

## **TERMS AND CONDITIONS**

### **1. COPYRIGHT PROTECTION**

We kindly request you to help our companies and our publishers, who kindly adhered to this non-profit project, to protect the copyright of the tests you are going to submit to your patients. Therefore, we remind you that the following activities, included but not limited to the list below, are strictly forbidden and that, in case of violation, our companies - together with the publishers - will pursue any legal action to protect their rights according to the relevant applicable laws:

Reproduction, in whole or in part, of the submitted tests;  
Ideation and creation of derivative works from the tests;  
Illegal distribution of the tests.

In addition, we kindly request you to help us with your positive actions in order to prevent any copyright violation and to report us any potential copyright infringement by writing an email to [legaldepartment@giuntipsy.com](mailto:legaldepartment@giuntipsy.com).

### **2. PROFESSIONAL USE DECLARATION**

By accepting these terms and conditions you hereby declare, under your responsibility, that you are a qualified professional and that you have all the necessary qualifications and professional titles to submit the tests, according to international standards. Any unlawful use of the tests or false statement will be pursued according to the applicable law, the applicable deontological code and the international standards.

### **3. PRIVACY POLICY ACCORDING TO E.U. REG. 679/2016**

Giunti Psychometrics S.r.l. provides its customers with psychodiagnostics products of which it is the editor or licensed publisher, and therefore acts as Data Controller of the personal data of its customers as indicated in the dedicated privacy policy below, that we invite you to read it in full before submitting the test.

On the other hand, the customer (professional psychologist), who uses its platform, has the possibility to enter some personal information of his patients (*name, surname, age, gender, test result, etc.*). Such information are, especially for the name and surname of the patient, optional. The customer, as Data Controller of his patients' data can decide, whether to enter the information within the Internet Test platform.

We also would like to inform you that the platform provides the automatic generation of alphanumeric identification codes (pseudonymisation) that preserve the confidentiality of data (as a *default* security measure); the professional can decide whether to keep this security measure freely.

As Data Controller, the professional should proceed with the appointment of Giunti Psychometrics S.r.l. as data processor according to art. 28 GDPR through the following agreement that, by accessing to the platform and submitting the test, it is deemed accepted.

### **Appointment of the Data Processor Art. 28 of EU Reg. 679/2016**

The customer as data controller of his patients (Interested people), under the provision of art. 4 GDPR and art. 28 *GDPR*, has read and understood the terms and conditions for the use and security measures of the platform, and intends to entrust Giunti Psychometrics s.r.l with the processing operations necessary for the implementation of the psychodiagnostic test and the generation of reports using an algorithm, appointing the company as Data Processor (art. 28 GDPR)

### 1. Purpose of the processing

The purpose of the processing of personal data by the Data Processor is to perform the service connected to the appointment.

### 2. Obligations of the Processor

2.1. The Processor undertakes to process the personal data only for the purposes connected to the performance of the activities of the service and not for other aims in respect of the principles referred to in Art. 5 of the GDPR.

2.2. The Processor processes the data on documented instructions from the *Controller*, in particular the following:

2.2.1. *Security* –implement a security system that conforms to the technical and organizational measures referred to in Art. 32 Reg. EU 2016/679 and any other provision on such matters. The Processor shall also ensure the predisposition and updating of a security system that is able to respect the instructions and prescriptions referred to in Articles 32 to 36 of EU Reg. 679/2016 and assist the Data Processor to guarantee the latter’s respect of the obligations as provided in Art. 28 par. 3, letter f) of EU Reg. 679/2016;

In particular the Data Processor is obliged to:

- a) Adopt the measures that import the pseudonymisation and encryption of personal data or other forms of data protection suitable to the risks;
- b) Guarantee to have the structural, technical and organizational capacity to ensure on a permanent basis, the confidentiality, integrity, and availability of the processing systems;
- c) Constantly have and maintain the capacity to immediately recover availability and access of the personal data in case of physical or technical accidents;
- d) Adopt a procedure to test, verify and assess regularly the effectiveness of the technical and organizational measures in order to ensure the security of the data processing.

2.2.2. *Appointment of other processors* – the Processor may engage in turn, another subject as its own external Data Processor (sub-processor), who may process on its behalf also the personal data of the Controller.

*SubProcessors*: Amazon AWS as a server provider in Ireland.

