



DiDb System

E-Card

User and Data Processing Manual

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1 PRESENTATION OF DiDb SYSTEM

The Driver Intelligence Database (hereinafter referred to as DiDb) is a preventive logistics security method and an international white list shared by logistics operators that aims to provide an active, up-to-date database service to companies using the system by identifying and monitoring drivers and continuously rating their performance by users; to reduce transport-related fraud and crime by increasing transport security, minimising the resulting stock losses and helping to avoid the threat of criminal groups specialising in transport.

The exclusive developer and operator of the DiDb system is **SECTRAN Kft.** (hereinafter referred to as SECTRAN).

The use of the DiDb system is governed by the following five documents, depending on who is using the service and the type of card (Physical Card or E-Card) used:

- General Terms and Conditions („GTC“)
- Incident Management Rules of the DiDb system („Incident Management Rules“)
- DiDb System User’s Manual („User Manual“)
- Manual of Data Control in the DiDb System („Manual of Data Control“)
- DiDb System E-Card User and Data Processing Manual („E-Card Manual“)

1.1 SCOPE OF DOCUMENTS

For ease of understanding, SECTRAN shows which services are covered by which documents:

	MANUAL OF DATA CONTROL	USER MANUAL	E-CARD MANUAL	INCIDENT MANAGEMENT RULES	GTC
USING DiDb SYSTEM WITH E-CARD			X	X	X
DiDb SYSTEM WITH PHYSICAL CARD	X	X		X	X
E-CARD MEMBERSHIP MANAGEMENT			X	X	X
E-CARD E-MEMBERSHIP MANAGEMENT			X	X	X
MEMBERSHIP MANAGEMENT WITH PHYSICAL CARD	X	X		X	X
E-MEMBERSHIP MANAGEMENT WITH PHYSICAL CARD	X	X		X	X

1.2 CONTENT OF THIS E-CARD MANUAL

While the rules for using the DiDb system with a physical card are set out in two separate documents (User Manual and Manual of Data Control- see 1.1), for ease of use and transparency, the rules for e-card users are published in one document.

The purpose of the *E-Card Manual* is to make the principles and the relevant data processing processes for the operation of the DiDb system more accessible and transparent. That is why the *E-Card Manual* is for all e-card DiDb members, DiDb users, DiDb operators and anyone interested. The *E-Card Manual* describes the process of using the DiDb system and provides information on the data processing that takes place when using the DiDb system.

Although the GDPR¹ does not explicitly stipulate an obligation for SECTRAN to create a data protection manual, considering Article 24(2) and Paragraph (78) of the Preamble, as well as the direction given by the Hungarian National Authority for Data Protection and Freedom of Information under case numbers NAIH/2018/1212/2/K and NAIH/2018/1594/2/K regarding the data protection reform, SECTRAN has elected to publish the data processing practices of the DiDb system in this *E-Card Manual*, in order to ensure the rights of the data subjects.

For drivers, this document also forms an integral part of the contract included in *Appendix No. 2*: it contains all the information that governs the contractual relationship between the driver and SECTRAN.

1.3 TARGET AUDIENCE OF THE E-CARD MANUAL

The E-Card Manual is designed and written for three stakeholder groups:

1.3.1 Stakeholder group 1: people interested in the service

The *E-Card Manual* describes the whole process of becoming a DiDb member and all the possible processes during DiDb membership. The *E-Card Manual* is, therefore, a useful resource for those who wish to become a DiDb member, providing them with all the information they need to make an informed decision on whether to apply for membership. Also useful for those who represent a legal entity that is considering becoming a DiDb user.

1.3.2 Stakeholder group 2: DiDb members

The *E-Card Manual* describes all the possible processes so that the DiDb member can read the *E-Card Manual* and become familiar with all the relevant processes.

1.3.3 Stakeholder group 3: DiDb users and DiDb operators

The *E-Card Manual* shows what tasks DiDb users and their designated DiDb operators can perform and what rights they have, so that this stakeholder group can be aware of all the processes they can perform, their requirements and their specifications.

¹ 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, and repealing Directive 95/46/EC (General Data Protection Regulation)

1.4 SCOPE AND PURPOSE OF THE E-CARD MANUAL

The scope of the *E-Card Manual* covers the processes in the DiDb system for using the DiDb system with an e-card, regardless of whether the driver already has an e-card. Thus, by creating and making available the *E-Card Manual*, SECTRAN aims to provide a complete description of the process of using the DiDb system with e-cards to all stakeholders.

The purpose of the *E-Card Manual* is also to demonstrate the data subject's right under Chapter III of the GDPR when using the DiDb system by defining the practical implementation of the principles of data protection and the procedures pursued by SECTRAN. The *E-Card Manual* specifies the personal data concerned by the processing, their source, the aims of, legal ground for and duration of the data processing, the names and addresses of the persons who may be involved in the processing and their activities in relation to the processing. The *E-Card Manual* is also considered as information provision under Article 13(1)-(2) and Article 14(1)-(2) of the GDPR, since it is available for all data subjects and contains all the information which shall be provided to the data subjects by SECTRAN as data controller.

In regard to the personal scope of the *E-Card Manual*, it applies to the data subject and to all persons who, through their legal relationship with SECTRAN and especially in capacities such as those granted by employment, data processing agreement or agency relationship, gain access to or take possession of personal data.

The temporal scope of the *E-Card Manual* shall extend from 1 March 2024 until withdrawal.

SECTRAN hereby states that it is a legal person registered and listed in Hungary, a Member State of the European Union. Considering that data subjects of the data processing activities are not exclusively Hungarian citizens, and that not only legal persons registered and listed in Hungary perform data processing activities as processors, respecting the redress and enforcement rights of all data subjects, SECTRAN states that its **main supervisory authority** under Article 56 of the GDPR **is the Hungarian supervisory authority, the Hungarian National Authority for Data Protection and Freedom of Information**. Naturally, the identification of the main supervisory authority does not result in the violation of data subjects' right under Article 77(1) of the GDPR, which means that any and all natural persons the data of whom are processed by SECTRAN continue to be entitled to lodge a complaint with a supervisory authority other than the NAIH – in particular in the Member State of their habitual residence, place of work or place of the alleged infringement.

2 TERMS

For ease of use, SECTRAN explains in this chapter the terms that are necessary to understand the contents of the *E-Card Manual*.

2.1 SPECIAL CONCEPTS RELATED TO THE USE OF THE DiDB SYSTEM

- **REQUESTER:** the legal entity that fulfils the requirements of *~GTC* meets the conditions to become a *~DiDb user* and wishes to become a *~DiDb user*; this status is maintained until the conclusion of the Individual Service Contract
- **BIDDER:** the legal entity that fulfils the requirements for *~Requester* and complies with the requirements of Clause 11.2 of *~GTC*
- **DiDB PRE-REGISTRATION:** the activity of the *~Client* whereby the data of the *~Interested Person* is uploaded to the *~DiDb system* by the *~Client* using the *~e-membership management* service element
- **DiDB USER:** contractual partner of *~SECTRAN*, which, by concluding the Individual Service Contract, uses at least one of the services included in Clause 8 of *~GTC*, can only be a legal entity; *~DiDb user* is primarily the manufacturer, the owner of the cargo, the supplier or transporter
- **DiDB TRANSPORT NUMBER:** the identification number automatically generated by the *~DiDb system* which is assigned after the *~DiDb card* is checked and the transport is started. This unique number identifies a transport registered in the *~DiDb system*
- **DiDB CARD:** the generic name for *~ Physical cards* and *~ E-Cards*, all *~ Physical cards* and all *~ E-Cards* are deemed to be such
- **DiDB CARD VERIFICATION:** the process whereby the driver uses a one-time code associated with their *~DiDb card* to enable verification of his data stored in the *~DiDb system*
- **DiDB CARD NUMBER:** a unique identification number generated during the registration or pre-registration of drivers registered in the *~DiDb system*. Its format: 111111/AB99-yyyymm, where the first six digits are the driver's *~DiDb membership number*, the next two letters indicate the driver's country of birth, 99 is a technical number and yyyymm indicates the year and month when the driver's enrolment to the *~DiDb system* was initiated
- **DiDB OPERATOR:** a natural person designated by the *~DiDb user*, who is bound by full confidentiality with the *~DiDb user* and who is authorised to use the *~DiDb system*
- **DiDB REGISTRATION:** the process whereby the driver becomes a *~DiDb membership* by signing the contract according to Appendix No. 2 in the *~ Sectran DiDb application* i.e. by accepting it
- **DiDB SYSTEM:** Driver Intelligence Database
- **DiDB MEMBER:** a driver registered in the *~DiDb system* with a unique *~DiDb card number* can only be a natural person
- **DiDB MEMBERSHIP NUMBER:** the first six digits of the *~DiDb card number*
- **DiDB SPOT CHECK:** a check whereby the *~DiDb operator* can obtain limited information about a driver's status and membership validity period in the *~DiDb system*
- **E-CARD:** an online PassCode-protected card for identifying the driver in the *~DiDb system* which is available through the *~Sectran DiDb application*
- **E-CARD MANUAL:** this document, the "E-Card" User and Data Processing Manual of the DiDb system
- **INTERESTED PERSON:** a natural person who wishes to become a *~DiDb member*
- **PHYSICAL CARD:** a plastic card owned by SECTRAN for the identification of the driver in the *~DiDb system* to which SECTRAN has been granted the exclusive rights of use for the entire duration of its *~DiDb membership*

- **FSC:** First Security Check for a *~DiDb member* who have completed *~DiDb pre-registration* and who is now in the *~DiDb system*; a data matching procedure for them, carried out by the *~DiDb operator* before the first pick-up of goods
- **TRANSPORT CATEGORY AND QUALIFICATION:** points will be awarded to drivers for each successful transport task. The following scores are assigned to each transport category:
 - o **domestic transport:** within the country of departure – 1 point
 - o **domestic high value transport:** *~domestic transport* that the operator considers to be high value – 2 points
 - o **international transport:** the destination is outside the country of departure – 3 points
 - o **international high value transport:** *~international transport* that the operator considers to be high value – 4 points

The maximum number of points that can be awarded in a calendar day is 5, regardless of the number of transports taken.

