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Data Processing Agreement

For the purposes of Article 28(3) of Regulation 2016/679 (the GDPR)

between

The person creating an account on dispo.dk (also referred to as "you", "user")
(the data controller)

and

dispo.dk (also referred to as "us", "we")
Denmark
privacy@dispo.dk
(the data processor)

each a "party"; together "the parties"

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to meet the requirements of the GDPR and to ensure the protection of the rights of the data subject.

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1. Preamble

1. These Contractual Clauses (the Clauses) set out the rights and obligations of the data controller and the data processor, when processing personal data on behalf of the data controller.
2. The Clauses have been designed to ensure the parties' compliance with Article 28(3) of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
3. In the context of the provision of dispo.dk, the data processor will process personal data on behalf of the data controller in accordance with the Clauses.
4. The Clauses shall take priority over any similar provisions contained in other agreements between the parties.
5. Four appendices are attached to the Clauses and form an integral part of the Clauses.
6. **Appendix A** contains details about the processing of personal data, including the purpose and nature of the processing, type of personal data, categories of data subject and duration of the processing.
7. **Appendix B** contains the data controller's conditions for the data processor's use of sub-processors and a list of sub-processors authorised by the data controller.
8. **Appendix C** contains the data controller's instructions with regards to the processing of personal data, the minimum security measures to be implemented by the data processor and how audits of the data processor and any sub-processors are to be performed.
9. **Appendix D** contains provisions for other activities which are not covered by the Clauses.
10. The Clauses along with appendices shall be retained in writing, including electronically, by both parties.
11. The Clauses shall not exempt the data processor from obligations to which the data processor is subject pursuant to the General Data Protection Regulation (the GDPR) or other legislation.

2. The rights and obligations of the data controller

1. The data controller is responsible for ensuring that the processing of personal data takes place in compliance with the GDPR (see Article 24 GDPR), the applicable EU or Member State¹ data protection provisions and the Clauses.

¹ References to "Member States" made throughout the Clauses shall be understood as references to "EEA Member States".

2. The data controller has the right and obligation to make decisions about the purposes and means of the processing of personal data.
3. The data controller shall be responsible, among other, for ensuring that the processing of personal data, which the data processor is instructed to perform, has a legal basis.

3. The data processor acts according to instructions

1. The data processor shall process personal data only on documented instructions from the data controller, unless required to do so by Union or Member State law to which the processor is subject. Such instructions shall be specified in appendices A and C. Subsequent instructions can also be given by the data controller throughout the duration of the processing of personal data, but such instructions shall always be documented and kept in writing, including electronically, in connection with the Clauses.
2. The data processor shall immediately inform the data controller if instructions given by the data controller, in the opinion of the data processor, contravene the GDPR or the applicable EU or Member State data protection provisions.

4. Confidentiality

1. The data processor shall only grant access to the personal data being processed on behalf of the data controller to persons under the data processor's authority who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and only on a need to know basis. The list of persons to whom access has been granted shall be kept under periodic review. On the basis of this review, such access to personal data can be withdrawn, if access is no longer necessary, and personal data shall consequently not be accessible anymore to those persons.
2. The data processor shall at the request of the data controller demonstrate that the concerned persons under the data processor's authority are subject to the abovementioned confidentiality.

5. Security of processing

1. Article 32 GDPR stipulates that, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the data controller and data processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

The data controller shall evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. Depending on their relevance, the measures may include the following:

- a. Pseudonymisation and encryption of personal data;
 - b. the ability to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - c. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
 - d. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
2. According to Article 32 GDPR, the data processor shall also – independently from the data controller – evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. To this effect, the data controller shall provide the data processor with all information necessary to identify and evaluate such risks.
 3. Furthermore, the data processor shall assist the data controller in ensuring compliance with the data controller's obligations pursuant to Articles 32 GDPR, by *inter alia* providing the data controller with information concerning the technical and organisational measures already implemented by the data processor pursuant to Article 32 GDPR along with all other information necessary for the data controller to comply with the data controller's obligation under Article 32 GDPR.

