

Joint controllership agreement per General Data Protection Regulation (GDPR)

Parties:

Vaider Group AG
Contact details: gdpr@hrastnik1860.com
(Hereinafter referred to as Vaider Group)

Steklarna Hrastnik, d.o.o.
Contact details: gdpr@hrastnik1860.com
(Hereinafter referred to as Steklarna Hrastnik)

and Serbian Glass Factory (Srpska Frabrika Stakla AD)
Contact details: gdpr@hrastnik1860.com
(Hereinafter referred to as Serbian Glass Factory)

I. General description:

Vaider Group is a holding company with subsidiaries, including Steklarna Hrastnik and Serbian Glass Factory.

The parties of this Agreement are involved in collaboration related to marketing activities, in which they together determine how and why personal data is being processed and are therefore considered as joint controllers with respect to the processing of personal data as defined under the General Data Processing Regulation (hereinafter referred to as "The GDPR"). To ensure compliance with the provisions of the GDPR and to clarify respective roles and responsibilities of the parties regarding the processing of personal data, this agreement defines how to organize, share, and process personal data.

II. Purpose of the processing

The main goals and main activities are processing of personal data for direct marketing activities for Serbian Glass Factory, as defined in its Privacy Policy.

III. Data subjects

Data subjects, whose personal data will be processed, is as follows: customers, potential customers, users of Serbian Glass Factory webpage, giving consent for personal data processing.

IV. General obligations

All parties are aware of the General Data Protection Regulation and will endeavor to meet all requirements of the GDPR.

Each party will publish Privacy Policy on their website to make sure that data subjects receive the required information (as described in article 13 and 14 of the GDPR) when personal data is collected by that party. Such privacy policy will contain all required information, such as the name of joint controllers, the data protection officer contact, the purposes of data processing, the legal basis for processing, conditions under which data are shared and transferred, security measures implemented to protect personal data according to GDPR requirements, who receives the data and data subject rights.

Each party agrees to take reasonable, appropriate technical and organizational measures to protect the personal data, so that the risk of data breaches is minimized.

Each party will inform all other parties immediately in the case of a serious information security incident. This way, each party can determine if the serious information security incident is a data breach that must be reported. Parties will keep each other informed whether they have reported the data breach as the controlling party, and if and how they have informed data subjects.

Each party will make sure that that data subjects can make a request to exercise their GDPR rights, including the right of access to data, rectification, erasure, restriction of processing and data portability if applicable.

Whenever a party receives a GDPR request from a data subject, it will inform all other parties of the request. All parties will then work together so that the request is fully and completely handled. The first party receiving the request will communicate with the data subject.

If one party is audited by their supervisory authority for a joint activity, the other parties will support the audited party, for instance by providing information that is requested by the supervisory authority.

V. Roles & Responsibilities

Steklarna Hrastnik shall be a lead-controller, which means primary responsibility for ensuring compliance with Data Protection Laws. As such, Steklarna Hrastnik shall:

- Maintain records of processing activities as required by Data Protection Laws,
- Conduct data protection impact assessments, where necessary,
- Notify relevant supervisory authorities and data subjects of any personal data breaches.

Serbian Glass Factory and Vaider Group shall cooperate with Steklarna Hrastnik and provide assistance as reasonably necessary to fulfil Steklarna Hrastnik's obligations as the lead controller.

The parties shall establish appropriate mechanisms to govern the sharing and transfers of Personal Data between them for marketing purposes.

The Parties use servers located within the European Union (EU) or the European Economic Area (EEA). If the Parties transfer Personal Data to jurisdictions outside of EU or EEA or any other territory subject to specific data transfer restrictions, they shall implement appropriate safeguards as required by Data Protection Laws.

VI. Term and Termination

This Agreement shall become effective on 1.8.2023 and shall remain in effect until terminated by either party.

Either Party may terminate this Agreement in the event of a material breach by the other Party, subject to a reasonable notice period.

VII. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of The Republic of Slovenia. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the court of main seat of Steklarna Hrastnik as lead-controller company according to this Agreement.

VIII. Amendments

This Agreement constitutes the entire understanding between the Parties and superseded all prior agreements, understandings, or arrangements, whether written or oral, relating to the subject matter hereof.

Vaider Group AG

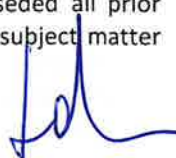
Signature and date: 01.08.2023;

Steklarna Hrastnik, d.o.o.

Signature and date: 01.08.2023;

Serbian Glass Factory

Signature and date: 01.08.2023;


teklarna Hrastnik,
ružička za proizvodnjo steklenih
izdelkov, d.o.o.
puta Vojna 1441430 Hrastnik
SRPSKA FABRIKA STAKLA DOO PARAĆIN
MEMBER OF VAIDER GROUP
13. oktobra 1-3, 35250 Paraćin, Srbija 1

Pravila o zasebnosti

Zadnja sprememba: 01. 08. 2023

Namen Politike varstva osebnih podatkov (v nadaljevanju: **Pravila**) je seznanitev Naročnikov, Uporabnikov ter drugih oseb (v nadaljevanju: Posamezniki) z nameni in pravno podlago obdelave osebnih podatkov s strani podjetja STEKLARNA HRASTNIK d.o.o., Cesta 1. maja 14, 1430 Hrastnik (v nadaljevanju: obdelovalec ali družba) ter pravicami Posameznikov na tem področju.

Hkrati ta Politika dodatno pojasnjuje soglasje za obdelavo podatkov.

V Politiki so skladno z Uredbo (EU) 2016/679 Evropskega parlamenta in Sveta z dne 27. aprila 2016 o varstvu posameznikov pri obdelavi osebnih podatkov in o prostem pretoku takih podatkov ter o razveljavitvi Direktive 95/46/ES (v nadaljevanju Splošna uredba o varstvu podatkov), Zakonom o varstvu osebnih podatkov (Uradni list RS, št. 86/2004 s spr. in dop., v nadaljevanju: ZVOP-1) in Pravilnikom o varovanju osebnih podatkov z dne 25. 5. 2018, zajete naslednje informacije:

- kontaktne informacije podjetja in kontakt pooblaščen osebe za varstvo podatkov,
- namene, podlage in vrste obdelave različnih vrst osebnih podatkov Posameznikov, vključno s profiliranjem osebnih podatkov Posameznikov,
- posredovanje podatkov tretjim osebam in v tretje države,
- čas hrambe posameznih vrst osebnih podatkov,
- pravice Posameznikov v zvezi z obdelavo osebnih podatkov,
- pravica do vložitve pritožbe v zvezi z obdelavo osebnih podatkov.