A driver who reaches 300 points automatically receives a star. The maximum number of stars available within the DiDb system is 5.
- **INCIDENT:** an event related to a transport task reported by a *~DiDb user* on the basis of the *~DiDb transport number*, *~DiDb membership number* or name, which involves a breach of the safe transport rules by the driver and/or non-compliance with the instructions for the work task, as well as any intentional or negligent conduct of a *~DiDb member* which causes material damage or is intended to cause material damage to persons involved in the carriage of goods.
- **INCIDENT POLICY:** a document published by *~SECTRAN* setting out the rules for the investigation of *~incidents*, which is the only basis for the temporary or indefinite exclusion of a *~DiDb member* from the *~DiDb system*
- **NAIH:** Hungarian National Authority for Data Protection and Freedom of Information
- **SECTRAN:** SECTRAN Kft., the exclusive operator and data controller of the *~DiDb system*
- **SECTRAN DiDB APPLICATION:** an application developed for smartphones and web interface that allows *~DiDb members* to access and use the *~DiDb system* and their *~E-Card*, and to finalise their *~DiDb registration*
- **CLIENT:** the name of the *~DiDb user* in the *~GTC*

2.2 SERVICES AND SERVICE ELEMENTS AVAILABLE IN THE DiDB SYSTEM

- **DIDB DATABASE SERVICE:** one of the services included in Clause 8 of *~GTC*, the conditional transfer of *~DiDb member's* data stored in the *~DiDb system*

2.2.1 Services where the actual activity is performed by the DiDb user

- **E-MEMBERSHIP MANAGEMENT WITH E-CARD:** one of the services included in Clause 8 of the *~GTC* a full membership management activity, including *~e-registration* by *~E-Card* and *~e-membership renewal* by *~E-Card*, performed by the *~DiDb user*
- **E-MEMBERSHIP MANAGEMENT WITH PHYSICAL CARD:** one of the services included in Clause 8 of the *~GTC* a full membership management activity, including *~e-registration* by *~Physical Card* and *~e-membership renewal* by *~Physical Card*, performed by the *~DiDb user*
- **E-MEMBERSHIP MANAGEMENT:** the generic name for *~e-membership management with E-Card* and *~e-membership management with Physical Card* services, its service elements are *~e-membership renewal* and *~e-registration*

- **E-REGISTRATION:** a service element of the *~e-membership management services*, the activity of the *~DiDb user* as described in Clause 8.3.1 of the *~GTC* during which *~pre-registration* takes place
- **E-MEMBERSHIP RENEWAL:** a service element of the *~e-membership management services*, the activity of the *~DiDb user* as described in Clause 8.3.2 of the *~GTC*, its purpose is to renew *~DiDb membership* every two years

2.2.2 Services where the actual activity is performed by SECTRAN

- **MEMBERSHIP MANAGEMENT WITH E-CARD:** one of the services included in Clause 8 of the *~GTC* a full membership management activity, including *~registration* by *~E-Card* and *~membership renewal* by *~E-Card*, performed by *~SECTRAN*
- **MEMBERSHIP MANAGEMENT WITH PHYSICAL CARD:** one of the services included in Clause 8 of the *~GTC* a full membership management activity, including *~registration* by *~Physical Card* and *~membership renewal* by *~Physical Card*, performed by *~SECTRAN*
- **MEMBERSHIP MANAGEMENT:** the generic name for *~membership management with E-Card* and *~membership management with Physical Card* services, its service elements are *~membership renewal* and *~registration*
 - **REGISTRATION:** a service element of the *~membership management* services, the activity of *~SECTRAN* as described in Clause 8.2 of the *~GTC*, its purpose is to create *~DiDb membership*
 - **MEMBERSHIP RENEWAL:** a service element of the *~membership management* services, the activity of *~SECTRAN* as described in Clause 8.2 of the *~GTC*, its purpose is to renew *~DiDb membership* every two years

2.3 SPECIAL TERMS CONCERNING DATA PROCESSING

The terms and their definitions used in the *E-card Manual* are the same as those defined in Article 4 of the GDPR.

3 THE RULES OF DATA CONTROL

As informational self-determination is a basic right of every natural person established in the Fundamental Law of Hungary, SECTRAN may only process data during its proceedings on the basis of effective legal regulations, especially:

SECTRAN shall control personal data only as specified in Article 6 (1) of the GDPR.

In addition to the rule set forth in the previous paragraph, SECTRAN shall control personal data [Article 9 (1) of the GDPR] only in accordance with the provisions in Article 9 (2) of the GDPR, or if conditions specified in the legal regulation established under Member State authorization by the GDPR are met.

Any personal data that SECTRAN processes shall remain personal data in the course of data processing as long as they concern identified or identifiable natural persons. SECTRAN shall consider a piece of data to be personal data if it has the technical means to identify the data subject from that piece of data. If data have been anonymized by someone (either SECTRAN or someone else) in a way that as a result of which the data subject cannot be identified or cannot be identified anymore, SECTRAN shall not apply the principles of data protection to the anonymized information. SECTRAN shall provide information on the time and means of data anonymization at the time of the specific process.

Through the publication of this *E-card Manual* SECTRAN shall inform the data subject about the purpose of data controlling, the legal grounds for such controlling, and the facts associated with data controlling as specified under Articles 13 and 14 of the GDPR.

SECTRAN shall make use of O&M, physical, IT and authorisation tools in order to ensure that no unauthorised person may gain knowledge of any personal data.

The employees of SECTRAN and the staff of any organisation involved in data processing, performing any part of the data processing operations, shall treat the personal data disclosed to them during the course of processing as confidential information.

4. THE DATA PROTECTION SYSTEM OF SECTRAN

Taking into consideration the company's characteristic features, the leading representatives of SECTRAN define the organisation of data protection and the sphere of tasks and authority for and in connection with data protection and appoint a person for the supervision of data control.

The employees of SECTRAN make sure during their work that unauthorised persons may not inspect personal data, and that the storage of personal data is carried out in such a way that they may not be accessible, identifiable, modifiable and destroyed by unauthorised persons.

The supervision of SECTRAN's data protection system is carried out by the CEO via a data protection officer appointed by him/her.

4.1. RESPONSIBILITIES OF CEO IN DATA PROTECTION

CEO of SECTRAN proceeds in his/her scope of duties:

- ensuring the conditions necessary for the data subjects to exercise their rights as specified under Article 6 below
- provision the resources in staff and equipment
- for the protection of personal data controlled by SECTRAN;
- elimination of shortcomings and illegitimate conditions disclosed during the inspection of data control, and initiating and conducting proceedings in order to establish personal liability;
- overseeing the work of the person responsible for data protection;
- launch an internal audit assessing data protection in case of necessity;
- submission the internal regulations of SECTRAN concerning data protection;
- in case of extremely severe violation of the law, the CEO, pursuant to the provisions of employment laws, shall initiate disciplinary action against the person who has processed personal data in a way that violated legislations.

4.2. RESPONSIBILITIES OF DATA PROTECTION OFFICER (DPO)

Data protection officer proceeds in his/her scope of duties:

- provision assistance in the enforcement of the rights of the data subject included in Chapter 6;
- submission of an annual report on the execution of SECTRAN data protection tasks for the senior officer until January 15,
- monitoring the observance of the present *E-Card Manual* at the individual organisational units;

- investigation of compliance with the legal provisions of the GDPR and other legislations, including compliance with the provisions of the *E-Card Manual* and the requirements for data security, and shall inform the CEO about the results of the investigation;
- monitoring the legislative changes concerning data protection, and if justified, initiates the modification of the present *E-Card Manual*;
- responding to any queries sent to SECTRAN by the supervisory authorities and in any procedures initiated by the supervisory authorities;
- submission a request towards the European Data Protection Board should an issue concerning data protection arise that cannot be addressed on the basis of statutory interpretation;
- investigation of any notification it receives; and if unauthorised data processing or its possibility is detected, the DPO shall request SECTRAN or the data processor to refrain from such practices;
- making recommendations for necessary steps to be taken based on the findings of the above investigations and on the reports submitted regarding violations of the data protection provisions;
- supervision of the completion of requests received from external organisations affecting personal data,
- ensuring that training is provided regarding data protection,
- active participation and assistance with making decisions regarding data processing,
- if requested, providing information on the issues of data protection to the associates of SECTRAN,
- commenting on sections of policies and procedures documentations to be published by SECTRAN that deal with the issues of data protection,
- performing the duties associated with data protection that legislations require them to perform.

In all cases, SECTRAN shall comply with Articles 37-38 of the GDPR when selecting the data protection officer, with the addition that SECTRAN excludes that a senior officer of SECTRAN may also be a data protection officer.

5 RULES OF DATA SECURITY

SECTRAN applies the following measures for the security of paper-based personal data:

- the data may be inspected by authorised personnel only and may not be disclosed to any other third party;
- the documentation is kept in a locked and dry room equipped with a fire- and property protection device;
- actively controlled documents may only be accessed by authorised personnel;
- SECTRAN's employee may only leave the room where data control is performed after locking up the data storage medium or locking the door of the room;
- when data control is finished, SECTRAN's employee must lock up the paper-based data carrier;
- should the data controlled on paper be digitalised, SECTRAN's rules for digitally stored documents become applicable

SECTRAN applies and guarantees the following measures for the security of personal data stored on computers or the network:

- the computers used during data control are owned by the company or the company holds proprietorship that complies with the full ownership of the device;
- data stored on the computers may only be accessed with a valid, personal and identifiable permission – at least a username and a password – and SECTRAN makes sure that the passwords are regularly changed;
- every computer record is traceable and stored in a log file;

- data stored on network servers (hereinafter: servers) may only be accessed with the necessary permissions and by appointed personnel;
- should the objective of data control be carried out and the time-limit of data control is over, the file containing the data is irrevocably deleted and the data is unrecoverable;
- regulates and publishes its processes for data processing and encryption protocols in a separate document on cloud servers for data storage;
- periodically saves active data from databases of personal data for the entire dataset;
- SECTRAN makes sure about continuous virus protection on the network where the control of personal data is carried out; prevents unauthorised access to the network with its available IT equipment.

6. EXERCISING THE RIGHTS OF THE DATA SUBJECTS

In the course of operating the DiDb system, SECTRAN controls personal data. According to Articles 15 through 21 of the GDPR, the data subjects have the following options to enforce their rights with respect to SECTRAN's control of their personal data:

- The data subjects may ask for information about how their personal data is controlled as specified in Article 6.1,
- ask for the rectification of their personal data as specified in Article 6.2,
- ask for the deletion of their personal data as specified in Article 6.3,
- ask for restrictions in controlling their personal data as specified in Article 6.4,
- ask for objection to controlling their personal data as specified in Article 6.5,
- exercise their right to the portability of their personal data as specified in Article 6.6.
- file a complaint or take legal actions as specified in Article 6.7.

Hereby in Article 6 of *E-Card Manual*, SECTRAN specifies the rights, obligations and procedural requirements of data subjects that allow them to exercise their rights.

SECTRAN shall always strive to provide information to the data subjects in a way that is as concise, transparent, understandable, easily accessible, clear and nontechnical as possible, while meeting the requirements set forth in the GDPR.

By default, SECTRAN shall provide all information to the data subjects in writing, which also includes information in electronic form.

If the data subject requests information communicated orally, then authorised representatives of SECTRAN can comply with this request once the data subject identifies herself/himself.

SECTRAN shall provide information to data subject only if authorised SECTRAN employee has verified the data subject's identity.

The identity of data subject is considered verified if:

- the data subject provides proof of identification to authorised SECTRAN employee as specified in current Hungarian legislations (by submitting documentation such as Personal ID card, passport, driver's licence, or other legally allowed documents),
- the data subject provides proof of identification to authorised SECTRAN employee as specified in legislations of the EU,
- the request of the data subject is known from earlier contacts made, arrives from an email address associated with the data subject,

- the request from the data subject arrives via a channel that is insured by SECTRAN, one that is not public and may only be used following appropriate identification of the data subjects.

SECTRAN does not accept verification of someone's identity via the telephone; for this reason, data subject may not initiate asserting her/his rights specified in Article 6 on the phone.

If the identity of the data subject is not verified, SECTRAN shall decline any request to assert rights regarding the data processing.

In case of a request regarding the data subject's rights specified in Article 6, SECTRAN shall send information to the data subject within one month of receipt of such request.

The request is considered received by SECTRAN if:

- the data subject discloses her/his request in person to the authorised employee of SECTRAN who will verify the subject's identity,
- a written request arrives officially to SECTRAN.

SECTRAN may extend this time period by a maximum of two months if the complexity of the request or the high number of requests being handled at the time makes this necessary.

SECTRAN shall send electronic notification to the data subject regarding the extension of the deadline within one month of the receipt of the request, including reasons for such delay.

If SECTRAN fails to take steps upon a request by data subject, then the data subject may exercise her/his right to appeal as specified in Article 6.7.

SECTRAN shall provide information and take measures in connection with the rights of the data subject free of charge.

The Data Protection Officer of SECTRAN is responsible for providing information and taking the necessary measures in connection with the rights of the data subjects.

The information provided under Section 6.1 shall contain in all cases information on the possibility to exercise further redress and enforcement rights of the data subject.

For further information on data subjects' rights related to the specific data, please check Appendix No. 7/A and No. 7/B.

