

Standard terms and conditions for Processing Personal Data

1.1. Defined terms

Definitions in this clause supplement the definitions given in the standard terms and conditions that refer to these standard terms and conditions for Personal Data.

Personal data: Personal data as defined in regulation 679/2016 of the European Union

Sensitive data: Personal data that requires a special level of confidentiality and security, such as payment data

Postbird: the software-as-a-service provided by ECERIUM and the service package provided by ECERIUM that supports the services described in these terms and conditions.

Customer: An enterprise (natural or legal person) that uses the services of ECERIUM as a provider of services, in particular to offer services to authenticated and identified users, possibly making use of additional services provided by ECERIUM.

Partner: A company that provides services to ECERIUM in the context of performance of the services of ECERIUM to its Customers.

Controller: Has the same meaning as in the data protection legislation (being the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”) and any national or European legislation implementing or supplementing this regulation). For the purposes of the terms and conditions, this is Ecerium BV with registered office at Eeuwfeestlaan 216, 2500 Lier, and registered in the Register of Legal Persons under number BE0808972971.

Subcontractor: Has the same meaning as in the data protection legislation (being the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”) and any national or European legislation implementing or supplementing this Regulation).

Data Subject: Has the same meaning as in the data protection legislation (being the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”) and any national or European legislation implementing or supplementing this Regulation).

Personal data: Has the same meaning as in the data protection legislation (being the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”) and any national or European legislation implementing or supplementing this Regulation).



Personal data breach: Has the same meaning as in the data protection legislation (being the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”) and any national or European legislation implementing or supplementing this Regulation).

Processing: Has the same meaning as in the data protection legislation (being the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”) and any national or European legislation implementing or supplementing this Regulation).

Customer data: To the extent that ECERIUM processes the data necessary for performance of the Agreement for the Customer, it acts in the capacity of subcontractor on behalf of the Customer, who is the Controller for the processing of the data. The data for which the Customer is the Controller is hereinafter referred to as "Customer Data". It is stored by ECERIUM on one of its two production sites.

1.2. Ambit

- ☒ These standard terms and conditions apply to natural persons, both consumers and tradespeople, who use the services of Postbird, ECERIUM, or the services of ECERIUM's customers.
- ☒ These standard terms and conditions form an interpretation of and supplement to the Act of 8 December 1992 on the protection of privacy with regard to the processing of personal data (until 27 May 2018), and Regulation 679/2016/EU of the European Union from 28 May 2018.
- ☒ These standard terms and conditions are supplementary to and form an integral part of the standard terms and conditions that refer hereto.

1.3. Controller

- ☒ Through Postbird, ECERIUM acts in its relationship with customers as a specialised provider of basic services. These basic services are used by these customers.
- ☒ Use of the services of ECERIUM (including authentication and identification) creates a contractual relationship between ECERIUM and the end user. For performance of the services managed by ECERIUM, ECERIUM is the controller of the personal data.
- ☒ End users have the option, based on their identification, to use the services of the Customer. By using the services of Customers, a contractual relationship arises between the end user and the Customer. For the purpose of performing the services managed by Customers, that Customer is the controller of the personal data.



1.4. Processor

- ✘ In the context of processing the personal data, which is centralised in Postbird, ECERIUM is the processor of the data on behalf of the Customer.
- ✘ In this case, ECERIUM processes a centralised version of the personal data. To the extent that a customer has their own copy of such data, they are informed of a change of data, in accordance with the relevant regulations.
- ✘ Such a change may be made, *inter alia*, at the request of the end-user, directly or through a customer, or on the basis of an event that has an impact on the end-user's certificate.

