



SCANDINAVIAN METHOD® 'S PRIVACY POLICY**TABLE OF CONTENTS**

A. GENERAL PART	2
I. General information and definitions	2
II. Method, scope and purposes of processing personal data	3
III. Sharing and transfer of data to third parties	3
IV. Accessing and modifying personal data	4
V. Data and information security	5
VI. Duration of personal data storage	6
VII. Change of privacy policy provisions	6
VIII. Contact details	7
B. SPECIFIC PART	7
I. Guests of the Scandinavian Method®'s Social Media and Website	7
1. Processing of personal data, including their collection and storage	7
2. Purpose of processing information collected in connection with the use of the Website and/or visits to Social Media	8
II. Clients of the Scandinavian Method®	9
1. Processing of personal data, including their collection and storage	9
2. Purpose of processing information collected in connection with the conclusion and implementation of contracts	10
III. Suppliers of the Scandinavian Method®	11
1. Processing of personal data, including their collection and storage	11
2. Purpose of processing information collected in connection with the conclusion and implementation of contracts	11



A. GENERAL PART

I. General information and definitions

1. Following terms used in this Privacy Policy, shall mean:

1) personal data – all information (eg. name, surname, telephone number, email address, address), that relates to an identified or identifiable person who is a Visitor of the Social Media Service/Community Media, a Client of the Scandinavian Method®, or a third party, such as the Provider.

The reference to the term 'process' or 'processing' in the following document shall mean all operations performed on personal data (e.g. their storage or analysis for the purpose of providing services),

2) Supplier - a natural person, legal person or other organizational unit with no legal personality, which is granted legal capacity under the law with whom the Scandinavian Method® negotiates and concludes contracts for the provision of services, specified under individual arrangements between the Scandinavian Method® and the Supplier; the term Supplier should also be understood as natural persons who are employees and/or representatives of the Supplier, acting on its instructions and on its behalf under contracts concluded between the Scandinavian Method® and the Supplier,

3) Scandinavian Method® – the entity providing the foreign languages learning services and the administrator of the Website providing the Website resources available to the persons visiting the Website and the administrator of Social Media: Katrin Beata Śliwińska Flaumenhaft Scandinavian Method® Metoda Skandynawska, ul. Czechowicka 17/22, 04-218 Warszawa (17/22 Czechowicka Street, 04-218 Warsaw,) NIP 6792988414, REGON 120436486, phone 690 009 896, email address info@scandinavianmethod.com,

4) Visitor – an individual who visits and reviews the content of the Website and/or the Scandinavian Method®'s Social Media,

5) Client – a natural or legal person, or being an entity without legal personality, but able to acquire rights and incur obligations on its own behalf, concluding an agreement with the Scandinavian Method® for the provision of language learning services; the term "Client" also includes natural persons who are employees and/or representatives of the Client, acting at the Client's request and on its behalf under agreements concluded and already concluded between the Scandinavian Method® and the Client,

6) Offer - a promoting description of services provided by the Scandinavian Method® within the framework of the conducted activity,

7) Person – a natural person to whom the personal data refers, in particular the Visitor, Supplier or Client,

8) Social Media - a name common to the social profiles of the Scandinavian Method® located on Facebook and Instagram, as well as to the YouTube channel of the Scandinavian Method® located on YouTube,

9) Website - an Internet platform operated at www.scandinavianmethod.com, through which the Scandinavian Method® provides Services to Visitors under the contract for the provision of services by electronic means,

10) Service - a service provided electronically by the Scandinavian Method® for the benefit of Visitors and/or Clients, consisting in sending data by means of public ICT systems on individual request, without the same time physical presence of the parties in order to perform tasks resulting from the agreement on provision of services by electronic means, including, among others: making Offers available through the Website and Social Media, conducting correspondence via electronic addresses, or providing language services remotely.