6.1 INFORMING DATA SUBJECTS ABOUT THEIR CONTROLLED PERSONAL DATA

If the data subjects decide to exercise their access rights as defined in Article 15 of the GDPR, SECTRAN shall disclose the following in its response:

- the purpose(s) of data processing,
- the categories of personal data concerned,
- the recipients or categories of recipients to whom the personal data have been or will be disclosed by SECTRAN,
- the envisaged period for which the personal data will be stored, or, if it is not possible, the criteria used to determine that period,
- the procedures for exercising the right to rectification,

- the procedures for exercising the right to erasure,
- the procedures for exercising the right to restrict controlling,
- the procedures for exercising the right to object to controlling,
- the right to lodge a complaint with the supervisory authority,
- if the personal data is not collected from the data subject, then all available information as to their source,
- the existence of automated decision-making algorithms if the data controlling uses such systems, along with meaningful information on the logic applied.

This list corresponds to the information package as defined in Article 15(1) of the GDPR. Therefore, when providing this information, SECTRAN will always check whether there is a discrepancy between the currently applicable wording of Article 15(1) of the GDPR and the list above: if so, Article 15(1) of the GDPR will prevail.

In the course of providing the above information and upon request from the data subjects involved, SECTRAN shall provide a copy of the relevant personal data to the data subjects, unless the right to obtain a copy adversely affects the rights and freedoms of others.

None of the employees of SECTRAN shall provide information by phone regarding any particular personal data controlled by SECTRAN.

6.2 RECTIFICATION RIGHTS OF THE DATA SUBJECT

If the data subject requests rectification of his/her personal data and such personal data is available, SECTRAN shall rectify such personal data and inform the data subject about this fact as well as the date of rectification.

If the data subject requests rectification of their personal data, but the personal data to replace the already processed data is not available, then SECTRAN shall ask the data subject to provide the missing data.

6.3 ERASURE RIGHTS OF THE DATA SUBJECT

If the data subject exercises his right to erasure, SECTRAN shall erase the personal data so that they cannot be restored anymore. If the personal data cannot be erased from the data storage media, SECTRAN shall destroy the data storage media.

6.3.1 *General right to erasure*

- SECTRAN shall erase the controlled personal data without delay if one of the following conditions exists:
- The personal data are no longer needed for the purpose SECTRAN has been processing them, that is the DiDb member ceases to be a member for any reason
- the data subject successfully objects to the data processing in accordance with Section 6.5,
- SECTRAN is advised that the processing of such personal data does not follow legislations,
- personal data shall be erased in order to comply with a legal provision set forth in the EU or Hungarian law applicable to SECTRAN.

6.3.2 *Withdrawal of consent*

SECTRAN shall erase the controlled personal data without delay if the legal ground for data processing is the consent of the data subject [Article 6 (1) a) of the GDPR], and the data subject withdraws his consent.

SECTRAN states that although with the withdrawal of the consent, SECTRAN cannot process the data anymore, but the DiDb membership may be maintained in the absence of such data, therefore, the data may be provided again later based on the decision of the data subject. No disadvantages may arise from failure to provide data or withdrawal of the consent.

6.4 **THE RIGHT OF DATA SUBJECTS TO REQUIRE RESTRICTION OF DATA CONTROLLING**

The data subject may request SECTRAN to mark their personal data stored by SECTRAN with the purpose of restricting any future processing.

Upon receipt of such request by the data subject, SECTRAN shall restrict data controlling if one of the following conditions exists:

- the request of the data subject questions the accuracy of their personal data; in this case the restriction shall apply to the period of time needed for SECTRAN to verify the accuracy of such personal data,
- the controlling of the relevant data does not follow legislations, but the data subject objects to the erasure of his/her data, instead, he/she requests restriction of processing,
- SECTRAN does not need the personal data to be controlled any longer to achieve the objectives set forth prior to data controlling, but the data subject requests such data in order to file, assert or protect legal claims.

If SECTRAN restricts controlling of personal data, then during the period of restriction, such personal data may only be controlled with the approval of the data subjects, or in association with filing, asserting or protecting legal claims, to protect the rights of other natural or legal persons, or to ensure important public interests of the European Union or its member states.

The restriction does not apply to the storage of personal data as data controlling operation; such an operation must be carried out by SECTRAN even during the period of restriction.

When SECTRAN lifts the restriction on data controlling, SECTRAN shall, at the same time, send notification of this fact to the data subject who requested the restriction.

6.5 **THE RIGHT OF DATA SUBJECTS TO OBJECT TO CONTROLLING OF PERSONAL DATA**

Data subjects may only object to data processing operations the legal ground for which is the legitimate interest of the data processor or any third party in accordance with Article 6 (1) f) of the GDPR. Although the GDPR also gives the data subject the right to object to processing data on the legal basis of Article 6(1)(e) of the GDPR, SECTRAN does not process data on this legal basis. The GDPR also gives the data subject the right to object to processing data for direct marketing purposes, depending on the legal basis, but SECTRAN does not process data for such purposes.

In such cases, SECTRAN shall assess whether there are compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims.

During the assessment, SECTRAN shall review the interest assessment test supporting the data processing under Article 6 (1) f) of the GDPR, taking into account all important circumstances of the case related to the right enforcement subject to the objection, and create a summary thereof. The summary may not contain any data which may be considered personal data of the person exercising his right. The summary shall be prepared by the data protection officer.

If SECTRAN finds during the assessment, that the data processing activity is justified by legitimate reasons, it shall inform the data subject exercising their right to objection and may continue to process such data. In such cases, the objection of the data subject shall be considered invalid.

If SECTRAN finds during the assessment, that the data processing activity is not justified by legitimate reasons, it shall immediately terminate data processing. In such cases, the objection of the data subject shall be considered successful. However, SECTRAN informs all data subjects, that it has established its data processing system in a way that in its professional opinion, in the absence of all data processed on the legal ground specified in Article 6 (1) f) of the GDPR, the purposes of data processing may not be obtained. Therefore, if the data subject successfully objects to the data processing, upon erasure of the data, SECTRAN will erase all other data of the data subject related to his DiDb membership, considering that the purpose of the data processing may not be obtained with respect to the data subject in question. (Data processed on the legal ground under Article 6 (1) c) of the GDPR – data processing required by law – shall be exceptions to this rule, since they cannot be deleted within the deadline specified in the legislation.)

6.6 EXERCISING THE DATA SUBJECTS RIGHT TO DATA PORTABILITY

If the legal ground for any of the data processing activities detailed in Section 7 is a contractual relationship under Article 6 (1) b) of the GDPR, the data subject has the right to receive any of his/her processed personal data in a structured, widely used, machine readable format. SECTRAN shall comply with Article 6.6 as specified here primarily in .xml, .csv or .doc format, depending on the nature of the relevant personal data.

Data subject may further requests SECTRAN to transfer his/her personal data, if this is technically feasible, to another data controller clearly identified by the data subject.

6.7 LEGAL REMEDIES

In accordance with Article 77(1) of the GDPR, the data subjects may file a complaint with the supervisory authority regarding the data processing practices of SECTRAN. Regarding SECTRAN's centre of activity, the Hungarian supervisory authority for data processing operations, the Hungarian National Authority for Data Protection and Freedom of Information, is the main supervisory authority in accordance with Article 56 of the GDPR. The NAIH can be contacted at the contact details listed on www.naih.hu.

In accordance with Paragraph (1), Article 79 of the GDPR, data subject may take legal actions at the competent court of their permanent address or place of residence regarding any legal non-compliance during data processing by SECTRAN.

7 DATA CONTROL IN CONNECTION WITH THE OPERATION OF THE DiDb SYSTEM

In the course of operating the DiDb system, SECTRAN controls personal data of data subject. The main purpose of data controlling is the same for all data processing operations: **the operation of the DiDb system**. However, SECTRAN divided its data processing processes to sub-purposes, since not all processes are based on the same legal ground.

Therefore, in this Section 7, SECTTRAN specifies and explains all data processing activities with different purposes.

If the driver gets in contact with SECTTRAN by using the *E-Card membership management service*, the driver provides the data to SECTTRAN. In this case SECTTRAN obtains personal data necessary for data processing directly from the data subject, these process descriptions shall be considered provision of information to the data subjects under Article 13 of the GDPR.

However, in the case that the driver is pre-registered in DiDb by a partner using the *E-Card e-membership management service* authorised by SECTTRAN, SECTTRAN receives the personal data necessary for the processing from its partner; therefore, the parts of these process descriptions relating to these steps constitute provision of information under Article 14 of the GDPR.

7.1 INFORMATION CONCERNING THE DATA CONTROLLER AND THE PERSONS INVOLVED IN DATA PROCESSING

Name and contact details of the data controller:

Name of the controller: SECTTRAN
CRN of the controller: Cg.16-09-016061
Registered office of the controller: H-5008 Szolnok, Fazekas Mihály u. 42.
Email of the controller: info@sectran.eu
Contact of data protection officer: dataprotection@sectran.eu

Third parties included as data processors in the data processing activities of the data controller:

during the operation of the DiDb system, SECTTRAN cooperates with several partners. These partners may perform three tasks:

- they register drivers into the DiDb system and proceed their membership renewal
- -check the DiDb membership of drivers on-site by applying the DiDb system.
- - proceed first security check (*FSC*)

7.2 PRESENTATION OF THE PURPOSE OF DATA PROCESSING

PURPOSE OF PROCESSING PERSONAL DATA: operation the DiDb system

The main purpose of DiDb is to reduce the driver related risks and losses in ground transportation. By operating the DiDb system, SECTTRAN aims to reduce human factor risks in the supply chain by registering trusted drivers in the independent database of DiDb.

DiDb operated by SECTTRAN is neither a professional chamber, nor an union, membership is not obligatory for the drivers! SECTTRAN's mission is to decrease the number of crimes against or during ground transportation, which has been increasing every year. The DiDb system is a database registering qualified and supervised truck drivers and shared by the participants of logistics market. Naturally, it does not mean that only the members of DiDb are reliable. However, market participants may decide to become part of the DiDb system, and only appoint drivers who have satisfactorily proved during the years that they are in fact reliable.

Therefore, SECTTRAN states that drivers who are not DiDb members must not suffer any disadvantage or negative discrimination which may render their employment impossible.

However, DiDb membership may present several advantages to those who wish to become part of the system as drivers. In the system which is based on score collection, it can be monitored whether someone has in fact performed his work in a reliable manner, and the clients regularly provide feedback on the performance of drivers, thus contributing to the collective qualification of drivers registered in the database.

DiDb membership is based on the individual decision of vehicle drivers: whether they wish to become DiDb members or not. If yes, they shall conclude a contract with SECTRAN. A contractual relationship can be established directly with SECTRAN or with a partner using the E-Card e-registration service.

7.3 LEGAL GROUNDS FOR THE PROCESSING OF PERSONAL DATA

SECTRAN informs the data subject that the provision of the data required for the conclusion of the contract, as indicated in Appendices No. 7/A and 7/B of the *E-Card Manual*, is a prerequisite for the conclusion of the contract. If such personal data is not provided to SECTRAN, the contractual relationship cannot be concluded.

However, there are different legal bases for the data processing operations to achieve the data processing purpose for different operations:

7.3.1 Article 6(1)(b) of the GDPR: Establishment and performance of the contractual relationship between SECTRAN and the driver

The creation or maintenance of a DiDb membership creates a contractual relationship between SECTRAN and the driver, as the use of the DiDb system is the use of a service. By entering into a contract with SECTRAN, the driver also becomes a member of DiDb: however, if the driver's data are entered into DiDb during pre-registration, the period between the entry of the data into the system and the conclusion of the contract is the period of preparation of the contract.

The details of the contract are set out in this *E-Card Manual* and in the contract according to *Appendix No. 2*.