If subsequently – in the assessment of the data controller – mitigation of the identified risks require further measures to be implemented by the data processor, than those already implemented by the data processor pursuant to Article 32 GDPR, the data controller shall specify these additional measures to be implemented in Appendix C.

6. Use of sub-processors

1. The data processor shall meet the requirements specified in Article 28(2) and (4) GDPR in order to engage another processor (a sub-processor).
2. The data processor shall therefore not engage another processor (sub-processor) for the fulfilment of the Clauses without the prior general written authorisation of the data controller.

3. The data processor has the data controller's general authorisation for the engagement of sub-processors. The data processor shall inform in writing the data controller of any intended changes concerning the addition or replacement of sub-processors at least **7 days** in advance, thereby giving the data controller the opportunity to object to such changes prior to the engagement of the concerned sub-processor(s). Longer time periods of prior notice for specific sub-processing services can be provided in Appendix B. The list of sub-processors already authorised by the data controller can be found in Appendix B.
4. Where the data processor engages a sub-processor for carrying out specific processing activities on behalf of the data controller, the same data protection obligations as set out in the Clauses shall be imposed on that sub-processor by way of a contract or other legal act under EU or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Clauses and the GDPR.

The data processor shall therefore be responsible for requiring that the sub-processor at least complies with the obligations to which the data processor is subject pursuant to the Clauses and the GDPR.

5. A copy of such a sub-processor agreement and subsequent amendments shall – at the data controller's request – be submitted to the data controller, thereby giving the data controller the opportunity to ensure that the same data protection obligations as set out in the Clauses are imposed on the sub-processor. Clauses on business related issues that do not affect the legal data protection content of the sub-processor agreement, shall not require submission to the data controller.
6. The data processor shall agree a third-party beneficiary clause with the sub-processor where – in the event of bankruptcy of the data processor – the data controller shall be a third-party beneficiary to the sub-processor agreement and shall have the right to enforce the agreement against the sub-processor engaged by the data processor, e.g. enabling the data controller to instruct the sub-processor to delete or return the personal data.
7. If the sub-processor does not fulfil his data protection obligations, the data processor shall remain fully liable to the data controller as regards the fulfilment of the obligations of the sub-processor. This does not affect the rights of the data subjects under the GDPR – in particular those foreseen in Articles 79 and 82 GDPR – against the data controller and the data processor, including the sub-processor.

7. Transfer of data to third countries or international organisations

1. Any transfer of personal data to third countries or international organisations by the data processor shall only occur on the basis of documented instructions from the data controller and shall always take place in compliance with Chapter V GDPR.
2. In case transfers to third countries or international organisations, which the data processor has not been instructed to perform by the data controller, is required under EU or Member State law to which the data processor is subject, the data processor shall inform the data controller of that legal requirement prior to processing unless that law prohibits such information on important grounds of public interest.

3. Without documented instructions from the data controller, the data processor therefore cannot within the framework of the Clauses:
 - a. transfer personal data to a data controller or a data processor in a third country or in an international organization
 - b. transfer the processing of personal data to a sub-processor in a third country
 - c. have the personal data processed in by the data processor in a third country
4. The data controller's instructions regarding the transfer of personal data to a third country including, if applicable, the transfer tool under Chapter V GDPR on which they are based, shall be set out in Appendix C.6.
5. The Clauses shall not be confused with standard data protection clauses within the meaning of Article 46(2)(c) and (d) GDPR, and the Clauses cannot be relied upon by the parties as a transfer tool under Chapter V GDPR.

8. Assistance to the data controller

1. Taking into account the nature of the processing, the data processor shall assist the data controller by appropriate technical and organisational measures, insofar as this is possible, in the fulfilment of the data controller's obligations to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR.