2. The primary objective of the Scandinavian Method as the controller of personal data of Visitors, Clients and Suppliers is to ensure privacy protection at a level at least equivalent to the standards set out in the applicable legislation, in particular concerning:
 - 1) protection of personal data - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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) (hereinafter referred to as "GDPR"),
 - 2) provision of services by electronic means - Act of 18 July 2002 on provision of services by electronic mean,
 - 3) protection of consumer rights - Act of 30 May 2014 on Consumer Rights.
3. In view of the above, as well and in order to ensure that those whose data is processed by the Scandinavian Method® have access to privacy-related information, the Scandinavian Method® has developed and adopted this privacy policy document. The document contains information in particular on:
 - 1) the processing of personal data, including its collection and storage,
 - 2) the way of using personal data and other data collected in connection with the use of the Website, visiting the Social Media of the Scandinavian Method®, as well as concluding contracts with the Scandinavian Method® and performing contracts for the provision of language learning services, or other contracts concluded by the Scandinavian Method® with Clients or third parties such as Suppliers,
 - 3) availability of personal data,
 - 4) accessing, modifying and deleting personal data,
 - 5) security of processing of personal data and other information,
 - 6) the period of storage of personal data.
4. The Scandinavian Method® receives personal data from:
 - 1) Visitors of the Website and/or Social Media as:
 - a) information provided directly by them, including information provided when using the contact form available on the Website, visiting the Social Media (including but not limited to posting likes and comments), subscribing to the Newsletter, exchanging correspondence via email and instant messaging and telephone calls,
 - b) information obtained during the use of services made available through the Website, concerning in particular: the manner of using the services, the Internet protocol used, IP address, data on the operation of the device used by the Visitors, including failures, system activity, equipment settings, browser type and language, dates and times of requests sent and referring URLs, cookies,
 - 2) Clients and Suppliers of the Scandinavian Method® when they initiate contact with the Scandinavian Method® :
 - a) by telephone contact and/or
 - b) by email and/or
 - c) via instant messaging.
 - 3) Clients when signing a contract for the provision of foreign language learning services,
 - 4) Suppliers when negotiating the terms of cooperation and signing an agreement to provide services to the Scandinavian Method® .

II. Method, scope and purposes of processing personal data

The way data is collected, the scope of the data and the purposes for which they are processed depend on the context and are described in detail in the specific section.

III. Sharing and transfer of data to third parties

1. The Scandinavian Method® may entrust or with the consent of the Persons transfer, transmit to or share data with other entities:



- 1) participating in the provision of services to the Persons,
- 2) in order to fulfil the obligations of the Scandinavian Method® towards Persons, resulting from the concluded contracts.

This applies in particular to:

- 1) banks, payment agents, accounting firms (data entrustment),
 - 2) Internet service providers, server rooms, IT companies, telecommunications companies, to the extent that these entities participate in the provision of services to Persons (entrustment of personal data),
 - 3) third parties, e.g. specialised providers of data storage services, analytical services providers, marketing, consulting or auditing firms that support the Scandinavian Method® in carrying out its activities; and in the provision of services by electronic means or in the provision of foreign language learning services (entrusting personal data).
2. In case of entrustment of personal data, the entities to which the data is entrusted are not authorized to use the personal data for their own purposes - the data will always (subject to paragraph 3) be processed on behalf of and for the purposes of the Scandinavian Method® - and their activities are subject to the provisions of applicable law and this Policy. Entrusting data to another entity shall in any case take place to the smallest possible extent, both as regards the scope of the data being processed and as regards the scope of the permitted data processing activities.
 3. In case of entrusting personal data to such entities as e.g. a bank, which participate in the process related to the payments under contracts concluded or resulting from the Persons' obligations to the Scandinavian Method® at the time of execution of the transaction, these entities - under the applicable regulations - become data controllers of the personal data and process their data in their own name and for their own needs. Where this results directly from the applicable legislation, other entities to which the Scandinavian Method® entrusts personal data may also become the controllers of personal data and processing the data in their own name and for their own needs.
 4. In case of sharing personal data (only on the basis of the consent of the Person), the entities to which the data is shared become separate from the Scandinavian Method® personal data controllers.
 5. The Scandinavian Method® may share anonymized data in the form of statistical data with third parties. Anonymized data is data transformed in a way that makes it impossible to identify or assign individual information to a specific or identifiable natural person to whom the data relate or by whom the data were provided,
 6. The Scandinavian Method® does not transfer personal data outside the country, outside the European Economic Area or to international organisations.
 7. Third parties to which the GDPR applies, after obtaining personal data from the Scandinavian Method®, are obliged to meet their obligations to these Persons under the GDPR and other legal provisions, including ensuring that they exercise their rights under the GDPR. The Scandinavian Method® reserves that it has no influence on and is not responsible for the data protection policy pursued by third parties.

