

**DATA PRIVACY STATEMENT**

**PTV XSERVER INTERNET**

GDPR

Karlsruhe, 25.05.2018

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GDPR

This Data Privacy Statement applies to the use of the service PTV xServer internet (the "**Service**") of PTV Planung Transport Verkehr AG, Haid-und-Neu-Str. 15, 76131 Karlsruhe, Germany ("**PTV**").

For the use of PTV's internet pages, PTV's general data privacy statement (privacy policy) apply, which are available at <http://www.ptvgroup.com/en/terms-privacy/> . This Data Privacy Statement takes priority if the Client registers as a Client of the Service in accordance with the terms of use for the Service.

When you use the service as a client, various personal data is collected. Personal data are data with which you can be personally identified. This data protection declaration explains which data we collect and for what we use it. It also explains how and for what purpose this is done.

## 1 Responsible Authority

The authority responsible for data processing on the service is:

PTV Planung Transport Verkehr AG  
Haid-und-Neu-Str. 15  
76131 Karlsruhe, Germany  
Email: [info@ptvgroup.com](mailto:info@ptvgroup.com)

The responsible authority is the natural or legal entity which either on its own or jointly with others decides on the purpose and means of processing personal data (such as names, email addresses, etc.).

We have appointed a data protection officer for our company.

Thomas Heimhalt  
DATENSCHUTZ *perfect* GbR, Karlsruhe, Germany  
Email: [datenschutz@ptvgroup.com](mailto:datenschutz@ptvgroup.com)

## 2 Registration data

The Client must enter certain company and personal data when registering for the Service ("**Registration Data**"). The Client can change this Registration Data in the Service's Customer Centre. The Client's Registration Data shall be processed or used only if and insofar as necessary for the conclusion of the contract regarding the use of the Service (the "**License Agreement**"), the shaping of the contract's content or changes of it or the Client has agreed to its data being used in other ways. If the Client is not the affected party, it may provide such consent only if the affected party in question has agreed or the Client is entitled to provide consent under statutory provisions.

For further use of the service, the client receives an identification key (token ID) for login.

### **3 Use of the Service**

The Client shall be able to create and operate its own applications with the Service. PTV shall have no influence over the content of those applications and the data processed with those applications. Insofar as the Client processes personal data with the help of the Service, the Client alone shall be responsible for ensuring that the person concerned in each case has provided consent for its data to be processed or that there is statutory authorisation. The Client shall always remain the responsible party with regard to such personal data. The Client shall exempt PTV from all claims of the person concerned and shall compensate PTV for any damage caused to PTV due to transmissions of personal data to PTV in violation of data protection laws, unless the Client can prove that it is not responsible for this violation.

PTV stores and processes the token ID and the time of login each time the client logs in. PTV stores and processes certain data about the user's usage behaviour, insofar as this data documents facts that are relevant for the billing of the service. These can be the number of map accesses or route calculations, the number of users or managed assets or similar. PTV uses this data for the sole purpose of invoicing for the Service. The basis for this processing is Art. 6 para. 1 lit. b GDPR, which permits the processing of data for the fulfilment of a contract or pre-contractual measures.

In addition, the platform of the service stores the IP address of the client with each login. This data is discarded at the latest when the service is redeployed. The IP address is stored only for the purpose of investigating or preventing technical malfunctions and misuse of the service.

In addition, PTV stores certain requests to the Service for the purpose of analysing usage behavior and tailoring the Service to meet demand. The data used for this purpose will be made completely anonymous after expiry of the objection period for billing the service. These data are not combined with other data of the client or third parties. The basis for this processing is Art. 6 para. 1 lit. f DSGVO, which permits the processing of data in order to protect the legitimate interests of the data controller.

### **4 Data security**

PTV warrants a reasonable level of data security and in particular adheres to the provisions of Art. 32 GDPR.

### **5 Order data processing**

Upon the Client's written request, PTV shall enter into a data processing agreement with the Client in accordance with Art.28 GDPR.

## 6 Data processing by third parties

In order to store and process Client data, PTV also uses storage systems of external service providers. In this case, PTV concludes agreements with the particular service providers that meet the legal requirements concerning data protection and data security.

The Service is operated via the Azure platform. That platform is provided by Microsoft Ireland Operations Ltd., Carmenhall Road, Sandyford, Dublin 18, Ireland ("**Microsoft Ireland**"). There exists an agreement between PTV and Microsoft Ireland on data processing. Under that agreement, data stored on the Azure platform may be processed by Microsoft Ireland only within the European Union and the European Economic Area.

The Client guarantees that the consent of those concerned in accordance with ss 2 and 3 also applies to data processing by third parties as per s.6.

## 7 Deletion of data

PTV shall delete all Client data within 8 weeks after terminating the License Agreement. If PTV is obliged by legal data storage requirements to retain the Client's data (e.g. invoice and contract data), PTV will block this data.

## 8 The Client's right to information

Pursuant to Art.15 GDPR, data subjects may at any time request information on the personal data stored by PTV on them or their pseudonym. Requests for information can be addressed to:

PTV Planung Transport Verkehr AG  
PTV xServer Support  
Haid-und-Neu-Str. 15  
76131 Karlsruhe

[support.inter@xserver.ptvgroup.com](mailto:support.inter@xserver.ptvgroup.com)