

Terms and Conditions | MyParcel.com

Version : 2.0
Date : 14-06-2018

The following terms and conditions apply to any and all agreements between MyParcel.com B.V. and its customers. Use of the services provided by MyParcel.com B.V. are also subject to the following terms and conditions. MyParcel.com B.V. has its registered office at Woldenburg 21, 2135 BL, Hoofddorp (the Netherlands) and is registered with the Dutch Chamber of Commerce under number 63190133 (hereinafter: "**MyParcel.com**").

ARTICLE 1. DEFINITIONS

The capitalized terms in these Terms and Conditions, both singular and plural, are considered to have the meaning as described in this article:

- 1.1. **Account:** the personal account which the Customer can create via the Website, for the purpose of enabling use of the Services.
- 1.2. **Agreement:** any agreement between MyParcel.com and the Customer under which MyParcel.com provides Services to Customer, and of which these Terms and Conditions form an integral part.
- 1.3. **Customer:** the natural person or legal entity, acting in a professional capacity, with whom MyParcel.com has concluded an Agreement.
- 1.4. **Data Processing Addendum:** the addendum attached as an annex (Annex I) to these Terms and Conditions, governing the processing of personal data through the use of the Services, which forms an integral part of the Agreement.
- 1.5. **Intellectual Property Rights:** all intellectual property rights and related rights, including but not limited to copyrights, database rights, domain name rights, trademark rights, brand rights, model rights, neighbouring rights, patent rights and rights to know-how.
- 1.6. **In Writing:** dated and signed correspondence on paper. In addition, this also includes email and fax messages, insofar as the origin and integrity of such messages can be sufficiently established.
- 1.7. **Service(s):** the products and services provided by MyParcel.com to the Customer under the Agreement, including, but not limited to the provision of shipping & delivery software and tools which Customer can integrate on their sales channels, for the purpose of (partly) streamlining the delivery of Customer's products.
- 1.8. **Terms and Conditions:** these terms and conditions.
- 1.9. **Website:** the website www.sendmyparcel.com and all related subdomains.

ARTICLE 2. CONCLUSION OF THE AGREEMENT

- 2.1. The Agreement will commence upon by the registration for an Account on the Website by the Customer.
- 2.2. All of the details that the Customer provides to MyParcel.com during the registration must be correct and complete. The Customer is obliged to treat the login codes provided by or to MyParcel.com with care and confidentiality and may only disclose it to authorised employees. MyParcel.com cannot be held liable for any unauthorised use of the Customer's login codes by third parties.
- 2.3. The Terms and Conditions apply to the registration process, the use of the Account by the Customer, to the use of the Services, and to any future assignments.
- 2.4. Terms or conditions stated by Customer, that deviate from or are not contained within these Terms and Conditions, are only binding for MyParcel.com in case MyParcel.com explicitly confirmed the applicability of such deviating terms and conditions In Writing.

ARTICLE 3. DELIVERY OF SERVICES

- 3.1. The services offered by MyParcel.com are described on the Website. The Services to be provided depend on which Services the Customer has purchased via the ordering process on the Website.
- 3.2. MyParcel.com endeavours to perform the Services to the best of its ability and in a manner to be expected from a careful professional. All Services are provided "as is". The Customer is fully responsible for any costs and risks relating the implementation of the Services.

- 3.3. Any stated or agreed upon delivery times are estimates made by MyParcel.com to the best of its ability. Exceeding such delivery times, whatever the cause or reason, shall not result in MyParcel.com being in default.
- 3.4. MyParcel.com will take into account any reasonable requests of the Customer when fulfilling the Agreement but is not obliged to comply with such requests. MyParcel.com may charge additional costs for complying with a request.
- 3.5. MyParcel.com, at its sole discretion, is entitled to make use of third parties in the performance of the Agreement.

