

Personal Data Processing Rules

These personal data processing rules (hereinafter - the Rules) apply to and are applicable in cases where SIA Draugiem (hereinafter - "frype.com", "we", "us") receives from you and/or processes personal data on your instructions as a data processor in relation to the services of the frype.com portal and mobile application (hereinafter - the Portal).

Papildus šiem In addition to these Rules, other terms of our services also apply.

1. General

1.1. We offer our users (for example, website owners, advertisers, event and contest organizers, our cooperation partners and others) various services in which the transfer of personal data to us may occur.

1.2. When you use our services, you are responsible for:

- a) your own privacy policy (including regarding cookies) and informing data subjects about it;
- b) the processing of your clients' and users' personal data (for example, receiving, storing, transferring, etc.);
- c) transferring personal data in your possession to us, as well as the existence and proof of a legal basis.

1.3. When we process or receive personal data based on your instructions, we are the data processor and you are the data controller. You provide us with personal data processing instructions and determine the purposes and general means of the personal data processing performed.

1.4. Both you and we have the obligation to comply with and fulfil the requirements set out in applicable regulatory enactments concerning the processing and protection of personal data.

1.5. You confirm that you have obtained all necessary consents or that another legal basis exists for the processing of personal data, including, but not limited to, the transfer of personal data to frype.com and other third parties whose services we use.

1.6. If you transfer personal data to us on behalf of another person (for example, you are an advertising agency acting on behalf of a client), then you confirm that (i) you have the legal right to process and transfer such personal data to us, and (ii) you have the right to approve these Rules on behalf of that other person (for example, your client).

1.7. You are prohibited from transferring sensitive data to us (for example, data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, health data, data concerning a natural person's sex life or sexual orientation) as well as personal data concerning persons under the age of 13.

1.8. We will process the personal data received from you solely for the provision of our services in accordance with our service descriptions.

1.9. As a data processor, we will assist you as the data controller in fulfilling the obligations and requirements laid down in the applicable regulatory enactments.

2. Sharing of Personal Data with Third Parties

2.1. To provide our services, we cooperate with third parties with whom we may share personal data for the provision and support of these services. Personal data may be shared with third parties to provide, for example, data hosting and maintenance, server hosting, communication and content delivery, data and cybersecurity, payment processing, fraud detection and prevention, web analytics, email distribution and monitoring, session recording, and other services that we use for providing our services and which are supplied to us by third parties (hereinafter – “Third-Party Service Providers”). Third-Party Service Providers may receive only the minimum amount of personal data necessary depending on their specific function and purposes, assisting in providing and improving our services and business operations, and may use it only for such purposes. We will share personal data only with such Third-Party Service Providers who have committed to comply with data protection requirements and obligations.

2.2. We are and remain responsible for the personal data processing carried out by the Third-Party Service Providers engaged by us, in accordance with applicable regulatory enactments.

2.3. If, when using our services, you transfer personal data to us (for example, you use the services on behalf of a company or another legal entity and/or the services are used to process data subjects' personal data), you grant us an irrevocable consent to use any Third-Party Service Provider at our discretion for the purpose of providing the services.

2.4. In certain circumstances, we may be required to disclose information to third parties in order to comply with legal requirements or respond to legitimate requests from law enforcement authorities, as well as to protect our or third parties' legitimate interests.

3. Duration of Personal Data Processing

3.1. We may retain the received personal data for as long as necessary for the performance of the relevant service.

3.2. Upon receiving an appropriate request or upon termination of the relevant service, we will delete the personal data no later than within 90 days, unless we are required by regulatory enactments to retain the personal data for a longer period. For example, we may continue to retain the personal data you have submitted if it is reasonably necessary to fulfil our legal obligations, resolve mutual disputes, prevent fraud or misuse, fulfil our contractual obligations, and/or protect our or third parties' legitimate interests.

4. Data Security

4.1. We use reasonable and appropriate organizational, technical and administrative measures to protect the confidentiality, integrity and availability of personal data, as required by applicable regulatory enactments.

4.2. All our authorized employees involved in the processing of personal data that you transfer to us are committed to confidentiality obligations and may not access or otherwise process your personal data without your permission, except for the purpose of providing our services to you.

4.3. In the event of a personal data protection breach, we will inform you in the manner prescribed by regulatory enactments and will provide reasonably expected assistance in relation to the investigation of the personal data breach and the notification of supervisory authorities and data subjects.

4.4. To the extent possible based on the nature of the personal data processing, we will assist you with appropriate technical and organizational measures to enable you to fulfil your obligations set out in regulatory enactments, for example, responding to requests regarding the exercise of data subject rights and/or reporting personal data protection breaches.

5. Audit of Data Processing

5.1. We agree, upon your request, to provide sufficient information to demonstrate compliance with the obligations contained in these Rules. If the information provided does not, in your reasonable opinion, provide sufficient evidence to confirm our compliance with these Rules, then we agree to allow and cooperate in data processing audits.

5.2. Such audits may be carried out by an independent third party with a good market reputation, experience and competence in conducting data processing audits, and approved by both you and us. Such an audit will be conducted at a time mutually agreed upon, within 2 (two) months from the moment you request the audit in writing. The auditor must sign a confidentiality agreement that includes an obligation not to disclose business or confidential information in the audit reports, and the report will also be provided to us. The audit will be performed on business days during our standard working hours, without affecting our business operations. You have the right to request an audit no more than once per calendar year. You are responsible for covering any costs associated with such an audit.

6. Applicable Law

These Rules are governed by the laws of the Republic of Latvia, and any claims or legal proceedings related to these Rules (including those arising from non-contractual disputes or claims) shall be brought before a court located in Riga, Latvia.

7. Changes

7.1. We may amend these Rules from time to time, for example, when we introduce new services or new features. The amendments to these Rules become effective and are applied from the moment they are published on this website.

7.2. We recommend that you check our website from time to time. By continuing to use our services or otherwise providing us with personal data after such amendments to the Rules, you agree to the amended Rules.