Kjer je to primerno, se določila, ki se nanašajo na Posameznike, uporabljajo tudi za vprašanja tajnosti in zaupnosti komunikacij uporabnikov, ki so pravne osebe.

Ta pravila o zasebnosti določajo, kako **STEKLARNA HRASTNIK d.o.o., Cesta 1. maja 14, 1430 Hrastnik** (v nadaljevanju: HRATSNIK1860) pridobiva, hrani in uporablja vaše osebne podatke. Datum uveljavitve teh pravil o zasebnosti je 01.08.2023.

Ta pravila o zasebnosti veljajo za: (i) uporabo naše spletne strani www.hrastnik1860.com (v nadaljevanju: **spletna stran**), (ii) prijavo na obveščanje o novostih in naši ponudbi storitev, (iii) obveščanje preko naših družbenih kanalov in aplikacij, (iv) registracijo spletne trgovine in (v) vašo uporabo katere koli druge, sedanje ali prihodnje, spletne ali nespletne storitve (v nadaljevanju vse skupaj od (i) - (v): **Storitve**).

Ta pravila zasebnosti veljajo za naše uporabnike, to so fizične osebe, ki uporabljajo naše Storitve (v nadaljevanju: **Uporabniki**), in za pravne osebe, ki opravljajo gospodarsko dejavnost (v nadaljevanju **Pravne osebe**).

Prosimo vas, da natančno preberete naša pravila o zasebnosti. Priporočamo vam, da si natisnete oziroma primerno shranite kopijo teh pravil o zasebnosti in vseh prihodnjih različic, ki veljajo za vaše evidence privolitev, ki ste nam jih podelili.

O nas

Upravlavec osebnih podatkov, ki se obdelujejo v skladu s pravili, je STEKLARNA HRASTNIK d.o.o., Cesta 1. maja 14, 1430 Hrastnik.

Kako pridobivamo, uporabljamo in drugače obdelujemo vaše osebne podatke

Vaše osebne podatke pridobivamo, ko nam jih posredujete, na primer preko vaše uporabe naših Storitev, ko nas kontaktirate neposredno po elektronski pošti, telefonu, v pisni obliki ali preko družbenih medijev, s katerimi nam posredujete osebne podatke. Kadar je to dovoljeno z zakonom, lahko o vas dobimo tudi informacije iz drugih virov.

Katere vrste osebnih podatkov zbiramo ali pridobimo o vas?

Vrste informacij, ki jih zbiramo o vas, lahko vključujejo informacije, kot so:

- e-poštni naslov,
- ime in priimek,
- informacije o vašem računalniku oz. mobilni napravi (npr. vaš naslov IP in vrsta brskalnika, vrsta naprave),
- informacije o tem, kako uporabljate naše Storitve (npr. katere strani ste si ogledali, čas, ko ste si jih ogledali, in kaj ste kliknili)
- Podatki, ki so zbrani preko spletnih obrazcev in služijo za pripravo ponudb in nemotenega poslovanja .

Kako uporabljamo vaše osebne podatke (nameni obdelave)

Za Uporabnike

Vaše osebne podatke lahko uporabimo za enega ali več naslednjih namenov:

1. **V povezavi z vašo uporabo storitev.**
2. **Upravljanje in izboljševanje naših spletnih mest, vključno s prilagajanjem uporabniške izkušnje naše spletne strani.** To je potrebno za naš zakoniti interes, da bolje razumemo želje naših uporabnikov in potencialnih kupcev ter prilagajamo naše spletne strani, izdelke in storitve glede na vaše potrebe in želje.
3. **Spletno vedenjsko oglaševanje (profiliranje).** Na nekaterih mestih naših spletnih strani lahko uporabljamo in/ali dovolimo tretjim osebam (partnerjem za oglaševanje) zbiranje (vse prek spletnih orodij spremljanja, kot so piškotki in druge tehnologije sledenja in spremljanja) osebnih podatkov, ki se nanašajo na vaše aktivnosti na teh mestih.
4. **Zaščita našega poslovanja in naših poslovnih interesov, vključno z namenom preverjanja kreditnih in preteklih izkušenj, preprečevanja goljufij in izterjave dolgov.** To je potrebno za zaščito naših zakonitih interesov preprečevanja kriminalnih dejavnosti, kot so goljufije ali pranje denarja, za zagotovitev, da se naša spletna stran in storitve ne zlorablajo in da se zaščiti naše poslovanje. Takšna preverjanja bomo izvajali le, če nam to dovoljuje zakonodaja.
5. **Komuniciranje z našimi poslovnimi svetovalci in pravnimi zastopniki.** To je potrebno za naše zakonite interese pridobitve pravnega ali strokovnega poslovnega nasveta, mi pa bomo posredovali le vaše osebne podatke, če je to potrebno, v najmanjšem potrebnem obsegu in anonimizirane, kadar koli je to mogoče.
6. **Deljenje osebnih podatkov s tretjimi strankami (v nadaljevanju: naši podobdelovalci),** ki so povezani z nami v zvezi z našim zagotavljanjem storitev, kot so:
 - naši IT in infrastrukturni poslovni partnerji,
 - kapitalsko povezane družbe,
 - oglaševalski partnerji.

To bo potrebno za naš zakoniti interes učinkovitega vodenja in upravljanja našega poslovanja, za skladnost s pravnimi obveznostmi, ki nas zavezujejo, ali za lastne namene neposrednega trženja. Kadar delimo vaše osebne podatke, bomo to storili dosledno na podlagi potrebe po seznanitvi, v skladu z ustreznimi omejitvami zaupnosti, na anonimizirani osnovi, kolikor je le mogoče, in le toliko, kolikor je to nujno potrebno za katerega koli od teh namenov.