IV. Accessing and modifying personal data

1. Every person providing personal data to the Scandinavian Method® has the right - to the extent arising from the applicable legislation - to:
 - 1) get access to the personal data being processed,
 - 2) receive information concerning:
 - a) the purposes of the processing of personal data,



- b) the categories of the processing of personal data,
 - c) information on the recipients or categories of recipients to whom the personal data is disclosed,
 - d) the period of processing of personal data,
 - e) use of automated decision making (including profiling),
- 3) the correction of personal data concerning the Person, if the Person notices that the data is inaccurate or incomplete,
 - 4) complete incomplete personal data (including the purposes of processing),
 - 5) delete personal data concerning the Person if:
 - a) the data will no longer be necessary for the purposes for which it was collected by the Scandinavian Method® ,
 - b) The Person will withdraw his or her consent to the processing of his or her data and will object to the processing of his or her data,
 - c) the processing of the data is unlawful,
 - 6) restrictions on the processing of personal data if the Person notices that his/her data is being processed:
 - a) is incorrect - then the Person may demand a restriction of data processing for a period allowing the Scandinavian Method® to check the correctness of data,
 - b) is processed unlawfully, but will not want her/his data to be deleted,
 - c) it is no longer needed by the Scandinavian Method® , but is needed for its protection or for the recovery of claims,
 - 7) to object to the processing of the data - until it is verified whether the legitimate interests of the Scandinavian Method® take priority over the grounds for objection,
 - 8) transfer of the data if its processing is carried out on the basis of consent or a contract concluded and receiving from the Scandinavian Method® personal data previously supplied to it in a structured format for the purpose of transfer to another controller (transfer to another entity),
 - 9) withdraw consent to the processing of personal data with effect for the future with regard to the processing of those data which are processed in connection with the collection of data from websites and mobile applications (cookies); to this end, the Person must make changes to the configuration of his or her web browser or selected website or service and determine the conditions for storing or accessing this information by the Scandinavian Method® . However, the Person should be aware that limiting the use of cookies may affect some of the functionalities available on the Website.

V. Data and information security

The Scandinavian Method® makes every effort to protect all data it collects using reasonable technical measures and security procedures to protect it from unauthorized access, unauthorized modification, disclosure and destruction of data used through or with the Website, Social Media, including instant messaging, and in connection with the performance of concluded contracts for the provision of language learning services as well as contracts concluded with Suppliers. In particular:

- 1) The Website records tries of unauthorized access and in case of suspicion of a break-in it is possible to quickly verify whether a breach of security rules has occurred,
- 2) when providing Services electronically, the Scandinavian Method® uses SSL encryption and firewalls,
- 3) data on the servers of the Website are subject to cyclical archiving (so-called backups),
- 4) all data stored on the Website is protected by an antivirus program that scans the stored data for viruses. The database of antivirus program signatures is updated regularly,
- 5) The Scandinavian Method® applies and controls its own methods of collecting, storing and processing information, including physical security measures (e.g. encryption of device disks, password protection of devices or applications involved in data processing) to protect against unauthorized access to processed data, including data processed in connection with the use of email or instant messaging by the Scandinavian Method® to communicate with Persons. However, the Scandinavian Method® stipulates that each person using instant messaging or email is required to familiarize themselves with the data security rules and information used by the entities providing these communication tools, and to comply with the resulting provisions,



- 6) in order to protect the data of the Visitors to the Facebook/Instagram profile of the Scandinavian Method® , in accordance with Article 26 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, has concluded an agreement with Facebook called 'joint controllership'. Details of this agreement are available here: https://www.facebook.com/legal/terms/page_controller_addendum. This agreement follows the judgment of the European Court of Justice of 5 June 2018. (C-210/16).

