

Framework contract for order processing as determined by TSG Tourismus Salzburg GmbH

1. ORDER PROCESSING.

1.1. Scope of validity. This framework contract shall automatically apply in cases where, as regards data protection legislation, TSG qualifies as order processor in relation to the contractor.

1.2. Processing, data, affected parties. Subject matter (e.g. newsletter distribution), purpose (e.g. distribution of advertising e-mails), type (with a distribution tool) and duration (limited, unlimited) of processing activities, the type of person-related data (e.g. contact details), and categories of affected parties (e.g. employees, potential customers, existing customers, suppliers, website visitors) stem from the written description of TSG services.

1.3. Standard processing activities. 'Standard processing activities' are all cases in which, within the framework of the contract, the subject matter processed:

only contains a small proportion of person-related data concerning crimes committed and criminal convictions, and/or special categories of person-related data and

otherwise generally does not pose any risk, or more than a small risk, and

for which TSG has predefined standard technical and organisational measures for the respective processing activities.

The standard technical and organisational measures apply to each respective standard processing practice, the current versions of which can be viewed at www.salzburg.info/tom/

1.4. Special processing activities. For all other processing activities, it is necessary to agree special technical and organisational measures to ensure sufficient guarantees for the protection of data.

1.5. Responsible party. In all cases, as the party responsible for data protection, the contractor is obliged to declare the content of the personal data processed within the remit of the

contract, as well as the risks associated therewith, the contracted processing procedures and the necessary level of protection.

1.6. Sufficient guarantees. The contractor is informed of the technical and organisational measures, and must inspect and approve of them as providing sufficient guarantees.

1.7. Evaluation and updating. Wherever this has been agreed in writing (e.g. as part of a maintenance agreement), TSG is obliged to subject these measures to suitable evaluative scrutiny and to update them as required. In all other cases, the contractor shall bear responsibility for the evaluation and updating of these measures.

The respective current standard technical and organisational measures are to be presented on the TSG website. The contractor shall be responsible for checking and approving these measures at suitable intervals.

In case they are updated at a later date, the additional special measures are to be sent for the contractor to check and approve at least once a year.

2. SPECIAL PROVISIONS

2.1. Legal conformity. Particular attention must be paid to article 28, paragraphs 2, 3 and 4 of the GDPR and to the referrals they entail.

2.2. Duty to obey instructions. TSG shall only process personal data on receipt of written instructions to do so submitted by the responsible party, and also in regard of the transfer of personal data to a third country or an international organisation, in cases where it is not subject to the laws of the EU or its member states – to which TSG is bound. In such cases, TSG shall inform the responsible party of the additional legal requirements prior to processing, in as far as the law in question does not forbid the transmission of such information due to the need to protect an important public interest.

2.3. Involvement of employees. TSG guarantees that individuals authorised to process person-related data are subject to the duty to respect confidentiality, or to an appropriate sta-

tutory duty of confidentiality.

2.4. Technical and organisational measures. TSG shall implement all measures required as stipulated in article 32 of the GDPR.

2.5. Rights of affected parties. As regards the type of processing required, wherever possible TSG shall help the responsible party to fulfil his/her duty to respond to requests to honour the rights of affected parties listed in chapter III of the GDPR with appropriate technical and organisational measures.

2.6. Processing security. Depending on the type of processing required, and on the information at its disposal, TSG shall assist the responsible party in the task of complying with the duties listed in articles 32 to 36 of the GDPR.

2.7. Completion of processing. Once all processing tasks have been completed, dependent upon a decision by the responsible party, TSG is obliged to either delete or return all person-related data, unless according to European Union law – or the laws of its member states – there is an obligation to save such personal data.

2.8. Duty to prove compliance and provide information. TSG must provide the responsible party with all information necessary to prove fulfilment of the duties listed in this article. TSG must facilitate and contribute to checks and inspections conducted by the responsible party, or by another agent contracted by the responsible party to conduct the inspection. TSG must inform the responsible party without delay if it believes any of the instructions received are in violation of the GDPR, or in violation of any other data protection provisions in the European Union or its member states.

2.9. Sub-contractors. TSG is generally entitled to employ additional subcontractors to process personal data. The following subcontractors have been contracted by TSG to process data due to the specific software products they offer: cvent (congress organisation and registration); Feratel Media Technologies AG (hotel reservation system); iTaurus IT Dienstleistungen GmbH (server, network, IT security). However, in each individual case, the involvement of additional subcontractors must be reported to the responsible party at such a juncture as to allow the responsible party enough time to lodge an objection. Should TSG choose to employ the services of an additional subcontractor to conduct certain processing tasks on

behalf of the responsible party, this additional subcontractor will also be subject to the same data protection duties as those agreed in the contract between the responsible parties and TSG by contractual agreement. It is especially important for sufficient guarantees to be provided to ensure appropriate technical and organisational measures are implemented, so as to guarantee processing in compliance with the stipulations of the GDPR. Should the additional subcontracting party fail to fulfil its data protection duties, TSG shall be liable to the responsible party for guaranteeing adherence to the aforementioned duties by the said additional subcontractor.

3. FINAL PROVISIONS.

3.1. T&C. TSG's general terms and conditions of business shall apply.

09/2023