7. **Uveljavljanje naših zakonskih pravic in upoštevanje zakonov, predpisov in drugih zakonskih zahtev.** To je potrebno za naš zakoniti interes varovanja našega poslovanja in uveljavljanja naših pogodbenih in drugih zakonskih pravic ter za zagotavljanje fizične, omrežne in informacijske varnosti ter celovitosti. Dodatno je to potrebno za naš zakoniti interes, da zagotovimo varen in brezkompromisen IT sistem in omrežja, vključno z varnostnim kopiranjem in arhiviranjem, preprečevanjem zlonamerne programske

- opreme, virusov, napak ali drugih škodljivih kod ter preprečevanjem nepooblaščenega dostopa do naših sistemov in vseh oblik napadov ali poškodb naših IT sistemov in omrežij.
8. **V zvezi z zahtevami za razkritje in v primeru prodaje ali nakupa podjetja in / ali sredstev**, bodisi dejanskih ali potencialnih. To je potrebno za naše zakonite interese prodaje in / ali zagotavljanja in spodbujanja uspeha našega poslovanja.
 9. **Za statistične in raziskovalne namene.** Podatke bomo anonimizirali in jih uporabili za zakonite interese obdelave osebnih podatkov v raziskovalne namene, vključno s tržnimi raziskavami, boljšim razumevanjem naših strank in prilagajanjem naših izdelkov in storitev vašim potrebam.
 10. Za namene oglaševanja in z vašim soglasjem za namene e-oglaševanja, da vas **obveščamo o naših storitvah, novostih, organizaciji dogodkov, ugotavljanja zadovoljstva kupcev ter da vam ponujamo naše storitve in druge oblike e-oglaševanja.**

Podjetje sprejema zahteve v zvezi s pravicami Posameznika na elektronski naslov **gdpr@hrastnik1860.com** ali po pošti **STEKLARNA HRASTNIK d.o.o., Cesta 1. maja 14, 1430 Hrastnik.** Posameznik lahko zahtevo odda tudi na prodajnem mestu podjetja na naslovu **STEKLARNA HRASTNIK d.o.o., Cesta 1. maja 14, 1430 Hrastnik.** Datum uveljavitve takega preklica je 30 delovnih dni od dne, ko smo prejeli vašo zahtevo.

Za Pravne osebe

Vaše osebne podatke lahko uporabimo za enega ali več naslednjih namenov:

1. **V povezavi z vašo uporabo Storitvev.**
2. **Upravljanje in izboljševanje naših spletnih mest, vključno s prilagajanjem uporabniške izkušnje naše spletne strani.** To je potrebno za naš zakoniti interes, da bolje razumemo želje naših uporabnikov in potencialnih kupcev ter prilagajamo naše spletne strani, izdelke in storitve glede na vaše potrebe in želje.
3. **Zaščita našega poslovanja in naših poslovnih interesov, vključno z namenom preverjanja kreditnih in preteklih izkušenj, preprečevanja goljufij in izterjave dolgov.** To je potrebno za zaščito naših zakonitih interesov preprečevanja kriminalnih dejavnosti, kot so goljufije ali pranje denarja, za zagotovitev, da se naša spletna stran in storitve ne zlorablajo in da se zaščiti naše poslovanje. Takšna preverjanja bomo izvajali le, če nam to dovoljuje zakonodaja.
4. **Komuniciranje z našimi poslovnimi svetovalci in pravnimi zastopniki.** To je potrebno za naše zakonite interese pridobitve pravnega ali strokovnega poslovnega nasveta, mi pa bomo posredovali le vaše osebne podatke, če je to potrebno, v najmanjšem potrebnem obsegu in anonimizirane, kadar koli je to mogoče.
5. **Deljenje osebnih podatkov s tretjimi strankami (v nadaljevanju: naši podobdelovalci),** ki so so povezani z nami v zvezi z našim zagotavljanjem storitev, kot so:
 - naši IT in infrastrukturni poslovni partnerji,
 - kapitalsko povezane družbe,
 - oglaševalski partnerji.

To bo potrebno bodisi za izvedbo pogodbe, ki smo jo sklenili z vami (ali za pripravo ponudbe), za naš zakoniti interes učinkovitega vodenja in upravljanja našega poslovanja, za skladnost s pravnimi obveznostmi, ki nas zavezujejo, ali za lastne namene neposrednega trženja. Kadar delimo vaše osebne podatke, bomo to storili dosledno na podlagi potrebe po seznanitvi, v skladu z ustreznimi omejitvami zaupnosti, na anonimizirani osnovi, kolikor je le mogoče, in le toliko, kolikor je to nujno potrebno za katerega koli od teh namenov.

6. **Uveljavljanje naših zakonskih pravic in upoštevanje zakonov, predpisov in drugih zakonskih zahtev.** To je potrebno za naš zakoniti interes varovanja našega poslovanja in uveljavljanja naših pogodbenih in drugih zakonskih pravic ter za zagotavljanje fizične, omrežne in informacijske varnosti ter celovitosti. Dodatno je to potrebno za naš zakoniti

interes, da zagotovimo varen in brezkompromisen IT sistem in omrežja, vključno z varnostnim kopiranjem in arhiviranjem, preprečevanjem zlonamerne programske opreme, virusov, napak ali drugih škodljivih kod ter preprečevanje nepooblaščenega dostopa do naših sistemov in vseh oblik napadov ali poškodb naših IT sistemov in omrežij. Morda bomo morali uporabljati in obdelati vaše osebne podatke, da bi bili v skladu s pravnimi obveznostmi, ki jih moramo spoštovati. Na primer, lahko zahtevamo, da predložite določene vaše osebne podatke za namene izvrševanja zakonske obveznosti preprečevanja pranja denarja ali da svoje podatke razkrijete sodišču po prejemu sodnega naloga. Vaše osebne podatke morda potrebujemo tudi za izpolnjevanje veljavnih zakonskih obveznosti, kot so davčna zakonodaja in ostali predpisi, ki nas zavezujejo.

