulfilment of the obligations undertaken.

5.2. ALB and CMA will make reasonable efforts to protect the information of the User resident in the infrastructures made available on the Platform, including regarding fraudulent use.

## 6. Clarifications and Complaints

6.1. Complaints regarding the operation of the Platform must be submitted to the ALB within 30 (thirty) days from the User's knowledge of the fact that gave rise to the complaint, and the complaint must be addressed to the following e-mail: [contact@alticelabs.com](mailto:contact@alticelabs.com).

## **7. Communications**

7.1. The User agrees to receive any and all communication and/or notification related to the Platform, at the contact telephone and/or e-mail address indicated in the Platform registration process.

## **8. Cessation**

8.1. The Platform is made available until the shorter of the following two deadlines:

- the completion of the project to be implemented
- by the date scheduled for completion of the project indicated in the Work Plan (included in the Term of Acceptance), and may be ceased through communication and/or notification via electronic means at least 15 (fifteen) days before the date of termination.

8.2. In case the User wishes to extend the period of access to the Platform indicated in the Work Plan, a request must be written to ALB and CMA at least 15 (fifteen) days before that date, describing the reasons that justify it. The ALB and CMA will analyse this possibility and respond within a maximum of 10 (ten) working days from the date of receipt of the request for extension.

# Data Protection Terms

## 1. Scope and definitions

**1.1.** The terms of this section apply to all data made available through the Urban Platform and are enforced by the ALB.

**1.2.** "Personal data" means information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, electronic identifiers or to one or more elements specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

**1.3.** In the context of this section, all non-personal data that is accessible through the Platform are considered as "Operational Data". They are data coming from several sources, as for example, companies, institutions, Municipalities or fixed or mobile sensors, whose property can even be of the User (as described in the following point).

**1.4.** Within the scope of this section, all non-personal data, and by indications expressed in the Term of Acceptance and Work Plan, that are collected by equipment that owns the project and is installed in the ATCLL infrastructures or that is provided directly by the User to the ALB and is accessible through the Platform are considered "User Operational Data".

**1.5.** For the purposes of this section, "Processed data" is considered: (a) Operational Data; (b) Personal Data and (c) any other Data that has undergone some processing, in relation to its original state, applied by ALB on the Platform.

**1.6.** Within the scope of this section "Processing" means an operation or set of operations which is performed on data or sets of data, whether by automated or non-automated means, such as collection, recording, organisation, structuring, adaptation or alteration, retrieval, comparison or interconnection, limitation or destruction;

**1.7.** For the purposes of this section, providing a service - considering only those listed in point 3.1 of the previous section "Rules of Use of the Urban Platform and the 5G Network" - consists of:

- i. Provide functional capabilities as configured and applied by the User, including providing customised User experiences;
- ii. Problem solving (prevent, detect and repair problems); and
- iii. Continuous improvement (install the latest updates and make improvements to User productivity, reliability, effectiveness and safety).

## **2. Data Protection Terms provided by ATCLL**

### **2.1 Nature of Data Processing; Property**

**2.1.1** The user do not acquire any rights to the data made available in addition to the rights that CMA grants in this section.

**2.1.2.** When accessing the ATCLL Platform and Infrastructures, the User will not use or otherwise process the Operational Data or Personal Data for:

- i. creation of User profiles,
- ii. advertising or similar commercial purposes,
- iii. market studies aimed at the creation of new functionalities, services or products, or any other purpose, unless this use or processing of data is in accordance with the terms of the Acceptance and Work Plan accepted and signed by the promoter or principal representative of the project, in accordance with the provisions of point 2.2.2 below.

### **2.2. Access and Disclosure of Processed Data**

**2.2.1.** The User is obliged to access only the data whose access has been allowed by the CMA, in accordance with the information contained in the Term of Acceptance and Work Plan, accepted and signed by the promoter or main representative of the project, under penalty of termination of access to ATCLL and other civil liabilities. Should the User wish to access other data, a written authorisation must be requested to the CMA to do so.

**2.2.2.** The User is obliged to use the data referred to in the preceding point solely for the purpose permitted by the CMA, in accordance with the information contained in the Term of Acceptance and Work Plan referred to, under penalty of termination of access to ATCLL and other civil liabilities. Should the User wish to use this data for other purposes, a written authorisation must be requested to the CMA to do so.