1.5. Sensitive data

- ✘ ECERIUM cooperates with a financial intermediary for the payment of its services.
- ✘ This intermediary and it alone, where appropriate, knows and stores the payment data used for the payments in the context of Postbird.
- ✘ ECERIUM is at no time informed of this data. All ECERIUM can have access to is a reference handed over by the financial intermediary, to which ECERIUM can link the personal data and with which, if necessary, the financial intermediaries can carry out payment transactions on behalf of the end user

1.6. Processing of personal data for the purpose of providing ECERIUM services to the end user

1.6.1. Controller

- ✘ ECERIUM is the controller in the context of the processing of personal data.
- ✘ ECERIUM processes personal data in accordance with the Act of 8 December 1992 on the protection of privacy with regard to the processing of personal data, as well as in accordance with Regulation 679/2016/EU of the European Union, as soon as it enters into force.
- ✘ The personal data that comes to ECERIUM's knowledge when entering into or performing the agreement is only data that is necessary for entering into or performing the agreement. ECERIUM processes this data insofar as it is necessary for entering into and performing this agreement, all without prejudice and subject to the clause entitled "Intellectual property rights".



1.6.2. Performance of an order

- ☒ The personal data requested in the context of an order is limited to what is necessary for entering into and performing the agreement, so as to accept and execute orders.
- ☒ The personal data requested in the context of registration is limited to what is necessary to be able to accept and execute an order.
- ☒ Security. ECERIUM guarantees that the appropriate technical and organisational measures are taken to adequately protect personal data and to detect any security incident quickly. This is a best-efforts obligation.
- ☒ Storage period. The data is not stored for longer than is required by law, or in terms of accounting rules and contractual liability.
- ☒ Questions, complaints, objections. In connection with questions or complaints, any data subject may contact the controller at the following email address: personaldatacontroller@ecerium.com, or by letter to the contact address stated under “Defined terms”.
- ☒ Direct marketing. Personal data will not be used for direct marketing.
- ☒ ECERIUM does not provide for the personal data to be made available to third parties. In any case, none such shall occur without the explicit consent of the Customer (via opt-in), which consent can in a simple manner be withdrawn at any time.

1.7. General procedures

1.7.1. Origin of data

The customer warrants to ECERIUM that:

- (i) the Customer Data was lawfully obtained from the relevant Data Subjects pursuant to the Data Protection Legislation and lawfully provided to ECERIUM;
- (ii) the information it provides is up-to-date and relevant for the lawful and legitimate purposes described in the Agreement;
- (iii) they have provided the data subject with all necessary and relevant information concerning the processing of their personal data in accordance with the applicable data protection law;
- (iv) the processing does not adversely affect the rights of third parties.



1.7.2. Partners

1.7.2.1. General

- ☒ By accepting these terms and conditions, the Customer agrees that their data will be processed by ECERIUM, in compliance with the purposes laid down by the Controller and for the purposes of performance of the tasks entrusted to them.
- ☒ To the extent necessary for the performance of its obligations, ECERIUM is permitted to outsource its services to third parties (Partners) established in the European Union and to provide them with Customer Data in this context.
- ☒ In the event that ECERIUM transfers the processing of the Customer Data in whole or in part to third parties (Partners), it may do so only to the Partners mentioned in these terms and conditions, or to others if the Customer agrees to this in writing;
- ☒ ECERIUM must impose the same obligations and equivalent measures on its Data Protection Partners as described in these terms and conditions.
- ☒ If the Partner fails to comply with its data protection obligations under such written agreement, ECERIUM remains fully liable to the Customer.

1.7.2.2. Partners list

ECERIUM cooperates with the following Partners in the context of processing its services.

- ☒ Speos NV with registered office at Muntcentrum, 1000 Brussels, and registered in the Register of Legal Persons under number 0472.627.864 for the processing of the documents. Therefore, the customer expressly declares that ECERIUM is permitted to pass personal data on to Speos.
- ☒ MailStreet B.V. with registered office at Lübeckstraat 7, 7418 EK Deventer, the Netherlands for sending letters. Therefore, the customer expressly declares that ECERIUM is permitted to pass on the personal data to MailStreet.
- ☒ A&O Fischer GmbH & Co. KG with registered office at Maybachstraße 9, 21423 Winsen (Luhe), Germany for the purpose of sending letters. Therefore, the customer expressly declares that ECERIUM is permitted to transfer personal data to A&O Fischer GmbH & Co. KG.
- ☒ Stripe Payments Europe, Limited with registered office at The One Building 1 Grand Canal Street Lower Dublin 2 Co.Dublin Ireland
- ☒ ClickSend with registered office at White Collar Factory, 1 Old Street Yard, London EC1Y 8AF United Kingdom for sending SMS messages, letters, and postcards. Therefore, the customer expressly declares that ECERIUM is permitted to pass personal data on to ClickSend.
- ☒ Mailgun Technologies Inc. with its registered office at 112 E. Pecan St. #1135 San Antonio, TX 78205 United States