ARTICLE 4. USE OF THE SERVICE

- 4.1. In order to be able to make use of and have access to the Services, Customer has to create an Account in the manner indicated by MyParcel.com.
- 4.2. The Customer must secure access to its Account(s) by protecting the username and password against third party access. In particular the Customer must keep any login information strictly confidential. MyParcel.com may assume that all actions undertaken from Customer's Account after logging in with its credentials is authorized and supervised by the Customer. This means that the Customer is responsible for all activities conducted via its Account.
- 4.3. As soon as Customer knows or has reason to assume that its Account has been accessed by an unauthorised third party or is otherwise compromised, Customer must inform MyParcel.com of this without undue delay, notwithstanding its own obligations to take immediate effective measures, such as changing its login credentials.
- 4.4. Use of the Service must be in accordance with instructions given by MyParcel.com.
- 4.5. The Customer is not allowed to use the Services:
 - a) in any way that is unlawful, illegal, fraudulent or harmful; or
 - b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 4.6. If, in the opinion of MyParcel.com, the continued functioning of the computer systems or network of MyParcel.com or third parties may be under threat of being damaged or jeopardized, MyParcel.com may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.
- 4.7. MyParcel.com may implement technical or other measures to protect the Services. Where MyParcel.com has implemented such measures, the Customer may not remove or circumvent these measures.
- 4.8. It is not permitted to use the Service in a manner that causes a nuisance or hindrance for other users. This includes (among others) the use of personal scripts or programs resulting in large amounts of data being up- or downloaded.
- 4.9. The Customer is not permitted to access the software source code (including object code) of the Service, either during or after the duration of the Agreement.

ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. MyParcel.com or its suppliers will retain all Intellectual Property Rights relating to the Website, the Service, the software and all other information or materials provided to the Customer by MyParcel.com.
- 5.2. Upon conclusion of the Agreement, the Customer shall be granted a non-exclusive, non-transferable and non-sublicensable right to use the Service for the duration of the Agreement.
- 5.3. All Intellectual Property Rights regarding Customer's data processed via the Service remain vested in Customer. MyParcel.com receives a limited license to use Customer's data to provide the Service, including future aspects thereof.
- 5.4. The Customer is not authorised to make changes in the Services and is not entitled to a copy of the source files of the Services, except in cases where that is permitted under mandatory law.

ARTICLE 6. AVAILABILITY, MAINTENANCE AND MODIFICATIONS

- 6.1. MyParcel.com endeavours to keep its Service available as much as possible. However, MyParcel.com does not warrant uninterrupted availability.
- 6.2. MyParcel.com uses its best efforts to perform maintenance with regard to its Service. Maintenance includes patches, updates and upgrades installed on MyParcel.com's sole discretion in order to increase performance and/or the security of the Service. MyParcel.com endeavours to notify the Customer in advance when planned

maintenance will have an impact to the availability of the Service. When reasonably possible, maintenance will take place when use of the Service is averagely low. Emergency maintenance may be carried out at any moment.

- 6.3. MyParcel.com may from time to time change functionalities in its Service. Suggestions and feedback of the Customer are welcome, but ultimately MyParcel.com will decide which functions will be added or changed.
- 6.4. MyParcel.com does not guarantee that Service is free of malfunctions. The Customer acknowledges that the Service may be disrupted for various reasons. MyParcel.com will endeavour to deliver a complete continuity of Service and to repair disruptions within a reasonable time. MyParcel.com is not liable for damages resulting from the temporary unavailability of the Service.

ARTICLE 7. SUPPORT

- 7.1. MyParcel.com may, at its own discretion, offer the Customer support with regard to questions about the use of the Services, as well as with technical issues related to the Services.
- 7.2. Support requests can be addressed to MyParcel.com via the support form and the other channels MyParcel.com uses for these purposes. MyParcel.com endeavours to handle requests submitted to the help desk within a reasonable period. The time needed to resolve reported issues may vary.

ARTICLE 8. PRIVACY AND SECURITY

- 8.1. MyParcel.com will take appropriate security measures to protect the Website or the Services against the risks of unauthorized access or modifications, destruction or loss of the information that the Customer entered through the Website or Services, but MyParcel.com can give no guarantee in this regard.
- 8.2. During the processing of personal data, MyParcel.com and the Customer shall adhere to the requirements of applicable privacy laws and regulations in accordance with the Data Processing Addendum.