2.2.3. *Subjects assigned and/or authorized to processing and obligation to confidentiality* – the Processor undertakes to identify and authorize those assigned with processing and provide them with the necessary instructions for correct, lawful, and safe processing to render these compliant with the operating instructions they are given, and the adoption of the technical and organizational measures needed to prevent possible data breaches. The Processor moreover ensures, that the persons authorized to process the personal data have committed themselves to confidentiality, or are under an appropriate statutory obligation of confidentiality, and the Processor and its collaborators shall maintain confidentiality of the personal data they may come to know about for all the activities they have been entrusted with by the Processor in the performance of their activities (Art. 28, par. 3, letter b) GDPR and Art. 29).

**2.2.4 Active reporting and assistance** – The Processor undertakes to place at the disposition of the Controller the information necessary to demonstrate compliance with the obligations referred to in Art. 28 of the GDPR.

**2.2.5 Data breach** – The Processor undertakes to immediately notify the Controller in case of breach of the data subjects' personal data as cited earlier, should such breach come about in its organisation/facility/IT system through a communication to the e-mail address of the Controller, with specifications of the presumed breach, data and time of the same, the place, and the data memorization instruments. Should such information not be known, the Processor shall report the data breach to the Controller at most within the next 48 hours;

Said communication will contain:

- a description of the nature of the personal data breach including, possibly, the categories and approximate number of data subjects in question and also of registrations of the personal data in question;
- the name and contact data of the Data Processor or of another contact point where more information can be obtained;
- the indication or the description of the probable consequences of the breach;
- the description of the measures adopted or which the Data Processor proposes to adopt to correct the personal data breach, and also, if it is the case, to alleviate the possible negative effects.

If there is no possibility to furnish information immediately, and to the extent in which there is none, the Data Processor undertakes to furnish the same information at a subsequent stage, taking care to comply with the terms prescribed by law.

**2.2.6 Erasure and return of data** – The Data Controller may in any time cancel the personal data processed using the appropriate command indicated on the platform. If the account is not used for more than two years, the data will be deleted by the Data Processor. Once the data has been deleted, it will not be possible to recover it.

**2.2.7 Register of processing** – The Processor likewise undertakes, wherever provided, pursuant to Art. 30 of EU Reg. 679/2016, to maintain a record of processing activities in written form and also electronic format, of all the categories of activities related to processing performed on behalf of the Data Processor.

**2.2.8 Appointment of the DPO (Data Protection Officer)** – The Processor has designated its own Data Protection Office (DPO) ex Articles 37-38-39 of EU Reg. 679/2016, the contact data of which are accessible on the site web [www.giuntipsy.it](http://www.giuntipsy.it).

**2.2.9 DPIA** – The Processor undertakes to verify at least annually or at every “change” of type of personal data processed, the application status of the norm in force on matters of personal data protection, and in particular the proper functioning and correct application of the safety measures adopted and/or implemented to this end, as also carrying out the PIA (Privacy Impact Assessment pursuant to Art. 35 Reg. EU) where provided.

### 3. Controller's Obligations

3.1 The Controller, for the correct performance of the processing, undertakes to:

- transmit to the Processor only the pertinent data and not excessive data, regarding the purposes for which they were collected, on a lawful basis;

- provide autonomously for all its own pending duties towards the data subjects (circular letters, collection, conservation and management of consent, archiving, etc.);
- supervise the processing, including the revisions and inspections by the Data Processor within the limits of the provisions of this norm and this agreement.

#### 4. Final norms.

Lastly, the parties mutually acknowledge that:

4.1 for all that has not been expressly indicated in this contract, reference shall be made to the norms of the European Regulation for the protection of personal data wherefore intended as transcribed and directly applicable for the parties concerning the role and responsibilities for the processing and the conferment of the assignment by the Data processor.

4.2. The Data processor declares to have received from the Processor the suitable circular letter relating to the processing of its personal data (art. 13 GDPR).

