General Data Protection Regulation

Legal Service Agreement Crobox

Leonard Wolters, Revision 0.9, March 2018

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Terms & Definitions

1. **Data Controller** - The entity that determines the purposes, conditions, and means of the processing of personal data. Generally, this sums down to the Party that holds and owns the Data, hereinafter referred to as Client.
2. **Client** - See Controller.
3. **Crobox** - The Data Processor as well as the Service Supplier.
4. **Data Processor** - The entity that processes (personal) data on behalf of the controller. In more general terms, the Party that processes the data, which is Crobox.
5. **Service** - The services provided by Crobox.
6. **Supplier** - The supplier of the services described in this document, which is Crobox.
7. **Service Agreement** - A document or contract holding all Services offered to Client.
8. **Party** - All parties to this Service Agreement; hereinafter collectively also referred to as the "Parties" and individually as a "Party."
9. **Data Subject** - The owner of the data, in our context often designated by a natural person.
10. **UUID** - A Unique User IDentifier. A unique sequence of forty randomly picked characters and numbers used to identify Data Subjects.
11. **Personal Data** - Any information related to a Data Subject that can be used to directly or indirectly identify that Data Subject. Examples: UUID, name, email address, IP address.
12. **Sensitive Data** - A special category of Personal Data to which additional protections apply. These categories include revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, health or sex life-related.
13. **Profiling** - Any means of automated processing of personal data consisting of the use of personal data to evaluate certain personal aspects relating to a natural person to analyze or predict aspects concerning that natural person’s personal preferences.
14. **Pseudonymisation** - Processing of personal data in such a manner that the personal data can no longer be attributed to a specific data subject without the use of additional information.

1 Introduction

Starting in May 2018, the General Data Protection Regulation (GDPR) will be enforced resulting in stringent regulations concerning the processing and protection of personal data. This document contains all the information about Crobox regarding these regulations.

This document is structured as follows:

1. Relevant GDPR regulations for Crobox
2. Organizational and technical measures implemented to meet standards
3. Data governance and required, out-of-the-box solutions for Clients and Data Subjects
4. Additional information regarding Crobox

In summary: This document should provide you with a clear understanding of all GDPR-related matters and the steps Crobox has taken to comply with them. When possible, we refer to specific articles found in the GDPR.

> It is highly recommended to read the document “Personal Data” in advance. This document provides detailed information about Crobox’s Data Processing and all the Personal Data that is processed.
>
> This document can be downloaded free-of-charge. See 5.1 Downloadable documents

1.1 Document history

0.9	2018-05-03	Updated terminology in reference to Crobox services
0.8	2018-02-16	Added additional information about Data Protection Officer
0.7	2018-01-22	Made small edits to the text to improve clarity
0.6	2017-11-28	Added more documentation about security (3.2.9, 3.3.4 to 3.3.6)
0.5	2017-10-31	Changed title and several small corrections
0.4	2017-10-17	Moving cookie policy to separate document and proofreading
0.3	2017-10-05	Moving information to Personal Data document and cleaning up
0.2	2017-09-28	Fact Checking all Articles
0.1	2017-09-14	Initial document

2 General Data Protection Regulations

2.1 Data Processor

Crobox qualifies as a Data Processor and should, therefore, comply with all the regulations concerning Data Processors.

2.2 Service Agreement (Article 28)

Attached to this document there is a Service Agreement Template that forms an integral part of all commercial and legal contracts in place between Crobox and our Clients, see Appendix: Service Agreement Template.

2.3 Explicit Instructions (Article 29)

Crobox requires the **explicit and written instructions** from the Client for any Data Processing, unless required to do so by Union or Member State Law. Without this consent, Crobox won't offer its services and can't be held responsible for any claim and/or damage. This requirement is enforced in the Service Agreement Template found, see the appendix of this document

2.4 Client Supervisory Powers

The Client is not only entitled, but encouraged by Crobox, to carry out inspections, either by themselves or with any approved external auditor. This has the sole purpose of ensuring compliance with GDPR in business operations. These inspections should primarily target the verification of "4. Technical and Organizational Measures."