7.3.2 Article 6(1)(a) of the GDPR: consent of the DiDb member driver

During the operation of the DiDb system, some data are collected that allow for a more efficient communication between the driver and SECTRAN regarding the contractual relationship. For these data, it is entirely up to the DiDb member to decide whether or not to provide them: they will not be disadvantaged if they do not provide the data but will be more conveniently served according to their preferences if they do.

In the event that such data is entered into the DiDb system during an e-card e-registration, SECTRAN will consider that the data was recorded by the SECTRAN pre-registration partner with the consent of the driver, unless proven otherwise.

The driver can have the data processed on this legal base deleted from the system at any time, i.e. they can withdraw their consent to the processing of the data, and their membership status is not affected by the deletion of the data.

7.3.3 Article 6 (1) c) of the GDPR: Legal obligations concerning SECTRAN

For certain categories of data, the Hungarian law sets forth legal obligations for SECTRAN which may only be complied with the processing of such data. There are two categories of data concerned:

- accounting documents directly and indirectly supporting accounting in accordance with the provision of Section 169 (2) of Act C of 2000 on Accounting shall be retained for at least 8 years, in legible form, in a way retrievable based on accounting records. SECTRAN complies with this provision by keeping accounting documents for the end of 8th year after they are issued. Therefore, due to this requirement, data related to financial performance are kept regardless of the DiDb membership, considering that they are indicated on invoices.
- since SECTRAN's service for members is a service provided for natural persons, members may exercise their rights related to consumer protection. Section 17/A (2) of Act CLV of 1997 on consumer protection states with respect to the enforcement of consumer rights that the consumer may communicate his complaint to the business orally or in writing. However, in addition to natural persons, SECTRAN provides the right to lodge a complaint for its partners as well. Therefore, if a complaint is lodged, SECTRAN files it, and shall keep the minutes recorded in accordance with Section 17/A (7) of the Act and the copy of the response for five years.

7.3.4 Legal ground: Article 6 (1) f) of the GDPR

The processing of certain data indicated in Appendices No. 7/A and 7/B ensues from providing service, however it is the legitimate interest of SECTRAN and its partners involved in ground transportation. In order to achieve the purpose of operating the DiDb system, the processing of data categories specified there is absolutely necessary. In order to determine whether such data can be processed or not, SECTRAN performed a so-called interest assessment test, and found with respect to all data indicated so in the *E-Card manual* that they are necessary for the legitimate interests of SECTRAN and its partners related to the operation of the DiDb system and its purposes, and their processing does not result in the excessive restriction or violation of the interests, basic rights and freedoms of the members.

It is the legitimate interest of SECTRAN and its partners to employ reliable persons for the transportation of goods whose personal data are known to the freight operator and SECTRAN, who has no criminal record and with respect to whom it can be stated with a high level of confidence that they would not commit an act to the detriment of the beneficiaries of the transport. It is an overriding interest composed of several individual cases that DiDb system is able to fulfil its function for which it has been established: it aims to be the white list of reliable drivers, thus decreasing the number and volume of incidents incurring during ground transportation.

7.4 THE STEPS TO BECOMING A MEMBER

There are two processes to become an E-Card DiDb member:

- through e-card registration *or*
- e-card e-registration

There are two differences between the two processes, beyond which the process of becoming a member of DiDb is the same for drivers participating in the registration and e-registration process. Thus, the steps of becoming a member are described below. Where there is a difference between the two processes, attention is drawn to it.

7.4.1 Differences between e-card e-registration and e-card registration

Difference 1: the person who records the data

- e-card registration: the driver's data is entered into the system by a **SECTRAN employee**

- e-card e-registration: the driver's data is entered into the system by a **DiDb operator** authorised to record data

Due to the difference:

- in the case of e-card registration, the driver's data in the DiDb system comes directly from the driver, and they will, therefore, be informed of the data processing in accordance with Article 13 of the GDPR (*see Appendix No. 1*)
- in the case of e-card e-registration, the driver's data in the DiDb system comes from the DiDb operator, and the driver concerned will, therefore, be informed of the data processing in accordance with Article 14 of the GDPR (*see Appendix No. 1*)

Difference 2: authentication of the driver's identity

- e-card registration: given that the driver's data is entered into the DiDb system by a **SECTRAN employee** upon the driver's personal appearance, and the driver's identity is, therefore, authenticated by a SECTRAN employee on behalf of SECTRAN, **the driver entering the system is considered to be authenticated**
- e-card e-registration: given that the driver will not be met in person by any SECTRAN staff during the e-registration process, the driver will have to undergo an FSC; therefore, a **driver entering the system will only be considered as authenticated after a successful FSC**

Due to the difference:

- in case of e-card registration, the driver **can immediately become a DiDb member after successful registration** by signing the contract according to Appendix No. 2 using the Sectran DiDb app and thereby entering into a contract with SECTRAN
- in case of e-card e-registration, the driver **can only become a DiDb member after a successful FSC**

7.4.2 Recording the driver's data

Depending on the process, the driver's data are recorded in the DiDb system either by a SECTRAN employee or by a DiDb operator with data recording rights.

Regardless of the data recorder, the data to be recorded is the same for both processes. The person responsible for data recording records or may record data in the system in the following data categories:

- personal identification data necessary for the conclusion and maintenance of the contract (personal identification data)
- contact data
- financial data
- data for verification of authorised eligibility for the fulfilment of transport assignment
- data of the Official Certificate of Good Conduct

For a detailed description of the specific personal data belonging to data categories and the legal basis on which SECTRAN processes the data, please refer to *Appendices No. 7/A and 7/B*.

The phone number uploaded to the DiDb system must be authenticated using an OTP (One-Time Password) number sequence.

The authenticated phone number will receive a *registration code* after the end of registration or pre-registration. The registration code is not seen by the SECTRAN staff or the DiDb operator, as it is sent to the driver's telephone number.

*Please note, that the **registration code is valid within 30 days** after it was sent to the phone number, the membership process must be completed within this period, including the acceptance of the contract in the mobile application. If the membership process is not completed within 30 days, the process ends automatically and can only be continued by renewing the membership and requesting a new registration code!*

7.4.3 Frequently asked questions related to registration, pre-registration and the data to be provided

Why is it required to keep a record of the expiry date of all three personal documents?

Each document is concerned with different questions of authority:

- **ID card:** with an expired ID card, the driver may be stopped during a roadside check if he/she is not able to prove his/her identity with another document;
- **driving license:** with an expired driving license or expired category the driver may be stopped during a roadside check as he/she is officially ineligible to drive in traffic;
- **passport:** with an expired passport the driver may not enter destinations (or transit countries) which are outside of the Schengen Area

This information is crucial for the determination of certain routes. Each document provides authority for loading different types of freight.

What determines whether the name of the driver's mother or father is required by SECTRAN?

In certain European countries – unlike in Hungary – applicants must provide their father's name and not their mother's name; and there are other countries where none or both parents' name shall be provided. The data is required for the purpose of identification. The list showing the right categories for the citizenship is detailed in Appendix No. 5.

Why is it required to submit an Official Certificate of Good Conduct?

In order to start the assessment process of the membership application, the driver must submit a valid Certificate of Good Conduct to SECTRAN. Given that the DiDb is a database of reliable drivers, SECTRAN reserves the right to harmonise the admission of drivers to the database with the purposes of the system. The condition of the DiDb membership is clean criminal history, which is why admission is linked to a valid Certificate of Good Conduct. The character of legal relationship between SECTRAN and the drivers – as a result of the purpose of the DiDb system – is a confidential relationship, the foundation of which requires the clean criminal history of the driver. Only an Official Certificate of Good Conduct not more than 96 days old will be accepted as proof of no criminal record.

For which purpose SECTRAN uses the Certificate of Good Conduct?

As on basis of the legal relationship between SECTRAN and DiDb users (manufacturers, freight forwarders and carriers), SECTRAN only allows drivers in the DiDb database who are morally acceptable for the purposes of the DiDb-system, SECTRAN examines the Certificates':

- validity (in a way that is accessible for anyone);
- content on basis of the requirements of the registration.

Deadline for checking the Official Certificate of Good Conduct: max. 30 working days

How does SECTRAN handle the information included in the Certificate of Good Conduct?

Prior to processing being initiated, SECTRAN informs the data subject that the objective of the presentation of the Certificate of Good Conduct is to decide whether the applicant is worthy of the DiDb membership, so the provision of such data is indispensable for SECTRAN.

Who can access the personal data on the Official Certificate of Good Conduct?

SECTRAN or the DiDb operator may obtain the information contained in the Official Certificate of Good Conduct by examining the presented Official Certificate of Good Conduct and SECTRAN's manager of the Registration Department decides whether the applicant has indeed no criminal records, which is a prerequisite for registration.

Does SECTRAN store any data in connection with the Official Certificate of Good Conduct?

On basis of the legal relationship between SECTRAN and the users of the DiDb system, SECTRAN guarantees that it only allows the admission of applicants who comply with the prerequisites of the DiDb system.

In order to make sure that SECTRAN can prove that:

- the validity of the Certificate of Good Conduct during the registration process has been examined
- on the basis of which data it awarded the membership to the applicant during the registration process

SECTRAN records the following data along with the data required for maintaining the DiDb membership with the same method of storage and storage deadline:

- date of issue, date of submission, issuing authority of the Certificate of Good Conduct
- registration number of the Official Certificate of Good Conduct, if the relevant certificate has one,
- request identifier of the Official Certificate of Good Conduct, if the certificate is obtained through SECTRAN

According to GDPR, these data are not considered as sensitive personal data, as they are not criminal personal data.

Does SECTRAN store an electronic copy of the Official Certificate of Good Conduct?

Until eligibility for DiDb membership is decided yes, then no.

What happens to the candidate who is unable to submit a valid Official Certificate of Good Conduct in the course of the registration or pre-registration?

If, during the registration or pre-registration process, the driver does not have the above-mentioned Official Certificate of Good Conduct, they may present it in person or send it to SECTRAN by post as supplementing document. SECTRAN does not make a digital copy of Official Certificates of Good Conduct submitted as supplementing documents; it destroys the Official Certificate of Good Conduct following the decision-making process. An exception may be made if the applicant sends the Official Certificate of Good Conduct along with a stamped and addressed return envelope – in such cases SECTRAN returns the Official Certificate of Good Conduct in said envelope to the address specified.

A digital scan of a valid Certificate of Good Conduct as a supplementing document is not accepted by SECTRAN, as in this case no SECTRAN employee may be able to assess the visual and textual authenticity of the electronic copy, therefore it is not guaranteed that the electronic copy has not been modified until submission.

7.4.4 Registering for the Sectran DiDb app, signing a contract with SECTRAN

The driver can only sign a contract with SECTRAN through the Sectran DiDb app, by finalising their registration or pre-registration.

Access to the app is possible with the registration code and the membership number (generated during registration or pre-registration). After registration, both in the case of e-card registration and e-card e-registration, the driver has 30 days to accept the DiDb membership contract in the mobile application.

Within the **defined time limit**, SECTRAN will send three reminder emails to the driver's email address registered in the DiDb system. In the case of e-card e-registration the DiDb operator will also receive a notification if the driver he pre-registered has not accepted the contract.

The driver has the option to confirm his e-mail address in the mobile application, and henceforth use this e-mail address instead of the DiDb membership number when logging into the application.

7.4.5 Contract according to Appendix No. 2

The content of the legal relationship between SECTRAN and the driver is set out in a contract, which must be signed by the driver in order for the legal relationship to be valid. The terms of the contract are set out in Appendix No. 2. The contract has been translated by SECTRAN into the most commonly used languages by DiDb members, and the driver can choose from the available languages before signing the contract.

When signing the contract, the driver does not sign Appendix No. 2, but a separate document with the same content, which becomes the actual contract between SECTRAN and the driver.

