

Guidelines for data protection and messaging

These Guidelines for Data Protection and Messaging (hereinafter referred to as "**Guidelines**") set out terms and conditions adopted by **Start Promotion srl** (hereinafter referred to as "DATA CONTROLLER") in the services provided to:

- CLIENTS as contractual parties in agreements for the organization of events (hereinafter referred to as "**CLIENTS**");
- PRIVATE PARTIES or COMPANIES (hereinafter referred to as "**PRIVATE PARTIES**") directly requiring single services and/or events;
- TEACHERS/SPEAKERS as actuators of educational services (hereinafter referred to a "**SPEAKERS**")
- PROVIDERS as entities providing equipment and/or locations for event implementation (hereinafter referred to as "**PROVIDERS**")
- PARTNERS as other entities or individuals supporting activities involved in the event implementation (hereinafter referred to as "**PARTNERS**")

By using services provided by the DATA CONTROLLER, CLIENTS, PRIVATE PARTIES, SPEAKERS, PROVIDERS, PARTNERS accept and agree on the following Guidelines.

1. SCOPE, DEFINITIONS AND INTERPRETATION

1.1 These Guidelines are an integral part of the agreement between CLIENTS, PRIVATE PARTIES, SPEAKERS, PROVIDERS, PARTNERS and the DATA CONTROLLER and must be read together with the stipulated contract or framework agreement. Except where otherwise indicated, terms and conditions of the contract/framework agreement remain unchanged and in full force and effect. In case of discrepancy between these Guidelines and the contract/framework agreement, contents of these Guidelines shall prevail.

2. DATA PROTECTION

2.1 Each Party shall take all measures reasonably possible to protect personal data processed in the context of the contract/framework agreement (such as, for instance, information regarding an identified or identifiable individual) against the risk of loss or unauthorized access, use, cancellation and disclosure of data, and shall process personal data in such a way as to ensure adequate confidentiality and security, as required by relevant laws.

2.2 CLIENTS, PRIVATE PARTIES, SPEAKERS, PROVIDERS, PARTNERS acknowledge that they are responsible for the management and security of the personal data they store and process in the context of the contract / framework agreement. The DATA CONTROLLER acknowledges that it is responsible for the management and security of the personal data that it processes in the context of the contract / framework agreement. CLIENTS, PRIVATE PARTIES, SPEAKERS, PROVIDERS, PARTNERS will provide personal data to the DATA CONTROLLER only if such disclosure is permitted by relevant laws and functional to the management and implementation of the events covered by the contract / framework agreement; the DATA CONTROLLER will act as responsible of data management for all personal data that it will process. CLIENTS, PRIVATE PARTIES, SPEAKERS, PROVIDERS, PARTNERS will become responsible for the management of the personal data provided by the DATA CONTROLLER in any case in the provision of their services and in any other communication which is functional to the implementation of the events. Each Party will be solely responsible for the processing of personal data on its behalf, and on its behalf in accordance with the applicable laws on data protection. If required by relevant laws, the Parties shall cooperate in good faith and provide mutual assistance in the event the data subjects intend to exercise their right of access, data correction, deletion or portability, or in case competent authorities request a Party to demonstrate its compliance with the obligations to which the Party is subject.

2.3 To the extent that the DATA CONTROLLER processes personal data belonging to clients, participants, speakers, providers and partners outside the strict context of the events, for activities of reporting or communication to institutions/authorities, such data shall be processed in accordance with the Privacy Policy. As required by relevant laws, the DATA CONTROLLER guarantees that it has promptly and diligently informed its coworkers, speakers, and any other subjects (as well as obtained their consent, as required by current laws) that their personal data have been processed by CLIENTS, PRIVATE PARTIES, SPEAKERS, PROVIDERS, PARTNERS.

2.4 CLIENTS, PRIVATE PARTIES, SPEAKERS, PROVIDERS, PARTNERS will process personal data received from the DATA CONTROLLER as part of the services under the contract / framework agreement, exclusively to the extent necessary to provide their services for the implementation of the events, or under other written agreements between the Parties, in compliance with relevant laws and regulations, including (if applicable) Directives 95/46/EC and 2002/58/EC (and subsequent amendments or replacements) on the management of personal data and privacy protection, as well as in compliance with the EU General Regulation on Data Protection, or in case CLIENTS, PRIVATE PARTIES, SPEAKERS, PROVIDERS, PARTNERS have obtained explicit consent from the participants for any other uses of their personal data.

2.5 If CLIENTS, PRIVATE PARTIES, SPEAKERS, PROVIDERS, PARTNERS communicate, or intend to communicate, to partners, clients or other Parties (for instance, government and / or competent authorities for data protection) a personal data breach, i.e. any incident (either evident or suspected) that results in destruction, loss, alteration, disclosure, incidental illegal or unauthorized access or use of personal data, concerning personal data provided to CLIENTS, PRIVATE PARTIES, SPEAKERS, PROVIDERS, PARTNERS by the DATA CONTROLLER, if the DATA CONTROLLER is mentioned in the above communication, CLIENTS, PRIVATE PARTIES, SPEAKERS, PROVIDERS, PARTNERS must previously provide the DATA CONTROLLER, within the time limits established by law, with a draft of the communication and all related correspondence, and collaborate as far as reasonably possible with the DATA CONTROLLER with the aim of concluding the procedure and any subsequent communications between the parties and / or with the authorities. CLIENTS, PRIVATE PARTIES, SPEAKERS, PROVIDERS, PARTNERS acknowledge that the DATA CONTROLLER retains the right to voluntarily inform participants, speakers or coworkers of any similar data breaches.

3. MESSAGING TOOLS

The DATA CONTROLLER, from time to time and as part of the service offered to CLIENTS, PRIVATE PARTIES, SPEAKERS, PROVIDERS, PARTNERS, may make communications (by means of a service hereinafter referred to as "**Messaging Service**"), and process communications sent through the Messaging Service (hereinafter referred to as "**Communications**") in compliance with the Privacy Policy. With this document, CLIENTS, PRIVATE PARTIES, SPEAKERS, PROVIDERS, PARTNERS provide their consent and irrevocable and unconditional agreement to the management of communications by the DATA CONTROLLER and declare that they have promptly and diligently informed their employees, staff members and other individuals (as well as obtained their consent, as required by laws), of the use of the messaging service.

4. COMMUNICATION TOOLS

The DATA CONTROLLER will make communications to CLIENTS, PRIVATE PARTIES, SPEAKERS, PROVIDERS, PARTNERS concerning the provided services by means of a service hereinafter referred to as the "E-mail Service" and will process communications sent through the E-mail Service in compliance with the Privacy Policy. With this document, CLIENTS, PRIVATE PARTIES, SPEAKERS, PROVIDERS, PARTNERS provide their consent and irrevocable and unconditional agreement to the management of communications by the DATA CONTROLLER and declare that they have promptly and diligently informed their employees, staff members and other individuals (as well as obtained their consent, as required by laws), of the use of the E-mail service.