Such inspections should be communicated to Crobox in advance in written form (i.e., email) with at least a two-week notice. Crobox ensures that the Client can verify compliance with the obligations as set out in Article 28 GDPR.

These inspections should align with and not impact Crobox's general way of working

2.5 Personal Data Breach (Article 33 & 34)

Crobox complies with the obligations concerning the security of personal data, reporting requirements for data breaches, data protection impact assessments, and prior consultations, as referred to in Articles 32 - 36 with the installment of the following measures and precautions:

When Crobox detects or suspects a (personal) data breach it will notify the Client no later than 72 hours after such detection or suspicion. Each notification will include:

1. The nature of the data breach
2. Contact details of the Data Protection Officer
3. Consequences (if any) of the data breach
4. Measures to be taken to mitigate

Crobox can't inform Data Subjects about any (possible) Personal Data breach since **we don't store any contact information** other than the UUID. Without the physical or online addresses (e.g., Street/City/Country or Email), we simply can't contact the Data Subjects directly (Article 34).

Crobox ensures an appropriate level of (data) protection through 4. Technical and Organization Measures. Next to that, Crobox offers the Client full support with regard to prior consultation of any supervisory authority.

2.6 Data Protection Officer (Article 37, 38, 39)

Crobox has a designated Data Protection Officer that fully complies with Articles 37 - 39. You can find contact details at 7.3 Data Protection Officer.

Crobox's Data Protection Officer ("DPO") is a senior executive who bears responsibility for Crobox's enterprise-wide data and information strategy, governance, control, policy development, and effective exploitation. Next to that, Crobox's DPO is involved with all issues and measures that relate to security and is aware of all software designs and implementations. The DPO has direct access to the code base and can perform independent checks and verifications.

The DPO is also responsible for all IT security measures.

2.7 Codes of Conduct (Article 40, 41)

Not available at the moment. To be expected Q3 2018.

2.8 Certification (Article 42, 43)

List of the following certifications:

1. Our infrastructure/hosting is ISO 27001, ISO 9001, PCI-DSS, NEN 7510, and ISAE 3402 certified.

2.9 Transfers of personal data (Article 44, 45)

Crobox's headquarters is in Amsterdam, the Netherlands. We're registered under the Dutch Law and are not considered - nor made part of - an international organization. Therefore, we don't apply to the regulations discussed in Chapter V.

Crobox ensures that its processing of data is carried out exclusively within a Member State of the European Union (EU) or within a Member State of the European Economic Area (EEA). Each and every Transfer of Data to a State which is not a Member State of either the EU or the EEA requires the prior agreement of the Client and shall only occur if the specific Conditions of Article 44 et seq. GDPR have been fulfilled.

Chapter V of the GDPR clearly states that when international organizations are involved, the regulations of Chapter V apply. In order to comply to these regulations, Crobox requires a waiver (embedded in the Service Agreement Template) ensuring that the Client - only when considered an international organization - ensures adequate levels of (data) protection (Article 45).

3 Technical and Organizational Measures

Crobox has installed numerous technical and organizational measures to ensure an appropriate level of (data) protection. These measures include:

1. Taking the circumstances and purposes of the processing into account, as well as the projected probability and severity of a possible infringement of the law as a result of security vulnerabilities.
2. Enabling an immediate detection of relevant infringements events.

3.1 Privacy By Design and By Default (Article 25)

Crobox considers data privacy on the onset of all projects, products, product development, and Services offered. It is never an afterthought. Crobox's Data Protection Officer is involved in all issues, measures, and (software) designs that relate to security and has independent and direct access to all source code.

3.2 Technical Measures

Technical measures are divided into various subsections, each of them separately discussed.

