

YOURWOO WORLD WIDE PROCESSOR AGREEMENT

This PROCESSOR AGREEMENT ('**Agreement**') is with respect to the use of the YourWOO World Wide Service (as defined below) by and between

1. YourWOO World Wide (as defined below);
and
2. the End User (as defined below);

HEREBY AGREE AS FOLLOWS:

1. **Consideration**

- 1.1. YourWOO World Wide and End User entered into the Terms and Conditions (T&C's) and, to the extent not provided for in the T&C'S, wish to specify in more detail their rights and obligations regarding the processing of personal data as stated in Article 3.4 and 3.5 of the T&C'S in more detail herein in order to comply with the General Data Protection Regulation coming of force on 25 May 2018 ('**GDPR**').
- 1.2. To the extent not specifically addressed otherwise herein, the terms and conditions of the T&C'S shall be incorporated herein by reference.

2. **Definitions**

- 2.1. As used herein, the following terms shall have the following meanings ascribed to them, unless the context requires otherwise. Other capitalized terms used in this Agreement are defined in the context in which they are used.

Agreement: this Processing Agreement regarding the YourWOO World Wide Service between YourWOO World Wide and End User.

Controller: the End User.

Data breach: a security breach within the meaning of Article 13 in conjunction with Article 34a of the GDPR.

Data Subject: the person to whom the Personal Data pertains.

End User: the legal entity entering into this Agreement.

Personal Data: any data regarding an identified or identifiable natural person, which are or will be processed by the Processor in any way whatsoever in the context of the T&C'S as stated in article 4 sub 1 GDPR.

Analytical Data: any data regarding analytical data of a website and/or any other web based application, which are or will be processed by the Processor in any way whatsoever in the context of the T&C'S.

Processing: any activity or combination of activities involving Personal Data, in any event including the collecting, recording, organising, storing, updating, amending, accessing, consulting, using, providing by way of forwarding, distributing or any other form of supplying, compiling, linking, as well as safeguarding, deleting or destroying of data, as stated in article 4 sub 2 GDPR.

Processor: YourWOO World Wide in accordance with article 4 sub 8 GDPR.

T&C's: the Terms and Conditions regarding the rendering of YourWOO World Wide Service between YourWOO World Wide and End User.

YourWOO World Wide Service: the SAAS service, including a license to the YourWOO World Wide Software, which is provided by YourWOO World Wide to the End User, including (virtual) hardware, application software, operating system software, firmware, communication devices and all other equipment, software, devices and related materials provided by or used by YourWOO World Wide in providing the YourWOO World Wide Service.

YourWOO World Wide: the private limited liability company incorporated under the laws of the Netherlands YourWOO World Wide B.V., having its statutory corporate seat in Amsterdam, the Netherlands, Vliegtuigstraat 6g, 1059 CL, registered with the Chamber of Commerce under number 72550708 and all of its subsidiaries.

3. Scope

- 3.1. The Processor may, as part of its services in accordance with the T&C'S, process certain data, which may include Personal Data. The Processor undertakes to process Personal Data on the terms and conditions of this Agreement on the instructions of the Controller. The Processor shall process the Personal Data properly, with due care and in accordance with the GDPR and other applicable legislation and regulations relating to the processing of Personal Data.
- 3.2. The Processor shall perform Processing only to the extent necessary to provide the YourWOO World Wide Service to the Controller in accordance with the T&C'S.
- 3.3. The Processor shall not retain Personal Data made available to it in the context of the T&C'S any longer than is necessary (i) for the performance of this Agreement; or (ii) to comply with any of its statutory obligations.
- 3.4. The Processor shall only process Personal Data on and in accordance with the instructions of the Controller. The Processor is allowed to access, copy, process and use the Personal Data for its own benefit, for the benefit of third parties, and/or for its own purposes or advertising purposes or other purposes, if the Personal Data is anonymised or pseudonymised, , notwithstanding any of its obligations to the contrary under mandatory law.
- 3.5. The Processor shall inform the Controller regarding any changes in the performance of the T&C'S in accordance with Article 3.5 of the T&C'S, so that the Controller can monitor compliance with arrangements made with the Processor.
- 3.6. The processor will use Analytical Data to provide the Controller with analytical insights. This Analytical Data consists of, but is not limited by:
 - General account information
 - Session data
 - Visitor data
 - Performance data

4. Third Parties

- 4.1. The Processor makes use of a third party for the management of hardware and software in providing the YourWoo World Wide Service. The Processor has ensured compliance of the obligations stated herein by this third party. Except as stated in the preceding sentence, the Processor shall not grant access to the Personal Data to third parties, including any party engaged by the Processor to assist in the performance of the Service, except for group companies of Processor, unless with prior approval of Controller.

5. Security, obligation to report Data breaches

- 5.1. The Processor provides the security as stated in Article 7.8 of the T&C'S.
- 5.2. In the event of a suspected or actual (i) Data Breach; (ii) breach of security measures; (iii) breach of the confidentiality obligation or (iv) loss of confidential data, the Processor shall notify the Controller forthwith after the incident was first discovered. The Processor shall take all reasonable measures to prevent or limit (further) unauthorised examination, change, and provision or otherwise unlawful processing and to stop and prevent any future breach of security measures, breach of the confidentiality obligation or further loss of confidential data.