ARTICLE 9. PRICES AND FEES

- 9.1. For the use of the Services, Customer must pay MyParcel.com the fees as agreed upon via the online ordering process on the Website. All prices, fees or rates are exclusive of VAT, unless otherwise specified.
- 9.2. Amounts due are to be paid in British Pound Sterling (GBP), unless any other currency was specified by MyParcel.com at the time of concluding the Agreement or if MyParcel.com at a later moment deviated therefrom In Writing.
- 9.3. The Customer is responsible for any costs resulting from exchange rates or foreign transactions.
- 9.4. MyParcel.com is entitled to change its fee structure and/or the agreed upon fees at any given moment and in its sole discretion.

ARTICLE 10. PAYMENT

- 10.1. MyParcel.com will issue an electronic invoice for all amounts owed, except when Customer pays the owed amounts immediately following the online ordering process on the Website.
- 10.2. Customer agrees to electronic invoicing and will provide MyParcel.com with an email address to which invoices may be sent.
- 10.3. All invoices are subject to a payment term of fourteen (14) days after the invoice date (as stated on the invoice), unless the invoice specifies a different payment term, or another term has been agreed In Writing.
- 10.4. If payment is not received within the aforementioned period, statutory interest will be owed and MyParcel.com will send Customer a maximum of two payment reminders, each providing Customer an additional seven (7) days to pay the amounts owed in full.
- 10.5. If the amounts due are not paid in full within the aforementioned period then (i) MyParcel.com will have the right to demand payment in advance for any future services, and (ii) Customer will be in default by operation of law and Customer will be liable to pay, in addition to the amounts owed, full compensation for extrajudicial and judicial collecting costs, including costs for lawyers, bailiffs and debt collection agencies, insofar permitted by law.

- 10.6. In the event of the Customer's liquidation, bankruptcy, seizure or suspension of payment, all amounts owed to MyParcel.com will be immediately due and payable by the Customer.
- 10.7. When MyParcel.com has reasonable doubts regarding Customers ability to meet all future payment obligations, then MyParcel.com is entitled to demand assurance for such future payment obligations. In case Customer is not able to provide adequate assurance, MyParcel.com has the right to terminate the Agreement without taking into account a notice period.

ARTICLE 11. LIABILITY

- 11.1. MyParcel.com's liability for loss and/or damages resulting from a failure in the performance of the Agreement, an unlawful act or otherwise, is limited per event to the amount (exclusive of VAT) that the Customer has paid under the Agreement during the three (3) months immediately preceding the breach, the act or omission giving rise to liability. In any event, MyParcel.com's liability towards Customer will never surpass GBP 25,000 per calendar year.
- 11.2. MyParcel.com is only liable for direct loss and/or damage arising from an attributable failure in the performance of the Agreement, an unlawful act or otherwise. Direct loss and/or damage is solely understood to mean any and all loss and/or damage consisting of:
 - a) the damage caused directly to tangible objects ('property damage');
 - b) reasonable and demonstrable costs the Customer has had to incur in demanding that MyParcel.com properly performs the Agreement, unless the defective performance is not attributable to MyParcel.com;
 - c) reasonable costs to determine the cause and the extent of the direct loss and/or damage;
 - d) reasonable and demonstrable costs incurred by the Customer to prevent or limit the direct loss and/or damage, insofar as the Customer can demonstrate that such costs have resulted in limitation of the direct loss and/or damage;
 - e) reasonable and demonstrable costs for having the Agreement fulfilled by a third party, where MyParcel.com, after receiving notice from the Customer, fails to ensure proper performance within the reasonable term stipulated in the notice.
- 11.3. MyParcel.com shall in no event be liable for indirect damage or consequential damage, including but not limited to, loss of profit, lost savings and damage due to business interruptions.
- 11.4. Any limitation or exclusion of liability stipulated in the Agreement shall not apply in the event that the loss and/or damage is attributable to (i) wilful misconduct or deliberate recklessness on the part of MyParcel.com's management, or (ii) death or bodily injury.
- 11.5. Any right to claim compensation is at all times subject to the condition that the Customer notifies MyParcel.com of the loss and/or damage In Writing within no more than thirty (30) days of its discovery.

