

Processor agreement

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Parties of the agreement

Made and entered into between:

ONLINECITY.IO ApS - THE PROCESSOR

ONLINECITY.IO ApS Buchwaldsgade 50 5000 Odense C CVR nr.: 27364276

THE "PROCESSOR"

And

Customer - THE CONTROLLER

THE "CONTROLLER"

(The Processor and the Controller are collectively referred to as the "Parties" and individually a "Party")

Appendices to the Processor Agreement

Appendix 1 Primary service

Appendix 2 Technical and organisational security requirements and safeguards

Appendix 3 Sub-processors

Appendix 4 Controller's obligations

1. Background and purpose

1.1

The Parties have agreed to the provision of certain services from the Processor to the Controller, as described in more detail in the Parties' separate agreement to this effect and appendix 1 to this agreement (the "Primary Services").

1.2

In this connection, the Processor processes personal data on behalf of the Controller, and for that purpose, the Parties have entered into this agreement and underlying appendices (the "Processor Agreement")

1.3

The purpose of the Processor Agreement is to ensure that the Processor complies with the personal data regulations in force from time to time, including in particular:

the Danish Act on Processing of Personal Data (Act 2000-05-31 no. 429, as amended)

the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016) when this takes effect.

2. Scope

2.1

The Processor is authorised to process personal data on behalf of the Controller on the terms and conditions set out in the Processor Agreement.

2.2

The Processor may only process personal data subject to documented instructions from the Controller ("Instructions"). This Processor Agreement, including appendices, constitutes the Instructions at the date of accept.

2.3

The Instructions may be changed or concretized at any time by the Processor.

2.4

Unless otherwise specified in the Processor Agreement, the Processor may use all relevant technical aids, including IT systems.

2.5

Regardless of the termination of the Processor Agreement, clause 6 of the agreement regarding confidentiality as well as clauses 9, 11 and 13 will remain in force after termination of the Processor Agreement.

Duration

3.1

The Processor Agreement applies until either (a) termination of the agreement(s) on provision of the Primary Services or (b) termination of the Processor Agreement.

THE PROCESSOR'S OBLIGATIONS

4.1 Technical and organisational security measures

4.1.1

The Processor is responsible for implementing necessary (a) technical and (b) organisational measures to ensure an appropriate security level. The measures must be implemented with due regard to the current state of the art, costs of implementation and the nature, scope, context and purposes of the processing and the risk of varying likelihood and severity to the rights and freedoms of natural persons. The Controller shall take the category of personal data described in appendix 1 into consideration in the determination of such measures.

4.1.2

Notwithstanding clause 4.1.1, the Processor shall implement the technical and organisational security measures as specified in (a) appendix 2 to this Processor Agreement and (b) the agreement(s) on provision of the Primary Services.

4.1.3

The Processor shall implement the suitable technical and organisational measures in such a manner that the processing by the Processor of personal data meets the requirements of the personal data regulation in force from time to time.

4.1.4

The Parties agree that the provided safeguards as specified in appendix 2 are adequate at the date of conclusion of this Processor Agreement.

4.1.5

The Processor must report all breaches of personal data security to the Controller as soon as the Processor become aware of the incident and, if possible, within 24 hours after the Processor has been notified of the incident unless it is unlikely that the breach of personal data security will endanger the rights or constitutional rights of natural persons.

4.2 EMPLOYEE CONDITIONS

4.2.1

The Processor shall ensure that employees who process personal data for the Controller have undertaken to observe confidentiality or are subject to an appropriate statutory duty of confidentiality.

4.3 DOCUMENTATION FOR COMPLIANCE WITH OBLIGATIONS

4.3.1

Upon written request, the Processor shall document to the Controller that the Processor:

- a) meets its obligations under this Processor Agreement and the Instructions.
- b) meets the provisions of the personal data regulation in force from time to time, in respect of the personal data processed on behalf of the Controller.

4.3.2

The Controller's documentation must be provided within reasonable time.

4.3.3

The specific content of the obligations under clause 4.3.1 is described in appendix 3 to this Processor Agreement.

4.4 Assistance

4.4.1

The Processor shall to the necessary and reasonable extent assist the Controller in the performance of its obligations in the processing of the personal data covered by this Processor Agreement, including in connection with:

- responses to data subjects on exercise of their rights;
- Security Breaches;
- impact assessments;
- prior consultation of the supervisory authorities;

5. SUB-PROCESSORS

5.1

The Processor may only use a third party for the processing of personal data for the Controller ("Sub-Processor") provided that it is specified in:

- a) appendix 3 to this Processor Agreement; or

b) Instructions from the Controller.

