EU Data Notice

Roger – RKD24CT, RKD32 cabinets & RACS 5 supporting software

11/09/2025 – Version 1

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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 RKD24CT/RKD32 key cabinets (the "**Product**") is accessed, used, and shared [(including to provide VISO 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

RKD24CT and RKD32 are the electronic key cabinets which enable key management, storage and monitoring. Each monitored key is permanently attached to the RFID fob by the user. Keys stored in sockets are blocked mechanically. They can be collected solely by authorized users and according to predefined timetables. In case of emergency, keys can be released by means of emergency panel to which access is protected by means of traditional key. RKD cabinets can be operated standalone or networked. When in networked mode, the cabinet configuration and event monitoring is conducted by RACS 5 access system (Roger). The same access credentials (card, PINs) can be used in access control

system and on RKD cabinet. In standalone mode, the cabinet can be managed from graphical panel or remotely, via web browser. For integration with third party systems, the SDK is offered on individual terms. 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.

2.   Data which the Product is capable of generating

Product name	Nature of data	Format	Estimated volume	Collection frequency	Data retention
RKD series key cabinets: - RKD24CT - RKD32	AT: Yes EVL: No APL: Yes	AT: EPDF: 7kB APL: EPDF; 100B	This is dependent on system size as smaller systems create less amount of data compared to larger systems AT: SQLite DB; database size not limited. APL: TXT file. File size not limited.	Product is capable of generated data continuously and in real time. The number of data depends on the way how the product is used. The size of data is limited by device resources.	Data in electronic memory and has unlimited retention time. No other retention policy is implemented.

3. Data obtained by Service provider

Service name	Nature of data	Format	Estimated volume	Data retention
RACS 5 software package: • VISO Windows • VISO Web VISO Windows enables RACS 5 access system user management, event monitoring and system commanding.	AT: Yes EVL: Yes APL: Yes	AT: EPDF; 1,8kB EVL: EPDF; 1,8kB APL: EPDF; 150B	This is dependent on system size as smaller systems create less amount of data compared to larger systems. AT: MS SQL DB; database size not limited. EVL: MS SQL DB; database size not limited. APL: up to 7 files 50MB each.	AT: Data in DB has unlimited retention time. No retention policy is implemented. EVL: Data in DB has unlimited retention time. No retention policy is implemented. APL: APL data is overwritten, when max size (350MB) is reached. No time-related retention policy.
Viso Mobile Mobile app allows access system user management, system commanding and event auditing of RACS 5 system.	AT: Yes EVL: Yes APL: No	AT: EPDF; 1,8kB EVL: EPDF; 1,8kB	This is dependent on system size as smaller systems create less amount of data compared to larger systems. AT and EVL are retrieved from the RACS 5 DB server.	N/A - no data is kept on the mobile device.

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.