zoomit

CodaBox Data Processing Statement for Senders

Version May 2018

CodaBox NV/SA
Diestsevest 1 • 3000 Leuven
Phone +32 2 545 17 11 • Fax +32 2 545 17 19

1 ABOUT THE CODABOX – DATA PROCESSING STATEMENT

The CodaBox Data Processing Statement consists of the statement that governs the processing of personal data by the Data Processor on behalf of the Data Controller in the context of the Zoomit Platform. It is joined as annex to the Zoomit Sender Agreement that Senders sign with CodaBox and details as such the obligations Codabox and the Senders have to fulfil when providing, using or implementing Zoomit and its functionalities.

2 TABLE OF CONTENTS

3 THE DATA PROCESSING STATEMENT

1. Definitions and Interpretation

1.1 Unless defined otherwise in this Data Processing Statement, all terms used in this Statement will have the meaning as defined in the Zoomit Sender Agreement. Capitalized terms and expressions used in this Statement shall have the following meaning:

1.1.1. **"Statement"** means this CODABOX - Data Processing Statement and all Schedules, if any.
1.1.2. **"Schedule"** means a schedule to the CODABOX - Data Processing Statement and which forms an integral part of the Statement.
1.1.3. **"Data Controller"** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
1.1.4. **"Data Processor"** means the legal person which processes personal data on behalf of the Data Controller.

1.2 The clause headings in this Statement are for reference purposes only and shall not be used in the interpretation thereof.

2. Object of this Statement

CodaBox shall perform the Services in accordance with the provisions of the Statement.

2.1 For the purpose of this Statement the Parties have identified one flow of personal data being processed. In order to perform the Services CodaBox will process personal data that is controlled by the Sender and whereby the Sender will be the Data Controller and Codabox the Data Processor.

2.2 Controller guarantees that its instructions will be in compliance with the Data Protection Laws and the processing of personal data provided by the Data Controller is lawful.

3. Duration and Termination

3.1 The term of this Statement regarding the duration and termination is identical with the term of the relevant Zoomit Sender Agreement. Save as otherwise agreed herein, termination rights and requirements shall be the same as set forth in the relevant Agreement.
3.2 Upon the termination or expiry of the Statement, any rights and obligations of the Parties under this Statement, accrued prior to the termination or expiry thereof shall continue to exist.
3.3 Upon termination or expiry of the Statement, at the choice of the Data Controller, the Data Processor shall permanently delete or return all the personal data to the Data Controller, and delete existing copies unless a law or regulation requires storage of the personal data.
3.4 The provision of articles 3 and 4 of the Statement shall survive the termination of this Statement.

4. Data Protection

4.1 As the delivery of the Services implies the processing of personal data, the Parties in their respective role as Data Controller and/or Data Processor shall comply with the Data Protection Laws and with this Statement.

4.2 The Data Processor shall ensure that in relation to personal data disclosed to it by, or otherwise obtained from the Data Controller, it shall act as the Data Controller's Data Processor in relation to such personal data and shall therefore:

4.2.1 No later than 25 May 2018, create and maintain a record of its processing activities in relation to this Statement; the Data Processor shall make the record available to the Data Controller, any auditor appointed by it and/or the supervisory authority on first request;

4.2.2 process the personal data for the purpose of delivering the Services or to execute the lawful processing of the personal data and to perform its obligations under the Statement in accordance with, and only act on, the instructions of the Data Controller; if it cannot provide such compliance, for whatever reasons, it agrees to promptly inform the Data Controller of its inability to comply;

4.2.3 inform the Data Controller immediately if it believes that any instruction from the Data Controller infringes applicable data protection legislation and regulations;

4.2.4 not disclose the personal data to any person other than to its personnel as necessary to perform its obligations under the Zoomit Sender Agreement, including this Statement, and ensure that such personnel is subject to statutory or contractual confidentiality obligations and receives appropriate data protection training when having permanent or regular access to personal data;

4.2.5 take appropriate technical and organisational measures against any unauthorised or unlawful processing, and to evaluate at regular intervals the adequacy of such security measures, amending these measures where necessary; these security measures are described or referred to in Schedule 3;

4.2.6 ensure that access, inspection, processing and provision of the personal data shall take place only in accordance with the need-to-know principle, i.e. information shall be provided only to those persons who require access to the personal data for their work in relation to the performance of the Services;

4.2.7 promptly notify the Data Controller about (i) any legally binding request for disclosure of the personal data by a data subject, a judicial or regulatory authority unless otherwise prohibited, such as the obligation under criminal law to preserve the confidentiality of a judicial enquiry, and to assist the Data Controller therewith (ii) any accidental or unauthorized access, and more in general, any unlawful processing and to assist the Data Controller therewith;

4.2.8 deal promptly and properly with all reasonable inquiries from the Data Controller relating to its processing of the personal data or in connection with the Statement;

4.2.9 make available to the Data Controller all information necessary to demonstrate compliance with the applicable data protection legislation and regulations;

4.2.10 at the request and costs of the Data Controller, submit its data processing facilities for audit or control of the processing activities;

4.2.11 refrain from engaging another Data Processor without the prior written consent of the Data Controller. A general written authorisation of the Data Controller is given under Schedule 2 for the sub-processing done by Isabel NV/SA. The Data Processor shall inform the Data Controller of any intended changes concerning the addition or replacement of other processors under Schedule 2, thereby giving the Data Controller the opportunity to object to such changes;

4.2.12 assist the Data Controller, subject to reasonable additional compensation, with the Data Controller's obligation under applicable data protection laws and regulations;

4.3 Where under the previous article 4.2 CodaBox acts as Data Processor of personal data controlled by the Sender, the latter as Data Controller will only provide personal data where its processing is lawfull.