3.2.1 Security

1. Employee-related:
    a. All workstations (laptops & desktops) of employees are encrypted using disk encryption.
    b. Access to various web applications accessible by employees are using single-sign-on using two-factor authentication (Google Oauth) and require a Virtual Private Network (VPN) when working remotely.
    c. Administrator access to Crobox Platform Management interface is only allowed by VPN.
2. Production environment related:
    a. Logging in to the servers is only possible by means of public/private key exchange, passwords are not used.
    b. Administration panel requires two-factor authentication.
    c. All security updates are automatically installed and the server is always up-to-date.
    d. Strict firewall configuration from the public internet that only allows HTTP and HTTPS access on load balancers.
    e. Communications to and from the servers, as well as backups, are only performed via secured channels (SSL / HTTPS).
    f. SSH is only accessible by private VPN.
    g. There is active monitoring (gray log + alerts) and the banning of incorrect login attempts (fail2ban).
    h. All (virtual) servers are hosted externally.
3. About Personal Data:
    a. All data is pseudonymized.
    b. All personal data is kept using a retention period.
    c. Graylog required for system monitoring has a retention period of 30 days max.
    d. Backup data is stored in proprietary binary format (“*pseudo encrypted”*) and separated per client.
    e. Please consult our separate “Personal Data Document” for more detailed information, see 5.1 Downloadable content.

3.2.2 Hosting & Infrastructure

Crobox hosts its complete infrastructure at Tilaa, see https://www.tilaa.com/. Tilaa is headquartered in Amsterdam, the Netherlands and is ISO 27001, ISO 9001, PCI-DSS, NEN 7510, and ISAE 3402 certified.

All of our (virtual) servers and our data storage is located within the European Union. This includes our backup copies stored in Amazon Web Services S3 (AWS), whose designated location is in Ireland.

3.2.3 Pseudonymisation

Personal Data is pseudonymized by design and by default. Since we don't store any unique identifiable information[1] per Data Subject other than the UUID, it is simply impossible to know which natural person is behind the personal data. As a result, our database is useless without being the owner of the UUID itself; there is simply no possibility to determine or retrieve the natural person behind the data.

3.2.4 Encryption

Since no contact or identifiable information is stored in our databases, we don't see a direct need to encrypt Personal Data; without encryption, the data is still completely useless without being the owner of the UUID.

That said, all personal data that is stored is wrapped in a special binary format that is only known by Crobox. The contracts and specifications required to understand these binary streams are safely kept and guarded within Crobox and are not exposed to the public.

3.2.5 Data Storage

All data silos are installed and managed in our infrastructure, except for Amazon S3, which is located in Ireland. Each data silo can only be accessed through our Virtual Private Network:

- Public network traffic uses Secure Socket Layer (SSL).
- Private network traffic is currently unencrypted, we use HTTPS termination on LB.

3.2.6 Data Accessibility

For auditing and development purposes we've installed business intelligence/data science tools/platforms in order to provide centralized access to all data sources and/ or silos. Currently, we only have two Enterprise Open Source technologies installed and available, i.e., Zeplin and Superset. Both tools are only available from our office network or by private VPN. Also, access to these data access tools are restricted to developers and are secured using Google Authentication and Authorization protocols - OAuth.

Our data silos are also accessible by DBAs (i.e., Database Administrators) using native clients, which are installed on our infrastructure. These clients can only be accessed from our own VPN with SSH (public/private) keys.

Google Authentication is currently not forcing employees to change their passwords at regular basis since this doesn't increase security standards. See

[1] E.g., Name, address, IP address, contact details, etcetera

https://www.ncsc.gov.uk/articles/problems-forcing-regular-password-expiry or https://www.wired.com/2016/03/want-safer-passwords-dont-change-often/.

3.2.7 Data Transformation

All our data processing is based on *events*; single small pieces of immutable data that encapsulate a unique event that occurred in the past. We use these events to construct data representations and data profiles, and since events are immutable, direct data transformation is not possible by default.

Other than correcting data belonging to a Data Subject (see 5.2 Personal Data Governance), it is not possible to alter or correct data stored in our data silos, with the sole exclusion of Database Administrators.