The technical safeguards for Visitors' data on Facebook's Scandinavian Method® profile and Instagram are set out on Facebook and Instagram's websites respectively, in case of data protection of Visitors to the channel of the Scandinavian Method® on YouTube, the Scandinavian Method® does not take protective steps as it does not have any impact on the purpose, scope and manner in which Google/YouTube processes the data of users viewing the videos it uploads.

The technical safeguards for visitors' data of the Scandinavian Method® channel on YouTube applied by Google/YouTube are set out on Google's websites.

- 7) access to personal data is granted only to those employees and contractors of the Scandinavian Method® who need it to process them for the purposes of the Scandinavian Method® or in connection with the provision of services. Entities related to the Scandinavian Method® , trusted partners and external service providers manage the data in accordance with security and privacy requirements and may suffer appropriate legal consequences if they fail to do so.

VI. Duration of personal data storage

1. Personal data is stored by the Scandinavian Method® for the duration of the contract between the Person and the Scandinavian Method® for the provision of services by electronic means and/or contracts for the provision of language learning services and/or contract/contracts aimed at the purchase by the Scandinavian Method® of goods or services offered by the Providers, as well as after their completion for the following purposes:
 - 1) to pursue claims in connection with the performance of the contract,
 - 2) fulfil obligations arising from legal regulations, including in particular tax and accounting regulations,
 - 3) prevent abuse and fraud,
 - 4) statistical and archiving,– for a maximum of 5 years from the end of the year in which the contract is terminated.
2. The Scandinavian Method® stores personal data for marketing purposes until the Person whom the data refers, objects to such processing.
3. In order to ensure accountability, i.e. to prove compliance with the provisions relating to the processing of personal data, the Scandinavian Method® will keep the data of Persons for the period for which it is obliged to keep the data or documents containing them, in order to document the fulfilment of legal requirements and to allow public authorities to check its fulfilment.

VII. Change of privacy policy provisions

The Scandinavian Method® 's Privacy Policy may be subject to amendments. However, the rights of Persons under this Privacy Policy will not be limited in any way without their express consent. Any changes to the Privacy Policy will be published

on the Website. The Scandinavian Method® will also inform about them in a visible way (in the case of some services including sending an appropriate email notification). The Scandinavian Method® also retains previous versions of this Privacy Policy in an archive to enable Persons to review them.



VIII. Contact details

1. The Scandinavian Method® is based in Warsaw, 17/22 Czechowicka Street (post code: 04-218).
2. If the Person has any questions about this Privacy Policy, the terms of Website and/or the Scandinavian Method® Social Media, the conclusion and implementation of agreements already concluded, she/he may contact us by email: info@metodskandynawska.pl.

B. SPECIFIC PART

I. Guests of the Scandinavian Method® 's Social Media and Website

1. Processing of personal data, including their collection and storage

- 1.1. All data related to the use of the Website and/or Social Media is collected in two ways, as:
 - 1) information provided directly by the Visitors, including information provided when using the contact form available on the Website, visiting (including, among other things, like, comment) the Social Media, exchanging correspondence via email and instant messaging and telephone calls,
 - 2) information obtained during the use of the services made available through the Website, in particular concerning: the manner of using the services, the Internet protocol used, the IP address, data on the operation of the device you are using, including failures, system activity, hardware settings, type and language of the browser, dates and times of sent requests and referring URLs, "cookies" files.
- 1.2. The Website requires the Visitor to provide the following personal data in order to provide the service resulting from a contract for the provision of services by electronic means:
 - 1) In case of contact with the Scandinavian Method® through the contact form provided on the Website, these are: name and email address of the Visitor.
 - 2) In the case of applying to the Newsletter it is: Visitor's email address.
- 1.3. The Scandinavian Method® within the Website may collect and process personal data of Visitors:
 - 1) necessary to communicate with the Visitor in order to e.g. answer questions asked by the Visitor or fulfil his or her request,
 - 2) necessary to send the Newsletter mailings,
 - 3) for the purpose of presenting information and commercial information, including supporting the presence of the Scandinavian Method® in the electronic network or providing images.
- 1.4. When visiting the Scandinavian Method® Social Media located on Facebook and Instagram, personal data of the Visitors is processed by the "Site Statistics" tool even if the Visitors do not have a Facebook/Instagram profile. The data is collected already at the moment of visiting the page/Scandinavian Method® profile and in connection with the Visitor's reaction e.g. liking the page or leaving a comment by the Visitor.
- 1.5. When it is necessary to provide the service to Visitors or is in the legitimate interest of the Scandinavian Method® or third parties, such as to ensure the security of IT resources or other Visitors, or to increase the convenience of the Visitors and improve the overall quality of the services offered by the Scandinavian Method®, the Scandinavian Method® is entitled to automatically obtain and record data transmitted to the server by the web browsers or devices of the Visitors by which the Visitors access the Service. This data include: parameters of the software and hardware used by the Visitor, pages viewed, identification number of the mobile device, information on the use of the Website, as well as other data on devices and use of systems. Collection of the above-mentioned information will take place in case the Visitor uses the Website. How the Scandinavian Method® uses such technologies is described in more detail in the Cookie Policy, available on the Website
- 1.6. The Scandinavian Method® within the Website may perform profiling, i.e. automated processing of the personal data provided by a Visitor in order to infer about his/her characteristics. Profiling is used in case it is necessary to perform certain services for the benefit of the Visitor and in order to increase the comfort of the Visitor when using the Website and



