

Information notice for Clex public lock family (CX8120, CX8130, CX8140, CX8160, CX8170)

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Manufacturer / Service provider:

Uhlmann & Zacher GmbH, Gutenbergstraße 2-4, 97297 Waldbüttelbrunn

1. Introduction

1.1 General

This information notice explains how data generated by, or collected through, the Clex public lock family (the “**Product**”) is accessed, used, and shared (including to provide ClexFWProg, Clex SCT (the “**Service**”)) and how the data is otherwise processed, in line with the requirements under Article 3 of the EU Data Act.

1.2 Product and service description

Clex public lock family (CX8120, CX8130, CX8140, CX8160, CX8170) is a global platform for access management. The product generates audit trails (credential type, credential ID or IDs—without matching user names), event logs (major device events except card read activities), diagnostic counters, battery status, and sensor or operation alarms on the lock circuits. Data is collected during operation and stored on-device and on user access cards. Audit trails are stored indefinitely until overwritten by newer records.

1.3 Data holders

Clex systems are hosted on-premise by the system owner/customer. Therefore the system owner is the only party which has access to the data generated.

1.4 Terms of use and quality of service

The latest version can be found online at the address:
<https://uundz.com/verkaufs-und-lieferbedingungen>

2. Data which the Product is capable of generating

Product name	Nature of data	Format	Estimated volume	Collection frequency	Data retention
Clex public lock family (CX8120, CX8130, CX8140, CX8160, CX8170)	Audit trails (credential type, credential ID or IDs), event logs (major device events except card read activities), diagnostic counters, battery status, sensor/operation alarms	Byte array, machine readable only	Audit trail entries: 16 Bytes each, up to 1000 entries (configurable) on a first-in, first-out (FIFO) basis; counters transferred on demand	Data is generated continuously and in real-time	Audit trails are stored indefinitely until overwritten by newer records

3. Data obtained by Service

Service name	Nature of data	Format	Estimated volume	Data retention
Clex SCT	System log (user activities, errors, imports)	ca. 250 Byte per entry	The system log is appended every time with major user activities (loggin in / out, import XML files) and when errors occur. The size of one entry varies and is about 250 bytes long.	Indefinitely
ClexFWProg	Update logs	ca. 3,000 Byte per update (XML, gzipped)	File size for an update with 100 units is about 3000 bytes (xml format gzipped)	Indefinitely

4. Data access and user capabilities

Direct access to data	Indirect access to data	Erasure of data
Users can access audit trails and event logs directly via configuration tools, mobile apps, or PC software	N/A – Uhlmann & Zacher is not a Data Holder. The system owner is the data holder.	Users can erase product data by factory resetting the device or deleting data via the service software

5. How to request data sharing

Users may request data sharing with a specific third party by contacting customer support or using the online interface provided by the service provider. The same process applies as for indirect access to data. Requests may be denied under certain circumstances.

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 preserve 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

Your agreement to use the Service begins on the date you agree to the Terms of Use of the Service and is valid for the period you use the Service. You may end the contract by following the steps set out in the termination clause.

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 order@uundz.de.