3.2.8 Data Monitoring

We closely monitor data access and transformation. Audit logs of who accessed data is in place and stored for an unlimited period. We currently only monitor our centralized data access interfaces, native clients are not monitored.

3.2.9 Data-in-transit & Data-at-rest

Data-in-transit is defined by two categories: information that flows over the public or untrusted network such as the internet; and data that flows in the confines of a private network such as a corporate or enterprise Local Area Network (LAN). At Crobox, all data that flows through public networks is encrypted using SSL. Our private networks are heavily protected and, thus, not accessible by the public, making it not necessary to be using SSL.

Data-at-rest is data that is not actively moving from device to device or network-to-network, such as data stored on a hard drive, laptop, flash drive, or archived/stored in some other way. Data protection at rest aims to secure inactive data stored on any device or network. While data at rest is sometimes considered to be less vulnerable than data in transit, attackers often find data at rest a more valuable target than data in motion. At Crobox, all hard disks (or desktops, laptops, and servers) use disk encryption by default.

3.3 Organizational Measures

3.3.1 Security

We have the following organizational measures in place concerning security:

1. Centrally organized public key (key) registration for access to the servers; a key can be withdrawn within several minutes (during office hours Monday to Friday, 9.00 - 17:00 CET).
2. Code-review is required for all software that communicates with the Database.
3. Use of a development model for software that works with small updates on each occasion to minimize the security impact of the updates.
4. Only the employees who must maintain the Database server have access.
5. Audit-logging of all attempts to login into the Database server.
6. Employees cannot physically access the servers.
7. All employees are obliged to maintain confidentiality (see 4.3.2. Confidentiality).
8. The backup system enabling (disaster) recovery to be carried out within several hours (during office hours Monday to Friday, 9.00 - 17:00 CET).

3.3.2 Confidentiality

All employees of Crobox have signed an explicit clause in their employment contract that enforces confidentiality during the employment contract as well as thereafter - regardless of the manner in which and the reasons for which the employment contract has ended - to refrain from making any statement to third parties, in any way, directly or indirectly, or in any form, about data of a confidential nature in connection with the business of Crobox and/or businesses affiliated with it.

3.3.3 Subcontracting

Crobox does not work with any subcontractors that provide services that relate directly to the provision of the principal services as described in this document.

Concerning ancillary and auxiliary services provided by third parties (e.g., telecom, hosting), when possible, Crobox makes appropriate and legally binding contractual arrangements and take appropriate inspection measures to ensure the data protection and the data security of the Client's data, even when such services are outsourced.

3.3.4 Business Continuity

Crobox offers an escrow service that guarantees the continuation of our services for at least six months. Our escrow services are provided by an alternative business entity, i.e., Sagent BV which is part of the Crobox family.

3.3.5 Disaster Recovery

Crobox has disaster recovery (DR) procedures, policies, and scripts defined and in place.

3.3.6 Segregation of Duty (SoD)

The basic concept underlying segregation of duties is that no employee or group should be in a position to perpetrate or conceal errors or fraud in the normal course of their duties. In general, the principal incompatible duties to be segregated are:

- Authorization or approval of related transactions affecting those assets
- Custody of asset
- Recording or reporting of related transactions

The importance of SoD arises from the consideration that giving a single individual complete control of a process or an asset can expose the organization to risk. Principally, several approaches are optionally viable as partially or entirely different paradigms:

- Sequential separation (two signatures principle)
- Individual separation (four eyes principle)
- Spatial separation (separate action in separate locations)
- Factorial separation (several factors contribute to completion)

Increased protection from fraud and errors must be balanced with the increased cost/effort required. Crobox currently has installed the following:

- Audit trails are in place: server logging, data access logging, configuration changes, user auditing, etcetera. See technical measures.
- Our development methodology encapsulates code reviews and merge requests, both enforce the “four-eyes principle.”
- We have off-site backups that are stored outside our main data center so that we bypass force majeure at a single location.

3.4 Penetration Tests (Article 35)

As part of the Data Protection Impact Assessment (Article 35), Crobox is regularly subject to *penetration tests* (i.e., Pentests) executed by a Client, a (Data) Controller or a designated external and objective party capable thereof.

