

Essence of the Agreement

Information provided to data subjects

Article 26(2) of the GDPR

The joint controllers of the interconnection of portals for integrated consultation of outstanding toll charges and administrative costs, with a view to streamlining their payment, in accordance with Article 26 of the General Data Protection Regulation (GDPR), are Vialivre, S.A., Ascendi O&M, Portvias – Portagem de Vias, S.A. and V Verde Portugal – Gestão de Sistemas Eletrónicos de Cobrança, S.A., which are bound by having signed a Protocol and a Data Processing Agreement. The joint controllers of the processing of the payment, in a single act, on the consultation portal, in accordance with said article of the GDPR, are Vialivre, S.A. and Ascendi O&M.

Each of the identified Parties processes the data in light of the purposes described above, in addition to being responsible for ensuring compliance and enforcement pursuant to the GDPR, regarding the principles of lawful, fair and transparent processing, purpose limitation, data minimisation, accuracy, storage limitation, integrity, confidentiality and availability of personal data.

The grounds of lawfulness for the interconnection of the portals and subsequent payment in a single act are the data subject's consent or compliance with legal obligations to which the joint controllers are subject. The processed data categories are identification (name), contact (e-mail or mobile phone), search data (license plate number and search period), billing data (taxpayer number (NIF) and address), amounts owed (total sum of outstanding toll charges and administrative costs) and ticket data (dates/time and locations) – where the ticket data is only for payment purposes. In turn, the data subject category corresponds to the user of each of the portals.

Pursuant to and in accordance with the limits established in the applicable legislation, data subjects may exercise their rights (access, rectification, erasure, restriction of processing, portability and objection to processing) before any of the entities responsible for the processing (joint controllers), using the available means which may be consulted on their privacy policies, where the answer should be provided by the entity to which the request was addressed within the maximum time limit of one month, without prejudice to its extension by two months. Consent that is provided may be withdrawn through these same means at any time, but this shall not compromise the lawfulness of the processing up to that time.

In the event of a personal data breach, all the Parties that are jointly responsible for the data processing (joint controllers) shall immediately notify the other controllers of the breach, and shall collaborate together in the identification, prevention, resolution, transfer, elimination or mitigation of the effects of the breach with the data subjects and the control authority, particularly and when applicable, the sending of the respective notification of a personal data breach to the National Data Protection Authority (CNPd – Comissão Nacional da Proteção de Dados) and/or notification of the data subjects.

All the Parties shall implement appropriate technical and organisational measures to safeguard information security on the portal under their management, particularly in terms of confidentiality, integrity, availability and resilience, in accordance with Article 32 of the GDPR.

The obligation of confidentiality of the personal data during the contractual relationship shall be enforced, without termination, even after the end of that contractual relationship,

except in the cases in which their disclosure is mandatory pursuant to European law or national law.

Processing carried out on behalf of the joint controllers shall only use processors providing sufficient guarantees in terms of data protection and information security, through an agreement/contract concerning the processing in accordance with Article 28 of the GDPR, which defines the means and purposes of the processing to be observed by the processor on behalf of the joint controllers.

International transfers of personal data shall only take place to a third country on the provided there is an adequacy decision by the European Commission regarding that country, endorsing standard clauses or other mechanisms in force in accordance with Article 44 and following of the GDPR. In the event of an international transfer to a third country without guarantees of adequacy of compliance and enforcement pursuant to the GDPR, the Parties shall immediately inform all the other Parties.

The data shall be stored for the time limit of 90 (ninety) days after the fulfilment of the respective purpose, to ensure traceability of the operations and answering any requests of the data subjects.

Data of accounting and tax-related nature shall be stored for 10 years, and ticket details shall be stored for the time limit of 12 months after payment.

The Parties shall also be jointly and severally liable to the data subjects for damage caused due to processing that is not compliant with the GDPR, European law or national law.