

Privacy Policy Semaku B.V.

Here you will find the privacy statement of Semaku B.V. This statement describes how your personal data collected by Semaku is handled.

If Semaku processes personal data on behalf of the client in the performance of the Agreement, the following terms and conditions apply in addition to the general terms and conditions.

Article 1: General

- 1) Dutch law applies to forms of liability not covered by these terms and conditions or the Agreement. Except in cases of intent or gross negligence, Semaku is not liable for indirect damage or for damage that can reasonably be attributed to third parties.
- 2) Dutch law applies to all legal relationships to which Semaku is a party, in particular, and insofar as not deviated from in these terms and conditions, the provisions of Book 6 and Book 7, Title 7 of the Dutch Civil Code.

Article 2: Purposes of the processing

- 1) Semaku undertakes to process personal data on behalf of the client in accordance with the terms of the agreement. The processing will take place exclusively for the purpose of performing the agreement and for the duration thereof, as well as for any purposes reasonably related thereto or determined by further consent.
- 2) Semaku shall not process the personal data for any purpose other than that specified by the client. The client shall inform Semaku of the purposes of processing insofar as these are not already mentioned in this annex.
- 3) Semaku has no control over the purpose and means of processing personal data. Semaku does not make independent decisions regarding the receipt and use of personal data, the disclosure to third parties, or the duration of the storage of personal data.
- 4) Semaku processes personal data on behalf of the client, provided that this does not concern sensitive personal data, Citizen Service Numbers (BSN) or data relating to criminal convictions or criminal offences, such as the following standard categories:
 - Name and address details
 - Telephone numbers
 - Email addresses
 - IP addresses
 - And other possible categories of non-sensitive personal data
- 5) This personal data relates to the categories of data subjects specified in this paragraph. The data subjects are:
 - Individuals who use a specific service agreed between Semaku and the client
 - Visitors to the website.
 - Individuals who receive or send emails to the client.
 - Individuals who are added by the client to its email address book within the webmail environment provided by Semaku.
 - Individuals who enter personal data in a contact form.
 - Individuals who make personal data available to the client for processing
 - And other possible categories of data subjects whose personal data is processed via a specific service provided by Semaku.

Article 3: Obligations of Semaku

- 1) With regard to the processing operations referred to in Article 2 of this Annex, Semaku shall ensure compliance with the conditions imposed under the GDPR on the processing of personal data by Semaku in its capacity as a data processor.
- 2) Semaku shall process personal data and other data provided to Semaku by or on behalf of the client and in accordance with the client's written instructions.
- 3) Semaku shall, at the client's request and within a reasonable period, inform the client of the measures it has taken regarding its obligations under this annex.
- 4) Semaku's obligations arising from this annex also apply to those who process personal data under Semaku's authority.
- 5) Semaku shall notify the client if, in its opinion, an instruction from the client contravenes relevant privacy laws and regulations.
- 6) Semaku shall, at the client's request, provide the necessary cooperation in fulfilling the client's obligations under the GDPR, including but not limited to the client's duty to ensure security, the obligation to report data breaches, the carrying out of a data protection impact assessment, and prior consultation with the supervisory authority in the event of high-risk processing. The costs reasonably incurred or to be incurred by Semaku in connection with the aforementioned cooperation shall be reimbursed by the client.

Article 4: Transfer of personal data

- 1) Semaku processes personal data in countries within the European Union. The client also grants Semaku permission to process personal data in countries outside the European Union, subject to the applicable laws and regulations.
- 2) Semaku shall, at the client's request, inform the client of the country or countries concerned.