**Pursuant to art. 13 Regulation UE 2016/679 (General data Protection regulation) and the Italian Privacy Code, as amended by Legislative Decree 101/18, the Data Controller, informs you that the processing of your personal data takes place by reason of the contractual relationship established or established with it, as required by art. 6 paragraph 1 letter b) of the GDPR. In particular, the Data Controller provides you with the following information.**

#### Data Controller

The Data Controller is Giunti Psychometrics s.r.l. in the person of its pro-tempore legal representative, with registered office in Florence, Via Fra Paolo Sarpi, 7a, the e-mail address to forward any requests to the company or the DPO is: [privacy@giuntipsy.com](mailto:privacy@giuntipsy.com)

We inform you that for the forwarding of any communication and / or request it will be necessary to indicate the subject of the request, the data of the applicant (name, surname, e-mail address and / or telephone number where to be hired if necessary), in order to be able to process the request itself, as well as the consent to process any data contained in the communication.

#### Purpose, legal basis and necessity of the provision.

The purposes pursued by the Data Controller are:

- a) the conclusion and / or execution of the contract.
- b) send commercial communications, including profiled ones, with the consent of the interested party.

The legal basis of the processing referred to purpose a) is the fulfillment of a legal and / or contractual obligation pursuant to Article 6, paragraph 1, letters b) and c) of the GDPR; referring to purpose b) is the consent Article 6 paragraph 1, letters a) of the GDPR.

The provision of data is necessary for the pursuit of the purpose referred to in point a) and in the absence it will not be possible to execute the contract and / or provide for your request; for point b) is a faculty.

Giunti Psychometrics s.r.l also informs that during the operations to provide the service it may know personal information relating to subjects who are patients or interested in a treatment of the Customer, in this case Giunti Psychometrics s.r.l will act as the data processor art. 28 GDPR and will not use the data of the interested parties for any other purpose.

#### Data processing and transfer of data to third countries.

The data are processed by the Data Controller predominantly in an electronic format. Personal data, as well as any other information that can be directly or indirectly associated with your person, are processed by applying security, technical and organizational measures such as to guarantee a level of security appropriate to the risk, taking into account the state of the art and the costs of implementation or, where provided, security measures

prescribed by specific legislation by way of example and not limited to, measures issued by the Italian Authority for Privacy, regulations, provisions, laws.

Your data will not be processed or transferred to third countries (outside the European Union), if this becomes necessary, the Data Controller will take all the necessary precautions for safe and lawful processing.

### **Categories of Recipients.**

For the purposes referred to in point a) we inform you that your personal data may be processed directly by the owner and / or by the personnel specifically authorized and / or appointed by them, as well as by internal and external managers, all formally appointed / authorized by the owner himself. Furthermore, the Data Controller in execution of specific legal obligations may have to communicate to certain public or private subjects. Your data may also be intended for partners in the context of projects entrusted to you with the assignment.

### **Data retention**

Personal data processed for the purposes referred to in point a), above, will be kept for as long as necessary for the execution of the same and for the related legal obligations, therefore, will be kept in accordance with the Italian civil and fiscal regulations. Consequently, once the purpose has ceased, they will be kept for 10 years and then they will be canceled, except for events that interrupt the prescription. All except for interruption of the statute of limitations of the rights referred to in the Italian Civil Code. The consent can be revoked at any time and the processing carried out remains valid until such revocation.

### **Rights of interested parties**

The GDPR recognizes the following rights to the interested parties:

- access their personal data, obtaining evidence of the purposes pursued by the owner, the categories of data involved, the recipients to whom they may be communicated, the applicable retention period, the existence of automated decision-making processes, including profiling, and, at least in such cases, significant information on the logic used, as well as the importance and possible consequences for the data subject, if not already indicated in the text of this Notice;
- obtain without delay the correction of inaccurate personal data concerning you;
- obtain, in the cases provided for by law, the cancellation of data;
- obtain the limitation of the processing or to oppose it, when admitted on the basis of the legal provisions applicable to the specific case;
- in the cases provided for by law, request the portability of the data you have provided to the owner, ie to receive them in a structured format, commonly used and readable by an automatic device, and also request to transmit such data to another owner if technically feasible;
- where it deems it appropriate, lodge a complaint with the supervisory authority (art. 77).

Articles 15 - "Right of access by the data subject", 16 - "Right of rectification", 17 - "Right to cancellation", 18 - "Right to limitation of processing", 19 - "obligation to notify in case of rectification or cancellation of personal data or limitation of processing ", 20 - " Right to data portability ", 21 -" Right to object ", 22 -" automated decision-making process relating to natural persons, including profiling "of the GDPR within the limits and conditions provided for by art. 12 GDPR. To exercise these rights, it will be necessary to contact the Data Controller with a written request to the addresses indicated above.