ARTICLE 12. FORCE MAJEURE

- 12.1. MyParcel.com cannot be obliged to perform any obligation under the Agreement if the performance is prevented due to force majeure. MyParcel.com is not liable for any loss and/or damage due to force majeure.
- 12.2. Force majeure is considered to exist in any event in case of power outages, Internet failures, telecommunication infrastructure failures, network attacks (including D(DOS) attacks), attacks by malware or other harmful software, civil commotion, natural disaster, acts of terrorism, mobilisation, war, import and export barriers, strikes, stagnation in supplies, fire, floods and any circumstance because of which MyParcel.com is not able to perform or is prevented from performing as a result of its suppliers, irrespective of the reason thereto.
- 12.3. If a force majeure situation has lasted for more than ninety (90) days, both parties will be entitled to terminate the Agreement In Writing with immediate effect. The Services which in that case have been delivered by MyParcel.com prior to the occurrence of the force majeure situation and during the force majeure situation will be paid for on a pro rata basis.

- 12.4. In context of carrier-contracts concerning the delivery of products sold by the Customer to its own customers, while making use of the Service, MyParcel.com merely acts as an intermediary between the Customer and his customers and the carrier. MyParcel.com is not liable for failures in the performance of the (carrier) agreement, since MyParcel.com does not form a party to such agreement.

ARTICLE 13. CONFIDENTIALITY

- 13.1. Both Customer and MyParcel.com shall protect information that is marked as confidential, or which under the given circumstances should reasonably be regarded as confidential ("Confidential Information"), by a reasonable degree of care against unauthorized disclosure.
- 13.2. Each party warrants that any employees that have a need to know Confidential Information are bound by confidentiality provisions which are at least as stringent as provided in the Agreement.
- 13.3. Confidential Information may be disclosed in response to a valid court or other governmental order, provided (if permitted by such order) the disclosing party is notified as soon as possible after receipt of the order and given the opportunity to seek legal redress against such disclosure, for instance by obtaining a preliminary injunction from a competent court.
- 13.4. Information which would otherwise be Confidential Information shall not be deemed Confidential Information to the extent that the receiving party proves by written records said information:
- a) is or has become publicly available without any wrongdoing by the receiving party;
 - b) was lawfully obtained by the receiving party prior to the date it was disclosed by the disclosing party;
 - c) is lawfully obtained by the receiving party from a third party, provided that the third party does not breach any confidentiality obligation towards the disclosing party; or
 - d) is independently developed by the receiving party and without the use of any information of the disclosing party.
- 13.5. Upon first request of the disclosing party, the receiving party shall destroy or return to the disclosing party all Confidential Information received in written or other tangible form, including all copies thereof.

ARTICLE 14. DURATION AND TERMINATION

- 14.1. The Agreement will commence upon the date of registration by means of creating an Account by the Customer and the confirmation of the registration by MyParcel.com and will then remain in force for an indefinite period. Both parties are entitled to terminate the Agreement at any time, subject to a notice period of one (1) month.
- 14.2. MyParcel.com may terminate the Agreement unilaterally and with immediate effect, in case the Customer:
- a) is dissolved or ceases to conduct all (or substantially all) of its business;
 - b) is or becomes insolvent or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - c) is declared bankrupt or when an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Customer.
- 14.3. MyParcel.com is entitled to terminate the Agreement without taking into account a notice period, in case the Customer breaches the Agreement in whole or in part and fails to cure such breach within fourteen (14) days after receiving notice of such breach from MyParcel.com. This does not affect any sums paid or payable by the Customer under the Agreement.
- 14.4. Where MyParcel.com suspends the performance of the Agreement, MyParcel.com will retain all its rights and claims under the Agreement and the applicable laws and regulations.
- 14.5. In the event that the Agreement is terminated, the amounts owed to MyParcel.com by the Customer will become immediately due and payable (irrespective of the reason for the termination).

