

General terms and conditions with a personal data protection statement (UAS Repository web portal)

1. Introductory provisions

The General Conditions define the conditions of use of the UAS Repository web portal of the Civil Aviation Agency of the Republic of Slovenia (hereinafter: Agency), the Agency's publicly available information system services (online applications, portals, programmes) and the Agency's personal data protection policy.

2. About the Agency's web portal

The web portal www.uas.caa.si has been designed and regulated by the Agency.

The Agency reserves the right to change the content of the web portal at any time and in any way, regardless of the reason, with a prior warning, which will be published on the web portal.

The Agency will endeavour to provide the most accurate and up-to-date information on its web portal. Neither the Agency nor any other legal or natural person who participated in the development and creation of the Agency's web portal shall be liable for any damage resulting from access to the content, use or inability to use the information on the Agency's web portal or for any errors or deficiencies in their content.

3. Protection of intellectual property rights

On the basis of the law governing copyright and related rights, the Agency holds copyright over the content of intellectual property rights in the broadest sense (information, documents, photographs, graphic elements, animations, video content, illustrations and other presentation texts) published on the Agency's web portal and on its constituents and are the property of the Agency or other persons who have transferred the right to use them to the Agency.

Information and other content from the Agency's web portal is allowed to be transferred for personal use, without changing the copyright and other intellectual or property rights labels. Information and other content intended for viewing and reading may not be transferred and printed for commercial purposes.

It is not permitted to copy, reproduce or modify information and content published on the Agency's web portal, send it by regular or e-mail or distribute it in any other way without the explicit written permission of the owner of the web portal.

It is also strictly forbidden to use any element from the Agency's web portal in any way other than for personal, non-commercial purposes.

The use of the Agency's web portal contrary to those rules is prohibited. A user who uses the Agency's web portal in a way contrary to those rules is fully liable for damage.

In accordance with the provisions of the law governing copyright and related rights, official texts from legislative, administrative and judicial fields are not protected by copyright.

4. Information about the web portal operator

Identity and contact details of the operator	Civil Aviation Agency of the Republic of Slovenia Kotnikova 19a 1000 Ljubljana Phone: 01 244 66 00 E-mail: info@caa.si
Contact details of the data protection officer	E-mail: dpo@caa.si
Purposes for which personal data are processed and the legal basis for their processing	<p>(a) Visit to the web portal</p> <p>What information: Every time you visit the Agency's web portal, log files of the web server are automatically stored on the web server (e.g. IP number – a number that identifies a single computer or other device on the web). The World Wide Web operates by way of recording certain information about visits to websites, such as IP number, browser version, time of visit, etc., on a web server hosting a web portal. The Agency shall not process the data thus collected separately and shall not link it to other data.</p> <p>Purpose: The purpose of these procedures is to ensure network and information security, i.e. to enable the detection and prevention of unauthorised access which may jeopardise the accessibility, integrity and confidentiality of stored or transferred personal data and the security of related services accessible through those networks and systems.</p> <p>Legal basis: Such processing is necessary for the performance of public tasks by the operator.</p> <p>How long: The data shall be stored for 30 days from the visit of the web portal.</p> <p>(b) Registration to UAS Repository web portal via SI-CAS</p> <p>What information: When EU citizens with a qualified digital certificate register in the web portal, the Agency processes tax number data, name, surname, date of birth, address (postcode, city), country of residence, e-mail address and telephone number. When third-country nationals register in the portal, the Agency processes, in addition to the above</p>

	<p>information, the number of the identity document (identity card or passport).</p> <p>Purpose: The Agency will collect, store and process personal data of users exclusively for the purpose of conducting online training and UAS operators' registration.</p> <p>Legal basis: The Agency shall process users' personal data for the purpose of implementing Commission Implementing Regulation (EU) 2019/947 of 24 May 2019 on the rules and procedures for the operation of unmanned aircraft. The Agency undertakes to process personal data for the exercise of its responsibilities and in accordance with the rules on the protection of personal data.</p> <p>How long: The personal data of users shall be kept permanently.</p>
Users of personal data	A contractual processor maintaining the web portal for the Agency and EASA (European Aviation Safety Agency) Repository.
Transfer of personal data to a third country or to an international organisation	<p>Personal data (personal name, date of birth, residential address, e-mail address, telephone) is transferred to the Repository of the European Aviation Safety Agency (EASA).</p> <p>In case of the use of cookies, the data may be transferred to third countries (Google Inc. as Google Analytics and YouTube provider, LLC as a video hosting provider).</p>
The period of retention of personal data or, where this is not possible, the criteria to be used to determine that period	Stated above for different types of data.
Existence of the right to require of the operator access to personal data and rectification or erasure of personal data or limitation of processing in relation to the data subject, or the existence of a right to object to the processing and the right to data portability	<p>The data subject has the right to request access to personal data, rectification of personal data, erasure of personal data, restriction of processing of personal data, right to object to the processing and the right to data portability. The individual's request is dealt with in accordance with the provisions of the GDPR.</p> <p>An individual whose personal data is processed by the operator may also exercise his or her rights by sending a written request to the address referred to in point 4 (Information on the web portal operator).</p>
Where processing is based on paragraph (a) of Article 6(1) or paragraph (a) of Article 9(2)	Where the operator processes personal data of an individual on the basis of his or her consent, the individual shall have the