5.2

The Controller and the Processor shall conclude a written agreement imposing the same data protection obligations on the Sub-Processors as those of the Controller (including in pursuance of this Processor Agreement).

5.3

Moreover, the Sub-Processors also acts only under the Instructions of the Processor.

5.4

The Processor is directly responsible for the Sub-Processors' processing of personal data in the same manner as had the processing been carried out by the Controller.

6. TRANSFER TO THIRD COUNTRIES AND INTERNATIONAL ORGANISATIONS

6.1

The Processor may only transfer personal data to third countries or international organisations to the extent specified in:

6.2

Instructions from the Controller.

6.3

In any case, personal data may only be transferred to the extent permitted under the personal data regulation in force from time to time.

7. DATA PROCESSING OUTSIDE THE SCOPE OF THE INSTRUCTIONS

7.1

The Processor may process personal data outside the scope of the Instructions in cases where required by EU law or national law to which the Processor is subject.

7.2

If personal data are processed outside the scope of the Instructions, the Processor shall notify the Controller of the reason. The notification must be made before processing is carried out and must include a reference to the legal requirements forming the basis of the processing.

7.3

Notification should not be made if such notification would be contrary to EU law or national law.

8. BREACH

8.1

The regulation of breach in the agreement(s) on delivery of the Primary Services also applies to this Processor Agreement as were this Processor Agreement an integral part thereof. If this is not considered in the agreement(s) on delivery of the Primary Services, the general remedies for breach laid down in applicable law will apply to this Processor Agreement.

9. LIABILITY AND LIMITATION OF LIABILITY

9.1

The regulation of liability and limitation of liability in the agreement(s) on delivery of the Primary Services also applies to this Processor Agreement as were this Processor Agreement an integral part thereof. If this is not considered in the agreement(s) on delivery of the Primary Services, the provisions in this clause 9 will apply to this Processor Agreement.

9.2

The Parties are liable according to the general rules of applicable law, subject, however, to the limitations set out in this section.

9.3

The Parties disclaim any liability for indirect losses and consequential losses, including loss of profits, loss of goodwill, loss of savings and revenue, including expenses to recover lost revenue, interest loss and loss of data.

9.4

The Parties' liability for all cumulative claims under this Processor Agreement is limited to the total amounts due for the Primary Services for the 12-month period immediately preceding the wrongful act. If the Processor Agreement has not been in force for 12 months, the amount is calculated as the agreed payment for the Primary Services for the period during which the Processor Agreement has been in force divided by the number of months for which the Processor Agreement has been in force and then multiplied by 12.

9.5

The following are not covered by the limitation of liability in this clause 9:

Loss as a result of the other Party's grossly negligent or intentional acts.

Expenses and resource consumption in connection with the performance of a Party's obligations in relation to a supervisory authority or the data subject, including compensation to a data subject, to the extent that these are caused by a breach by the other Party.

10. FORCE MAJEURE

10.1

The regulation of force majeure in the agreement(s) on delivery of the Primary Services also applies to this Processor Agreement as were this Processor Agreement an integral part thereof. If this is not considered in the agreement(s) on delivery of the Primary Services, the provisions in this clause 10 will apply to this Processor Agreement.

10.2

The Controller cannot be held liable for situations normally referred to as force majeure, including, but not limited to, war, riots, terrorism, insurrection, strike, fire, natural disasters, currency restrictions, import or export restrictions, interruption of traffic, interruption or failure of energy supply, public data systems and communication systems, long-term illness of key staff, virus and occurrence of force majeure at subcontractors.

10.3

Force majeure may only be asserted for the number of working days for which the force majeure situation lasts.

11 CONFIDENTIALITY.

11.1

The regulation of confidentiality in the agreement(s) on delivery of the Primary Services also applies to this Processor Agreement as were this Processor Agreement an integral part thereof. If this is not considered in the agreement(s) on delivery of the Primary Services, the provisions in this clause 11 will apply to this Processor Agreement.

11.2

Information regarding the content of this Processor Agreement, the underlying Primary Services or the other Party's business which is either, in connection with the disclosure to the receiving Party, designated as confidential information, or which, by its nature or otherwise, should be considered as confidential, must be treated as confidential and subject to at least the same degree of care and discretion as the Party's own confidential information. Data, including personal data, are always confidential information.

11.3

However, the duty of confidentiality does not apply to information which is or becomes publicly available without this being the result of a breach of a Party's duty of confidentiality, or information which is already in the possession of the receiving Party without any similar duty of confidentiality or information which is developed independently by the receiving Party.