7. **V zvezi z zahtevami za razkritje in v primeru prodaje ali nakupa podjetja in / ali sredstev**, bodisi dejanskih ali potencialnih. To je potrebno za naše zakonite interese prodaje in / ali zagotavljanja in spodbujanja uspeha našega poslovanja.
8. **Za statistične in raziskovalne namene.** Podatke bomo anonimizirali in jih uporabili za zakonite interese obdelave osebnih podatkov v raziskovalne namene, vključno s tržnimi raziskavami, boljšim razumevanjem naših strank in prilagajanjem naših izdelkov in storitev vašim potrebam.
9. **Identificiranja morebitnih kaznivih dejanj ali groženj za javno varnost pristojnemu organu.** To je potrebno za naš zakoniti interes spodbujanja uspeha našega poslovanja, preprečevanje kriminala, za izpolnjevanje zakonskih obveznosti v splošnem javnem interesu ali za zakonite interese vladnih organov in pristojnih organov, ki preprečujejo kazniva dejanja.
10. **V zvezi s katerim koli pravnim sporom ali postopkom.** To je potrebno za naš zakoniti interes spodbujanja in zagotavljanja uspeha našega poslovanja, reševanje sporov in dajanje takšnih razkritij, kot to zahtevajo zakoni ali za katere menimo, da ravnajo razumno, z zakonom.
11. Za namene oglaševanja in z vašim soglasjem za namene e-oglaševanja, da vas **obveščamo o naših storitvah, novostih, organizaciji dogodkov, ugotavljanja zadovoljstva kupcev ter da vam ponujamo naše storitve in druge oblike e-oglaševanja**

Podjetje sprejema zahteve v zvezi s pravicami Posameznika na elektronski naslov **gdpr@hrastnik1860.com** ali po pošti **STEKLARNA HRASTNIK d.o.o., Cesta 1. maja 14, 1430 Hrastnik**. Posameznik lahko zahtevo odda tudi na prodajnem mestu podjetja na naslovu **STEKLARNA HRASTNIK d.o.o., Cesta 1. maja 14, 1430 Hrastnik**. Datum uveljavitve takega preklica je 30 delovnih dni od dne, ko smo prejeli vašo zahtevo.

Hramba osebnih podatkov in obdobje obdelave

Vaše osebne podatke HRASTNIK1860 shranjuje na lastnih strežnikih, lociranih v Sloveniji, in strežnikih ponudnikov storitev v oblaku, ki se nahajajo v državah članicah EU in ZDA. Občasno lahko prihaja do obdelav vaših osebnih podatkov tudi izven EU in ZDA.

HRASTNIK1860 bo obdeloval vaše osebne podatke v obsegu, ki je relevanten in omejen na to, kar je potrebno za namene, za katere se obdelujejo. Gre na primer za vprašanja, ali je treba še naprej hraniti te podatke, da bi lahko še naprej izpolnjevali naše obveznosti po pogodbi z vami ali za naše zakonite interese; ali imamo kakšno zakonsko obveznost, da nadaljujemo z obdelavo vaših podatkov, kot so kakršne koli obveznosti vodenja evidenc, ki jih določa veljavna davčna in računovodska zakonodaja; in ali imamo pravno podlago, da še naprej obdelujemo vaše osebne podatke, kot je vaša privolitvev.

Če želite več informacij o tem, kje in kako dolgo so shranjeni vaši osebni podatki, ter o vaši pravici do izbrisa in prenosljivosti osebnih podatkov, se obrnite na nas na **gdpr@hrastnik1860.com** ali po pošti **STEKLARNA HRASTNIK d.o.o., Cesta 1. maja 14, 1430 Hrastnik**. Posameznik lahko zahtevo odda tudi na prodajnem mestu podjetja na naslovu **STEKLARNA HRASTNIK d.o.o., Cesta 1. maja 14, 1430 Hrastnik**.

Kako varujemo vaše osebne podatke

Sprejeli smo ustrezne tehnične in organizacijske ukrepe za zavarovanje vaših osebnih podatkov in njihovo zaščito pred nepooblaščenimi ali nezakonito uporabo ali obdelavo ter proti naključni izgubi ali uničenju ali poškodovanju vaših osebnih podatkov. Ti ukrepi vključujejo:

- načelo najmanjšega obsega podatkov in obdelave,
- usposabljanje naših zaposlenih o pomembnosti zaupnosti ter ohranjanju zasebnosti in varnosti vaših podatkov,
- zavezanost k sprejetju ustreznih disciplinskih ukrepov za uveljavljanje odgovornosti zaposlenih pri zasebnosti,
- stalno in celovito posodabljanje in preizkušanje naših politik in ukrepov varovanja osebnih podatkov,
- skrbno in odgovorno izbiro naših podobdelovalcev,
- uporabo varnih strežnikov za shranjevanje vaših osebnih podatkov,
- imenovanje pooblaščenih oseb za varstvo osebnih podatkov,
- zahtevo po dokazu o identiteti od vsakega posameznika, ki zahteva dostop do svojih osebnih podatkov.

Želimo vas opozoriti, da prenos informacij (vključno z osebnimi podatki) preko interneta ni vedno povsem varen. Če nam posredujete kakršne koli informacije preko interneta (po elektronski pošti, preko naše spletne strani ali na kakršenkoli drug način), to storite popolnoma na lastno odgovornost. Ne moremo biti odgovorni za kakršne koli stroške, izdatke, izgubo dobička, škodo ugledu, odgovornosti ali kakršno koli drugo obliko izgube ali škode, ki ste jo utrpeli zaradi vašega posredovanja podatkov preko interneta.

Pravilnik o piškotkih

Kaj so piškotki in zakaj so potrebni?

So male besedilne datoteke, ki jih večina spletnih mest shrani v naprave, s katerimi uporabniki dostopajo do interneta z namenom prepoznavanja posameznih naprav, ki so jih uporabniki uporabili pri dostopu. Njihovo shranjevanje je pod popolnim nadzorom brskalnika, ki ga ima uporabnik - ta lahko shranjevanje piškotkov po želji omeji ali onemogoči. Piškotki niso škodljivi in so vedno časovno omejeni.

Piškotki običajno vsebujejo:

- ime piškotka in strežnika, s katerega je bil poslan piškotek,
- življenjsko dobo piškotka,
- vrednost (edinstveno številko).

Piškotki so temeljnega pomena za zagotavljanje uporabniku prijaznih spletnih storitev. Najpogostejše funkcije e-poslovanja ne bi bile mogoče brez piškotkov. Interakcija med spletnim uporabnikom in spletno stranjo je s pomočjo piškotkov hitrejša in enostavnejša. Z njihovo pomočjo si spletna stran zapomni posameznikove preference in izkušnje, s tem je prihranjen čas, brskanje po spletnih straneh pa je s tem bolj učinkovito in prijetno.

Nastavitve nalaganja piškotkov

Nekateri piškotki se izbrišejo takoj, ko zaprete brskalnik. Ti piškotki se imenujejo sejni ali začasni piškotki, saj trajajo le toliko časa, kolikor dolgo traja posamezna seja, in se po koncu seje ne hranijo več. Tovrstni piškotki navadno vsebujejo le identifikacijsko kodo, ki jo lahko prepozna samo tista spletna stran, ki je piškotke namestila.