of GDPR, existence of the right to revoke the consent at any time without prejudice to the lawfulness of data processing carried out on the basis of consent until its revocation	right to revoke that consent at any time. The withdrawal of consent shall not affect the lawfulness of the processing carried out until revocation.
Validity of data processing of minors	The operator processes personal data of minors on the basis of the consent or authorization of the holder of parental responsibility (parent or legal representative) in the Agency's web portal (authorization is granted by registration of the operator in the web portal performed by a parent or legal representative of a minor).
Right to lodge a complaint with a supervisory authority	On the Information Commissioner's website, an individual may submit, by means of a form, a complaint about infringed legislation on the protection of personal data.
Whether the provision of personal data is a statutory or contractual obligation, or an obligation necessary for the conclusion of a contract, and whether the data subject is required to provide personal data and what are the possible consequences if such data is not provided	Personal data collected through visiting the web portal shall be transferred to the web portal operator for the purpose of the conduct of online training and registration of UAS operators in accordance with Commission Implementing Regulation (EU) 2019/947 of 24 May 2019 on the rules and procedures for the operation of unmanned aircraft.

5. Use of the UAS Repository web portal

Register for use of the UAS Repository web portal

Use of the UAS Repository web portal (hereinafter: UAS Repository) is possible for EU citizens through the use of SI-CAS, which allows for registration using a qualified digital certificate for electronic signatures. Use of the UAS Repository is possible with qualified digital certificates of the following issuers: SIGEN-CA, AC NLB, HALCOM-CA or POSTARCA. For third-country nationals, it is possible to use the UAS Repository without a qualified digital certificate for electronic signatures. For the purpose of authenticating the third-country national, a photocopy (in electronic form) of the identity document transferred to the UAS Repository shall be used.

A user wishing to use the UAS Repository in the name and for the account of the business entity shall be registered for the use of the UAS Repository by means of a qualified certificate issued by the certification authority to him as an authorized person of the business entity. It is not possible to use private qualified certificates for business purposes.

In the case referred to in the previous paragraph, the Agency will notify the user about the registration by e-mail.

A user wishing to use the UAS Repository in his name and for his own account can register for the use of the UAS Repository with the help of a qualified certificate (EU citizens) or without a qualified certificate (third-country nationals). In both cases, the Agency sends the notification of registration to the user by e-mail.

6. Responsibility of the Agency regarding the UAS Repository web portal

The Agency makes every effort to ensure that the UAS Repository web portal is available 24 hours a day 7 days a week, but does not guarantee that it will operate without interruptions, problems, mistakes or errors.

For technological, legal or business reasons, the Agency may modify or abolish individual parameters of the UAS Repository.

The Agency or its staff shall be excluded of liability within the legally permissible scope. The Agency or its staff shall in no case be liable for the loss or impairment of the availability of data or any other incidental, indirect, specific or consequential damage resulting from the use or inability to use the UAS Repository, including and without limitation on lost income or expected profit, loss of goodwill, loss of business, loss of data, technical error or malfunction or other damages.

The Agency may, at its sole discretion, waive or suspend access and use of the UAS Repository for breach of these general terms, applicable regulations or any other conduct which the Agency considers to be unlawful or harmful to third parties or to the operation of the UAS Repository. In case of cancellation, the user will be prevented from using the UAS Repository, and the Agency will use all necessary means or measures to carry out this cancellation and any legal remedies against such user.

On the UAS Repository web portal some web links also lead to other websites that are not managed by the Agency and it does not check their content. The Agency lists these links as a working tool for users, and such links do not constitute the approval of the Agency of products, services or information, nor do they constitute any link between the Agency and the operators of those linked websites.

In cases of force majeure, the Agency shall not be liable for failure to fulfil any of its obligations or damage caused for reasons beyond its control. Force majeure is understood to mean all unforeseen and unexpected events that cannot be predicted or prevented by web portal administrators and have an impact on the operation of the web portal.

7. UAS Repository User Responsibility

The user is obliged to use the UAS Repository in accordance with the regulations and these general terms and conditions. The user may use the UAS Repository in his own name and for his own account and in the name and for the account of those business entities for which he has, in accordance with the applicable regulations, the authorization or other legal basis for such business association or representation.

The user explicitly agrees to use the UAS Repository exclusively at his own risk. The content and functionality of the UAS Repository are provided to the user "as they are" and without any other guarantees.

