

Agreement on processing of personal data

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(in the following referred to as “Processing Agreement”)

1. INTRODUCTION

- 1.1 The parties to this Processing Agreement are Mango Apps ApS, registered at Flæsketorvet 68, 1711 København V (CVR no. 35632536) (in the following referred to as “Processor”) and any customer/client that the Processor is processing Personal Data on behalf of as a result of a Service Agreement (in the following referred to as “Controller”) (the Processor and the Controller jointly referred to in the following as “Parties”).
- 1.2 This Processing Agreement shall be added as an addendum to all Service Agreements that the Processor enters into.
- 1.3 The Processor informs the Controller, that prior to the commencement of processing of personal data, which is carried out on behalf of a private controller, a controller is – in some instances – itself obligated to notify its national Data Protection Agency of such processing. The Controller’s failure to comply with such an obligation cannot be attributed to the Processor in any way.
- 1.4 This Processing Agreement has last been updated on: *23 March 2016*

2. DEFINITIONS

- 2.1 “*Personal Data*” shall be construed as any personal data, cf. the Danish Personal Data Act,¹ art. 3(1), that is related to a Service Agreement.

¹ Act no. 429 of 31 May 2000 with subsequent changes.

- 2.2 “*process*” and conjugations of this word shall be construed in accordance with the Danish Personal Data Act, article 3(2).
- 2.3 “*Service Agreement*” shall be construed as an agreement concerning the Processor’s delivery of services through its websites, www.terapeutbooking.dk and/or www.easypractice.net, in which at least a part of the services delivered by the Processor is a processing of Personal Data on behalf of the client/Controller in order for the Processor to adequately provide the services agreed upon in the agreement.
- 2.4 “*Sub-Processor*” shall be construed as a legal person to whom the Processor has delegated tasks related to processing of Personal Data specified in article 5.

3. GENERAL PROVISIONS

- 3.1 The Processor is processing Personal Data for the Controller solely as per instructions from the Controller.
- 3.2 The Personal Data processed by the Processor must be processed in accordance with good practices for the processing of data as stipulated in the Danish Personal Data Act and must only be processed for purposes compatible with the Service Agreement.
- 3.3 The Processor shall at all times ensure compliance with the rules stipulated in the Danish Personal Data Act, notably article 41(3) – (5), as well as the Executive Order on the Processing of Personal Data.²
- 3.4 The Processor is established in Denmark and is as such only subject to Danish law. If the Controller is established outside of Denmark, and the Controller wishes the Processor to adhere to specific rules applicable in the Controller’s jurisdiction, the Controller is solely responsible for informing the Processor of such rules. At the Processor’s sole discretion, the Processor can take steps to comply with such rules described by the Controller.

4. GENERAL OBLIGATIONS OF THE PROCESSOR

- 4.1 The Processor shall implement appropriate physical, technical and organizational security measures to protect Personal Data against accidental or unlawful destruction, loss or deterioration and against unauthorized disclosure, abuse or other processing in violation of the provisions laid down in the Danish Data Protection Act and the Processing Agreement.

² Executive Order no. 528 of 15 June 2000.

4.2 The Processor shall ensure that employees employed in its organization are subject to and comply with an internal ruleset that stipulates that the employees are obligated to follow guidelines which secure Personal Data on a level of security corresponding to the rules set out in this Processing Agreement.

4.3 The Processor informs the Controller that the ruleset mentioned in article 4.2 is subject to internal examination and/or revision at the minimum once a year.

5. PROCESSING OF PERSONAL DATA

5.1 The Processor can delegate tasks related to storage of Personal Data to a Sub-Processor that processes personal data based on standards that secure Personal Data on a level of security corresponding to the rules set out in this Processing Agreement.

5.2 As of the date of this Processing Agreement, the Processor has chosen to delegate tasks related to storage of Personal Data to: *Curanet A/S*.

6. STORAGE AND DELETION OF PERSONAL DATA

6.1 The Processor ensures that Personal Data processed on behalf of the Controller is stored in a physically and digitally safe environment.

6.2 The Processor ensures that any medium where the Personal Data is kept is encrypted and password protected and protected from physical harm as well as theft by storage behind locks.