This entails that the data processor shall, insofar as this is possible, assist the data controller in the data controller's compliance with:

- a. the right to be informed when collecting personal data from the data subject
 - b. the right to be informed when personal data have not been obtained from the data subject
 - c. the right of access by the data subject
 - d. the right to rectification
 - e. the right to erasure ('the right to be forgotten')
 - f. the right to restriction of processing
 - g. notification obligation regarding rectification or erasure of personal data or restriction of processing
 - h. the right to data portability
 - i. the right to object
 - j. the right not to be subject to a decision based solely on automated processing, including profiling
2. In addition to the data processor's obligation to assist the data controller pursuant to Clause 6.3., the data processor shall furthermore, taking into account the nature of the processing and the information available to the data processor, assist the data controller in ensuring compliance with:
 - a. The data controller's obligation to without undue delay and, where feasible, not later than 72 hours after having become aware of it, notify the personal data breach to the

competent supervisory authority, **Datatilsynet in Denmark**, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons;

- b. the data controller's obligation to without undue delay communicate the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons;
 - c. the data controller's obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a data protection impact assessment);
 - d. the data controller's obligation to consult the competent supervisory authority, **Datatilsynet in Denmark**, prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the data controller to mitigate the risk.
3. The parties shall define in Appendix C the appropriate technical and organisational measures by which the data processor is required to assist the data controller as well as the scope and the extent of the assistance required. This applies to the obligations foreseen in Clause 9.1. and 9.2.

9. Notification of personal data breach

1. In case of any personal data breach, the data processor shall, without undue delay after having become aware of it, notify the data controller of the personal data breach.
2. The data processor's notification to the data controller shall, if possible, take place within **72 hours** after the data processor has become aware of the personal data breach to enable the data controller to comply with the data controller's obligation to notify the personal data breach to the competent supervisory authority, cf. Article 33 GDPR.
3. In accordance with Clause 9(2)(a), the data processor shall assist the data controller in notifying the personal data breach to the competent supervisory authority, meaning that the data processor is required to assist in obtaining the information listed below which, pursuant to Article 33(3)GDPR, shall be stated in the data controller's notification to the competent supervisory authority:
 - a. The nature of the personal data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
 - b. the likely consequences of the personal data breach;
 - c. the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

4. The parties shall define in Appendix C all the elements to be provided by the data processor when assisting the data controller in the notification of a personal data breach to the competent supervisory authority.

10. Erasure and return of data

1. On termination of the provision of personal data processing services, the data processor shall be under obligation to delete all personal data processed on behalf of the data controller and certify to the data controller that it has done so unless Union or Member State law requires storage of the personal data.

The data processor commits to exclusively process the personal data for the purposes and duration provided for by this law and under the strict applicable conditions.

11. Audit and inspection

1. The data processor shall make available to the data controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 and the Clauses and allow for and contribute to audits, including inspections, conducted by the data controller or another auditor mandated by the data controller.
2. Procedures applicable to the data controller's audits, including inspections, of the data processor and sub-processors are specified in appendices C.7.
3. The data processor shall be required to provide the supervisory authorities, which pursuant to applicable legislation have access to the data controller's and data processor's facilities, or representatives acting on behalf of such supervisory authorities, with access to the data processor's physical facilities on presentation of appropriate identification.

12. The parties' agreement on other terms

1. The parties may agree other clauses concerning the provision of the personal data processing service specifying e.g. liability, as long as they do not contradict directly or indirectly the Clauses or prejudice the fundamental rights or freedoms of the data subject and the protection afforded by the GDPR.

13. Commencement and termination

1. The Clauses shall become effective on the date of account creation by the user.
2. Both parties shall be entitled to require the Clauses renegotiated if changes to the law or inexpediency of the Clauses should give rise to such renegotiation.
3. The Clauses shall apply for the duration of the provision of personal data processing services. For the duration of the provision of personal data processing services, the Clauses cannot be

terminated unless other Clauses governing the provision of personal data processing services have been agreed between the parties.

4. If the provision of personal data processing services is terminated, and the personal data is deleted or returned to the data controller pursuant to Clause 11.1. and Appendix C.4., the Clauses may be terminated by written notice by either party.
5. Signature

This Data Processing Agreement will be accepted as legally binding as part of the creation of the user's Dispo account, and is therefore not signed in writing.