- ☒ Deltablue N.V. with registered office at Kempische Steenweg 305 bus 203, 3500 Hasselt, and registered in the Register of Legal Persons under number BE0543425375 for the hosting of the software (only on servers in France and the Netherlands).
- ☒ Amazon Web Services EMEA SARL with registered office at SUCCURSALE BELGE Avenue des Arts 27 bte 5ème étage, B-1040 Brussels, Belgium and registered in the Register of Legal Persons under number BE 0684.612.340 for the temporary storage and archiving of documents (only on servers in France and the Netherlands).

1.7.3. Organisational and technical measures

ECERIUM shall put in place reasonable technical and organisational measures to ensure and be able to demonstrate that the processing has been carried out in accordance with GDPR and allows as follows:

1. Only processing of the Customer Data in accordance with the procedures described in these terms and conditions.
2. Assurance that the employees who are authorised to process the data have undertaken to observe the strictest confidentiality and that they only have access to the Customer Data if necessary for the execution of the assignment entrusted to ECERIUM under the Agreement.
3. Taking into account the state of the art, the implementation costs, as well as the nature, scope, context and processing purposes and the probability and severity of varying risks to the rights and freedoms of natural persons potentially involved, for it to take and be able to demonstrate at all times that it has taken all appropriate technical, physical and organisational security measures to ensure a level of security appropriate to the risk and to protect the Customer Data against accidental or unauthorised destruction, accidental loss, alteration, unauthorised disclosure or access to the Customer Data.
4. Provided that the Customer has requested the assistance of ECERIUM on the basis of written instructions, the provision of assistance by ECERIUM to the Customer, taking into account the nature of the Processing and the information available to ECERIUM, in fulfilling its obligation to respond to the Customer, regarding the security of the Processing, the notification of personal data breaches and assessment of the impact on data protection (Articles 32 to 36 GDPR).
5. Notification to the Customer as soon as reasonably practicable and as soon as possible from the date of determination if:
 - (i) It receives an investigation, assignment or request for inspection or audit from a competent authority concerning the processing, unless specific laws prohibit it from making such a disclosure;
 - (ii) It intends to disclose the Customer Data to any competent authority;
 - (iii) It becomes aware of a personal data breach
6. Stoppage of processing of the personal data as soon as possible after the dissolution or expiry of this agreement, and deletion of the personal data from its systems in all safety.



7. Removal of documents at the latest 90 days after production. Partners may also retain the data for a maximum of 90 days after production.
8. If the customer's package provides for archiving of the document, and the customer has chosen to do so for the relevant documents, storage by ECERIUM of the documents for 10 years.
9. The customer can always request data from dispatches up to 10 years after dispatch, but, unless the chosen package concerns archiving, the actual content of the dispatch (the document) will only be available for a maximum of 90 days.
10. Provided that the Customer has called for assistance on the basis of written instructions, making all information necessary to demonstrate conformity with the obligations arising from these terms and conditions available to the Customer. If this assistance entails costs for ECERIUM, it must inform the Customer in advance and provide them with a detailed estimate of these costs. If the applications are excessive or superfluous, ECERIUM reserves the right to invoice the payment of reasonable costs on the basis of administrative costs.
11. The Customer guarantees that the data provided to ECERIUM for testing purposes has been anonymised.
12. Verification of the obligations in this appendix once every two years or in the event of a change in GDPR. This inspection must:
 - (i) Include any processing carried out by the subcontractor during the previous calendar year;
 - (ii) Be performed by ECERIUM or by an independent auditor selected and paid for by ECERIUM;
 - (iii) Generate a confidential audit report that the customer cannot consult.
13. If, for technical and organisational reasons, ECERIUM wishes to transfer data outside the EU only acting after it has informed the Customer that the level of protection of the data is sufficient and equivalent, and provided that contractual clauses have been concluded between ECERIUM and the data importer in the inadequate country, which are attached to this agreement.
14. Receipt by the Customer at all times, during and after the term of this Agreement, in its capacity as Controller, of any claim, demand or proceeding brought by a competent authority, a data subject and/or a third party. The customer shall notify ECERIUM of any breach or suspected breach that results in Processing under this Agreement. To the extent permitted by applicable law, and if ECERIUM has applied all security measures, ECERIUM can only be held liable vis-à-vis the Customer for damage caused directly by a material or deliberate error by ECERIUM or one of its employees regarding its data protection obligations.
15. If ECERIUM is held liable, regardless of the reason, its liability shall be limited to an amount that does not exceed the value of the production of its performance per harmful event, unless it can be demonstrated that ECERIUM has not taken the necessary measures to protect the customer's data or if an error has been committed.