- 14.6. Any dissolution of the Agreement, in full or in part, does not affect any sums paid or payable by the Customer under this Agreement. As such, no reversal of payments shall take place.
- 14.7. MyParcel.com and the Customer agree that the Customer cannot submit claims under article 6:271 of the Dutch Civil Code (obligation to nullify).

ARTICLE 15. EXIT

- 15.1. Upon termination of the Agreement, the Customer will no longer be entitled to use the Services. In such event, any implemented Service must be deleted from the Customer's systems.
- 15.2. After the Agreement has been terminated, MyParcel.com will retain all data and other details of the Customer for a period of three (3) months. After this period, MyParcel.com will have the right to delete all data and other details of the Customer from the MyParcel.com systems.

ARTICLE 16. CHANGES TO THE AGREEMENT

- 16.1. MyParcel.com is entitled to amend the Agreement, including these Terms and Conditions at any time provided it announces the proposed changes or additions to the Customer via the Website, the Service or otherwise In Writing, at least thirty (30) days prior to the date these changes or additions take effect.
- 16.2. Changes or additions that are not significant or those required by applicable mandatory law may be made at any time.
- 16.3. During the aforementioned period of thirty (30) days, the Customer may object, In Writing, to the proposed changes or additions - excluding those pursuant to Article 16.2. MyParcel.com will then reconsider and withdraw the amendment if it considers the objection well-founded. However, if MyParcel.com decides to implement the amendment despite the objection, the Customer will be entitled to terminate the Agreement as of the moment the amendment takes effect. Use of the Services after the date of effect shall constitute Customer's acceptance of the amendment.

ARTICLE 17. MISCELLANEOUS TERMS

- 17.1. The Agreement shall be governed by Dutch law, excluding any conflict of law provisions contained in Dutch law.
- 17.2. To the extent not otherwise provided for in mandatory law, all disputes related to the Service or the Agreement will be submitted to the competent Dutch court in the jurisdiction where MyParcel.com has its registered office.
- 17.3. Parties will first appeal to a court after they have made reasonable effort to resolve the dispute in mutual consultation.
- 17.4. The versions of logs, measurements and communications received and saved by MyParcel.com (including administration) will be considered authentic, subject to evidence provided by the Customer to the contrary.
- 17.5. The Customer agrees that MyParcel.com can transfer the rights and obligations attached to MyParcel.com under the Agreement to a third party.
- 17.6. If one or more provisions in these general terms and conditions become null or are declared nullified, the other provisions in these general terms and conditions will remain applicable in full. MyParcel.com and the Customer will then discuss new provisions to replace the null or nullified provisions, with as much observance of the purpose and intent of the original provisions as possible.
- 17.7. If the Customer moves or if the Customer's billing address, banking details, contact details such as e-mail address, or any other information relevant to MyParcel.com changes, the Customer must notify MyParcel.com as soon as possible about such.

data processing addendum on next page

ANNEX I. DATA PROCESSING ADDENDUM

The below Data Processing Addendum is entered into by and between the Customer (“Controller”) and MyParcel.com (“Processor”). This Data Processing Addendum applies to the processing of personal data through the Services provided by the Processor and forms an integral part of the Agreement.

ARTICLE 1. DEFINITIONS

- 1.1. In this Data Processing Addendum, “GDPR” means the General Data Protection Regulation as well as all laws and regulations that may replace this regulation in the future.
- 1.2. Terms defined in the GDPR have the same meaning in this Data Processing Addendum, unless another definition is given here.
- 1.3. “Personal Data” means personal data (as defined by the GDPR) relating to the Controller or its customers and/or other contacts.
- 1.4. “Sub-Processor” means a legal entity or person, not being a member of the Processor’s staff, who is or will be engaged by the Processor for the purpose of providing products or services to the Controller on the Processor’s behalf, for which purpose the engaged person or entity may receive or have access to Personal Data.

