

Data Protection Terms & Conditions



Article 1. Definitions

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| 1.1 | Agreement | An agreement between the Service Provider and the Principal with regards to with regards to forwarding services, amongst which the conclusion of agreements for the carriage of parcels with carriers on behalf of the Controller, or the drafting of clauses in one or more of such contracts of carriage for the Controller |
| 1.2 | Conditions | These general terms and conditions. These Conditions are not an arrangement as meant in article 26 GDPR or article 28 GDPR. |
| 1.3 | Controller | A natural or legal person or any other party or a governing body, which, alone or with others, determines the purpose and the means for Processing the Personal Data. |
| 1.4 | Consent | Any freely given, specific, informed and unambiguous indication of the Data Subject's wishes. Given by a statement or by a clear affirmative action, signifies agreement to the Processing of Personal Data. |
| 1.5 | Data Breach | A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed. |
| 1.6 | Data Subject | A natural person that can be identified or is identifiable by Processing Personal Data. |
| 1.7 | Dutch Data Protection Authority | The Personal Data Protection Commission as meant in article 51 GDPR (hereafter: Dutch DPA). |
| 1.8 | GDPR | The European Regulation 2016/679 of 26 th of April 2016 on the protection of Personal Data (in Dutch: <i>'Algemene Verordening Gegevensbescherming - AVG</i>) |
| 1.9 | Notification | The notification of the Dutch DPA by a Controller as meant in article 34 AVG. Conform article 33 GDPR the Controller notifies the Dutch DPA in the event of a Personal Data Breach. |
| 1.10 | Notification Obligation | the obligation of the Controller to notify the Data Subject in case of a Personal Data Breach that likely results in a high risk to the rights and freedoms of natural persons in accordance with article 34 GDPR.. |
| 1.11 | Parties | Both Controllers. |
| 1.12 | Personal Data | Any information relating to an identified or identifiable natural person (Data Subject). |
| 1.13 | Principal | The Counterparty to the Service Provider in the Agreement |
| 1.14 | Processing | Any act or combination of acts with regards to Personal Data, which includes at the very least the collection, recording, organisation, storage, adaptation, alteration, retrieval, consultation, use, disclosure by transmission, distribution or any other form of making available, combining, connecting, as well as blocking, erasing or destruction of Personal Data. |
| 1.15 | Recipient | A natural or legal person, public authority, agency or another body, or a Third Party to which the Personal Data is disclosed. |
| 1.16 | Service Provider | The Controller who has entered into an Agreement with the Principal and who provides services on the basis of this Agreement. |
| 1.17 | Third Party | Any other party than the Data Subject, the Controller or the Processor. |

Article 2. Processing and purpose

- 2.1 The data processing that takes place under the responsibility of the Parties is subject to the GDPR. The Processing of Personal Data by Parties shall be in accordance with the defined purpose(s) and pursuant to the GDPR. Parties shall act in accordance with the GDPR and ensure suitable, technical and organisational measures are taken with regards to securing personal data and the processing thereof.

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- 2.2 The services provided by the Service Provider do not primarily consist of Processing Personal Data. The Processing derives from the forwarding services by the Service Provider. Because the Service Provider determines the type of Personal Data, the term and manner in which the Personal Data is Processed and stored with regards to the forwarding services, the Service Provider has the actual control over the stored Personal Data. As such, the Service Provider is a Controller.
- 2.3 The Principal is a Controller due to its commercial activities. The Service Provider receives the Personal Data from the Principal and the Data Subject for the performance of its obligations arising from the Agreement with the Principal (Article 6 paragraph 1 b GDPR).
- 2.4 Parties are individually responsible to the Processing that takes place under their care.
- 2.5 The purpose of the Processing is as follows:
- a. to allow Service Provider to perform the forwarding services, or to conclude contracts for the carriage of parcels with carriers on behalf of the Principal, or to draft a clause in one or more of such contracts of carriage;
 - b. to comply with the law and regulations.
- 2.6 The following information applies to the Processing in accordance with these Conditions.

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| Categories of Data Subjects | Principal Consignee |
| Categories of Personal data | <p>a. Principal name / address / city / email address / phone number bank accounts / invoices / VAT number / CoC number / complaints and claims / signature and initials agreement</p> <p>b. Consignee name / address / city / signatures and initials for delivery and authorized deposit / delivery data and times / cash on delivery predict / Pickup parcelshop</p> |
| Processing | <p>a. Communication purposes Registration of agreements Compliance legal obligations such as tax requirements Implementation of all obligations pursuant to the agreement such as but not limited to invoicing of services</p> <p>b. Consulting parcel label Entry of consignee data into scanner Connecting consignee data to parcel label Consulting entered consignee data Connecting signature to parcel label</p> |
| Location Server(s) | In the European Economic Area (EU members and Liechtenstein, Norway and Iceland) |
| Retention period | 2 (two) years, after which the personal data will be extracted from the process |

- 2.7 The Service Provider may Process Personal data within the European Economic Area. If a written request for delivery outside the European Economic Area is made by the Principal the Service Provider is forced to make Personal Data available to third countries or international organisations (article 49.c GDPR).
- 2.8 The Service Provider will only make available the Personal Data it will Process to its employees or to a Third Party, if and insofar this is necessary for the Processing of the Personal Data.
- 2.9 The Service Provider will ensure that other parties and/or its personnel and/or Third Parties, will have knowledge of the contents of these Conditions and have agreed to an agreement regarding data processing, data processing agreement and NDA-agreement.
- 2.10 The Service provider may assign the Processing of the Personal Data as meant in these Conditions to other parties (carriers, business units and ict-companies), if the Processing is done in accordance with these Conditions.

