

Data Processing Policy

1. Definitions

Term	Explanation
CASST.aero	Company providing software application that aids aviation service providers with running their management system. With regards to data protection, CASST.aero is acting as data processor.
Customer	Party as defined in contract between CASST.aero and customer. With regards to data protection, customer is acting as data controller.
Data Controller	The natural or legal person, which alone or jointly with other, determines the purpose and means of the processing of Personal Data.
Data Processor	A natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller.
Data Subject	An identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identify or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identify of that natural person.
Data Subject Request	A request from a Data Subject to access its Personal Data or for the rectification or erasure of such Personal Data or any other request or query from a Data Subject relating to its own Personal Data (including Data Subjects' exercising rights under Applicable Data Protection Laws, such as rights of objection, restriction of processing, data portability or the

Data Processing Policy

Term	Explanation
	right not to be subject to automated decision making).
Personal Data	Any information relating to an identified or identifiable natural person (" Data Subject ").
Processing	Any operation which is performed on Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
Special Category Data	Personal information of data subjects that is especially sensitive, the exposure of which could significantly impact the rights and freedoms of data subjects and potentially be used against them for unlawful discrimination.
Sub Data Processor	Refer to the General Data Protection Regulation (GDPR) for the full and current definition. A natural or legal person, public authority, agency or body other than the Data Subject, Data Controller, Data Processor and person who, under the direct authority of the Data Controller or Data Processor, are authorised to process Personal Data.

2. Processing only on the controller's documented instructions

CASST.aero will only process data as per written instruction by the customer, unless required to do otherwise by EU or member state law. A written instruction can be given by the customer by e-mailing to support@casst.aero or writing to the CASST.aero office address.

Data Processing Policy

The customer shall specify and inform per writing to CASST.aero who is permitted to give data processing instructions. If this is not specified, any CASST.aero user on the customer account with administrator access will be considered to be permitted to give data processing instructions.

The customer is and remains responsible for the control of any data that is entered or loaded into the CASST.aero application.

The customer shall not store Special Category Data in the CASST.aero application, unless agreed in writing between CASST.aero and customer prior to uploading the data.

3. Duty of confidence

CASST.aero shall ensure that anyone who is granted access to customer data by CASST.aero, is bound to a commitment of confidentiality.

CASST.aero shall only grant access to customer data when required to perform duties. Customer data remains property of customer and shall not be shared other than agreed in writing or as part of a contract.

4. Appropriate security measures

CASST.aero shall take appropriate measures to ensure the security of personal data. CASST.aero shall ensure that the data is only accessible through a secure connection.

CASST.aero will remove customer data within 3 months after the termination of contract, except for details required for invoicing and/or unless it is required to retain the data by EU or member state law.

CASST.aero will retain a backup for 7 days to recover in case of data loss. The customer is required to inform CASST.aero by sending a message to support@casst.aero as soon as it becomes aware of data loss or suspected data loss.

5. Using sub-processors

CASST.aero uses sub-processors to deliver its services. The sub-processors are listed below. CASST.aero retains the right to change or add any sub-processors, after informing the customer. The customer should inform CASST.aero immediately if it has an objection to the new sub-contractor. In case CASST.aero proceeds with the sub-processor, the customer has the right to cancel the contract with CASST.aero with immediate effect. In such case, CASST.aero will refund any paid charges pro-rata for the remaining invoiced period.

Data Processing Policy

CASST.aero uses the following sub-processors:

Sub-processor company name / service	Purpose
Microsoft / Azure	Hosting of application and database.
	Processing of email messages and database operations.
Microsoft / Office 365	Receipt, storage and processing of email messages.

6. Data subjects' right

The customer is responsible to enable data subjects to exercise various rights and respond to requests to do so, such as subject access requests, requests for the rectification or erasure of personal data, and objections to processing. The customer can request assistance from CASST.aero to comply with such request. Such request shall be made in writing by the customer (by someone who is permitted to give data processing instructions by customer, refer to paragraph 2) to support@casst.aero. CASST.aero will respond to such request within 14 days from the moment the request is received.

7. Assisting the controller

CASST.aero will assist the customer to keep data secure. The customer shall only grant access to data held by CASST.aero to individuals who need to have access to the data to perform their duties.

In case CASST.aero becomes aware of a personal data breach, it will notify the affected customer(s) without delay and will provide details of the breach as soon as possible. The customer is responsible to report any breach to the supervisory authority and the data subjects.

8. End-of-contract provisions

The customer shall inform CASST.aero in writing when it want to terminate the contract between CASST.aero and the customer.

At the end of the contract, the customer shall inform CASST.aero if it wants have the data held by CASST.aero deleted or returned.

Unless otherwise instructed, CASST.aero shall delete all customer data three months after end of contract.

Data Processing Policy

The above provisions do not include any data included in backups. These will be retained and will only be accessible to CASST.aero staff. In case a backup is used for recovery, CASST.aero shall ensure customer (of which the contract has been terminated) data is deleted directly after recovery.

9. Audits and inspections

The customer is permitted to perform audits and inspections regarding data protection on CASST.aero. CASST.aero will assist the customer with audits and inspections when requested.