

cadis® - the operational TMS



DATA PROTECTION AND CONFIDENTIALITY

1. The Controller within the meaning of the General Data Protection Regulation (GDPR) is Customer; CADIS GmbH acts as a Processor pursuant to Art. 28 GDPR. A Data Processing Agreement (DPA) pursuant to Art. 28(3) GDPR is concluded between CADIS GmbH and Customer. The DPA is attached to the Order Form as Annex DPA.
2. CADIS GmbH undertakes to comply with the relevant provisions of the GDPR and the Federal Data Protection Act (BDSG). CADIS GmbH shall impose the same obligations on any third parties engaged by it to fulfil the Contract. The fulfilment of the order generally involves the use of personal data by CADIS GmbH on behalf of Customer.
3. Should third parties or authorities assert claims against CADIS GmbH because Customer has culpably violated the data protection provisions of this Contract, Customer shall indemnify CADIS GmbH upon first request against all claims for damages, other claims, costs (including legal fees), or fines resulting from the violation. CADIS GmbH shall inform Customer promptly of any such claim and give Customer the opportunity to comment. Customer shall support CADIS GmbH in defending against the claims and shall provide any necessary information or documents without delay. Further claims of CADIS GmbH remain unaffected.
4. The contracting parties are obliged to treat as confidential all knowledge of confidential information, business and trade secrets of the other party obtained in the course of the contractual relationship, and in particular not to disclose them to third parties or use them for purposes other than contractual purposes. All documents and data obtained during the course of activities shall be returned or destroyed upon request, but no later than upon termination of the Contract, insofar as legally permissible. The obligation of confidentiality shall expire three years after the effective termination of the Contract.
5. Confidential information means information that a reasonable third party would consider worthy of protection or that is designated as confidential; this includes information that becomes known during an oral presentation or discussion. Confidential information may only be used for the purpose of fulfilling the obligations arising from the Contract. The obligation of confidentiality does not apply to information that the parties already lawfully know or that becomes known outside this Contract without breach of a confidentiality obligation.