12. TERMINATION

12.1

Termination for cause or breach

12.2

The Processor Agreement may only be terminated according to the provisions on termination in the agreement(s) on delivery of the Primary Services.

12.3

Termination of this Processor Agreement is subject to - and allows for - simultaneous termination of the parts of the agreement(s) on delivery of the Primary Services that concern personal data processing pursuant to the Processor Agreement.

13. DISPUTE RESOLUTION

13.1

The regulation of dispute resolution, including governing law and venue, in the agreement(s) on delivery of the Primary Services also applies to this Processor Agreement as were this Processor Agreement an integral part thereof. If this is not considered in the agreement(s) on delivery of the Primary Services, the provisions in this clause 13 will apply to this Processor Agreement.

13.2

The Processor Agreement is subject to Danish law with the exception of (a) rules leading to the use of law other than Danish law and (b) the UN Convention on Contracts for the International Sale of Goods (CISG).

13.3

Should any dispute arise in connection with the Processor Agreement or its performance, the Parties shall in a positive, cooperative and responsible spirit seek to initiate negotiations for the purpose of settling the dispute. If necessary, attempts must be made to transfer negotiations to executive level in the Parties' respective organisations.

13.4

If the Parties are unable to solve the dispute by negotiation, the Parties are entitled to demand that the dispute be finally settled by the ordinary courts of law. The court in Odense has been selected as venue. However, the referral arrangements of the Danish Administration of Justice Act to the High Court and the Maritime and Commercial Court still apply.

14 PRECEDENCE

14.1

In the event of any discrepancies between this Processor Agreement and the agreement(s) on delivery of the Primary Services, this Processor Agreement takes precedence, unless otherwise directly specified in the Processor Agreement.

APPENDIX 1 - PRIMARY SERVICE

1. PRIMARY SERVICE

1.1

The primary service consists of the following: Sending SMSes on the behalf of the Controller as well as giving support.

2. PERSONAL DATA

2.1

Types of personal data processed in connection with the delivery of the Primary Service:

Sender's telephone number

Receiver's telephone number

Sender's name

Password

Booking information

Purchase history

E-mail address

Username

2.2

Any data about an identified or identifiable data subject, except for those mentioned above.

The category of registered identified or identifiable natural persons covered by the Controller Agreement:

Potential customers

Customers

Employees

APPENDIX 2 - TECHNICAL AND ORGANISATIONAL SECURITY REQUIREMENTS AND SAFEGUARDS

1. Specific technical and organisational security requirements:

The following specific requirements are made for the Sub-processor's technical security:

- A. implement log-in and passwords procedures, set up and maintain a firewall and antivirus software as well as subjugating transmission of personal data to a strong encryption that is maintained.
- B. ensure that only employees with a specific work-related purpose have access to personal data.
- C. store data storage medias in a responsible way where they are not accessible for third parties.
- D. ensure that buildings and systems that are used for the data processing are secure and that there is only used hardware and software of high quality which is updated regularly.
- E. ensure that employees receive adequate instructions in and guidelines for handling personal data. The Processor is obligated to ensure that the employees that are involved in processing personal data are familiar with the safety measures.
- F. ensure that those employees who are authorized to process personal, have signed confidentiality agreements or are subjugated to a regulated confidentiality obligation.
- G. ensure that data is only used on the behalf of the processor and that the processor cannot use the data for own purposes such as commercial use.

2. Anonymization of personal data:

The Processor anonymises the content of text messages 30 days after termination. This includes phone number, sender identification, and message content. For overcharged SMSes the data is stored for 6 months so we can process refund requests in a timely manner.

Appendix 3 - SUBPROCESSORS

1. In general

1.1

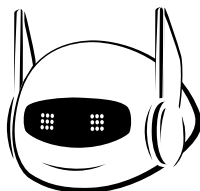
The Controller hereby authorize that the use the following sub-processors:

- A. Amazon Data Services Denmark ApS Ørestadsboulevard 73 2300 København S CVR-nr.:38 91 63 94
- B. Amazon Data Services Frankfurt am Main Germany
- C. Amazon Data Services Burlington Plaza, Burlington Rd, Dublin 4 Ireland
- D. Netgroup A/S Hørskættten 5 2630 Taastrup CVR-nr.: 26093503
- E. Netgroup A/S Sydvestvej 100, 2. sa 2600 Glostrup CVR-nr.: 26093503

APPENDIX 4 CONTROLLER'S OBLIGATIONS

1

The Controller has the following obligations a) to ensure that the Instructions are lawful in relation to the personal data regulation in force from time to time. b) that the Instructions are appropriate in relation to this Processor Agreement and the Primary Service.



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