improve the quality of offered services. However, the Scandinavian Method® does not make any automated decisions to Visitors based on profiling, which could cause any legal effects or in a similar way significantly affect the scope of rights and obligations of the Visitor.

2. Purpose of processing information collected in connection with the use of the Website and/or visits to Social Media

2.1. The Scandinavian Method® processes, i.e., among other things, collects, stores, analyses personal data of the Visitors of the Social Media Service/Community Media for the following purposes:

- 1) performance of the contract concluded with the Visitor for provision of services by electronic means (Article 6(1)(b) of the GDPR), including:
 - a) provision of services by electronic means and full use of the Website,
 - b) contacting the Scandinavian Method® with Visitors for purposes related to the provision of the Services, serving the Visitors through available communication channels - especially email, telephone,
 - c) handling complaints related to the provision of electronic services by the Website,
 - d) handling Visitors' requests concerning the concluded contract for the provision of services by electronic means by email, telephone contact and contact form,
- 2) the implementation of the Scandinavian Method®'s obligation under a legal provision (Article 6(1)(c) of the GDPR) to ensure accountability of personal data protection, i.e. the possibility of demonstrating that:
 - a) personal data is processed lawfully, fairly and transparently for the data subject,
 - b) the purpose of the processing is clearly defined,
 - c) the data processed is adequate, relevant and limited to the purpose of processing,
 - d) personal data is correct and, where necessary, kept up to date,
 - e) personal data is processed in a way that ensures their security,
 - f) storage of data is limited to the strict minimum necessary for the purposes for which it is processed,
- 3) the pursuit of the legitimate interests of the Scandinavian Method® (Article 6(1)(f) of the gdpr), such as:
 - a) monitoring the activity of Visitors, resulting from the Scandinavian Method®'s Cookie Policy,
 - b) security of the Services provided by the Scandinavian Method® under the concluded contracts for the provision of services by electronic means, including compliance with the internal rules of the Website and preventing any abuse and ensuring the security of movement on the Website,
 - c) surveys and analyses of the Website, in terms of e.g. functioning, possible areas of improvement, or identification of Visitors' needs,
 - d) handling requests, suggestions from Visitors by means of e.g. email, telephone or based on the contact form, if they are not related to the execution of the agreement concluded between the Scandinavian Method® and the Visitors,
 - e) conducting statistical analyses, including receiving the 'Site Statistics' profile of the Scandinavian Method®, conducted by Facebook to provide the Scandinavian Method® with information on the coverage and interaction rates of the site,
 - f) storing data for archiving purposes.

A Visitor whose data is processed on the basis of a legitimate interest of the data controller has the right to object, on grounds relating to his or her particular situation, to the processing of personal data relating to him or her on the basis of Article 6(1)(f) of the GDPR. If the Visitor objects to the data controller in question (Scandinavian Method®), the data controller will no longer process those personal data unless the Visitor demonstrates that there are compelling legitimate grounds for processing overriding the interests, rights and freedoms of the data subject or grounds for establishing, pursuing or defending claims.