If the Data Controller for any reason requires a signed copy of this agreement in writing, please contact privacy@dispo.dk

14. Data controller and data processor contacts/contact points

1. The parties may contact each other using the following contacts/contact points:
2. The parties shall be under obligation continuously to inform each other of changes to contacts/contact points.

Contact information for Data controller: email associated with the Data controller's Dispo account.

Contact information for Data processor: privacy@dispo.dk

Appendix A - Information about the processing

A.1. The purpose of the data processor's processing of personal data on behalf of the data controller is:

To make the platform Dispo available for the user, and the continuous improvement of the product and services associated with it.

A.2. The data processor's processing of personal data on behalf of the data controller shall mainly pertain to (the nature of the processing):

Dispo stores the user's email address, chosen username and profile picture for the purpose of logging in, customizing their experience and working with the features of the platform.

A.3. The processing includes the following types of personal data about data subjects:

Necessary data

- Email address
- Username

Optional data

The Data Controller can freely create any kind of information, including but not limited to, messages, pictures, attachments, files, tasks, project names, team names, spaces, conversations and other content submitted through the Dispo platform.

The Data Controller is solely responsible for ensuring that processing of the provided data is at all times in compliance with the rights and obligations of this agreement, and all other agreements between the user and Dispo.

A.4. Processing includes the following categories of data subject:

A person that is currently or have been a registered user of Dispo.

For all other types of data subjects created, invited or otherwise stored in Dispo by the users themselves, the user has the sole responsibility for ensuring that the processing of that data is at all times in compliance with the rights and obligations of this agreement and all other agreements between the user and Dispo.

A.5. The data processor's processing of personal data on behalf of the data controller may be performed when the Clauses commence. Processing has the following duration:

The processing of data will take place as long as the user has an active Dispo account.

If the user chooses to delete their account, this agreement will be terminated and all personal data about the user will automatically be anonymized and deleted where possible.

If the user engages in any unlawful activity or in any way uses Dispo in ways that violate any of our policies, we may choose to terminate the user's account and this agreement as well.

Depending on the severity of the case, we can in some circumstances be obligated to keep the user's personal information in order to assist law enforcement or to respond to legal process, investigations, fraud protection or to protect the rights and safety of others.

Appendix B - Authorised sub-processors

B.1. Approved sub-processors

On commencement of the Clauses, the data controller authorises the engagement of the following sub-processors:

NAME	CVR	ADDRESS	DESCRIPTION OF PROCESSING
Simply.com A/S	DK-29412006	Højvangen 4 8660 Skanderborg Danmark	Hosting of platform and database

The data controller shall on the commencement of the Clauses authorise the use of the abovementioned sub-processors for the processing described for that party. The data processor shall not be entitled – without the data controller's explicit written authorisation – to engage a sub-processor for a 'different' processing than the one which has been agreed upon or have another sub-processor perform the described processing.

B.2. Prior notice for the authorisation of sub-processors

No other time periods of prior notice defined.

Appendix C - Instruction pertaining to the use of personal data

C.1. The subject of/instruction for the processing

The data processor's processing of personal data on behalf of the data controller shall be carried out by the data processor performing the following:

Store the user's email address, chosen username and potentially the user's profile picture for the purpose of logging in and working within the platform.

The user can freely create any kind of information, including but not limited to, messages, pictures, attachments, files, tasks, project names, team names, spaces, conversations, and other content submitted through the Dispo platform.

We give the user tools to create and maintain whatever information the user chooses to submit, but it's the users sole responsibility to ensure that the processing of that data is in compliance with the rights and obligations of this agreement and all other agreements between the user and Dispo.

C.2. Security of processing

The level of security shall take into account:

When creating a Dispo account, the user's email address, chosen username and potentially profile picture will be stored in our database.

Dispo does not store the user's password directly, but instead uses a hashed, salted and peppered checksum of account passwords, which further protects the user's login information in case of a potential security breach.

The Data Processor is always entitled to implement alternative security measures, provided that such security measures as a minimum are equivalent to or provide a greater level of current data security.