6.3 The Processor ensures that storage of Personal Data only takes place as long as the Personal Data is relevant and necessary to the fulfillment of the Service Agreement.

6.4 The Processor ensures that Personal Data, which is or has become irrelevant to the fulfillment of the Service Agreement, is deleted.

6.5 Deletion of Personal Data must be carried out safely with the use of programs that ensure sufficient overwriting of the deleted data.

7. ACCESS TO PERSONAL DATA

7.1 The Processor ensures that only the Processor and employees that are employed in a position where their tasks include processing of Personal Data have access to Personal Data.

7.2 The Processor keeps a list containing records of employees with access as stated above in article 7.1 to which the Controller has access at the Controller's request. The list must be updated as soon as possible whenever an employee is added to or deleted from the list.

8. CONFIDENTIALITY

8.1 The Processor ensures that Personal Data is not disclosed or transferred to any third parties outside of the Processor's organization.

8.2 Under the internal ruleset mentioned in article 4.2, the Processor ensures that employees employed in the Processor's organization are obliged to conform to rules on non-disclosure in relation to third parties.

9. SCRUTINY

9.1 Following the Controller's request, the Processor shall take steps to provide the Controller with sufficient documentation in order for the Controller to ensure that the Processor processes Personal Data in accordance with the rules laid out in the Personal Data Act, the Executive Order on the Processing of Personal Data and the Processing Agreement. Such a request shall be fulfilled on a case-by-case basis and only to the extent that the request can be fulfilled without undue difficulty for the Processor.

10. NOTIFICATION OF THE CONTROLLER

10.1 The Processor is obliged to notify the Controller of any deviances from the Processing Agreement caused by

- (i) downtime in the Processor's or Sub-Processor's systems,
- (ii) abuse, loss or deterioration of Personal Data,
- (iii) unauthorized access to and/or use of Personal Data, or
- (iv) other events that reasonably could be considered of interest to the Controller.

11. TERMINATION OF THE PROCESSING AGREEMENT

11.1 When a Service Agreement is terminated, the related Processing Agreement is terminated at the same time. Conversely, the Processing Agreement remains in force for as long as the related Service Agreement is in force.

11.2 Rules on confidentiality in accordance with article 8.1 of the Processing Agreement remain in force after the termination of the Processing Agreement.

11.3 In the event that the Processing Agreement is terminated, the Personal Data stored at time of termination shall, at the Controller's discretion, either be handed over to the Controller or be deleted in accordance with article 6.5.

11.4 In the event that the Controller requests the Personal Data to be deleted, and the Controller is of the opinion that the method used by the Processor is unsatisfactory, the Controller shall provide the Processor with an alternative method of deletion. At the discretion of the Processor, and to the extent that the method provided by the Controller is considered safe by the Processor, and the use of the method is not unduly cumbersome or expensive for the Processor, the Processor can make use of the method provided by the Controller. After using a method of deletion provided by the Controller, the Processor shall, in writing, inform the Controller of the result of the deletion process and the steps taken to ensure compliance with the method of deletion provided by the Controller.

12. AMENDMENTS

12.1 This Processing Agreement can at any time be amended by the Processor if such an amendment is necessary to comply with applicable law, including rules on personal data and the processing of such.

12.2 The Processor shall notify the Controller of an amendment to the Processing Agreement as stipulated in article 12.1 as soon as possible, to which the Controller shall confirm its receipt and accept of the amendment as soon as possible.

13. DAMAGES

13.1 In the event of damages caused in relation to Processing Agreement, the Parties are responsible in accordance with normal Danish rules on damages.

14. CHOICE OF LAW AND FORUM SELECTION

14.1 The Processing Agreement is governed by material Danish law excluding any choice-of-law rules and international law leading to the application of other material law than Danish.

14.2 In the event of any dispute arising out of the Processing Agreement, the dispute shall be solved amicably between the Parties.

14.3 If it is not possible to solve any dispute between the Parties amicably, any disputes arising out of the Processing Agreement must be solved by arbitration held at the Danish Institute of Arbitration (*Voldgiftsinstituttet*).