ARTICLE 2. GENERAL

- 2.1. The Processor and the Controller will each warrant compliance with the laws and regulations applicable to them, including in any event the laws and regulations related to the protection of Personal Data, such as the GDPR.
- 2.2. The Processor will only process Personal Data in accordance with the applicable laws and regulations and the written instructions of the Controller as set out in the Agreement.
- 2.3. The Processor will keep secret all Personal Data which it receives from the Controller, or to which it is given access by the Controller, and the Processor will not disclose or make this data accessible to third parties (other than permitted Sub-Processors) without prior written permission from the Controller, unless the Personal Data must be disclosed to a party authorised to receive such data (such as a supervisory authority, investigating officer or court) pursuant to a written obligation.
- 2.4. With respect to all Personal Data and instructions issued by the Controller to the Processor, the Controller guarantees that it has the necessary authority. The Controller will indemnify the Processor against any form of harm and/or third-party claims that may arise from, or be related to or based on, an assertion that the Controller was not authorised to issue certain Personal Data or a certain instruction to the Processor.
- 2.5. All subsidiaries, sister companies and parent companies in the Processor’s group have the same rights and associated obligations under this Data Processing Addendum as the Processor.
- 2.6. The Processor is entitled to charge the Controller any costs incurred in complying with the Controller’s requests under this Data Processing Addendum or applicable data protection laws and regulations.

ARTICLE 3. PROCESSING OPERATIONS AND PURPOSES

- 3.1. The Processor will process the Personal Data only to the extent necessary in order to supply the agreed Services to the Controller including improving those Services, or to fulfil a legal obligation. In case of processing connected to a legal obligation, the Processor will at the Controller’s request specify In Writing what processing it will perform in connection with which legal obligation.
- 3.2. The Personal Data, of Controller’s customers, that can be processed by the Processor on behalf of the Controller in using the Services may include one or more of the following data:
 - contact details (such as name, e-mail address, telephone number);
 - delivery details (such as delivery address);
 - product data (such as weight, dimensions of the parcel, content of the package).
- 3.3. The Controller warrants that the aforementioned list of categories of Personal Data is exhaustive and shall inform the Processor with undue delay of any changes necessary.

ARTICLE 4. SECURITY

- 4.1. The Processor and the Controller will put in place appropriate technical and organisational measures to secure the Personal Data against loss or any form of unlawful processing, including unnecessary collection, disclosure or further processing. A description of technical and organisational measures taken by the Processor will be provided to Controller on his request.
- 4.2. The Processor does not guarantee that the security measures are effective under all circumstances. The Processor will endeavour to ensure that the security measures are of a reasonable level, having regard to the state of the art, the sensitivity of the personal data and the costs related to the security measures.
- 4.3. The Processor and the Controller will give their staff members and permitted Sub-Processors access to the Personal Data only to the extent necessary for the permitted processing purposes.
- 4.4. The Controller will only make the Personal Data available to the Processor if it is assured that the necessary security measures have been implemented.
- 4.5. The parties acknowledge that effective security requires frequent evaluation and regular improvement of outdated security measures. The Processor will not materially decrease the overall security of the Service during the term of the Agreement.

ARTICLE 5. SUB-PROCESSORS

- 5.1. The Controller hereby gives the Processor general permission to engage Sub-Processors for the processing of the Personal Data, provided that the Processor abides by the applicable requirements of the GDPR and/or other applicable privacy legislation in doing so.
- 5.2. Processor shall inform Controller on his request about which Sub-Processors are engaged by Processor. Processor endeavours to inform Controller about any planned change in the used Sub-Processors, in which case Controller has the right to object (In Writing, within two weeks and supported by arguments) to the proposed change in Sub-Processors. Should Controller object to such change, then the parties will jointly endeavour to find a reasonable solution. If parties cannot come to a solution, then Processor is allowed to make the planned change in the used Sub-Processors and Controller is allowed to terminate the Agreement on the date that Processor will actually make the change in the used Sub-Processors.
- 5.3. The Processor will (i) contractually oblige every Sub-Processor to comply with the same or equivalent obligations to processing as those by which the Processor is bound under this Data Processing Addendum, and (ii) remain liable to the Controller for the performance of the Data Processing Addendum by the Sub-Processors and all other acts or omissions of the Sub-Processors in connection with the processing of the Personal Data.