If Person objects to the data processed in connection with her/his visit to the Social Media on Facebook/Instagram, the authority responsible and supervising the complaints of the Visitors relating to the page/profile of the Scandinavian



Method[®], in accordance with the agreement referred to in the GENERAL PART of this document, point V. *Data and information security*, point 6), is the Irish Data Protection Commission.

The Scandinavian Method[®] is jointly responsible with Facebook for the content of its Facebook/Instagram pages/profiles..

2.2. The Scandinavian Method[®] runs a channel on YouTube called the Scandinavian Method : ANGIELSKI from SERIALS & FILMS, where videos of language learning using the Scandinavian Method[®] are posted. When viewing the Scandinavian Method[®] videos, YouTube, and thus Google, processes the Visitors' data regardless of whether the Visitors are logged in to YouTube/Google or have no account.

YouTube stores Visitors' data as a user profile and uses it for advertised, market research purposes and user-friendly configuration of its website. The analysis/evaluation of users (both logged in and not logged in) and their actions on the YouTube website is aimed, among other things, at personalizing user-driven advertising on YouTube. For details on the purpose and scope of YouTube's data processing, please see the Data Protection Statement, which also includes information on Visitors' rights and privacy settings: <https://policies.google.com/privacy?hl=pl>.

Google also processes Visitors' personal data in the United States according to EU-US Privacy Shield, <https://www.privacyshield.gov/EU-US-Framework>.

2.3. The Scandinavian Method[®] is entitled to store the data collected and tracked on the Website, only in connection with the fulfilment of the business and legal purposes specified in section 2.1 above, unless there are grounds for processing the Visitor's personal data also as a Client or Supplier, in which case the relevant provisions of this Privacy Policy, i.e. those relating to the Client or Supplier, shall apply.

2.4. The Scandinavian Method[®] limits the collection and use of information about its Visitors to the necessary minimum. Personal data is processed by the Scandinavian Method[®] as long as it is necessary to provide access to the Website and the services offered through it. However, some of the data may be stored for a longer period of time - until the statute of limitations on the rights and claims of the Visitor or until the obligation to store the data for a longer period of time arises from the law. Detailed rules concerning data storage are described in the GENERAL PART of this document, point VI.

II. Clients of the Scandinavian Method[®]

1. Processing of personal data, including their collection and storage

1.1. All data related to the conclusion and performance of the contract for the provision of language learning services are collected as information provided directly by the Client and necessary for the conclusion of the contract and the provision of services to him/her under the contract.

1.2. The Scandinavian Method[®] requires that Clients provide the following personal data in order to be able to provide the service under the contract for the provision of foreign language learning services:

- 1) Clients who are natural persons: name, surname, telephone number, email address, ID of the instant messenger used to make a video call,
- 2) Clients who are legal persons or organizational units with no legal personality but which are granted legal capacity under the law:
 - a) in case of a person representing the Client (e.g. company owner, board member) and concluding a contract for the provision of foreign language learning services: the name of the entity, first name, surname, telephone number, email address,
 - b) for a contact person who is an employee of the Client and takes part in the process of concluding and performing the contract: name, surname, telephone number, email address,
 - c) in case of a person directly using the foreign language learning service, being an employee of the Client: name, surname, telephone number, email address, ID of the instant messenger used, allowing for a video connection.

1.3. The Scandinavian Method[®] collects and processes personal data of the Clients:

- 1) necessary to conduct communication with the Clients in order to e.g. answer the questions asked by the Clients, or to fulfill their requests concerning the concluded or already concluded contract for learning foreign languages,
- 2) necessary for the conclusion and implementation of a foreign language learning contract.



1.4. The Scandinavian Method® may collect and process Clients' data for marketing purposes, provided that the Scandinavian Method® - in accordance with the applicable laws and regulations and in accordance with the agreements obtained from the Client or in connection with a legitimate interest of the Scandinavian Method® - it carries out advertising and promotional activities for his/her benefit.