4.4 Data Processor shall have appointed at all times a data protection officer, unless legally not required by Data Protection Laws, who will oversee without limitation, in an independent manner, the compliance of Data Processor with its obligations under this Statement and Data Protection Laws including, but not limited to, personal data breaches, changes in technical and organizational measures, training of Data Processor personnel. Furthermore, Data Processor will on a regular basis check the proper operation of the applications used to process personal data as well as its compliance with the technical and organizational measures.

4.5 Personal data processed in the context of the Zoomit Sender Agreement, including this Statement, may not be transferred to a country outside the European Economic Area without the prior written consent of the Data Controller. If personal data processed under this Statement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

5. Liability

5.1 Any data subject who has suffered material or non-material damage as a result of an infringement of this Statement with regard to the protection of personal data shall have the right to receive compensation from the Data Controller or Data Processor for the damage suffered.

5.2 The Data Controller involved in processing shall be liable for the damage caused by processing which infringes this Statement. A Data Processor shall be liable for the damage caused by processing only where it has not complied with obligations of this Statement specifically directed to processors or where it has acted outside or contrary to lawful instructions of the Data Controller.

5.3 A Data Controller or Data Processor shall be exempt from liability under paragraph 5.2 if it proves that it is not in any way responsible for the event giving rise to the damage.

6. Miscellaneous Provisions

6.1 This Statement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior policies or understandings, whether written or oral, with respect to the same subject matter that are still in force between the Parties.

6.2 Any amendments to this Statement, as well as any additions or deletions, must be agreed in writing by both the Parties.

6.3 Whenever possible, the provisions of this Statement shall be interpreted in such a manner as to be valid and enforceable under the applicable law and with reference to the GDPR. However, if one or more provisions of this Statement are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of this Statement shall remain in full force and effect as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, in such an event, the Parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision in

such a way as to reflect insofar as possible the purpose of the invalid, illegal or unenforceable provision(s).

6.4   Any failure or delay by a party in exercising any right under this Statement, any single or partial exercise of any right under this Statement or any partial reaction or absence of reaction by a party in the event of a violation by the other party of one or more provisions of this Statement, shall not operate or be interpreted as a waiver (either express or implied, in whole or in part) of that party's rights under this Statement or under the said provision(s), nor shall it preclude any further exercise of any such rights. Any waiver of a right must be express and in writing. If there has been an express written waiver of a right following a specific failure by a party, this waiver cannot be invoked by the other party in favour of a new failure, similar to the prior one, or in favour of any other kind of failure.

4 LIST OF SCHEDULES

Schedule 1: Data Processing
Schedule 2: Sub processing
Schedule 3: Security

Schedule 1: Data Processing

1. Description of the data processing carried out by CODABOX on behalf of the Sender as Data Controller

a) Subject matter and purpose of the processing:

The data processing performed by CODABOX on behalf of the SENDER relates the Zoomit service. The data processing activity consists of facilitating the delivery of digital documents in the internet banking application of the banks by matching personal data of data subjects to ensure that the related digital documents reach the intended recipient.

b) The categories of personal data involved are:

- Identification Data :
  o lastName
  o firstName
  o nickName
  o customerId
  o email
  o Language

c) Categories of data subjects:

The data subjects are clients and prospective clients of Zoomit (service recipients).

d) Location of processing:

The processing performed by CODABOX in the frame of the current statement will occur within the EEA.

Schedule 2: Sub-processors

1. CODABOX uses the following sub-processors for the implementation of the Zoomit service:

a) General sub-processors

The Data Processor has appointed Isabel NV/SA to carry out the processing related to personal data in the frame of the Zoomit service.

2. Policy for sub-processors

Data Processor will ensure contractually that with respect to the subcontracted portion of the Services the Sub processor has the same data protection obligations as set out in this Statement vis-à-vis the Data Controller, in particular that Sub processor provides sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of applicable laws.

Schedule 3: Description of security measures implemented by CODABOX NV/SA

The processing of personal data covered by the present statement is performed on the basis of the following appropriate technical and organizational measures which ensure a level of security appropriate to the risk:

Access control	A Role Based Access Control is strictly defined and enforced, jump servers with logging and 2FA are used to access any production machine or network where production- processing data occurs.
Traceability	We log all actions of administrative actions at the various levels of our systems.
Protection	All public facing applications are pen-tested every year and at every major release; endpoints used by the personnel are hardened; patching and vulnerability management processes for the whole infrastructure are mature and audited. Data processing is done on computers inside secure areas of well- known Belgian data centres.
Backup	Data is replicated across our two geographically dispersed data centres.
Encryption	Data is encrypted in transit, storage is encrypted.
Sub processing control	All processing of the core service of Zoomit are executed by Isabel NV/SA without the use of external sub processor.
Others	Development, Test and Production environments are strictly segregated.