

## Roger – PRTxxEM, PRTxxMF access readers & RARC software

11/09/2025 – Version 1

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and more open world

### **Manufacturer / Service provider:**

Roger Sp. z o.o. sp. k., Gościszewo 59, 82-400 Sztum, Poland

## **1. Introduction**

### **1.1 General**

This information notice explains how data generated by, or collected through, the PRTxxEM/MF series access readers (the "**Product**") is accessed, used, and shared [(including to provide RARC PC software (the "**Service**"))] and how the data is otherwise processed, in line with the requirements under Article 3 of the EU Data Act.

The following abbreviations are used in the document:

- **AT:** Audit Trail - is a record of chronological events or actions that occurred in given device (product).
- **EVL:** Event Log - is a chronological record of application events which is created automatically during software use and whose main purpose is to help identify and eliminate software faults.
- **APL:** Application (software) Log - is a chronological record of application events which is created automatically during software use and whose main purpose is to help identify and eliminate software faults.
- **EPDF:** Embedded Proprietary Data Format - Embedded Proprietary Data Format is a data format that does not conform to any standard data format and is created by the software developer/architect. Decoding data stored in the EPDF format requires knowledge of the specific format's syntax and data encoding method. In most cases, decoding data in the EPDF format requires the use of dedicated software and/or have specific knowledge.
- **N/A:** Not Applicable
- **DB:** Database

### **1.2 Product and service description**

PRTxxEM/MF series reader can be used as a identification point connected to the access controller or configured for autonomous work. In the first case, the reader's functionality is limited only to reading a credential (card/PIN) and sending data to an external controller, which takes further action. In case of work in a standalone mode, PRTxxEM/MF can independently supervise a single door using data entered in the process of their configuration. When configured for standalone operation PRTxxEM/MF reader independently (i.e. autonomously) controls the supervised door access point. PRTxxEM/MF readers are equipped with RS232 interface which can be used for both system configuration and import of the audit

trail stored in the reader memory. During operation PRTxxEM/MF continuously collects and stores in its internal memory banks events related to its operation. The AT generated by the controller is mainly related to access type events on a controlled door. In addition to it, controller registers some events related to its condition, faults, inputs and outputs state. Once the product is connected via cable to a computer with RARC software end user can download AT to a PC database, view loaded events and optionally save AT to the disc file. Data is stored on-premise by the system owner/customer.

### 1.3 Data holders

The following parties receive data from the Product and/or the Service and may use the data for their own purposes ("data holders"):

- System owner/customer

### 1.4 Terms of use and quality of service

All Roger services have Software User License Agreements and General License Terms and Conditions which can be found during installation, after installation within the service itself or at the [www.roger.pl](http://www.roger.pl).

## 2. Data which the Product is capable of generating

Product name	Nature of data	Format	Estimated volume	Collection frequency	Data retention
PRTxxEM/MF access series readers: <ul style="list-style-type: none"> <li>• PRT12EM</li> <li>• PRT62EM</li> <li>• PRT64EM</li> <li>• PRT64MF</li> <li>• PRT66EM</li> </ul>	AT: Yes  EVL: No  APL: No	EPDF: 8B	8kB	Product is capable of generating data continuously and in real time. The HW uses a circular buffer (first in, first out, FIFO) with up to 1,023 entries. If the product is online the AT can be transferred to the software.	Events are stored until overwritten due to buffer capacity (FIFO). No other retention policy implemented.

### 3. Data obtained by Service provider

Service name	Nature of data	Format	Estimated volume	Data retention
RARC software	AT: Available  EVL: Not available  APL: Not available	EPDF: 8B	8kB (1,023 events). The AT can be saved in disc file.	Retention time is not limited. No other retention policy is implemented.

### 4. Data access and user capabilities

Direct access to data	Indirect access to data	Erasure of data
For all services: The system owner has direct access to data through the provided service.	N/A	The owner/user can delete data using the features available in the software and/or device. Data deletion does not require contacting the device/system provider or any other third party including manufacturer.

### 5. How to request data sharing

You may request us to share data with a specific third party by contacting our support organization via email (see 9). We may under certain circumstances deny a request for data sharing to third parties.

### 6. Right to lodge a complaint

If you believe our handling of your data infringes your rights under applicable legislation, you have the right to lodge a complaint with the competent authority in your jurisdiction.

### 7. Trade secrets

In some cases, data from the connected products or related services may include trade secrets that we or our partners own. Trade secrets shall be preserved and disclosed only where all necessary measures prior to preserving their confidentiality are taken, in particular regarding third parties. In exceptional

circumstances, our ability to grant access to data may be limited due to trade secrets.

## **8. Term and termination**

The terms of use for Roger's services are defined in the General License Terms and Conditions and, where applicable, in a separate Licensing Agreement. Acceptance of these terms is required at the time of installation. Where no separate Licensing Agreement is provided, the General License Terms and Conditions constitute the sole legal basis for the use of the license.

You may end the contract by following the steps set out in Article 9 of the General License Terms and Conditions.

## **9. Contact information**

Should you have any questions regarding the data generated by the Product or the Service, do not hesitate to contact us at [support@roger.pl](mailto:support@roger.pl).