With Appendix No. 2, SECTRAN fulfils its obligation under Section 6:78(1) of the Civil Code by providing the driver intending to enter into a contract with the contents of the Appendix prior to the conclusion of the contract.

SECTRAN will save the contract in pdf format at the time of signing and according to Section 6:82(1)(b) of the Civil Code, the driver who becomes a DiDb member can access it at any time using the Sectran DiDb app.

If the driver fails to sign the contract within the time available or expressly refuses to do so, the driver's details will be deleted and their DiDb membership will be changed to "dormant" status. Restarting the membership application (so called reactivation) may only be possible by recording the personal data again.

7.4.6 FSC (First Security Check)

FSC is only required for e-card e-registration. As previously mentioned, the FSC is required because the driver contracts with SECTRAN to use the DiDb system, but in the case of e-card e-registration, the driver does not meet the SECTRAN employee in person. SECTRAN has, therefore, introduced the "four eyes principle" to authenticate the driver's identity, which means that two independent DiDb operators must confirm the driver's identity independently of each other in time and geography.

The first such identification is carried out by the DiDb operator carrying out the e-registration, by providing the data they declare that the data recorded are correct, and that they have verified the identity of the driver on the basis of the data and documents available.

The second identification shall be carried out by the DiDb operator carrying out the driver's first DiDb transport pick-up. Identification must be carried out using two documents:

- (1) driving licence and
- (2) ID card or passport.

The driver has to present these two documents and the DiDb operator sets up in the DiDb system which documents the driver wants to be identified with. The DiDb operator is then shown only a fraction of the identifiers of the two documents. The DiDb operator must read the ID and complete the fragment with the data available. If the data provided during the e-registration and the FSC match, the identification is successful, and the driver's identity is considered verified by SECTRAN.

During e-registration and the FSC, DiDb operators have a civil and criminal responsibility to provide and record accurate data.

7.5 CONCLUSION OF LEGAL MEMBERSHIP

If, within the 30-day period, the driver with a verified identity signs a contract with SECTRAN using the Sectran DiDb app, a contractual relationship is established for the use of the service provided by SECTRAN, and the driver becomes a DiDb member. The conditions of membership thus created are:

- the legal relationship shall take effect upon signature of the contract according to Appendix No. 2,
- the legal relationship is established for a fixed term of **two years**,
- following the expiration of the fixed term, the driver may prolong their membership in accordance with the conditions under "Membership Validation".

7.5.1 Avoidance of duplication of membership

With the aim of avoiding the duplication of applications/registrations in the system as well as of avoiding the possibility for any abuse and misuse of personal data, a procedure called HASH is applied by SECTRAN:

A special HASH code is generated by using some personal data of the data subject given during the registration process. For the HASH code generation, a special math algorithm is used by SECTRAN. The code is unique and irreversible even if the algorithm generates the same HASH code by using the same personal data. It means that this code shall not be entitled as personal data and stored by SECTRAN in a separated database where no personal data may be linked to any person. In case of starting a new registration or pre-registration process a new HASH code is generated from the drivers data, this HASH code will be compared to the existing ones. In case of matching, the system warns the applicants that the registration or the pre-registration cannot be made and the application will be refused with the concerned personal data.

The HASH code is not considered personal data.

7.6 TERMINATION OF DiDB MEMBERSHIP

Membership shall cease at the end of the two-year period unless the driver renews it in accordance with 7.7.

The legal relationship due to DiDb membership may be terminated prior to expiry:

- by mutual consent between SECTRAN and the driver, according to the Membership Declaration specified therein;
- upon the termination of SECTRAN without a legal successor;
- upon the termination of the driver's capacity to act;
- upon the driver's death;
- if a new contract is concluded between the driver and SECTRAN by renewing the membership during the contract period;
- if SECTRAN unilaterally amends the E-Card Manual or the Incident Management Rules and the driver rejects the amendment;
- by termination with cause addressed by the other Party to the defaulting Party specifying the reasons for termination upon severe, repeated or willful misconduct, on the day of receipt.

7.7 THE RENEWAL AND REACTIVATION OF DiDb MEMBERSHIP

Membership can be extended for a further two years. Drivers may renew their membership up to 2 years after the expiry of their membership.

Membership renewal can be carried out by a SECTRAN staff member (membership renewal) and by a DiDb operator with the same rights (e-membership renewal).

In the course of the renewal process:

- all the driver's data are updated, new data (previously unspecified "optional data") may be recorded. Data recording is performed as per specified in the registration process. Invalid or incorrect data are permanently deleted.
- the driver has to submit a new (not older than 96 days) Certificate of Good Conduct. The Certificate of Good Conduct is managed as per specified in the registration process.
- after membership renewal, both in case of e-card membership renewal and e-card e-membership renewal, the driver has 30 days to accept the DiDb membership contract in the mobile application in order to continue his membership.

Should the driver fail to renew his/her membership within two years after the expiry date of the membership, all of his/her controlled personal data will be deleted from the DiDb system. The following data are excluded from erasure: date of DiDb registration, DiDb membership identifier, DiDb status, DiDb membership validity, DiDb qualifications (number of points and stars) and HASH code, which is not considered personal data. The driver's DiDb status will be changed to "Dormant" in the system and can be reactivated only by recording all the obligatory personal data again. Reactivation of membership may only be possible by recording the personal data again.

7.8 TIME LIMIT OF DATA STORAGE OF PERSONAL DATA

General deadline for data processing:

Data related to DiDb membership are stored as follows – regardless of the legal ground:

- for applicants who do not become members:
 - for individuals whose membership process is blocked at any step, their personal data will be stored by SECTRAN for a maximum of 30 days from the deadline for that step
- for applicants who become members:
 - termination of DiDb membership

Additional deadline for data processing:

- For data processed on the legal ground specified in Article 6 (1) a) of the GDPR, SECTRAN shall erase data before the general deadline if the data subject withdraws his consent for the processing [for more information see Section 6.3.2]
- SECTRAN shall store complaints received by SECTRAN, minutes recorded and the copy of the response for five years regardless of the DiDb membership in accordance with Section 17/A (7) of Act CLV of 1997 on consumer protection [hereinafter: Consumer Protection Act].
- SECTRAN shall retain accounting documents for 8 years after they were issued in accordance with Section 169 (2) of Act C of 2000 on accounting [hereinafter: Act on Accounting], and this provision is performed by SECTRAN by retaining such documents for the end of the 8th year after they were issued.
- In the event of an infringement of DiDb membership, resulting in civil, criminal or administrative proceedings, SECTRAN will process the data necessary for the proceedings until the rights and obligations arising from the proceedings have expired.

Rule concerning data not considered as personal data:

After erasure of personal data concerning the data subject by SECTRAN, it further processes data which are not considered personal data: date of DiDb registration, DiDb membership identifier, status in the DiDb system, DiDb membership validity, DiDb qualifications (number of points and stars) and HASH code. Such data related to the DiDb membership number are retained in order to ensure that the same membership number is not distributed for a second time. However, such data are not considered personal data, as there is no possibility to link them with identified or identifiable natural persons, and SECTRAN permanently terminates the link between the data and the data subject.

7.9 PLACE OF THE PROCESSING OF PERSONAL DATA

The place of the data processing is the head office of SECTRAN, but the data registration and checks during loading and unloading may also take place at the partners of SECTRAN.

7.10 PROCESSED PERSONAL DATA AND CATEGORIES

With *Appendices No. 7/A and 7/B* of the E-card manual, SECTRAN has prepared an easily understandable summary table which contains all data categories with other relevant information concerning the data.

7.11 THE RIGHTS OF DiDb USERS AND DiDb OPERATORS USING THE DiDb SYSTEM

SECTRAN may access and process all data in the system.

With regard to the data of drivers holding a DiDb e-card, DiDb users may have rights related to two types of service (the two are not mutually exclusive) under their contract with SECTRAN:

- Rights related to the DiDb database service
- Rights related to the DiDb e-card e-membership management service

7.11.1 Rights related to the DiDb database service

While providing the service, the service provider shall ensure the conditional transmission to DiDb users of the data of drivers registered in DiDb's online system with an individual membership number and their qualifications related to the performance of their transport tasks.

In this context, the DiDb user has the following rights:

Category of personal data	personal data		
	retrieval	recording	modification
<i>data for personal identification</i>	yes	no	no
<i>contact data</i>	no	no	no
<i>financial data</i>	no	no	no
<i>data for verification of professional competence for the fulfilment of transport assignment</i>	yes	no	no
<i>data for verification of authorised eligibility for the fulfilment of transport assignment</i>	yes	no	no
<i>data of the Official Certificate of Good Conduct</i>	no	no	no
<i>data connected to the fulfilment of transport assignment</i>	yes	yes	yes
<i>data of an extraordinary event related to the fulfilment of a transport assignment</i>	yes	yes	yes
<i>data in association with DiDb membership</i>	yes	no	yes

7.11.2 Rights related to the DiDb e-card e-membership management service

The purpose of the e-membership management service element is to enable the DiDb user who subscribes to it to pre-register a prospective DiDb member in the DiDb system and to renew the DiDb member's e-membership, in compliance with SECTRAN's GTC, but without the actual involvement of SECTRAN.

In this context, the DiDb user has the following rights:

Category of personal data	personal data		
	retrieval	recording	modification
<i>data for personal identification</i>	yes	yes	yes
<i>contact data</i>	no	yes	no
<i>financial data</i>	no	no	no
<i>data for verification of authorised eligibility for the fulfilment of transport assignment</i>	no	yes	yes
<i>data of the Official Certificate of Good Conduct</i>	no	yes	no
<i>data connected to the fulfilment of transport assignment</i>	no	no	no
<i>data of an extraordinary event related to the fulfilment of a transport assignment</i>	no	no	no
<i>data in association with DiDb membership</i>	yes	no	no

7.12 SPECIAL RULES FOR DATA CONTROLLING REGARDING EXTRAORDINARY EVENTS IN ASSOCIATION WITH DELIVERIES

If an extraordinary event (incident) occurs in association with the fulfilment of a delivery, any involved party (e.g. owner of the cargo, supplier, transporter, customer or appointed representatives of the above) may initiate the procedure concerning the extraordinary event. In this case, the person(s) specified in the user agreement of the DiDb-system and authorized to investigate extraordinary events shall enter data about the driver of the vehicle regarding the extraordinary event and its investigation within their own scope of interest.

7.12.1 Legal ground for data controlling

The legal ground for the controlling of such data is the legitimate interest of SECTRAN and its partners in accordance with Article 6 (1) f) of the GDPR: it is the basic concept of the DiDb system, that only drivers who comply with the conditions for membership continuously, and not only at the time of registration, may be members of the DiDb. Therefore, if as a result of the assessment of an extraordinary event, it is demonstrated that a driver is concerned, then SECTRAN may withdraw his DiDb membership. Detailed rules for the above are included in the Incident Management Rules which is available for applicants during the registration process and for members.

7.12.2 Result of investigation

If the investigation establishes that the driver concerned has not infringed the legitimate interests of SECTRAN or its partner, no breach of contract has occurred.

If during the investigation it is found that the driver has violated the legitimate interest of SECTRAN or its partner as specified in the Incident Management Rules, it shall be considered as material breach of contract. The extent of the material breach of contract is specified by SECTRAN in the Incident Management Rules, whereas legal consequences on the membership are detailed in Section 7.13.

SECTRAN is engaged to protect the privacy of data subjects, therefore, it includes the concerned driver in the assessment of the event in all cases. However the driver is not obliged to cooperate with SECTRAN during the assessment of the extraordinary event, but it is considered as a material breach of contract which results in the termination of his/her membership and shall result in an indefinite ban based on clause 7.13.1.