Pentests are primarily done at the request of the Client but also might be initialized by Crobox, especially after major changes or upgrades. The results of the pentests authorized by Crobox - whenever available - might be made publicly available or sent to a Client upon written request.

Pentests are part of Data Protection Impact Assessment (Article 35)

3.5 Bug Bounty Programs

Crobox is a proud member of Hacker One, which considers itself The Most Trusted Hacker-Powered Security Platform, see https://www.hackerone.com/.

“HackerOne Response is a solution for organizations to receive and manage security vulnerability reports from external third parties. Designed to be compliant with responsible disclosure best-practices as recommended and mandated by industry associations and government entities, HackerOne Response reduces the risk of critical security disclosures surfacing on unauthorized channels by giving your team the visibility and tools they need to take action.”

Over the last 1.5 years, Crobox and several trusted community members of Hacker One helped us stabilize and upgrade our security standards and measures.

3.6 Quality Assurance

Crobox complies with the statutory requirements referred to in Articles 28 to 33. Accordingly, Crobox ensures compliance with the following requirements:

1. Crobox has designated a Data Protection Officer. See 8.2. Data Protection Officer for contact details.
2. Crobox ensures an appropriate level of (data) protection through 4. Technical and Organization Measures.
3. Crobox offers Client full support with regard to prior consultation of any supervisory authority.
4. Crobox periodically - at least once a year - checks its internal processes and the Technical and Organizational measures to ensure that its services and data processing complies to all requirements of applicable data protection law and the protection of the rights of the Data Subject.
5. The Client is entitled to verify the quality assurance of the services provided by Crobox to ensure quality control.

4 Data Governance

4.1 Client Data Governance

4.1.1 Copies & Duplication

Copies and/or duplicates of the Client's data shall never be created without explicit request and written approval of the Client, the following exceptions are taken into account:

1. Backup copies as far as they are necessary to ensure a continuous service
2. Data required to meet regulatory requirements (for retaining data)

4.1.2 Termination

Not later than four weeks after termination of the Services between Crobox and Client, or earlier upon explicit written request by Client, Crobox shall delete any data that is collected, constructed, or generated by any service provided by Crobox as described in this document.

This includes:

1. All documents
2. All collected data
3. All backup data
4. All constructed data (including insights)

Documentation that is used to demonstrate orderly data processing in accordance with this Service Agreement shall be stored beyond the contract duration, respective retention periods are taken into account. Crobox might hand-over this documentation to the Client in order to relieve its contractual obligation.

In the case of deletion, Crobox shall provide the Client evidence by handing over a log of all deleted material. Additionally, the Client might request an inspection to validate that all its data is removed accordingly.

Deletion of Client Data includes all Personal Data of all Data Subjects belonging to Client. Trivially this results in no more access, correction, or data portability for any Data Subject since all their data is deleted.

4.1.3 Backup Copies

All backup files are stored in a highly secured digital environment (Amazon AWS), only accessible by Crobox employees using private keys over SSL.

4.1.4 Export

Crobox offers Client data export functionality of all data collected and/or processed by Crobox. Data will be provided in raw electronic format (JSON) that is machine readable and widely considered an interoperable format/standard.

4.2 Personal Data Governance

As part of the GPPR, Data Subjects can manage their personal data collected or constructed by Crobox Services through the Client's website.

4.2.1 Consent (Article 6,7,8)

As required by GDPR, Data Subjects are required to provide explicit consent to any data processing related activities, see article 6 and 7 of GDPR.

Crobox does not store the Data Subject's consent regarding processing its personal data. It's the obligation of the Controller and Client to take care of this regulation and get Data Subject's consent.

Keep in mind that whenever a Data Subject is less than 16 years old, additional regulations apply (Article 8).

4.2.2 Right to Rectification (Article 16)

Part of the GPPR is the right for each Data Subject to alter, adjust, or correct their Personal Data. At the current time of writing, it is unclear if this right only affects information provided *directly* by the Data Subject or not.