1.7.4. Summary of the process

1.7.4.1. *8.1 Subject matter and duration of processing*

The processed data is kept for a maximum of 90 days after processing. After that period, it is automatically destroyed (after 90 days, it is also destroyed by our Partners). The final documents are kept for 10 years as regards archiving, according to the wishes of the customer.

The address details and/or e-mail and/or mobile phone number of the recipient of the communication are kept for legal and archiving reasons for a maximum of 10 years.

1.7.4.2. *Nature and purpose of processing*

Processing of the customer's input files, the generation of documents based on the customers' data, the production of an electronic format and/or paper version and distribution by the designated channels.

1.7.4.3. *Processed personal data*

The personal data processed concerns the following categories: statements of expenditure, invoices, reminders, wages slips, in short, all documents that the Customer sends via the Postbird application.

Address details of the recipients and also the e-mail and/or mobile phone numbers of the recipients if the customer has opted for this.

1.8. Questions, complaints, objections in connection with services provided by partners.

Questions, complaints or objections in connection with the processing of personal data in the context of services by partners can always be addressed to the partner. They may also be addressed to ECERIUM in accordance with the legislation, which will handle them or pass them on to the partner, depending on the nature of the question, complaint or objection.

1.8.1. DPO details

- ☐ Name of the DPO: Tom Catteau
- ☐ Email address of the DPO: info@pereg.be



1.8.2. Supervisory authority

The means described above with regard to questions and complaints apply without prejudice to the other legal means to address questions and complaints to the supervisory authority, or to seek recourse with the judicial authorities.

In Belgium, the supervisory authority can be contacted as described on its website: <https://www.privacycommission.be/nl/contact>.

1.8.3. Other provisions

1.8.3.1. *Validity*

If any provision of these standard terms and conditions is found to be invalid, ineffective, void or unenforceable, the other provisions of these standard terms and conditions shall continue to apply without prejudice thereto.

More specifically, the Act of 8 December 1992 on the protection of privacy with regard to the processing of personal data (until 27 May 2018), and Regulation 679/2016/EU of the European Union from 28 May 2018 take precedence over any clause that might be inconsistent therewith.

1.8.4. Adjustment of the standard terms and conditions

ECERIUM may at any time issue a new version of its standard terms and conditions. This new version is binding on the Customer once acknowledged and accepted by the Customer.

These "standard terms and conditions for personal data" may also be unilaterally amended by ECERIUM insofar as this does not reduce the rights of the end user as a data subject. Rights shall not be reduced if they can be exercised in another way.

1.8.5. Applicable law and jurisdiction

The agreement is governed by Belgian law.

For consumers within the EU, territorial jurisdiction is determined in accordance with the relevant European regulations.

For legal persons and enterprises, the courts under which the registered office of ECERIUM falls have exclusive jurisdiction for all disputes, including those relating to the formation, interpretation, performance and termination of the agreement(s).

For consumers outside the EU, the courts under which ECERIUM's registered office falls have exclusive jurisdiction.