7.12.3 Rules concerning investigation documentation

At the end of each investigation process, SECTRAN composes the entire documentation into a digital file and assigns a digital connection code to the digital file. The connection code is the name of the member, the date of the decision in YYYY-MM-DD format (eg, 2020-01-01) and the DiDb membership number of the member. Apart from the digital file, SECTRAN will delete or destroy all documents available during the investigation.

SECTRAN is neither an investigation authority, nor a court, it may only make decision on the material breach of contract based on the data available at the time of assessment of the case. Since the material breach results in the exclusion of the member from the DiDb system as specified in Section 7.13, SECTRAN keeps all data related to investigations according to which the case is considered as material breach of contract. This is explained by the fact that even court proceedings may be initiated against the individual decision of SECTRAN, and SECTRAN may only prove the validity of its decision in an individual court proceeding if the data available at the time of the decision are still available during the court proceeding.

SECTRAN has an undeniable legitimate interest in having access to data in the course of legal proceedings, SECTRAN therefore applies the following time limits and procedures for data controlling:

A) Result of the investigation: no breach of contract

The file will be kept by SECTRAN until the limitation period for claims for legal enforcement in connection with the decision – as it is specified in Act V of 2013, Article 6:22 of the Civil Code in force in Hungary. (1) - (2) – until the end of the fifth year from the date of the decision.

B) Result of investigation: definite exclusion

In the case of a definite exclusion, the DiDb member may not regain its "approved" status in the DiDb system for the period of time specified in the decision, so the decision may have an effect on the driver until the end of the definite exclusion. Therefore, SECTRAN files the case - in accordance with the Act V of 2013, 6:22. (1) of the Civil Code in force in Hungary regulating claims for legal enforcement or remedy - until the end of the fifth year following the expiration of the exclusion.

C) Result of investigation: indefinite exclusion

Considering that as a result of an indefinite exclusion, a member will never be able to regain his or her "approved" status in the DiDb system, the decision may have an impact on the driver at any time in the future.

However, according to SECTRAN's privacy point of view, it does not justify the possibility to store the file of all cases closed with a decision for exclusion based on chapter 7.13.2. without time limitation, as SECTRAN recognizes that not all of its individual decisions will be subject to legal remedy.

Data processing based on the possibility of an eventual legal proceeding which may conditionally occur would be data processing activity without an actual purpose, therefore, it would be unlawful.

However, given that SECTRAN's decision may be subject to a legal remedy risen by the data subject at any time, it is the legitimate interest of SECTRAN that the file should be available in any legal proceedings.

Therefore, SECTRAN applies the following solution:

C1) SECTRAN saves the digital files of all cases that result in a decision in a given calendar year on a password-protected digital medium. On the digital medium, each case file is stored in a separate folder protected by a unique password.

C2) SECTRAN places the digital medium prepared according to C1) in an envelope, seals it and affixes a security sticker to the envelope. The envelope sealed with a security sticker will be placed in SECTRAN's own safe. The sealed envelope containing the medium will be marked with the number of the calendar year (e.g. 2021) and the word "incidents".

C3) SECTRAN shall place the passwords for the folder system or digital storage medium prepared in accordance with C1) in separate envelopes and affix a security sticker to each envelope. Envelopes with a security sticker are stored by SECTRAN in such a way that the envelopes can only be accessed by means requiring some form of identification (e.g. knowledge-based identification) and cannot be placed in the vault containing an envelope according to C2). The sealed envelopes containing the passwords for the folder system will be marked with the case number of the incident.

C4) The envelope under C2) and the envelope under C3) relating to the case will be opened by SECTRAN only and exclusively for the purpose of legal proceedings and for the enforcement of legal claims. They must be opened in the presence of a three-member committee, which must check that the envelopes are intact. The presence of the committee, the absence of damage to the envelope and the fact of opening must be recorded in the minutes.

C5) For resealing the digital storage medium and password from envelopes opened according to C4), steps C1)-C3) shall apply, except that the password of the medium and folder must be changed before the envelopes are re-closed.

7.13 MATERIAL BREACH OF CONTRACT – EXCLUSION OF A MEMBER FROM DIDB-SYSTEM

If a member is found to have behaved in a manner that endangers the purposes of the DiDb-system, has violated the legitimate interests of SECTRAN and / or its partners, the member's membership shall be terminated and member shall be excluded.

7.13.1 Definite or indefinite exclusion

Depending on the severity of the breach of contract, the exclusion may be for a definite or an indefinite period. The detailed rules on which conduct results in what type and length of exclusion are included in the Incident Management Rules.

Ban for a definite period shall mean that SECTRAN excludes the member from the system for a definite period defined in years in accordance with its Incident Management Rules. In this case, the member's membership status will change from approved to **excluded for a definite period**, but the contractual relationship between SECTRAN and the driver will not be terminated, as the member may re-register in the system after expiry of the definite period.

It shall be considered as indefinite exclusion, if the conduct serving as a basis for exclusion is so serious that the member will never be able to get their approved status back in the system, the exclusion will be permanent and the membership status will change to **indefinitely excluded**. In such a case, the contractual relationship between SECTRAN and the driver shall be terminated, of which SECTRAN shall notify the driver in writing, stating the reason for termination.

Considering that the DiDb is not an obligatory professional chamber, and anyone can work without being a member of the DiDb as vehicle driver, and DiDb is a system operated by not a public, but a private economic operator, SECTRAN reserves the right to exclude drivers who engage in seriously abusive behaviour from using its services indefinitely.

There are several examples to the above in Europe, such as:

- European football clubs may permanently exclude supporters from their stadiums who engage in a racist or otherwise violating activity,
- in certain countries, people who engaged in an activity beneath the standards of the building of the Parliament may be excluded from the building of the Parliament forever,
- European airlines may exclude passengers who cause any disturbances at their flights from their flights forever.

7.13.2 Remedies against an exclusion

If the DiDb member disagrees with the outcome of the procedure set out in Clause 7.12, they have the right to request that the procedure be re-conducted.

The result of this procedure may be as follows:

A) Result of the new procedure: no breach of contract

In the event that new information has come to light which subsequently changes the assessment of the incident, or if such relevant information was not considered in the original procedure, SECTRAN may decide in the new procedure to restore the status of the DiDb member to **approved**.

B) Result of the new procedure: breach of contract

If the new procedure also leads to a decision that a breach of contract has occurred SECTRAN will permanently *expel* the DiDb member from the DiDb system (regardless of whether the sanction in the first procedure was a definite or indefinite exclusion).

7.13.3 Processing of the data of excluded and expelled persons

SECTRAN will delete any personal data that it is not legally obliged to keep after a member has been banned or excluded from the DiDb system.

However, in order to prevent re-registration of the member, and ensure that their personal data are not processed by SECTRAN, it applies the HASH code detailed in Clause 7.5.1. The HASH code of the banned member will be marked as "excluded" or "expelled" by SECTRAN, in order to prevent the excluded or expelled member from re-registering in the future. However, in order to protect the privacy of the excluded member, if they try to register, the person registering will only receive a message that re-registration in the DiDb system with such data cannot be performed, but the actual reason for this will not be explained by the system.

In the case of members excluded for a definite period, SECTRAN assigns the indication "excluded" to the HASH code of the person in question, and after expiry of the deadline, the indication "excluded" will disappear from the HASH code, and the banned member may re-register or re-validate.

In the case of members excluded for an indefinite period, SECTRAN assigns the indication "excluded" to the HASH code of the person in question without a deadline, and the excluded member may not register or validate again.

In the case of expelled members, SECTRAN assigns the indication "expelled" to the HASH code of the person in question without a deadline, and the expelled member may not register or validate.

APPENDIX NO. 1: PRIVACY STATEMENT

The GDPR requires that each communication to the data subject must meet four conditions: it must be concise, transparent, intelligible and easily accessible. In this E-Card Manual, we have tried to ensure that the language and readability of the entire data management process is transparent and intelligible. As the document is publicly available to anyone, it is easily accessible. However, given the complexity of the processes involved, the document is voluminous; therefore, although it complies with Articles 13 and 14 of the GDPR, it cannot be called concise in its overall content. Therefore, for ease of use, we have also prepared an abbreviated privacy statement, with bullet points showing where each piece of information can be found in the E-Card Manual. SECTRAN is implementing the GDPR's requirement for conciseness with this document.

Name, contact information of data controller

SECTRAN Kft. *(see 7.1)*

Data protection officer contacts

See *Appendix No. 3.*

Subject-matter of data processing

Driver Intelligence Database (DiDb)

Scope of data subjects

Vehicle drivers applying for or holding DiDb membership are the data subjects.

Purpose of data processing

The operation of the DiDb system *(see 7.2)*

Legal basis of data processing and preliminary information

In the process, SECTRAN carries out data processing on several legal bases, the legal bases are described in *Clause 7.3* and the application of the legal bases to specific data is described in *Appendix No. 6.* In the case of data processed pursuant to Article 6(1)(f) of the GDPR, the legitimate interests underlying the processing are set out in *Clause 7.3.4.*

Categories of processed data, source of data:

For E-Card e-registration, see *Appendix No. 7/A.*

For E-Card registration, see *Appendix No. 7/B.*

Data processing

Pursuant to relevant laws, SECTRAN may contract data processors for data processing. For a list of data processors see *Appendix No. 4.*

Duration of data processing, data deletion deadline

See *Clause 7.8* for the basic principles on the duration of data processing and see *Appendices No. 7/A or 7/B* for the specific duration for each data item.

Data security measures

See *Clause 5.*

Rights of the data subject relating to the processing of their personal data. Enforcement and remedies

The enforcement and remedy possibilities of the data subject and the procedural rules relating thereto are set out in *Clause 6*.

SECTRAN further informs the data subjects that:

- to become a member of DiDb, a contractual relationship (*see 7.3.1*) must be established between the driver and SECTRAN; therefore, if the driver does not wish to provide the data necessary for the establishment of the contract or deletes them from SECTRAN's data processing, the contract will not be established or will be terminated as a result of the foregoing,
- SECTRAN will not transfer data stored in the DiDb system to third countries or international organisations
- SECTRAN will not carry out any automated decision-making or profiling, as data relating to the assessment of a DiDb member does not constitute profiling

APPENDIX NO. 2: TERMS OF CONTRACT FOR DRIVERS ON ESTABLISHING AND MAINTAINING MEMBERSHIP IN THE DIDB DATABASE

These terms and conditions are unilaterally determined in advance by SECTRAN Kft. for the purpose of concluding several contracts, without the involvement of the other party and without individual negotiation by the Parties, and the conclusion of the contract is made electronically, therefore these terms and conditions are considered general terms and conditions.

1. CONTRACTING PARTIES

SECTRAN, the exclusive operator of the DiDb (Driver Intelligence Database, hereinafter: DiDb) system, and any driver who is a natural person, has the capacity to act, and wishes to establish and maintain a DiDb membership for a limited period.

2. SUBJECT-MATTER OF THE CONTRACT

One type of services provided by SECTRAN is the registration of drivers as members in the DiDb database. The basic aim of the DiDb system and the associated online database is to reduce human factor risks and losses for companies using the DiDb system by registering in a common database the drivers who carry out domestic and international goods transport, identifying them before they carry out their transport task and continuously qualifying the work they perform, as well as to gain widespread appreciation for the drivers who are trusted by DiDb and who carry out their work conscientiously. SECTRAN draws the attention of the drivers to the fact that DiDb is neither a professional chamber, nor a union, membership in it is not obligatory! Before concluding the contract, the driver is free to consider whether it wishes to become a member of the DiDb database and benefit from the advantages it offers. The driver and SECTRAN may decide to conclude a contract with each other within the framework of the freedom of contracting expressly acknowledged by the driver.