**2.2.3.** The User shall not disclose the Processed Data except:

- i. if the CMA so requests;
- ii. as described in this section of the Data Protection Terms; or
- iii. if the law so requires.

**2.2.4.** All data processing is subject to the User's confidentiality obligation.

### **2.3. Data Security**

**2.3.1.** The User shall ensure that appropriate measures are taken to protect the Operational Data made available on ATCLL against destruction, loss, alteration, unauthorised disclosure or accidental or unlawful access to data transmitted, stored or otherwise processed.

**2.3.2.** The User acknowledges and agrees that the security practices and policies

implemented and maintained by the User provide a level of security appropriate to the risk concerning the Operational Data made available.

**2.3.3.** The implementation and maintenance of privacy protections and security measures necessary for the security of the Operational Data made available on ATCLL is the entire responsibility of the User.

## **2.4. Notification of Safety Incidents**

**2.4.1.** 2.4.1 If the User becomes aware of a security breach resulting in the destruction, loss, alteration, unauthorised disclosure or accidental or unlawful access to the data made available on ATCLL, it will immediately and without undue delay:

1. Notify the ALB and the CMA of the Security Incident;
2. Investigate the Security Incident and provide ALB and CMA with detailed information on this matter;
3. Take reasonable steps to mitigate the effects and minimise any damage resulting from the Security Incident.

**2.4.2.** The User will assist the ALB and the CMA, under Article 33 of the GDPR or other applicable laws or regulations, in fulfilling the obligation to notify the relevant supervisory authority of a Safety Incident.

**2.4.3.** The User must immediately notify the ALB and the CMA of any possible misuse of their accounts or authentication credentials or of any security incident concerning the Platform.

## **2.5. Location and Data Transfers**

**2.5.1.** The User shall comply with the requirements of the Data Protection Act of the European Economic Area and Switzerland in respect of the collection, use, transfer, retention and other processing of Personal Data in the European Economic Area and Switzerland. All transfers of Personal Data to a third country or an international organisation will be subject to the appropriate safeguards as described in Article 46 of the GDPR, and these transfers and safeguards will be documented in accordance with Article 30(2) of the GDPR.

## **2.6. Data Retention and Elimination**

**2.6.1.** During the data availability period, ALB and CMA will always have the capacity to access, extract and delete the data stored and made available on the Platform.

## **2.7. Commitment of Confidentiality of the Contractor**

**2.7.1.** The User assures with regard to the Operational Data and Personal Data made available on the Platform:

- i. To process these data only upon instructions from ALB and CMA or as described

in this section of the Data Protection Terms;

- II. The confidentiality and security of this data will be maintained, even after the commitment has expired.

## **2.8. How to contact the ALB**

2.8.1 ALB provides the following e-mail address for any contact, clarification or complaint: [contact@alticelabs.com](mailto:contact@alticelabs.com).

## **3. User Data Protection Terms**

### **3.1. Nature of Data Processing; Ownership**

3.1.1. All rights, titles and interests in and to the Personal Data of the User or to the Operational Data of the User are held by the User.

3.1.2. The ALB and CMA do not acquire any rights to the User Data other than the rights that the User grants the ALB in this section. This paragraph does not affect the ALB's rights to the *software* or services provided on the Platform by the ALB to the User.

3.1.1. The ALB will use and process the Operational and Personal Data of the User only to:

- i. provide the User, and other users if the User so wishes, with the services described in point 3.1 of the previous section "Rules of Use of the Urban Platform and 5G Network", in accordance with the wishes and needs expressed in the Project's Term of Acceptance and Work Plan, and
- ii. for legitimate ALB business operations, each detailed and limited below.

### **3.2 Data Processing to Provide Online Services to the User**

3.2.1. When providing the Platform's services, the ALB will not use or otherwise process the User's Personal Data for:

- i. creation of User profiles,
- ii. advertising or similar commercial purposes.

### **3.3 Dissemination of Processed Data**

3.3.1. ALB will not disclose the User's Operational and Personal Data, except:

- i. if the User so requests and authorises;

- ii. as described in this section of Data Protection Terms; or
- iii. if the law so requires.