From a compliance perspective, it is impossible for Crobox to provide the Data Subject a means to change all constructed and aggregated information - i.e., Personal Data - that is *not directly* provided by the Data Subject; this would interfere and corrupt the integrity of all data, its logical processing, and disrupt up reporting. Therefore, we've decided to only focus on providing functionality to modify Personal Data directly provided by the Data Subject.

This simplifies things since Crobox does not receive nor collect any Personal Data directly from the Data Subject other than the UUID, which can't be changed since it would else break the

relationship with the Data Subject. As a logical consequence hereof we don't need to comply to this right at the current moment.

4.2.3 Right to Erasure (Article 17)

By means of our Personal Data Portal, individuals can *instantly* delete and remove all their personal data. Due to obligations as set forth in the GDPR and law, backup copies are not affected. However, blacklists are carefully maintained containing all user ids that are deleted, so that whenever a (disaster) recovery takes place, information belonging to deleted profiles is not ignored and, thus, not restored.

Crobox has taken the following - technical and organizational - measures into account for when a Data Subject requests their data to be deleted:

1. Our primary store of record is given the nature of storing and processing big data constructed as "write append," making it impossible to "truly" delete data. In order to delete personal data, we ensure that:
    a. All records belonging to given Data Subject as marked as deleted
    b. Replace all personal data (e.g. column fields) with either zeros or blank values
2. We add the unique user identifier to a whitelist so that when (emergency) backups are restored, all personal data belonging to "deleted" Data Subjects is automatically removed (i.e., not inserted into the primary store of record) or adjusted according to the described measures when this is not technically possible.
3. When data is deleted, Crobox provides proof by handing over a log of all data deleted when available (Article 19).
4. System data (including system and activity logs) can't be deleted. However, this data is only kept for a limited period (max 30 days).

Since Crobox does not store any personal contact information, it is important to note that Crobox:

1. Can't accept direct requests from Data Subjects to delete data and/or to-be-forgotten based on any contact information such as email, name, and/or address. In order to delete data, we need the unique UUID representing the Data Subject in consideration. This UUID is stored in a Cookie (i.e., directly possessed by the Data Subject) and might be stored by Controller along with other (personal) contact details.
2. Can't email or (electronically) send the log since we don't have this email. However, the Data API deletion of Personal Data does **not** stop (current and future) processing of Personal Data. In other words, new personal data will be collected and new profiles will be built. To halt current and future processing please see 5.2.4 Right to Restriction of Profiling (a.k.a. Opt-out) (Article 18).

4.2.4 Right to Restriction of Profiling (a.k.a. Opt-out) (Article 18)

In our Personal Data Portal, end consumers can opt-out. After opting out, the Crobox tracking cookie[2], if available, will be deleted and a new cookie will be set indicating that the specific user doesn't want to be tracked in (new) sessions.

After opting out, no (personal) data will be collected, updated, or processed anymore. As a logical consequence, after opting out, an end-customer will not experience any of Crobox's services as set forth in this Service Agreement.

After opting out, the (current and future) processing of Personal Data stops, but the Personal Data will **not** be deleted.

A clear (visual) indication will be provided in the Personal Data Portal that shows that current processing is halted (Article 19).

4.2.5 Right to Data Portability (Article 20)

By means of our available Personal Data Portal, Data Subjects can obtain an instant and up-to-date overview of all their personal data at all times. Data will be presented by means of *event data* in a raw electronic format (e.g. JSON) that is machine readable and widely considered an interoperable format.

That said, we're working on a visual interface (i.e., the Personal Data Portal) that offers the Data Subject a clear overview of all personal data collected and represented in an understandable way.

4.2.6 Right to Object (Article 21)

Since, in our case, the right to object and restrict processing are the same, please see 5.2.4 Right to Restriction of Profiling (a.k.a. Opt-out) (Article 18).