2. Purpose of processing information collected in connection with the conclusion and implementation of contracts

2.1. The Scandinavian Method® processes, i.e., among other things, collects, stores, analyses personal data of the Clients of the for the following purposes:

- 1) the conclusion and performance of the contract for the provision of foreign language learning services concluded with the Client (Article 6.1.b of the GDPR), including:
 - a) contacting the Scandinavian Method® with the Clients for the purposes of concluding and providing services under the contract, servicing the Clients through available communication channels - especially email, telephone, instant messenger,
 - b) answers/information on a question asked via email, the contact form available at www.scandinavian-method.com, or via instant messenger and by telephone,
 - c) handling complaints relating to the provision of services under the contract,
 - d) handling Client requests concerning the concluded contract via email, telephone contact, contact form, instant messaging,
- 2) to comply with the Scandinavian Method® 's obligations under legal provisions concerning the processing of data for tax and accounting purposes (Article 6(1)(c) of the GDPR);
- 3) the implementation of the Scandinavian Method® 's obligation under a legal provision (Article 6(1)(c) of the GDPR) to ensure accountability of personal data protection, i.e. the possibility of demonstrating that:
 - a) personal data is processed lawfully, fairly and transparently for the data subject,
 - b) the purpose of the processing is clearly defined,
 - c) the data processed are adequate, relevant and limited to the purpose of processing,
 - d) personal data is correct and, where necessary, kept up to date,
 - e) personal data is processed in a way that ensures their security,
 - f) storage of data is limited to the strict minimum necessary for the purposes for which it is processed,
- 4) the pursuit of the legitimate interests of the Scandinavian Method® (Article 6(1)(f) of the GDPR), such as:
 - a) direct marketing of the services provided by the Scandinavian Method® , including contacting Clients for purposes related to permitted marketing activities by email and/or telephone,
 - b) security of the services which are provided by the Scandinavian Method® under the contracts concluded on the provision of foreign language learning services, including compliance with the rules resulting from agreements concluded between the Clients and the Scandinavian Method® and preventing any abuse,
 - c) conducting customer satisfaction surveys, e.g. in terms of satisfaction with foreign language learning results based on the contract,
 - d) handling requests, suggestions from Clients sent via e-mail, telephone, on the basis of a contact form or instant messengers, when they are not related to the performance of the contract concluded between the Scandinavian Method® and the Client,
 - e) protection against claims under the contract being performed,
 - f) statistical analyses,
 - g) storing data for archiving purposes.

A Client whose data is processed on the basis of a legitimate interest of the data controller has the right to object, on grounds relating to his or her particular situation, to the processing of personal data relating to him or her on the basis of Article 6(1)(f) of the GDPR. If the Client objects to the data controller in question (Scandinavian Method®), the data controller will no longer process these personal data unless the Client demonstrates that there are compelling



legitimate grounds for processing overriding the interests, rights and freedoms of the data subject or grounds for establishing, pursuing or defending claims.

- 2.2. The Scandinavian Method® is entitled to store the data collected, only in connection with the fulfilment of the business and legal purposes specified in section 2.1 above, unless there are grounds for processing the Client's personal data also as a Visitor or Supplier, where the relevant provisions of this Privacy Policy, i.e. those relating to the Visitor or Supplier, shall apply.
- 2.3. The Scandinavian Method® limits the collection and use of information about its Clients to the necessary minimum. Personal data is processed by the Scandinavian Method® as long as it is necessary to fulfill the obligations arising out of the concluded agreement and to provide services arising from its content. However, some of the data may be stored for a longer period of time - until the statute limitations periods on the rights and claims of the Client or until the end of legal obligation to store the data for a longer period of time. Detailed rules concerning data storage are described in the GENERAL PART of this document, point VI