3. DOCUMENTS PERTAINING TO THE CONTRACT

By concluding the contract, the driver expressly accepts that the following documents form an integral part of this contract:

- DiDb e-card user and data processing manual (hereinafter referred to as the "*E-card manual*")
- Incident Management Rules of DiDb system

The current versions of both documents are available on the website didb.eu. SECTRAN reserves the right to amend these documents unilaterally, but it shall notify the driver 30 days before the amendment takes effect. No legal statement is required to accept the amendment, thus unless the driver expressly states his/her refusal to accept the amendment within the 30-day deadline, SECTRAN will consider the amendment accepted.

The driver shall be deemed to have refused the modification if he/she declares an intention to terminate the contract within this 30-day period.

4. DATE AND FORMALITY OF THE CONTRACT TAKING EFFECT

The contract is concluded on the basis of the voluntary decision of the parties. A contract may be concluded with SECTRAN by any driver whose identity is certified.

The contract is concluded at the moment when the driver declares by way of the SECTRAN DiDb mobile application (hereinafter: "Application") that he/she has accessed the following:

- content of the *E-card manual*,
- content of the document entitled Incident Management Rules of DiDb system,
- content of this contract,

and accepts the above as binding on him/her. By making the statement, the driver becomes a member of DiDb or, in the case of an existing membership, his/her membership is extended.

The contract is considered to be made in writing according to section 6:7 (3) of the Civil Code in force in Hungary, as a contract concluded electronically is suitable to:

- reproduce in unchanged form the content of the contract,
- identify the persons who concluded the contract,
- identify the date of concluding the contract.

These conditions are fulfilled by this contractual relationship in such a way that one of the contracting parties is always SECTRAN, while the other contracting party is the driver with a certified identity, and the conclusion of the contract and the acceptance of the contractual conditions is only possible by using the Application linked to the person. The Application will record the date of acceptance of the contractual terms and conditions, as well as the version number of the E-card manual on the basis of which the acceptance was made.

5. TERM OF THE CONTRACT

The contract is concluded for a fixed term of two years.

6. TERMINATION OF THE CONTRACT

The contract will terminate by the expiry of the fixed term. As the contract is for a fixed term, it cannot be terminated by ordinary notice.

The contract however shall be terminated prior to expiry of the fixed term in the following cases:

- by mutual consent between SECTRAN and the driver, according to the terms and conditions specified therein;
- upon the termination of SECTRAN without a legal successor;
- upon the termination of the driver's capacity to act;
- upon the driver's death;

- if a new contract is concluded between the driver and SECTRAN by renewing the membership during the contract period;
- if SECTRAN unilaterally amends the E-Card Manual or the Incident Management Rules and the driver rejects the amendment;
- by termination with cause addressed by the other Party to the defaulting Party specifying the reasons for termination upon severe, repeated or willful misconduct, on the day of receipt.

7. FEES

The service provided by SECTRAN is subject to a fee, the fee for which is set out in the Price List published on www.didb.eu. In the case of pre-registration or registration prior to the conclusion of a contract, as well as in the case of renewal of a membership subject to a fee, the driver must declare whether the fee is to be paid by the driver or by someone else (e.g. an employer).

8. LIABILITY

By entering into the contract, the driver acknowledges that he/she is fully liable under civil and criminal law for the data he/she provides. If the data have not been provided by the driver to SECTRAN but have been uploaded to the DiDb system by a third party, the driver acknowledges under penalty of perjury, by entering into the contract, that the driver's data have been verified by the driver and found to be correct.

SECTRAN draws the attention of the driver intending to sign up for a contract to the fact that if he/she intentionally provides false data to the DiDb administrator or SECTRAN during the pre-registration or registration process, it may even count to committing a criminal offence.

9. DATA PROCESSING

In the contractual relationship between SECTRAN and the driver, SECTRAN informs the driver on the data processing to be carried out as follows:

Data controller: SECTRAN Kft.

Data protection officer contact: dataprotection@sectran.eu

Scope of data subjects: the drivers

Purpose of data processing: operation of the DiDb system

Legal basis of data processing and preliminary information: SECTRAN shall process the driver's personal data primarily pursuant to Article 6 (1) (b) of the GDPR for the purposes of establishing and maintaining the contractual relationship set up by this contract. However, SECTRAN shall process certain personal data on the basis of Article 6 (1) (a) (consent of the driver), (c) (performance of a legal obligation) and (f) (legitimate interests of its own and its contracted partners) of the GDPR. Detailed rules on data processing are set out in the E-card manual:

- the legal bases are presented in [Section 7.3](#).
- in the case of data processed pursuant to Article 6 (1) (f) of the GDPR, the legitimate interests underlying the processing are set out in [Section 7.3.4](#).

Categories of processed data:

SECTRAN shall process the following categories of data about the driver in connection with DiDb membership:

- personal identification data necessary for the conclusion and maintenance of the contract (personal identification data)
- contact data
- financial data
- data for verification of authorised eligibility for the fulfilment of transport assignment
- data of Certificate of Conduct (CR)
- data related to the transport assignment
- data concerning complaints
- data connected to extraordinary event during the fulfilment of transport assignments
- data in association with DiDb membership

A list of the specific data included in the categories is set out in *Annexes 7/A and 7/B* of the E-card manual.

Source of personal data:

E-card registration is carried out by a SECTRAN employee, the source of the data is the driver, who provides the data directly to SECTRAN.

In the case of e-card e-registration, the registration is carried out by a SECTRAN contracted partner, who provides SECTRAN with the driver's data. In this case, the source of personal data is SECTRAN's contracted partner.

Data processing

Pursuant to relevant laws, SECTRAN may contract data processors for data processing. The list of data processors can be found in *Annex 4* of the E-card manual.

Duration of data processing, data deletion deadline

Personal data will be stored by SECTRAN for 2 years from the date of termination of membership. Certain personal data are stored for a different period of time for the purposes of its legal obligations or the enforcement of legal claims and are listed in detail in *Annexes 7/A and 7/B* of the *E-card manual*.

Data security measures

SECTRAN has implemented data security rules in accordance with Article 32 of the GDPR to protect personal data.

Rights of the data subjects relating to the processing of their personal data. Enforcement and remedies

SECTRAN informs the driver that he or she may request access to, rectification, erasure or restriction of the processing of personal data concerning him or her, object to the processing of such personal data and exercise his or her right to data portability. If the driver has provided data that is not required for concluding the contract and the legal basis for the processing of the data was the

driver's consent, he or she may withdraw that consent at any time. However, such withdrawal shall not affect the lawfulness of the processing carried out on the basis of the consent before its withdrawal.

SECTRAN further informs the data subjects that:

- to become or remain a member of DiDb, a contractual relationship must be established between the driver and SECTRAN, therefore if the driver does not wish to provide the data necessary for the establishment of the contract or deletes them from SECTRAN's data processing, the contract will not be established or will be terminated as a result of the foregoing,
- SECTRAN will not transfer data stored in the DiDb system to third countries or international organisations
- SECTRAN will not carry out any automated decision-making or profiling, as data relating to the assessment of a DiDb member does not constitute profiling

By entering into the contract, the driver also declares that he/she is aware of the conditions of data processing and enters into the contract with this information in mind.

10. MISCELLANEOUS, GOVERNING LANGUAGE

This contractual relationship shall be governed by Hungarian law irrespective of the nationality of the driver. This is accepted by the driver by concluding the contract. Terms and conditions not covered by this document are governed by Hungarian law, primarily the provisions of the Civil Code.

The present contract is concluded in the language used in the contract, but SECTRAN draws the driver's attention to the fact that the documents set out in Section 3 are only available in Hungarian and English. By signing the contract, the driver accepts this and declares to be aware that these documents also contain binding rules for the contractual relationship that will be established.

Dated: the date of signature of the contract, which is recorded in the metadata of the pdf file.

APPENDIX No. 3: ON THE APPOINTMENT OF THE DATA PROTECTION OFFICER OF SECTRAN

In order to ensure data subjects' rights, SECTRAN appointed a data protection officer, whose name it reported to the supervisory authority in accordance with Article 37(7) of the GDPR.

Data protection officer contact details: dataprotection@sectran.eu

APPENDIX NO. 4: LIST OF DATA PROCESSORS INVOLVED IN THE USE OF THE DiDb SYSTEM

The list of DiDb users and SECTRAN partners may be subject to change due to contractual liberty; in each case, we will identify the third party and its rights to operate the DiDb system to the data subject on an individual basis.

The current list of partners is available at the didb.eu website.

APPENDIX NO.5: DRIVER IDENTIFICATION BY NATIONALITY PROVIDING PARENTS NAME

Citizens of the following countries are required to provide their father's name	Citizens of the following countries are required to provide their mother's name	Citizens of the following countries are not required to provide the name of their father or mother
Bulgaria	Belarus	Austria
Portugal	Poland	Belgium
	Portugal	Bosnia Herzegovina
	Hungary	Czech Republic
	Ukraine	Egypt
		Estonia
		France
		The Netherlands
		Croatia
		Kenya
		Kuba
		Latvia
		Lithuania
		Macedonia
		Germany
		Italy
		Romania
		Spain
		Serbia
		Slovakia
		Slovenia
		Turkey

APPENDIX NO. 6: PRESENTATION OF DiDb SYSTEM STATUSES

DiDb MEMBERSHIP STATUSES:

- *no status*: for a registered or pre-registered driver, not all the data are available to justify all the conditions for becoming a member of DiDb, such data being primarily, but not exclusively, the data on the Official Certificate of Good Conduct
- *approved*: full DiDb membership, the driver has fulfilled all the conditions for becoming a DiDb member
- *temporarily rejected*: the status of a driver who has not yet become a member of DiDb and does not meet the contractual conditions set out in the registration or pre-registration, which may be changed after a specified period of time
- *permanently rejected*: the status of a driver who has not yet become a member of DiDb and does not meet the contractual conditions set out in the registration or pre-registration, which may not be changed
- *suspended*: status from the date of the incident reported during the incident until the investigation is closed
- *banned*: status imposed as a sanction for breach of contract
- *excluded*: the sanction applied in the event of a breach of contract re-established as a result of a new procedure initiated to investigate the same incident involving a person who is in an excluded status, whether for a definite term or indefinitely

DiDb MEMBERSHIP VALIDITY STATUSES:

- *pending registration*: a driver who registers or pre-registers without an Official Certificate of Good Conduct (this status may last up to 2 years after registration or pre-registration)
- *valid*: membership validity status of DiDb members who meet all the conditions for membership validity
- *invalid*: membership validity status of DiDb members whose membership has expired and who have not complied with the mandatory membership renewal every 2 years
- *invalid document*: membership validity status of DiDb members whose all documents in the system have expired
- *dormant*: membership validity status of DiDb members whose membership has expired more than 2 years ago and who have not fulfilled the mandatory membership renewal requirements; furthermore the membership validity status of the DiDb members who, in the case of using any e-card service, did not accept the contractual conditions in the mobile application during the 30 days available after using the service
- *deleted*: membership cancelled at driver's request

FIRST SECURITY CHECK STATUS

- *waiting for verification*: e-registered driver who has not yet successfully completed the security check at the time of the first DiDb transport pick-up
- *verified*: the e-registered driver for whom the DiDb operator has successfully completed the security check
- *non verified*: the e-registered driver for whom the DiDb operator has carried out a security check but for some reason did not accept it (e.g. did not present the same documents as those presented during the e-registration)

E-CARD STATUS

- *none*: for DiDb memberships not created by e-card registration
- *inactive*: card status for the period after pre-registration until the first login to the Sectran DiDb application
- *active*: card status for the period following successful completion of the pre-registration process after logging into the Sectran DiDb application

APPLICATION STATUS

- *open*: if the DiDb member submits an application to SECTRAN but has not presented an Official Certificate of Good Conduct
- *accepted*: if the DiDb member has met all the requirements for membership management, but SECTRAN has not yet assessed the application
- *assessed*: SECTRAN has taken a decision on the application submitted and accepted
- *deleted*: if membership is cancelled at the request of the driver, the status of the sec is automatically changed to cancelled