Drugi piškotki imajo določeno življenjsko dobo oziroma čas veljavnosti. Ti se uporabljajo zato, da je mogoče ugotoviti, ali ste se na določeno spletno stran že prijavi, ali pa hranijo informacijo o nekaterih nastavitvah, na primer o izbiri jezika.

V HRASNIK1860 uporabljamo 3 skupine piškotkov.

Obvezni piškotki

Nujni piškotki, brez katerih spletno mesto ne more delovati. Ti podatki so anonimni - vaših osebnih podatkov ne vidimo.

Ta namen potrebuje naša spletna stran za normalno delovanje, zato ga ni mogoče onemogočiti.

Analitični piškotki

Ti piškotki zbirajo podatke, ki jih uporabljamo za boljše razumevanje vašega načina uporabe in nam pomagajo pri prilagajanju našega spletnega mesta in aplikacije za izboljšanje vaše uporabniške izkušnje.

Marketinški piškotki

Piškotki, ki služijo za izboljšanje izkušenj pri uporabi vseh naših izdelkov, za ciljno usmerjene oglase in za optimizacijo vsebine.

Z vašim soglasjem mi in naši partnerji namestimo piškotke in v vaši napravi dostopamo do informacij, ki niso občutljive narave, ter jih uporabljamo za izboljšavo naših izdelkov ter prilagoditev oglasov in druge vsebine na tem spletnem mestu. Sprejmete lahko vse ali nekatere od teh dejavnosti. Svoje soglasje lahko kadar koli prekličete ali ugovarjate obdelavi podatkov na podlagi zakonitega poslovnega interesa.

Onemogočenje spletnih piškotkov

Nekatere ali vse piškotke, ki jih uporabljamo na naših spletnih straneh, lahko zavrnete s spreminjanjem nastavitve brskalnika, vendar lahko to zmanjša vašo zmožnost uporabe naših spletnih strani ter nekaterih ali vseh funkcij.

Začasen izklop nalaganja / shranjevanja spletnih piškotkov lahko dosežete z uporabo »zasebnega okna« (Incognito/Privat) v svojem brskalniku. Zasebno brskanje vam namreč omogoča, da lahko splet obiskujete, ne da bi spletni brskalnik pri tem shranjeval kakršnekoli informacije o straneh, ki ste jih obiskali.

Trajen izklop spletnih piškotkov (do naslednjega obiska oz. ponovnega vklopa le-teh) lahko nadzirate in spremljate v svojem spletnem brskalniku. Za informacije o nastavitvah za piškotke izberite spletni brskalnik, ki ga uporabljate:

- [Internet Explorer](#)
- [Chrome](#)
- [Firefox](#)
- [Safari](#)

Želeli bi vas opozoriti, da s trajnim izklopom / izbrisom piškotkov izgubite možnost ohranitve vaših osebnih nastavitvev, statusa prijave in še mnogo več, ter da strani ne bodo delovale pravilno oziroma boste prikrajšani za dodatne možnosti. Spletna mesta se bodo za nameček nalagala malce počasneje, saj se bodo morale slike in vsi deli vsebine vsakič naložiti od začetka.

Katere piškotke uporablja HRASNİK1860.com?

Obvezni piškotki

Ime	Izdajatelj	Namen	Trajanje
_grecaptcha	Google reCAPTCHA	Za zagotovitev zaščite pred neželeno vsebino	seja
PH_HPXY_CHECK	Steklarna Hrastnik	PHPjev piškotek za vzdrževanje seje	seja
didomi_token	Didomi	Shrani nastavitve piškotov	1 leto
euconsent-v2	Didomi	Shrani nastavitve piškotov	1 leto

pll_language	Polylang	Za shranjevanje jezikovnih nastavitev	neomejeno
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Analitični piškotki

Ime	Izdajatelj	Namen	Trajanje
_ga	Google Analytics	Za shranjevanje in štetje ogledov strani.	2 leti
_ga_9270P2TLLF	Google Analytics	Za shranjevanje in štetje ogledov strani.	13 mesecev
_gat_UA-41844589-1	Google Analytics	To je vzorčni piškotek, ki ga nastavi Google Analytics, pri čemer element vzorca v imenu vsebuje edinstveno identifikacijsko številko računa ali spletne strani, na katero se nanaša. Zdi se, da gre za različico piškotka _gat, ki se uporablja za omejevanje količine podatkov, ki jih Google zabeleži na spletnih mestih z velikim prometom.	1 minuta
_gat_gtag_UA_41844589_1	Google Analytics	Za shranjevanje edinstvenega uporabniškega ID-ja	1 minuta
_gid	Google Analytics	Za shranjevanje in štetje ogledov strani.	1 dan
AnalyticsSyncHistory	LinkedIn	Za shranjevanje informacij o času sinhronizacije s piškotkom lms_analytics	1 mesec
visitor_id	Pardot	Za shranjevanje edinstvenega uporabniškega ID-ja	1 leto
lpv	Pardot	Za shranjevanje in štetje ogledov strani.	30 minut

Marketinški piškotki

Ime	Izdajatelj	Namen	Trajanje
DSID	Google DoubleClick	Shranjevanje nastavitev uporabnika	2 tedna
IDE	Google DoubleClick	Zagotavljanje dostave oglasov ali ponovno ciljanje.	2 leti

NID	Google Ads Optimization	Zagotavljanje dostave oglasov ali ponovno ciljanje, shranjevanje uporabniških nastavitev.	6 mesecev
__Secure-3PAPISID	Google.com	Zgradi profil zanimanja obiskovalcev spletnega mesta za prikaz ustreznih in prilagojenih oglasov s ponovnim ciljanjem.	2 leti
__Secure-3PSID	Google.com	Zgradi profil zanimanja obiskovalcev spletnega mesta za prikaz ustreznih in prilagojenih oglasov s ponovnim ciljanjem.	2 leti
__secure-3psidcc	Google.com	Zgradi profil zanimanja obiskovalcev spletnega mesta za prikaz ustreznih in prilagojenih oglasov s ponovnim ciljanjem.	2 leti
lfa	Leadfeeder	Za shranjevanje in sledenje dosegu občinstva	2 leti
_lfa_test_cookie_stored	Leadfeeder	Shranjujemo le, dokler ne ugotovimo, ali je piškotke mogoče shranjevati	1 sekunda
In_or	LinkedIn	LinkedIn vpogledni piškotek.	1 dan
UserMatchHistory	LinkedIn	Zagotavljanje dostave oglasov ali ponovno ciljanje.	30 dni
Bcookie	LinkedIn	Za shranjevanje podrobnosti brskalnika	2 leti
lang	LinkedIn	Za zapomnitev uporabnikovih jezikovnih nastavitev, da se zagotovi prikaz LinkedIn.com v jeziku, ki ga je uporabnik izbral v svojih nastavitvah.	Seja
li_gc	LinkedIn	Za shranjevanje soglasja gostov glede uporabe piškotkov za nebitvene namene	6 mesecev
lidc	LinkedIn	Za lažjo izbiro podatkovnega centra	24 ur

Partnerji

Več o partnerju in o tem, kako obdeluje podatke, lahko najdete v njihovi politiki zasebnosti.