III. Suppliers of the Scandinavian Method®

1. Processing of personal data, including their collection and storage

- 1.1. All data relating to the conclusion and performance of contracts for the purchase by the Scandinavian Method® of goods or services offered by the Suppliers is collected as information provided directly by the Suppliers; this information is necessary for the conclusion and performance of the contract between the Scandinavian Method® and the Supplier.
- 1.2. The Scandinavian Method® obtains the following data from the Suppliers in order to conclude and perform an agreement for the Scandinavian Method® to purchase goods or services offered by the Suppliers:
 - 1) Name and surname of a person representing the Supplier and being able to conclude and perform contracts on its behalf,
 - 2) Name and surname of the Supplier's employee participating in the process of concluding and performing the contract,
 - 3) name of the Supplier,
 - 4) the Supplier's registered address, address for correspondence if different from the registered address,
 - 5) Telephone number, email address of the Supplier, person representing the Supplier, Supplier's employee,
 - 6) Tax identification number, bank account number, account details.
- 1.3. The Scandinavian Method® collects and processes the personal data of Suppliers, their representatives and their employees that are necessary for the purposes of this process:
 - 1) communicate with the Suppliers,
 - 2) conclude and perform contracts with Suppliers.

2. Purpose of processing information collected in connection with the conclusion and implementation of contracts

- 2.1. The Scandinavian Method® processes, i.e., , collects, stores, analyses etc. personal data of the Suppliers of the for the following purposes:
 - 1) conclusion and performance of the contract concluded with the Supplier (Article 6 paragraph 1(b) of the GDPR), including:
 - a) contacting the Scandinavian Method® with the Suppliers for the purposes of concluding and performing the contract through available communication channels - especially email, telephone, traditional mail, instant messaging,
 - b) to answer/information on a question by email, the contact form available at www.scandinavianmethod.com, instant messengers and by telephone,



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- c) the making of any complaints relating to the provision of services under the contract,
 - 2) to comply with the Scandinavian Method® 's obligations under legal provisions concerning the processing of data for tax and accounting purposes (Article 6(1)(c) of the GDPR);
 - 3) the implementation of the Scandinavian Method® 's obligation under a legal provision (Article 6(1)(c) of the GDPR) to ensure accountability of personal data protection, i.e. the possibility of demonstrating that:
 - a) personal data is processed lawfully, fairly and transparently for the data subject,
 - b) the purpose of the processing is clearly defined,
 - c) the data processed are adequate, relevant and limited to the purpose of processing,
 - d) personal data is correct and, where necessary, kept up to date,
 - e) personal data is processed in a way that ensures their security,
 - f) storage of data is limited to the strict minimum necessary for the purposes for which it is processed,
 - 4) the pursuit of the legitimate interests of the Scandinavian Method® (Article 6(1)(f) of the GDPR), such as:
 - a) compliance with the rules of contracts between Suppliers and the Scandinavian Method® and preventing any abuse,
 - b) handling suggestions, requests from the Suppliers, transmitted by email, telephone, in writing, on the basis of a contact form or instant messaging, when they are not related to the performance of the agreement concluded between the Scandinavian Method® and the Suppliers,
 - c) the protection against claims under the contract being performed,
 - d) conducting statistical analyses,
 - e) storing data for archiving purposes.

A Supplier whose data is processed on the basis of a legitimate interest of the data controller has the right to object, on grounds relating to his or her particular situation, to the processing of personal data relating to him or her on the basis of Article 6(1)(f) of the GDPR. If the Supplier objects to the data controller in question (Scandinavian Method®), the data controller will no longer process these personal data unless the Supplier demonstrates that there are compelling legitimate grounds for processing overriding the interests, rights and freedoms of the data subject or grounds for establishing, pursuing or defending claims.

2.2. The Scandinavian Method® is entitled to store the data collected, only in connection with the fulfilment of the business and legal purposes specified in section 2.1 above, unless there are grounds for processing the Supplier's personal data also as a Visitor or Client, in which case the relevant provisions of this Privacy Policy, i.e. those relating to the Visitor or Client, shall apply.

2.3. The Scandinavian Method® limits the collection and use of information about its Suppliers to the necessary minimum. Personal data is processed by the Scandinavian Method® as long as it is necessary to fulfill the obligations arising from the concluded agreement. However, some of the data may be stored for a longer period of time - until the end of statute limitations periods on the rights and claims of the Supplier or until the end of legal obligation to store the data for a longer period of time. Detailed rules concerning data storage are described in the GENERAL PART of this document, section VI