ARTICLE 6. PROCESSING LOCATION

- 6.1. The Processor will not process or allow any Sub-Processors to process Personal Data in countries outside of the European Economic Area ("EEA") without a suitable level of protection, unless appropriate guarantees are in place as required by the GDPR (such as the EU Standard Contractual Clauses or binding corporate rules).

ARTICLE 7. NOTIFICATION OBLIGATION

- 7.1. In the event of a personal data breach (as defined in Article 4 (12) of the GDPR), the Processor shall notify the Controller thereof without undue delay, and in any event not later than forty-eight (48) hours upon the discovery of the personal data breach, after which the Controller shall determine whether or not to inform the relevant data subjects and/or the relevant supervisory authority.
- 7.2. If required under applicable data protection law, the Processor shall fully cooperate in notifying the relevant data subjects and/or the relevant supervisory authority.

ARTICLE 8. HANDLING REQUESTS AND COMPLAINTS FROM DATA SUBJECTS

- 8.1. If a data subject sends the Processor a request to access, improve, supplement, change or block their data, or submits a complaint to the Processor, the Processor will forward the request or complaint to the Controller and the Controller will follow up on the request or complaint. The Processor may inform the data subject that it has done so.

- 8.2. At the Controller's request and when reasonably necessary, the Processor will provide support to (i) allow data subjects access to their own Personal Data, with the approval and on the instructions of the Controller, (ii) delete or correct Personal Data, (iii) show that Personal Data have been deleted or corrected if they were incorrect (or, if the Controller does not agree that the Personal Data were incorrect, record the fact that the data subject considers their Personal Data to be incorrect) and (iv) otherwise make it possible for the Controller to comply with its obligations under the GDPR or other applicable legislation in the area of processing Personal Data.

ARTICLE 9. DATA PROTECTION IMPACT ASSESSMENT

- 9.1. In case applicable privacy legislation requires a data protection impact assessment (as defined in Article 35 of the GDPR) to be conducted or prior consultation with a supervisory authority is deemed necessary (in accordance with Article 36 of the GDPR), before the intended processing under the Agreement may be carried out, then Processor shall provide Controller with assistance to the extent necessary and reasonable.

ARTICLE 10. AUDIT

- 10.1. The Controller is entitled to arrange that a suitable external party who is acceptable to the Processor performs an audit in order to determine whether the Processor complies fully and correctly with this Data Processing Addendum. This party will be bound by confidentiality towards third parties.
- 10.2. In conducting the audit, an attempt will be made to minimise any impact on the Processor's business operations. Audits will be performed once per year at most, unless the Controller has specific grounds for suspecting that the Processor is not complying or not complying fully with its obligations and the Controller has communicated these suspicions In Writing to the Processor, substantiated with facts. The audit will be announced at least thirty (30) days in advance.
- 10.3. The Processor will cooperate in the audit and will make available any information and employees that may reasonably be relevant to the audit (including supporting information such as system logs) as soon as possible.
- 10.4. If the audit shows that the Processor has materially failed to comply with this Data Processing Addendum, the Processor will put in place at its own expense all measures necessary to remedy any observed breach as quickly as possible.
- 10.5. If the audit shows that the Processor has not failed to comply with this Data Processing Addendum, the Controller will bear the costs of the audit (including the reasonable costs incurred by the Processor in cooperating with the audit).

ARTICLE 11. DURATION AND TERMINATION

- 11.1. This Data Processing Addendum is entered for the duration set out in the Agreement.
- 11.2. In the event that the provision of Services to the Controller is discontinued, the Processor will - at the choice of the Controller - and subject to Article 15 (EXIT) of these Terms and Conditions, delete or return all Personal Data to Controller, and delete any existing copies, unless further storage of the Personal Data is required by law.
- 11.3. The parties may only amend this Data Processing Addendum In Writing and subject to mutual consent.