**3.3.3. ALB will not supply to any third parties:**

- i. direct, indirect, unlimited or unrestricted access to User Data;
- ii. the Platform encryption keys used to protect the Data or the ability to break this encryption; or
- iii. access to the User Data, if ALB knows that the data will be used for purposes other than those described in the third party request.

**3.3.2. All processing of data is subject to the ALB's obligation of confidentiality.**

**3.4. Processing of Personal Data; GDPR**

**3.4.1.** Insofar as the ALB is a User Personal Data Contractor, the Terms of GDPR regulate such processing and the parties further agree to the following terms in this subsection ("Processing of Personal Data; GDPR"):

*Roles and Responsibilities of Contractor and Data Processing Controller*

- The User and the ALB agree that ALB is responsible for the processing of Personal Data and ALB is the contractor of these data.
- ALB will be responsible for the processing of Personal Data regardless of the type of use and will be responsible for compliance with all applicable laws and obligations as data processing controller.

*Data Processing Details*

- **Object.** The object of the data processing is limited to Personal Data under the section of this Data Protection Terms entitled "Nature of Data Processing; Ownership" above, and the GDPR.
- **Duration of Data Processing.** The duration of the processing must comply with the User instructions and the Platform rules of use described above.
- **Nature and Purpose of Data Processing.** The nature and purpose of the data processing is the provision of the Platform service (as described in the section of these Data Protection Terms entitled "Nature of Data Processing; Property" above).
- **Types of Data.** The types of Personal Data handled by the Platform include: (i) Personal Data that the User chooses to include in the User Data; and (ii) those expressly identified in Article 4 of the GDPR that may be contained in the Diagnostic Data or in the Data Generated by Services.

*Rights of the Data Subject;*

- In accordance with current legislation on Personal Data Protection, ALB must provide the data subject with all the information to which he is entitled and facilitate the exercise of the rights of the data subject enshrined in the GDPR, upon written request addressed to the Data Protection Officer.



### **3.5. Data Security**

**3.5.1.** The ALB shall take appropriate measures to protect the User's data against destruction, loss, alteration, unauthorised disclosure or accidental or unlawful access to data transmitted, stored or otherwise processed.

**3.5.2.** ALB acknowledges and agrees that the security practices and policies implemented and maintained by it provide a level of security appropriate to the risk concerning to the User's Operational and Personal Data.

**3.5.3.** The implementation and maintenance of privacy protections and security measures necessary for the security of the User's Operational and Personal Data is the ALB's entire responsibility.

### **3.6. Notification of Safety Incidents**

**3.6.1.** If the ALB becomes aware of a security breach resulting in the destruction, loss, alteration, unauthorised disclosure or accidental or unlawful access to the User's Operational or Personal Data, ALB will immediately and without undue delay:

1. Notify the User of the Security Incident;
2. Investigate the Security Incident and provide the User with detailed information on this subject;
3. Take reasonable steps to mitigate the effects and minimise any damage resulting from the Security Incident.

### **3.7. Location and Data Transfers**

**3.7.1.** ALB will comply with the requirements of the Data Protection Act of the European Economic Area and Switzerland in respect of the collection, use, transfer, retention and other processing of Personal Data in the European Economic Area and Switzerland. All transfers of Personal Data to a third country or an international organisation will be subject to the appropriate safeguards as described in Article 46 of the GDPR, and these transfers and safeguards will be documented in accordance with Article 30(2) of the GDPR.

### **3.8. Data Retention and Elimination**

During the period of use, the User will always have the capacity to access, extract and delete the respective Personal and Operational Data from the Platform, upon written request addressed to CMA.

### **3.9. Commitment of Confidentiality of the Contractor**

**3.9.1.** ALB ensures that its staff involved in the processing of Operational and Personal Data:

- I. Will process these data only upon instructions from ALB or as described in these Data Protection Terms;
- II. Will be obliged to maintain the confidentiality and security of this data, even after the commitment has expired.

**3.9.2.** The ALB shall ensure periodic and mandatory training and awareness-raising on data security and privacy for personnel with access to the User's Operational and Personal Data in accordance with the applicable Data Protection Requirements and industry standards.

### **3.10. How to contact ALB**

**3.10.1.** ALB provides the following e-mail address for any contact, clarification or complaint: [contact@alticelabs.com](mailto:contact@alticelabs.com).