CloudFlare	https://www.cloudflare.com/security-policy/
DoubleClick	https://hrastnik1860.com/si/
Google Analytics Products	https://policies.google.com/privacy
jsdelivr.com	https://www.jsdelivr.com/terms/privacy-policy-jsdelivr-net
Lead feeder	https://www.leadfeeder.com/privacy/
LinkedIn Corporation	https://www.linkedin.com/legal/privacy-policy

Mednarodni prenosi osebnih podatkov

Če prenesemo vaše osebne podatke izven Evropskega gospodarskega prostora, bomo to storili po skrbnem pregledu primernih pravnih podlag in zaščitnih ukrepov, kot so: - politike varovanja podatkov, znane kot "Zavezujoča poslovna pravila" ali "BCR-ji", - standardne pogodbene klavzule, ki jih je sprejela Evropska komisija ali Informacijski pooblaščenec in jih je Evropska komisija potrdila v skladu z ustreznim zakonom, - kodeks ali kodeksi ravnanja, ki jih pripravi združenje ali drug organ, ki ga odobri Informacijski pooblaščenec, - odobreni certifikacijski mehanizmi (kot je npr. Ščit zasebnosti EU-ZDA), - ali kadar to dopusti Informacijski pooblaščenec ali pogodbene klavzule med upravljavcem ali obdelovalcem podatkov ter upravljavcem podatkov, obdelovalcem ali prejemnikom osebnih podatkov v tretji državi ali mednarodni organizaciji.

Pravice posameznika, na katerega se nanašajo osebni podatki

Opozarjamo vas na pravice v zvezi z vašimi osebnimi podatki, ki jih lahko uveljavljate tako, da pošljete e-poštno sporočilo na na elektronski naslov gdpr@hrastnik1860.com ali po pošti na naslov **STEKLARNA HRASTNIK d.o.o., Cesta 1. maja 14, 1430 Hrastnik**. Te vam omogočajo, da:

- zahtevate dostop do vaših osebnih podatkov in informacij v zvezi z našo uporabo in obdelavo vaših osebnih podatkov,
- zahtevate popravek ali brisanje vaših osebnih podatkov,
- zahtevate, da omejimo uporabo vaših osebnih podatkov,
- zahtevate vaše osebne podatke, ki ste nam jih posredovali (zagotovili vam jih bomo v strukturirani in strojno berljivi obliki, npr. v preglednici Excel), in imate pravico, da te osebne podatke prenesete drugemu upravljavcu osebnih podatkov,
- ugovarjate obdelavi vaših osebnih podatkov za določene namene (za več informacij glejte spodnji razdelek z naslovom "Vaša pravica do ugovora za obdelavo vaših osebnih podatkov za določene namene"),
- umaknete privolitev k naši uporabi vaših osebnih podatkov, pri čemer se zanašamo na vašo privolitev. Če jo umaknete, to ne bo vplivalo na zakonitost naše uporabe in obdelave vaših osebnih podatkov na podlagi vaše privolitve pred dnem, ko jo boste umaknili.

Imate tudi pravico vložiti pritožbo pri nadzornem organu. V Republiki Sloveniji je to Informacijski pooblaščenec, katerega kontaktni podatki so na voljo tukaj: [Informacijski pooblaščenec](#).

Za dodatne informacije o vaših pravicah v zvezi z vašimi osebnimi podatki, vključno z določenimi omejitvami, ki veljajo za nekatere od teh pravic, pogledjte člene 12 do 23 GDPR, ki so na voljo tukaj: [UREDBA \(EU\) 2016/679 EVROPSKEGA PARLAMENTA IN SVETA](#).

Vaša pravica do ugovora za obdelavo vaših osebnih podatkov za določene namene:

V zvezi z vašimi osebnimi podatki imate tudi naslednje pravice, ki jih lahko uveljavljate na enak način kot v prejšnjem poglavju:

- nasprotujete lahko uporabi ali obdelovanju vaših osebnih podatkov, kadar jih uporabljamo ali obdelujemo zato, da bi lahko opravljali nalogo v javnem interesu, če obdelujemo vaše osebne podatke za naše zakonite interese, vključno s "profiliranjem" (na primer, napovedovanje vašega vedenja na podlagi osebnih podatkov) na osnovi katerega koli od teh namenov,
- ugovarjate lahko obdelavi vaših osebnih podatkov za namene neposrednega trženja (vključno z vsako avtomatizirano oceno, ki jo opravimo o vas, ali katero koli od vaših značilnosti, če je povezana s takšnim neposrednim trženjem).

Prav tako lahko uveljavljate svojo pravico, da nasprotujete uporabi ali obdelavi vaših osebnih podatkov za namene neposrednega trženja, tako da:

- kliknete povezavo za odjavo, ki je na dnu vsakega našega tržnega e-poštnega sporočila, in sledite navodilom, ki se pojavijo v brskalniku po kliku na to povezavo ali
- pošljete e-poštno sporočilo na na elektronski naslov **gdpr@hrastnik1860.com** ali po pošti na naslov **STEKLARNA HRASTNIK d.o.o., Cesta 1. maja 14, 1430 Hrastnik**, v katerem zahtevate, da vam prenehamo pošiljati tržna sporočila. Pri tem morate navesti tip sporočil, od katerih se želite odjaviti.

Vsakič, ko nasprotujete neposrednemu trženju z drugačno komunikacijsko metodo kot pri tržnih sporočilih, ki ste jih prejeli od nas, nam morate posredovati vaše ime in zadostne podatke, da vas lahko prepoznamo v zvezi s sporočili, ki ste jih prejeli.