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- 2.11 Parties shall maintain a record of processing activities performed under its responsibility (article 30.1 GDPR).
- 2.12 Parties guarantee that the Processing of Personal Data is done in accordance with article 6 GDPR (Lawfulness of processing).
- 2.13 Parties guarantee that the contents, the use and the instruction to Process the Personal Data as meant in these Conditions is not unlawful and does not infringe upon any rights of Third Parties.

Article 3. Obligations and security

- 3.1 Parties will take in accordance with article 24 GDPR suitable, technical and organisational measures with regards to securing Personal Data against loss or any form of unlawful Processing. These measures guarantee – taking into account the current level of the relevant technology and the costs of the measures (article 25 GDPR) – an appropriate level of security, taking into account the risks involved with the Processing and the nature of the Personal Data.
- 3.2 Parties will, with regards to the obligation of Notification, provide all necessary information to the Dutch Data Processing Authority within 72 hours after a Personal Data Breach has been discovered (article 33.1. GDPR). The Notification will be done by the Party under whose care the Data which was involved with the Breach was Processed.

Article 4. Requests

- 4.1 The Parties are individually responsible to comply with requests from the Data Subject concerning data processing that take place in-house as described in article 15 up to and including article 21 GDPR.

Article 5. Confidentiality

- 5.1 All Personal Data which the Service Provider receives from the Principal and/or collects in accordance with these Conditions and the Agreement, is confidential and may not be disclosed to third parties.
- 5.2 The non-disclosure obligation of article 5.1 does not apply if:
 - a. the Principal or Data Subject consents to the disclosure of the Personal Data;
 - b. the disclosure is in accordance with these Conditions or the Agreement;
 - c. any legal obligations exists to disclose this information to a Third Party, in which case the Service Provider will inform the Principal.
- 5.3 This article 5 will remain in force for a period of two years after the Agreement has ended or until the moment all Personal Data has been destroyed.

Article 6. Audit

- 6.1 The Service Provider may inform the Principal concerning his duly fulfilled obligations of the GDPR, at its own initiative by conducting an audit by an independent Third Party regarding the processing that takes place.
- 6.2 If the audit is not provided by the Service Provider within a reasonable period of time, the Service Provider will comply with reasonable requests by the Principal to have an audit performed by the Principal or an independent Third Party, so that the Principal may verify whether the Agreement is being fulfilled. The Principal bears the cost for such an audit. The Service Provider shall provide access to its buildings and computer facilities, as well as providing all other requests cooperation, if and insofar necessary to enable the Principal to ensure the obligations of the Agreement are met. However, under no circumstances shall confidential information belonging to the Service Provider be placed on a data carrier and provided to the Principal or be placed on a data carrier by the Principal. The Principal will not obtain any data carriers with confidential information belonging to the Service Provider. The Principal shall treat all information which is disclosed during an audit as strictly confidential. If the Principal believes the Service Provider must take certain technical and organisational security measure, the Service Provider will reasonably assess such a request.

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Article 7. Liability

- 7.1 Each of the Parties is liable for the part of the damage that is a direct consequence of the processing that takes place under its own responsibility.
- 7.2 Parties indemnify each other from liability if it is demonstrated by the Party that they are in no way responsible for the cause of the damage (article 82.3. GDPR).
- 7.3 Any claim shall expire by the mere lapse of a period of 12 months from the moment the claim has arisen, unless the claim is notified within this term in detail explicitly and in writing.

Article 8. Term and termination

- 8.1 These Conditions are valid as long as the Agreement is valid or as long as the Personal Data with regards to the Agreement is processed.
- 8.2 If the Agreement ends, the Service Provider will end the Processing of Personal Data after 24 months unless other legal obligations exists.

Article 9. Applicable law, jurisdiction, general

- 9.1 Deviations from and additions to these Conditions are only binding if they have been agreed upon explicitly and in writing. Handwritten deviations and additions must be signed by both Parties with addition of the text "Approved".
- 9.2 These Conditions replace all (possibly) existing agreements and arrangements between Parties with regards to the same subject.
- 9.3 The rights and obligations under these Conditions are not transferrable to Third Parties.
- 9.4 If any article or provision of these Conditions is (partly or entirely) invalid, null, voidable or unenforceable, the remainder of the articles and provision will remain in force. Parties undertake to replace the ineffective or void provision with a valid provision which approximates the intent and purpose of the invalid provision as closely as possible.
- 9.5 Only Dutch law applies to these Conditions.
- 9.6 In the event of any dispute between Parties in connection to the Agreement regarding data processing the dispute shall be submitted to the exclusive jurisdiction of the appropriate court of Oost-Brabant, location Den Bosch.