

## **Personal Data Protection – Copyrights:**

The Contracting Parties mutually assure one another that they comply with the provisions of the laws governing the protection of personal data and that they particularly comply with the 2016/679 regulations by the European Parliament and Council (GDPR) and the provisions of the Information Act (2011/CXII) regarding information self-determination and information freedom.

In keeping with the legal regulations, each Party processes solely those personal data of the other Party's employees involved in the execution of the contract (including the contact persons whose task is to liaise between the Parties) that are necessary for the fulfilment of the present contract and with which either Party has legal obligations. Considering that the legal basis of the data processing is the execution of the contract and the condition that each Party shall meet their legal obligations, each Party must process the personal data during the terms of the contract and continue to do so for 5 years after its termination.

An employee of a given Party involved in the execution of the contract is not entitled to request the removal of his or her personal data from data processing – considering the legal basis of data processing – but he or she may ask that his or her data be corrected if these data have changed in the meantime.

Language School declares that, in the course of assessing students' needs, competency levels, and offering counselling as well as in the process of making the present contract and providing training services and other related services, it will process students' personal data, including information generated during the courses (e.g. attendance records and absences), and information regarding students' language competences, abilities, linguistic improvement and progress (placement or level test results, evaluations, and students' feedback.) It may happen that an instructional supervisor or the school's management will visit a particular class or, for the sole purposes of quality control, make an audio recording of the class with the following conditions:

- the audio recording may only be accessed by the Language School's instructional supervisor,
- the instructional supervisor must delete the audio recording within 48 hours of the completion of the didactic evaluation.

Customer expressly agrees to provide Language School with all student data (or any changes therein) required by the Adult Education Act prior to the start of the course. Only in possession of these data can Language School issue for Customer a declaration of compliance with the data protection regulations necessary for the accounting of the course.

Language school processes these personal data only to the extent that is necessary for meeting these goals:

- the data cannot be used by, handed over to, or sold to a third party without Customer's and/or Student's prior written consent.
- Language School uses, stores, and processes the personal data in a transparent manner;
- Language School, exercising due care and diligence, shall take the necessary technical and institutional steps to protect personal data and prevent unauthorized access to it, while making sure that its employees, partners, vendors, and teachers act similarly.
- Language School therefore shall enter into contract with its employees, partners, vendors, subcontractors, and teachers in accordance with the above and shall monitor the execution of its contracts;
- Language School's representative (level@berlitz.hu) shall be at the service of Customer and/or Student for them to be able to exercise their rights cited in 6.1., especially their right to access their data, amend incorrect data, or turn to the supervisory authority or Court with complaints.

Student's consent is not required for the disclosure of data to the authorities in charge of supervising educational services, to the statistical office (FAR report), or to Customer. The operators of the Data Disclosure System for Adult Education (FAR) will delete Student's unique personal identification data upon Student's express request or denial of consent (see Supplement 1.).

**Materials, trademarks, product designations, diagrams, illustrations, and symbols provided by Language School** are under copyright protection, and they must not be reproduced or used for business purposes, either partially or in their entirety, without the consent of Language School or the person(s) featured in them. In the case of any unauthorized use of materials, trademarks, product designations, diagrams, illustrations, or symbols Language School has the right to terminate the present contract with immediate effect and seek legal enforcement of its legitimate claims (including compensation for material damages).