Naša uporaba avtomatiziranega odločanja, vključno s profiliranjem

Na podlagi osebnih podatkov, ki jih pridobimo od vas, se v določenih primerih izvaja avtomatizirano odločanje (vključno s profiliranjem).

Spremembe naših pravil o zasebnosti

Od časa do časa lahko spreminjamo naša pravila o zasebnosti, o čemer vas bomo obvestili. Če nadaljujete z dostopom do naše spletne strani na ta datum ali po tem datumu, se strinjate, da vas zavezuje nova različica naših pravil o zasebnosti.

Kadar nameravamo uporabiti vaše osebne podatke za nov namen, vam bomo posredovali informacije o tem namenu in vse druge pomembne informacije, preden uporabimo vaše osebne podatke za ta novi namen.

Spremembe vaših osebnih podatkov

Prosimo vas, da nas obvestite o kakršnih koli spremembah vaših osebnih podatkov, ki jih imamo o vas, da so ti ves čas točni in ažurni.

Pooblaščenec za varovanje osebnih podatkov

Družba je v skladu z Uredbo GDPR za potrebe ustreznega zagotavljanja varstva osebnih podatkov po tej politiki imenovala Pooblaščenca za varovanje osebnih podatkov. V primeru kakršnihkoli vprašanj oz zahtev glede obdelovanja vaših osebnih podatkov, ga lahko kontaktirate na elektronski naslov **gdpr@hrastnik1860.com** ali po pošti na naslov **Steklarna Hrastnik d.o.o., Cesta 1. maja 14, 1430 Hrastnik**, s pripisom Za pooblaščenca za varovanje osebnih podatkov. Vsa komunikacija bo obravnavana strogo zaupno

Veljavnost politike varstva osebnih podatkov

Ta politika je objavljena na XX.XX.XXX in začne veljati 01.08.2023.

ANNEX

STANDARD CONTRACTUAL CLAUSES FOR THE TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES PURSUANT TO REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL

SECTION I

Clause 1

Purpose and scope

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of 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 (General Data Protection Regulation) for the transfer of personal data to a third country.
- (b) The Parties:
 - (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter “entity/ies”) transferring the personal data, as listed in Annex I.A. (hereinafter each “data exporter”), and
 - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter each “data importer”)have agreed to these standard contractual clauses (hereinafter: “Clauses”).
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
- (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
 - (ii) Clause 8 - Module One: Clause 8.5 (e) and Clause 8.9(b); Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e); Module Three: Clause 8.1(a), (c) and (d) and Clause 8.9(a), (c), (d), (e), (f) and (g); Module Four: Clause 8.1 (b) and Clause 8.3(b);
 - (iii) Clause 9 - Module Two: Clause 9(a), (c), (d) and (e); Module Three: Clause 9(a), (c), (d) and (e);
 - (iv) Clause 12 - Module One: Clause 12(a) and (d); Modules Two and Three: Clause 12(a), (d) and (f);
 - (v) Clause 13;
 - (vi) Clause 15.1(c), (d) and (e);
 - (vii) Clause 16(e);
 - (viii) Clause 18 - Modules One, Two and Three: Clause 18(a) and (b); Module Four: Clause 18.
- (b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7

Docking clause

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B. It may only process the personal data for another purpose:

- (i) where it has obtained the data subject's prior consent;
- (ii) where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iii) where necessary in order to protect the vital interests of the data subject or of another natural person.

8.2 Transparency

- (a) In order to enable data subjects to effectively exercise their rights pursuant to Clause 10, the data importer shall inform them, either directly or through the data exporter:
 - (i) of its identity and contact details;
 - (ii) of the categories of personal data processed;
 - (iii) of the right to obtain a copy of these Clauses;
 - (iv) where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.

- (b) Paragraph (a) shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.
- (c) On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.
- (d) Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.3 Accuracy and data minimisation

- (a) Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.
- (b) If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.
- (c) The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

8.4 Storage limitation

The data importer shall retain the personal data for no longer than necessary for the purpose(s) for which it is processed. It shall put in place appropriate technical or organisational measures to ensure compliance with this obligation, including erasure or anonymisation of the data and all back-ups at the end of the retention period. This requires rendering the data anonymous in such a way that the individual is no longer identifiable by anyone, in line with recital 26 of Regulation (EU) 2016/679, and that this process is irreversible.

8.5 Security of processing

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the personal data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter “personal data breach”). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.

- (b) The Parties have agreed on the technical and organisational measures set out in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- (c) The data importer shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (d) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the personal data breach, including measures to mitigate its possible adverse effects.
- (e) In case of a personal data breach that is likely to result in a risk to the rights and freedoms of natural persons, the data importer shall without undue delay notify both the data exporter and the competent supervisory authority pursuant to Clause 13. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.
- (f) In case of a personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons, the data importer shall also notify without undue delay the data subjects concerned of the personal data breach and its nature, if necessary in cooperation with the data exporter, together with the information referred to in paragraph (e), points ii) to iv), unless the data importer has implemented measures to significantly reduce the risk to the rights or freedoms of natural persons, or notification would involve disproportionate efforts. In the latter case, the data importer shall instead issue a public communication or take a similar measure to inform the public of the personal data breach.
- (g) The data importer shall document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

8.6 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offences (hereinafter "sensitive data"), the data importer shall apply specific restrictions and/or additional safeguards adapted to the specific nature of the data and the risks involved. This may include restricting the personnel permitted to access the personal data, additional security measures (such as pseudonymisation) and/or additional restrictions with respect to further disclosure.

8.7 Onward transfers

The data importer shall not disclose the personal data to a third party located outside the European Union¹ (in the same country as the data importer or in another third country, hereinafter “onward transfer”) unless the third party is or agrees to be bound by these Clauses, under the appropriate Module. Otherwise, an onward transfer by the data importer may only take place if:

- (i) it is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679 with respect to the processing in question;
- (iii) the third party enters into a binding instrument with the data importer ensuring the same level of data protection as under these Clauses, and the data importer provides a copy of these safeguards to the data exporter;
- (iv) it is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings;
- (v) it is necessary in order to protect the vital interests of the data subject or of another natural person; or
- (vi) where none of the other conditions apply, the data importer has obtained the explicit consent of the data subject for an onward transfer in a specific situation, after having informed him/her of its purpose(s), the identity of the recipient and the possible risks of such transfer to him/her due to the lack of appropriate data protection safeguards. In this case, the data importer shall inform the data exporter and, at the request of the latter, shall transmit to it a copy of the information provided to the data subject.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.8 Processing under the authority of the data importer

The data importer shall ensure that any person acting under its authority, including a processor, processes the data only on its instructions.