When using the UAS Repository, the user explicitly undertakes not to act unlawfully or compromise the information security of the UAS Repository (e.g. false representation, infringement of intellectual property rights, unauthorized collection of personal data or business secrets, transmission of malware, unauthorized alteration of content, interference with communications in any direction or unnecessary burden on the UAS Repository, attempting false representation and similar) or encourage third parties to do so.

The user agrees that any data or documents sent using the UAS Repository will be considered complete and accurate.

The user undertakes to protect his or her personal password or data for a qualified digital certificate with particular care and not to show or give them to third parties and to be fully liable for any damage caused, either directly or indirectly, as a result of the use by third unauthorized parties of their access to the UAS Repository. The user also undertakes, taking into account the user instructions of manufacturers of hardware and software, instructions and warnings of the Agency, the certification service provider that

issued the qualified certificate, and other professional rules, warnings, instructions and recommendations, to ensure the highest possible level of security measures and minimise the risks of unauthorised access, data compromise or threat to operation of the UAS Repository and immediately inform the Agency of any security incidents related to the use of the UAS Repository.

8. Cookies

8.1 What are cookies?

Cookies are small text files stored on your computer or mobile device by websites you visit. The tasks of cookies vary. Cookies help the website to remember your settings, e.g. language, font size and other settings that you set on your computer to view our website, so you don't have to set them over and over again. In this way, websites can remember your preferences, information that you have already voted in a website survey, or just the fact that you are already registered to the website.

Some cookies are necessary for the functioning of the website (e.g. login cookie, cookie about your shopping cart), some are intended to improve user experience (e.g. save user preferences), some are also used to monitor website visits, which helps its manager to continuously improve the website and the user's experience with it. Some cookies allow users to be tracked across several websites.

8.2 Cookie management

Most web browsers automatically accept cookies.

8.3 What cookies do we use?

Most websites use cookies to provide better user experience and monitor visits statistics. They are a convenient means of preserving fresh and appropriate content that is in line with the interests and preferences of website users. Using cookies, the Agency assesses the effectiveness of the web portal design as well as the relevance of the content offered to the user on the web portal. The storage time of the cookie is up to 1 year. The user has the option to agree to or disagree with the use of cookies.

Cookies can be set up by the Agency's web portal that you have visited, or can be set up by other trusted websites/services that display content on the page you are viewing (e.g. Youtube, Google Analytics).

9. Declaration on the protection of personal data

9.1 In which case will the Agency contact you?

The Agency will contact you in the following cases:

- if you register with the UAS Repository,
- if you address your question or request for information at the Agency for the purpose of contact,
- before the expiry of the operator's registration and the validity of the remote pilot certificate.

9.2 Will your personal data be submitted to third parties?

The Agency shall forward your personal data to third parties (European Aviation Safety Agency) on the basis of Commission Implementing Regulation (EU) 2019/947 of 24 May 2019 on the rules and procedures for the operation of unmanned aircraft.

9.3 Can you find out which of your personal data is being processed by the Agency and how?

Upon your request, the Agency will provide you with access to, or allow copying of personal data, in accordance with the rules on the protection of personal data relating to you, and will provide you with a list of users to whom personal data were transmitted, when, on what basis and for what purpose. At your

request, the Agency will also provide you with other information relating to your personal data that it collects, in accordance with the rules on the protection of personal data. For the purpose of obtaining confirmation of the processing of personal data and, consequently, other information, individuals may send their request to the following e-mail address: dpo@caa.si

9.4 Security of data collected

The security of personal data shall be carried out in accordance with the provisions of the Agency's internal acts laying down the Agency's security policy.

9.5 Notification of personal data breaches

If the personal data breach is likely to jeopardise the rights and freedoms of individuals, the Agency will notify the competent supervisory authority (the Information Commissioner), in accordance with the GDPR, immediately or within 72 hours of the notification of the breach at the latest.

The notification of the personal data breach referred to in the preceding paragraph shall be made by the Agency on the infringement notification form published on the Information Commissioner's website.

Where a personal data breach is likely to cause a high risk to the rights and freedoms of individuals, the Agency will also inform them, except in exceptional cases provided for by the GDPR.

Where a personal data breach is likely to give rise to a high risk to the rights and freedoms of individuals, the Agency shall, in accordance with the provision of the General Data Protection Regulation, inform the data subjects without undue delay that there has been a personal data breach.

9.6 To conclude

The Agency undertakes to protect the confidentiality of the personal data of users of the web portal and use a secure link on the web portal. The Agency will use the collected data exclusively for the purposes for which it will be provided by users of the web portal and within the framework of the Agency's legal competences.

Personal data and contact information will not be used for other purposes and will not be disclosed to third parties without the explicit permission of the web portal user, unless otherwise specified by law or regulation. The Agency will do everything possible to protect your personal data from any violation or abuse.

9.7 Amendments to the general terms and conditions of personal data protection

The general terms and conditions of the privacy statement were last updated 09.06.2020.