C.3. Assistance to the data controller

The data processor shall insofar as this is possible – within the scope and the extent of the assistance specified below – assist the data controller in accordance with Clause 9.1. and 9.2. by implementing the following technical and organisational measures:

Dispo has built in tools to help the user delete their account, and at the same time anonymize their personal information across the platform.

This does not however affect the data which the user themselves have freely chosen to create inside the platform.

The user is solely responsible for ensuring that the processing of the data the user chooses to freely provide is always in compliance with the rights and obligations of this agreement and all other agreements between the user and Dispo.

The user is therefore also, before deletion of their account, obligated to ensure that they delete any personal data they have created, which is not allowed to be processed from that point forward.

We cannot assist the user in deleting information they themselves have created, and we can under no circumstances be held legally accountable for breaches resulting from information that have been freely created by the user, and/or the lack of appropriate security measures by the user themselves.

C.4. Storage period/erasure procedures

Personal data is stored as long as the user has an active Dispo account.

If the user chooses to delete their account, this agreement will be terminated and all personal data about the user will automatically be anonymised and deleted where possible.

If the user engages in any unlawful activity or in any way uses Dispo in ways that violate any of our policies, we may choose to terminate the user's account and this agreement as well.

Depending on the severity of the case, we can in some circumstances be obligated to keep the user's personal information in order to assist law enforcement or to respond to legal process, investigations, fraud protection or to protect the rights and safety of others.

C.5. Processing location

Processing of the personal data under the Clauses cannot be performed at other locations than the following without the data controller's prior written authorisation:

Dispo uses a sub-processor to host the Dispo platform and the data contained within.

The sub-processors data and infrastructure are located at multiple data centers in Denmark or inside the EU.

For further information about the sub-processor, please contact privacy@dispo.dk

C.6. Instruction on the transfer of personal data to third countries

We do not currently transfer data to third countries.

C.7. Procedures for the data controller's audits, including inspections, of the processing of personal data being performed by the data processor

If the Data Controller wishes to conduct an inspection or audit, the Data Controller must always notify the Data Processor at least 30 days ahead of time.

The Data Controller will cover all costs in connection with inspecting or auditing the security conditions of the Data Processor, as well as sub-processors.

The Data Processor will also be entitled to charge the Data Controller its standard hourly rate for time spent on all work that such an inspection or audit would entail for the Data Processor.

Appendix D - The parties' terms of agreement on other subjects

D.1. Objection against sub-processors

If the Data Controller does not wish for the Data Processor to use a new sub-processor about which it was notified, then the Data Controller must contact the Data Processor by email and object against the use of the new sub-processor before the engagement of the new sub-processor is carried out.

In the event that the Data Processor is unable to accommodate the Data Controller's objection against a new sub-processor, it must notify the Data Controller as soon as possible.

In which case, the Data Controller can then delete their Dispo account and stop using the platform.

D.2. General legal agreements

The Data Controller has freely accepted this Data Processing Agreement and all other agreements mentioned as part of the signup process.

A Dispo account cannot and must not be created unless the user manually checks the "I agree to the Terms of Service, Privacy Policy, Cookie Policy and Data Processing Agreement" checkbox on signup, consenting to all the mentioned legal documents (Terms of Service, Privacy Policy, Cookie Policy, Data Processing Agreement)

Dispo is currently in beta phase, which means that the software is not completely released or thoroughly tested yet and some unknown bugs may be present in the code.

The user accepts that the platform may not be stable, and that there are several risks involved when working with beta software.

Considering Dispo being free to use, and the user being aware of its beta software nature, the user chooses to use the platform at their own risk, and accepts that the user cannot hold us liable for any breaches, loss of data, loss of profit or goodwill, loss of business or business opportunities, direct or indirect damages or legal action against the user.

Due to the risk mentioned above, we urge the user to not use Dispo for managing any sensitive personal information, or to store any other highly sensitive information.

Contact information

If the user have any questions about the content of this Data Processing Agreement please contact privacy@dispo.dk