CONTRACTUAL CONDITION ACCEPTANCE STATUS

- *none*: for DiDb memberships not created by e-card registration
- *waiting for acceptance*: the status of the period following the use of the e-card service (maximum 30 days), in which the driver has not yet accepted the contractual conditions of the DiDb membership
- *accepted*: following pre-registration, the driver has accepted the contractual conditions of DiDb membership which apply to them
- *declined*: the driver has not accepted the contractual conditions of DiDb membership, in which case the driver's details will be deleted and the driver will only be able to reactivate their membership by using the reactivation service
- *expired*: the driver has not accepted the required contractual conditions within the time limit (30 days) following pre-registration

APPENDIX NO. 7/A: TABLE OF PROCESSED DATA FOR DRIVERS REGISTERING AND/OR RENEWING THEIR MEMBERSHIP THROUGH E-CARD E-MEMBERSHIP MANAGEMENT

Category of personal data	Named personal data	Is it obligatory ¹	Source of the data ²			Legal grounds for data processing	Deadline for data processing ³	Data subject's right which may be enforced ⁴							
			D S	D	P			6.1.	6.2.	6.3.1 .	6.3.2 .	6.4.	6.5.	6.6.	6.7.
personal identification data necessary for the conclusion and maintenance of the contract (<i>personal identification data</i>)	name	yes			X	Article 6(1)(b)	g.r.	Y	Y	Y	N	Y	N	Y	Y
	name at birth	no			X	Article 6(1)(b)	g.r.	Y	Y	Y	N	Y	N	Y	Y
	place and date of birth	yes			X	Article 6(1)(b)	g.r.	Y	Y	Y	N	Y	N	Y	Y
	country of birth	yes			X	Article 6(1)(b)	g.r.	Y	Y	Y	N	Y	N	Y	Y
	citizenship	yes			X	Article 6(1)(b)	g.r.	Y	Y	Y	N	Y	N	Y	Y
	name of mother/father	See: Appendix No. 5			X	Article 6(1)(b)	g.r.	Y	Y	Y	N	Y	N	Y	Y
	photo	yes			X	Article 6(1)(b)	g.r.	Y	Y	Y	N	Y	N	Y	Y
	FSC status	n/a: <i>SECTRAN's contracted partner records the data</i>			X	Article 6(1)(b)	g.r.	Y	Y	Y	N	Y	N	Y	Y
	Technical data related to the Sectran DiDb app	n/a: <i>generated when using the app</i>		X		Article 6(1)(b)	until the completion of the registration procedure	Y	Y	Y	N	Y	N	Y	Y

contact data	home address	yes			X	Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	email address	no	X		X	Article 6(1)(a)	g.r.	Y	Y	Y	Y	Y	N	Y	Y
	phone number(s)	yes			X	Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	email address	no			X	Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	language of contact	yes			X	Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	employer's name, address, telephone number, email address	yes			X	Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
financial data	billing name and address	yes			X	Article 6(1)(c)	for 8 years after it is issued [Act on Accounting, Section 169(2)]	Y	Y	Y	N	Y	N	N	Y
	employer's name, address (if the employer is the payer of the membership fee)	mandatory only if the employer is the payer of the membership fee			X	Article 6(1)(c)		Y	Y	Y	N	Y	N	N	Y
data for verification of authorised eligibility for the fulfilment of transport assignment	number and expiry date of ID card	yes			X	Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	number and expiry date of driving license	yes			X	Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	number and expiry date of passport	yes			X	Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
data of the Official Certificate of Good Conduct	issue date of the Official Certificate of Good Conduct	yes: condition of approved membership			X	Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	registration number of the Official Certificate of Good Conduct, if the document so provides	yes: condition of approved membership			X	Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	request identifier of the Official Certificate of Good	no			X	Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y

	Conduct														
	issuing authority of the Official Certificate of Good Conduct	no			X	Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
data related to the transport assignment	data related to the truck, trailer and cargo	n/a: data are generated only if the data are recorded by the user of the DiDb system, or when automated data entry is performed by other means (e.g. CRM interface)			X	Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	transport category (domestic/domestic high value/international/international high value)	n/a: data are generated during the transport starting depending on the selected category			X	Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
data concerning complaints	all data included in the complaint submitted to SECTRAN, the source of which is the complainant,	n/a: data are generated only if complaints	X	X	X	Article 6(1)(c)	until the end of the fifth year after assessment	Y	Y	Y	N	Y	Y	N	Y

	but their data subject can be other persons as well	<i>are submitted</i>					of the complaint [Act on Consumer Protection, Section 169(2)]								
data of an extraordinary event related to the fulfilment of a transport assignment	data related to the truck, trailer and cargo	<i>n/a: data are generated only if an extraordinary event happens during the fulfilment of the transport</i>			X	Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	location, time, description, involved parties and documents (e.g. photos) connected to the extraordinary event				X	Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
data connected to DiDb membership	DiDb card status	<i>n/a data are generated after the registration and updated continuously during the membership</i>		X		Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	DiDb membership validity			X		Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	Other statuses recorded in the DiDb system (see Appendix No. 6)			X		Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	DiDb membership number			X		Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	DiDb qualification according to the DiDb points system			X		Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	Expiry date of DiDb membership			X		Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	transports fulfilled in last week			X		Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y

¹Is it obligatory to provide:

yes: at the time of registration, the DiDb operator who handles the e-membership management must record these data about the data subject, otherwise the contract between SECTRAN and the data subject cannot be concluded

no: for such data, the data subject may freely decide whether they wish to provide them for SECTRAN

n/a: not applicable, the data are generated during the use of the system

²In case of the source of data:

DS: the source of data is the data subject themselves, data are provided to SECTRAN by the data subject

D: the source of data is the DiDb system, the data are generated during the use of the system

P: the source of data is a third party, a DiDb user, contracted partner of SECTRAN, SECTRAN receives the data from them

³Deadline for data processing:

g.r: as a general rule, that is, until the data processing deadline specified in Clause 7.8

⁴Data subject's right which may be enforced:

Whether the data subject may exercise the data subjects' right detailed in the specified clause of the *E-Card Manual* concerning the data in question.

⁵Right which may be enforced separately during complaint management:

Although the data subject is not entitled to the right to data portability, but if the data subject is the complainant, then SECTRAN shall hand over to them one copy of the minutes recorded on the complaint in accordance with Section 17/A(3) of the Act on Consumer Protection.

APPENDIX NO. 7/B: TABLE OF PROCESSED DATA FOR DRIVERS REGISTERING AND/OR RENEWING THEIR MEMBERSHIP THROUGH E-CARD MEMBERSHIP MANAGEMENT

Category of personal data	Named personal data	Is it obligatory ¹	Source of the data ²			Legal grounds for data processing	Deadline for data processing ³	Data subject's right which may be enforced ⁴							
			D	D	P			6.1.	6.2.	6.3.1	6.3.2	6.4.	6.5.	6.6.	6.7.
personal identification data necessary for the conclusion and maintenance of the contract (<i>personal identification data</i>)	name	yes	X			Article 6(1)(b)	g.r.	Y	Y	Y	N	Y	N	Y	Y
	name at birth	no	X			Article 6(1)(b)	g.r.	Y	Y	Y	N	Y	N	Y	Y
	place and date of birth	yes	X			Article 6(1)(b)	g.r.	Y	Y	Y	N	Y	N	Y	Y
	country of birth	yes	X			Article 6(1)(b)	g.r.	Y	Y	Y	N	Y	N	Y	Y
	citizenship	yes	X			Article 6(1)(b)	g.r.	Y	Y	Y	N	Y	N	Y	Y
	name of mother/father	See: Appendix No. 5	X			Article 6(1)(b)	g.r.	Y	Y	Y	N	Y	N	Y	Y
	photo	yes	X			Article 6(1)(b)	g.r.	Y	Y	Y	N	Y	N	Y	Y
	Technical data related to the Sectran DiDb app	n/a: <i>generated when using the app</i>			X	Article 6(1)(b)	until the completion of the registration procedure	Y	Y	Y	N	Y	N	Y	Y
contact data	home address	yes	X			Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	email address	no	X		X	Article 6(1)(a)	g.r.	Y	Y	Y	Y	Y	N	Y	Y
	phone number(s)	yes	X			Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	email address	no	X		X	Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y

	language of contact	yes	X		Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	employer's name, address, telephone number, email address	yes	X		Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
financial data	billing name and address	yes	X		Article 6(1)(c)	for 8 years after it is issued [Act on Accounting, Section 169(2)]	Y	Y	Y	N	Y	N	N	Y
	employer's name, address (if the employer is the payer of the membership fee)	mandatory only if the employer is the payer of the membership fee	X		Article 6(1)(c)		Y	Y	Y	N	Y	N	N	Y
data for verification of authorised eligibility for the fulfilment of transport assignment	number and expiry date of ID card	yes	X		Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	number and expiry date of driving license	yes	X		Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	number and expiry date of passport	yes	X		Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
data of the Official Certificate of Good Conduct	issue date of the Official Certificate of Good Conduct	yes: condition of approved membership	X		Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	registration number of the Official Certificate of Good Conduct, if the document so provides	yes: condition of approved membership	X		Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	request identifier of the Official Certificate of Good Conduct	no	X		Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	issuing authority of the Official Certificate of Good Conduct	yes	X		Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y

data related to the transport assignment	data related to the truck, trailer and cargo	n/a: data are generated only if the data are recorded by the user of the DiDb system			X	Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	transport category (domestic/domestic high value/international/international high value)	n/a: data are generated during the transport starting depending on the selected category			X	Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
data concerning complaints	all data included in the complaint submitted to SECTTRAN, the source of which is the complainant, but their data subject can be other persons as well	n/a: data are generated only if complaints are submitted	X	X	X	Article 6(1)(c)	until the end of the fifth year after assessment of the complaint [Act on Consumer Protection, Section 169(2)]	Y	Y	Y	N	Y	Y	N	Y
data of an extraordinary event	data related to the truck, trailer and cargo	n/a: data are			X	Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y

related to the fulfilment of a transport assignment	location, time, description, involved parties and documents (e.g. photos) connected to the extraordinary event	<i>generated only if an extraordinary event happens during the fulfilment of the transport</i>			X	Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
data connected to DiDb membership	DiDb card status	<i>n/a data are generated after the registration and updated continuously during the membership</i>		X		Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	DiDb membership validity			X		Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	Other statuses recorded in the DiDb system (see Appendix No. 6)			X		Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	DiDb membership number			X		Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	DiDb qualification according to the DiDb points system			X		Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	Expiry date of DiDb membership			X		Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y
	transports fulfilled in last week			X		Article 6(1)(f)	g.r.	Y	Y	Y	N	Y	Y	N	Y

¹Is it obligatory to provide:

yes: at the time of registration, the data subject has to provide them to the employee of SECTRAN performing data recording otherwise the contract between SECTRAN and the data subject cannot be concluded

no: for such data, the data subject may freely decide whether they wish to provide them for SECTRAN

n/a: not applicable, the data are generated during the use of the system

²In case of the source of data:

DS: the source of data is the data subject themselves, data are provided to SECTRAN by the data subject

D: the source of data is the DiDb system, the data are generated during the use of the system

P: the source of data is a third party, a DiDb user, contracted partner of SECTRAN, SECTRAN receives the data from them

³Deadline for data processing:

g.r: as a general rule, that is, until the data processing deadline specified in Clause 7.8

⁴Data subject's right which may be enforced:

Whether the data subject may exercise the data subjects' right detailed in the specified clause of the *E-Card Manual* concerning the data in question.

⁵Right which may be enforced separately during complaint management:

Although the data subject is not entitled to the right to data portability, but if the data subject is the complainant, then SECTRAN shall hand over to them one copy of the minutes recorded on the complaint in accordance with Section 17/A(3) of the Act on Consumer Protection.