
PRIVACY POLICY LICENSE MANAGER

According to Art 13 and 14 of Regulation (EU) 2016/679 (General Data Protection Regulation; ›GDPR‹), the controller must inform the data subject about the processing of personal data. With this document, we inform you about the personal data processed. This data is collected either directly by us or by our distribution partner.

This ›Licence Manager‹ privacy policy is a supplement to the general privacy policy, which can be accessed on https://showroom.durst-group.com/en/terms_and_conditions. It applies if you have purchased one of our products that has the ›Licence Manager‹ functionality. Unless otherwise stated in this declaration, our general data protection provisions apply.

1. PURPOSES AND LEGAL BASIS OF THE PROCESSING

1.1.

Data may only be processed for a specific purpose and only if the processing can be based on an appropriate legal basis. Processing may be justified on the following grounds:

Justification	Legal basis
based on your voluntary consent for a specific purpose	Art 6(1) point (a)
for the performance of the contract, if you are a contractual partner, or for the initiation of the conclusion of a contract, if the processing is based on your enquiry	Art 6(1) point (b)
on the basis of a legal obligation to which we are subject	Art 6(1) point (c)
to protect your vital interests or to protect those interests of another person	Art 6(1) point (d)

for the performance of a task in the public interest or in the exercise of official authority vested in us	Art 6(1) point (e)
on the basis of a balance of interests between our interest or the interest of a third party in the processing on the one hand and your interest or your fundamental rights and freedoms on the other hand	Art 6(1) point (f)

1.2.

We process your data for the following purposes based on the following legal bases:

Categories of data collected	Purpose of the processing	Legal basis
Contact details (name, address, e-mail address date of birth)	This data is necessary for the initiation and conclusion of the contract and may be collected by our distribution partner and passed on to us.	Art 6(1) point (b) GDPR
Technical information (serial number of the equipment, type and model, firmware version, identification numbers, operating system)	This data is necessary so that remote maintenance services can be provided. Personal data is not processed in this context. Through these services, our products can be equipped with various licences that are required for the operation of the products.	Art 6(1) point (f) GDPR

2. RECEIVER

2.1.

Recipients assist us in complying with statutory or legal obligations, in initiating and performing contracts, in providing services that require your consent or in carrying out processing operations that are in our legitimate interest, such as marketing activities in particular. We transfer or partially disclose the data in particular to the following recipients (processors or controllers):

Recipient categories	Description
IT service provider	The services of PrePress digital - Softwareentwicklung GmbH (FN 421852x) Julius-Durst-Straße 11, 9900 Lienz, shall be used for the development, programming and services in connection with the licence manager.
Tax consultant, accountant	Processing of data for tax or accounting reasons
Lawyer, Court	If necessary for the enforcement or defence of claims
Partner companies	For the provision of services by our partner companies

2.2.

There is no intention to transfer the data to an international organisation.

3. STORAGE PERIOD

3.1.

As a rule, data is only stored for as long as required by statutory retention obligations. In addition, data may be stored if this is necessary to enforce or defend against claims by third parties. Important storage periods can be found below:

Duty of preserve	Expected storage period
Duty to preserve under company law pursuant to sections 190, 212 of the Austrian Business Code (Unternehmensgesetzbuch, UGB):	7 years
Duty to preserve under VAT law pursuant to sec. 11 par. 2, 3rd subparagraph of the Austrian VAT Act (Umsatzsteuergesetz, UStG):	7 years
Duty to preserve under VAT law pursuant to sec. 7 par. 7 of the Austrian VAT Act (Umsatzsteuergesetz, UStG):	7 years
Warranty pursuant to sec. 933 of the Austrian Civil Code (Allgemeines Bürgerliches Gesetzbuch, ABGB):	2 years
Purchase price claim for movable property under sec. 1062 in conjunction with sec 1486 of the Austrian Civil Code (Allgemeines Bürgerliches Gesetzbuch, ABGB):	3 years
Claims arising from a contract for work and services pursuant to sec. 1486 of the Austrian Civil Code (Allgemeines Bürgerliches Gesetzbuch, ABGB) (if the service was rendered within the scope of a commercial or other business operation):	3 years
General damages according to sec. 1489 of the Austrian Civil Code (Allgemeines Bürgerliches Gesetzbuch, ABGB) (compensation claims):	3 years /30 years
Liability claims according to sec. 13 of the Austrian Product Liability Act (Produkthaftungsgesetz, PHG):	10 years

4. OTHER INFORMATION

4.1.

The provision of the (personal) data is necessary for the conclusion of a contract. In principle, you are not obliged to provide the data. If you do not provide the data, it is not possible to conclude a contract.

4.2.

There is no automated decision-making including profiling as referred to in Art. 22(1) and (4).