4.2.7 Automated individual decision-making (Article 22)

The right to not be subject to a decision based solely on automated processing, including profiling, is identical to the right to restrict processing for Crobox, see 5.2.4 Right to Restriction of Profiling (a.k.a. Opt-out) (Article 18).

4.2.8 Backup of Personal Data

Personal data included in the Client's data that is stored together in an encrypted format and kept in a highly secured digital environment (Amazon AWS) is only accessible by Crobox

[2] See 12. Appendix A: Crobox Cookie Policy

employees using private keys. Thus, we do not create individual backup copies per Data Subject.

4.2.9 Costs inferred with Data Subject's Rights (Article 12.5)

As clearly stated in the GDPR, all services associated with the personal rights of Data Subjects, i.e., all services found in 5.2 Personal Data Governance, are provided free of charge.

When requests from a Data Subject are manifestly unfounded or excessive, Crobox has the right to charge administrative costs (Article 12.5)

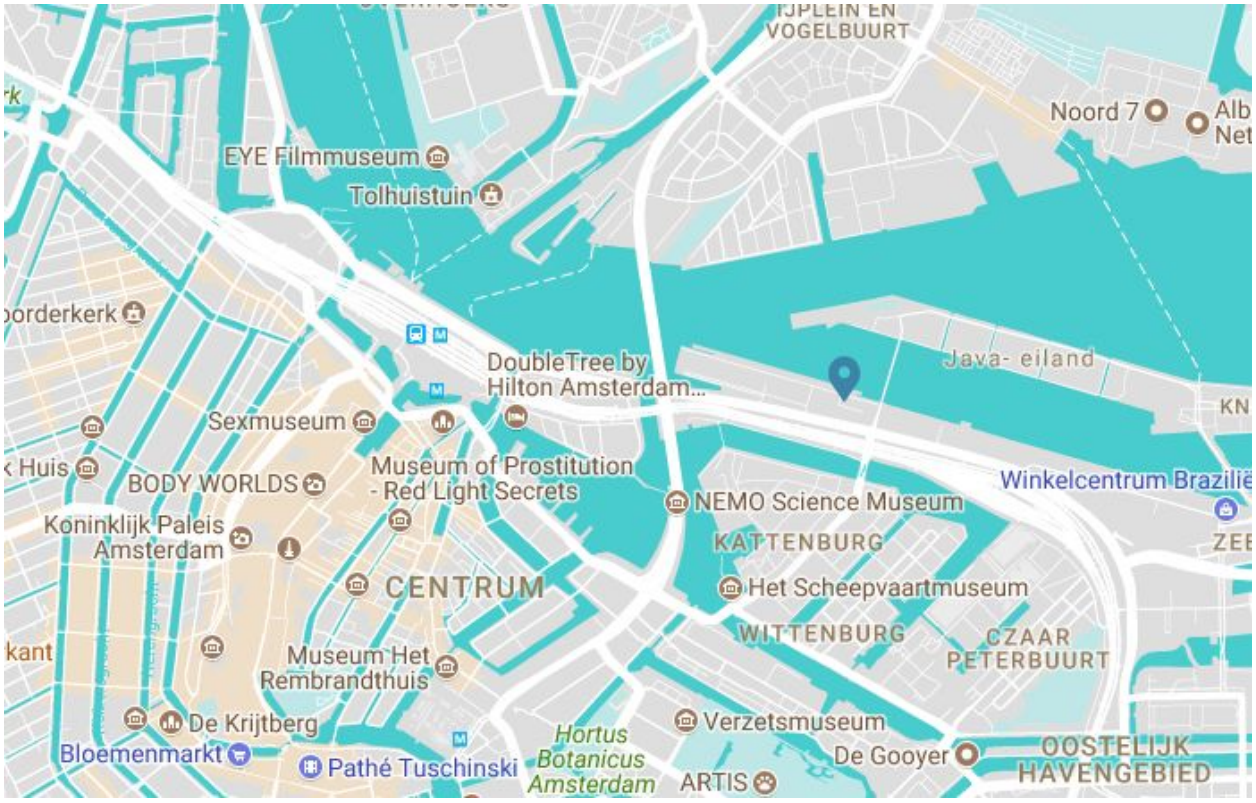
5 Contact Information

5.1 Downloadable content

The following documentation is directly available to the public and can be downloaded free of charge:

1. **General Data Protection Regulation (GDPR)**, i.e. this document. Available at https://www.crobox.com/legal/gdpr
2. **Personal Data** - This document provides more insights about the personal data we collect. Available at https://www.crobox.com/legal/personal_data
3. **Cookie Policy** - Available at https://www.crobox.com/legal/cookie_policy
4. **Codes of Conduct** - Available at https://www.crobox.com/legal/codes_conduct

5.2 Office Address



Jollemanhof 17
1019 GW Amsterdam
The Netherlands
+31 (0)88 104 4555

5.3 European Union

Crobox is headquartered in the Netherlands, which is a Member State of the European Union (EU) and a Member State of the European Economic Area (EEA).

5.4 Data Protection Officer

Crobox has a designated Data Protection Officer that complies with the provisions as set out in Article 37 of Section 4. Currently, this position is held by:

Mr. Leonard Wolters
Chief Data Officer
leonard@crobox.com
+31 (0)88 1044 555

5.5 Technical Security Officer

For any technical and security questions, please contact:

Mr. Sjoerd Mulder
Chief Technical Officer
sjoerd@crobox.com
+31 (0)88 1044 555

5.6 Disclaimers

5.6.1 Compensation

Crobox might charge compensation for support services which are not included in this Service Agreement or are not attributable to failures on behalf of Crobox.

5.6.2 Governing Law and Jurisdiction

Services provided by Crobox, including our Service Agreements, are exclusively governed by the laws of the Netherlands. All disputes arising in connection with a Service Agreement, or further agreements resulting thereof, shall (in the first instance) exclusively be settled by the competent court of Amsterdam, the Netherlands.

6 Appendix: Service Agreement Template

According to Article 28 of GDPR, each Data Processor is obliged to have a (Service) Agreement in place with the Data Controller. This contract needs to address some requirements that are listed below.

6.1 Subject Matter

See 2.1 Subject Matter

6.2 Duration

Unless other specified, our Services are authorized for an unlimited period and can be canceled by either Party (that is Crobox or the Client) with a notice period of 3 months. This does not prejudice the right to terminate the Service Agreement without notice.

6.3 Nature and Purpose

See 2.2 Nature and Purpose

6.4 Type of Personal Data

See 2.3.4 Personal & Sensitive Data (Article 9)

6.5 Categories of Data Subjects

See 2.3.2 Categories

6.6 Explicit Instructions

Crobox requires the **explicit and written instructions** of the Client for any Data Processing unless required to do so by Union or Member State Law. Without these instructions, Crobox won't offer its Services and can't be held responsible for any claim and/or damage.

6.7 Waiver Transfer Personal Data

The undertaking of the contractually agreed Processing of Data (Service Agreement) shall be carried out exclusively within a Member State of the European Union (EU) or within a Member State of the European Economic Area (EEA).

Each and every transfer of data to a state that is not a Member State of either the EU or the EEA requires the prior agreement of the Client and shall only occur if the specific Conditions of Article 44 et seq. GDPR have been fulfilled.

The adequate level of protection in …….. (e.g. country, territory or specific sectors within a country):

- has been decided by the European Commission (Article 45 Paragraph 3 GDPR).
- is the result of binding corporate rules (Article 46 Paragraph 2 Point b in conjunction with Article 47 GDPR).
- is the result of Standard Data Protection Clauses (Article 46 Paragraph 2 Points c and d GDPR).
- is the result of approved Codes of Conduct (Article 46 Paragraph 2 Point e in conjunction with Article 40 GDPR).
- is the result of an approved Certification Mechanism. (Article 46 Paragraph 2 Point f in conjunction with Article 42 GDPR).
- is established by other means:……. (Article 46 Paragraph 2 Point a Paragraph 3 Points a and b GDPR).