IT2018 EHK – SPECIAL TERMS AND CONDITIONS FOR THE PROCESSING OF PERSONAL DATA

1 SCOPE OF APPLICATION

1.1 These special terms and conditions shall apply when the supplier processes personal data on behalf of the customer under the agreement the parties have concluded. In this case, the customer acts as the controller and the supplier acts as the processor of personal data.

1.2 In addition to these special terms and conditions, the IT2018 YSE general terms and conditions shall apply. In case of discrepancy between these special terms and conditions and the IT2018 YSE general terms and conditions, these special terms and conditions shall take precedence.

2 DEFINITIONS

2.1 **Personal data** means any information relating to an identified or identifiable natural person or to any other personal data referred to in data protection legislation.

2.2 **Processor** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

2.3 **Processing** means any operation or set of operations that the supplier performs on behalf of the customer under the agreement the parties have concluded and that is performed on personal data or sets of personal data, whether or not by automated means, or to any other processing of personal data referred to in data protection legislation.

2.4 **Controller** means a natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data, or to any other controller referred to in data protection legislation.

2.5 **Data protection legislation** means the General Data Protection Regulation (679/2016) of the European Union, any other applicable data protection provisions, and any regulations and instructions issued by the data protection authorities.

3 GENERAL RIGHTS AND RESPONSIBILITIES IN THE PROCESSING OF PERSONAL DATA

3.1 The more detailed contents of the personal data processing, including:

(a) the nature and purpose of the processing;

(b) the type of personal data and categories of data subjects;

(c) the applicable data protection measures;

(d) the customer's rights and responsibilities as a controller in greater detail than set out in these special terms and conditions; and

(e) the object and duration of the personal data processing under the agreement

shall be described in greater detail in the agreement between the parties and appendices to it or in the customer's other instructions binding on the supplier.

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3.2 The customer has the right to give binding written instructions to the supplier on the processing of personal data. The supplier and the supplier's personnel shall process personal data in compliance with the applicable data protection legislation, the agreement between the parties, and the written instructions the customer has given to the supplier. The supplier shall notify the customer without delay if the supplier considers that the customer's instructions infringe the data protection legislation.

3.3 As the controller, the customer shall take the necessary measures to ensure that, as regards the customer, the processing of personal data to be transferred to the supplier complies with the data protection legislation.

3.4 At the customer's request, the supplier shall without delay provide the customer with all information the customer may need for fulfilling the rights of the data subjects, including any access rights, or for complying with the requirements or instructions of the data protection authorities. The supplier shall, without delay, inform the customer of all requirements and inquiries made by the data subjects, the Data Protection Ombudsman or other authorities. The supplier has the right to invoice the customer for these tasks in accordance with the agreement the parties have concluded or, if no price has been agreed, in accordance with the supplier's general price-list.

4 AUDITS

4.1 The customer or an auditor mandated by the customer has the right to audit whether the supplier meets its obligations related to the processing of personal data in order to assess the compliance of the supplier and its subcontractors with the obligations set by these special terms and conditions and other obligations set by the agreement for the processing of personal data.

4.2 The supplier assures the rights that the customer has under the data protection legislation to audit the supplier's subcontractors.

4.3 Any audits conducted by the customer shall not limit the obligations and responsibilities of the supplier or its subcontractors under these special terms and conditions or the agreement.

4.4 Each party to the agreement is liable for its part for the audit costs.

5 DATA SECURITY

5.1 The supplier shall take any appropriate technical and organisational measures to combat and prevent unauthorised and unlawful processing of personal data and to prevent unintentional loss, change, destruction of or damage to personal data.

5.2 The supplier shall ensure that the persons who process personal data have signed a confidentiality agreement or are under an appropriate statutory obligation of confidentiality, and that they process personal data only in connection with their duties for the agreed purpose.

5.3 The supplier shall notify the customer in writing without undue delay of all data security violations targeted at personal data and of any other incidents that have jeopardised the data security of personal data processed on behalf of the customer, or when the supplier has reason to believe that the data security may have been jeopardised. At the customer's request, the supplier shall provide the customer with all relevant information related to a data security violation. The supplier shall also inform the customer of the measures taken because of the data security violation. Unless otherwise provided by mandatory legislation obliging the supplier, the notification the supplier provides to the customer on a data security violation shall include at least the following:

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(a) a description of the nature of the violation,
(b) itemisation of the data at which the violation was targeted,
(c) if the target of the violation includes personal data, a description of the categories of data subjects in question and the total number of the persons affected,
(d) a description of the remedial actions that the supplier has taken or is going to take in order to prevent data security violations in the future,
(e) a description of the consequences of the data security violation, and
(f) a description of the actions the supplier has taken to minimise the adverse effects of the data protection breach.

5.4 The supplier shall document all violations of data security, comprising the facts relating to the violation, its effects and the remedial action taken.

6 LOCATION OF PERSONAL DATA

6.1 The supplier shall be entitled to transfer personal data freely within the European Union or the European Economic Area in order to provide the service. Unless otherwise agreed in writing, the supplier is also entitled to transfer personal data outside the European Union or the European Economic Area in compliance with the data protection legislation. The customer is entitled to receive information from the supplier at any time on location where personal data is processed.

6.2 If personal data is processed outside the European Union or the European Economic Area, each party to the agreement shall ensure for its part that the processing of personal data complies with the data protection legislation.

7 USE OF THIRD PARTIES IN DATA PROCESSING

7.1 Unless otherwise agreed in writing, the supplier is entitled to use another data processor as its subcontractor in the processing of personal data. At the customer's written request, the supplier shall inform the customer in writing of the subcontractors it uses.

7.2 When the supplier uses a subcontractor in the processing of personal data, the following terms and conditions are applicable:

(a) the assignment is governed by a written agreement; and
(b) the written agreement obliges the subcontractor to fulfil the same responsibilities and commitments that are applicable to the supplier under this agreement and the data protection legislation, and provides the customer with the same rights towards the subcontractor as the customer has towards the supplier.

7.3 Before changing any subcontractors participating in the processing of personal data or hiring new subcontractors, the supplier shall notify the customer of this in writing without undue delay. If the customer does not approve the change of subcontractors or the use of new subcontractors, the supplier has the right to terminate the agreement by giving 30 days' notice.

7.4 The supplier is responsible for its subcontractors' operations and defaults in relation to the customer.

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8 DELETING AND RETURNING PERSONAL DATA

8.1 During the period of validity of the agreement, the supplier shall not delete any personal data processed on behalf of the customer unless the customer so specifically requests.

8.2 Upon expiry of the agreement, the supplier shall, according to the customer's choice, either delete all personal data processed on the behalf of the customer or return it to the customer and delete all copies of it, unless the legislation requires the supplier to retain it. If the customer does not request the supplier to delete or return the personal data processed on the behalf of the customer, the supplier shall retain the personal data processed on the behalf of the customer for six (6) months after the expiry of the agreement, after which the supplier shall delete all copies of it, unless the legislation requires the supplier to retain it.

9 LIABILITY FOR DAMAGE AND LIMITATION OF LIABILITY

Unless the parties to the agreement have otherwise agreed in writing, these special terms and conditions are otherwise subject to Section 13 of the IT2018 YSE general terms and conditions, but a party's maximum liability for damage as referred to in Section 13.2 shall be double the amount indicated in Section 13.2.

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