8.9 Documentation and compliance

- (a) Each Party shall be able to demonstrate compliance with its obligations under these Clauses. In particular, the data importer shall keep appropriate documentation of the processing activities carried out under its responsibility.
- (b) The data importer shall make such documentation available to the competent supervisory authority on request.

¹ The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

- (c) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 10

Data subject rights

- (a) The data importer, where relevant with the assistance of the data exporter, shall deal with any enquiries and requests it receives from a data subject relating to the processing of his/her personal data and the exercise of his/her rights under these Clauses without undue delay and at the latest within one month of the receipt of the enquiry or request. That period may be extended by a maximum of two more months, to the extent necessary taking into account the complexity and number of requests. The data importer shall duly and promptly inform the data subject of any such extension. The data importer shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information provided to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.
- (b) In particular, upon request by the data subject the data importer shall, free of charge :
- (i) provide confirmation to the data subject as to whether personal data concerning him/her is being processed and, where this is the case, a copy of the data relating to him/her and the information in Annex I; if personal data has been or will be onward transferred, provide information on recipients or categories of recipients (as appropriate with a view to providing meaningful information) to which the personal data has been or will be onward transferred, the purpose of such onward transfers and their ground pursuant to Clause 8.7; and provide information on the right to lodge a complaint with a supervisory authority in accordance with Clause 12(c)(i);
 - (ii) rectify inaccurate or incomplete data concerning the data subject;
 - (iii) erase personal data concerning the data subject if such data is being or has been processed in violation of any of these Clauses ensuring third-party beneficiary rights, or if the data subject withdraws the consent on which the processing is based.
- (c) Where the data importer processes the personal data for direct marketing purposes, it shall cease processing for such purposes if the data subject objects to it.
- (d) The data importer shall not make a decision based solely on the automated processing of the personal data transferred (hereinafter “automated decision”), which would produce legal effects concerning the data subject or similarly significantly affect him / her, unless with the explicit consent of the data subject or if authorised to do so under the laws of the country of destination, provided that such laws lays down suitable measures to safeguard the data subject’s rights and legitimate interests. In this case, the data importer shall, where necessary in cooperation with the data exporter:
- (i) inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and

- (ii) implement suitable safeguards, at least by enabling the data subject to contest the decision, express his/her point of view and obtain review by a human being.
- (e) Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee taking into account the administrative costs of granting the request or refuse to act on the request.
- (f) The data importer may refuse a data subject's request if such refusal is allowed under the laws of the country of destination and is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679.
- (g) If the data importer intends to refuse a data subject's request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.

Clause 11

Redress

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
 - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
 - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.
- (c) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (d) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.
- (e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

Clause 13

Supervision

- (a) The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.
- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one

of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
- (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards;
 - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a). [For Module Three: The data exporter shall forward the notification to the controller.]
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation [for Module Three: , if appropriate in consultation with the controller]. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by [for Module Three: the controller or] the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1 Notification

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
 - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
 - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.). [For Module Three: The data exporter shall forward the information to the controller.]
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable

procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request. [For Module Three: The data exporter shall make the assessment available to the controller.]
- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
 - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - (ii) the data importer is in substantial or persistent breach of these Clauses; or
 - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority [for Module Three: and the controller] of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data.
- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Republic of Slovenia.

Clause 18

Choice of forum and jurisdiction

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of Republic of Slovenia.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX

EXPLANATORY NOTE:

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can be achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

ANNEX I

A. LIST OF PARTIES


Data exporter(s):

1. Name: Steklarna Hrastnik, d.o.o.

Address: Cesta 1. Maja 14, 1430 Hrastnik, Slovenia

Contact person's name and position: Peter Čas, General Director

Activities relevant to the data transferred under these Clauses: as defined in Joint-controllership agreement

Signature and date: 01.08.2023;  **Steklarna Hrastnik,**

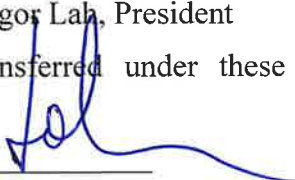
Role: lead-controller per joint-controllership agreement
izdelkov, d.o.o.
Cesta 1. maja 14, 1430 Hrastnik

2. Name: Vaider Group AG

Address: Rothusstrasse 21 6331 Hünenberg, Swiss

Contact person's name and position: Igor Lah, President

Activities relevant to the data transferred under these Clauses: as defined in Joint-controllership agreement

Signature and date: 01.08.2023; 

Role: joint-controller per joint-controllership agreement


Data importer(s):

1. Name: Serbian Glass Factory (Srpska Fabrika Stakla AD)

Address: 13. Oktobra 1 – 3, 35250 Paraćin, Serbia

Contact person's name and position: Peter Čas, General Director

Activities relevant to the data transferred under these Clauses: as defined in Joint-controllership agreement

Signature and date: 01.08.2023;  **SRPSKA FABRIKA STAKLA DOO PARAĆIN**

Role: joint-controller per joint-controllership agreement
MEMBER OF VAIDER GROUP
13. oktobra 1-3, 35250 Paraćin, Srbija 1

B. DESCRIPTION OF TRANSFER

Categories of personal data transferred

as defined in Privacy Policy and Joint-controllership agreement

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): as defined in Privacy Policy and Joint-controllership agreement

Nature of the processing: as defined in Privacy Policy and Joint-controllership agreement

Purpose(s) of the data transfer and further processing as defined in Privacy Policy and Joint-controllership agreement

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: as defined in Privacy Policy and Joint-controllership agreement

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

Urad Informacijskega pooblaščenca Republike Slovenije, <https://www.ip-rs.si/>

Srbski Poverenik za informacije od javnog značaja i zaštitu podataka o ličnosti
<https://www.poverenik.rs/sr/>

Federal Data Protection and Information Commissioner (FDPIC), Feldeggweg 1
CH - 3003 Berne Switzerland

**ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING
TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY
OF THE DATA**

As listed in Privacy Policy