Article 5: Allocation of responsibility

- 1) The parties shall ensure compliance with the applicable privacy laws and regulations. The permitted processing operations shall be carried out by Semaku within a (semi-) automated environment.
- 2) Semaku is solely responsible for the processing of personal data under this annex, in accordance with the client's instructions and under the client's express (ultimate) responsibility.
- 3) Semaku is not responsible for any other processing of personal data, including but not limited to the collection of personal data by the client, processing for purposes not notified by the client to Semaku, processing by third parties and/or for other purposes. Responsibility for such processing rests solely with the client. The client guarantees at all times the lawfulness of these processing operations and that its systems and infrastructure are adequately secured at all times.
- 4) It is for the client to assess whether Semaku provides sufficient guarantees regarding the application of appropriate technical and organisational measures to ensure that the processing complies with the requirements of the GDPR and/or any other applicable laws and regulations and that the protection of the rights of data subjects is sufficiently guaranteed.
- 5) The client guarantees at all times that the content, use and instructions for the processing of personal data, as referred to in this annex, are not unlawful and do not infringe any rights of third parties.
- 6) The client guarantees at all times that, when using the services, no sensitive personal data, Citizen service number, or data relating to criminal convictions or offences will be processed, unless otherwise agreed in writing.
- 7) Without prejudice to Semaku's other rights, the client indemnifies Semaku against any damage, third-party claims, and fines imposed by supervisory authorities, should the client act in breach of this Annex and/or the GDPR and/or other applicable laws and regulations.

Article 6: Engagement of third parties or subcontractors

- 1) The client hereby grants Semaku general permission to engage third parties (sub-processors) in the processing. At the client's request, Semaku shall inform the client as soon as possible of the sub-processors it has engaged.
- 2) Semaku has the right to make changes regarding the addition or replacement of sub-processors. Semaku shall inform the client of the intended changes regarding the addition or replacement of sub-processors, whereby the client is given the opportunity to object to these changes. This objection must be submitted in writing within two weeks and supported by arguments. If the client does not object within the aforementioned two-week period, the client shall be deemed to have consented to the changes.
- 3) If the client raises an objection within the period referred to in the previous paragraph, both parties shall endeavour to reach a reasonable solution through mutual consultation. If the parties are unable to reach agreement on Semaku's intention, Semaku shall be entitled to engage the new sub-processor in question, and the client shall be entitled to terminate the agreement with effect from the date on which the new sub-processor is engaged.
- 4) Semaku shall unconditionally ensure that these third parties undertake in writing the same obligations as those agreed between the client and Semaku. Semaku guarantees that these third parties will comply with these obligations.

Article 7: Security

- 1) Semaku shall endeavour to take appropriate technical and organisational measures in relation to the processing of personal data to be carried out, particularly in the event of the destruction, loss, alteration or unauthorised disclosure of, or unauthorised access to, data transmitted, stored or otherwise processed.
- 2) Semaku may make changes to the security measures taken if, in its opinion, this is necessary to continue to provide an appropriate level of security.
- 3) Semaku does not guarantee that the security will be effective under all circumstances. Semaku will endeavour to ensure that the security meets a level which, taking into account the state of the art, the cost of implementing the security measures, the nature, scope, and context of the processing, the purpose and intended use of the service, the processing risks, and the risks to the rights and freedoms of data subjects, which vary in likelihood and severity, that it might reasonably expect given the intended use of the service, is not unreasonable.
- 4) In the client's opinion, the security measures described, taking into account the invoices referred to in paragraph 3 of this article, provide a level of security commensurate with the risks associated with the processing of the personal data used or provided by the client.
- 5) The client shall only make personal data available to Semaku for processing if the client has satisfied itself that the required security measures have been taken. The client is responsible for compliance with the measures agreed between the parties.

Article 8: Duty to report

- 1) In the event of a security breach and/or a data breach (meaning: a breach of security that accidentally or unlawfully leads to the destruction, loss, alteration or unauthorised disclosure of, or unauthorised access to, data transmitted, stored or otherwise processed), Semaku shall, to the best of its ability, inform the client of this as soon as possible, following which the client shall assess whether or not to inform the supervisory authorities and/or the data subjects. Semaku shall use its best endeavours to ensure that the information provided is complete, correct and accurate.
- 2) Where required by law and/or regulations, Semaku will cooperate in informing the relevant authorities and any other parties concerned. The client is responsible for reporting the matter to the relevant authorities.
- 3) For Semaku, the duty to report entails, in any event, notifying the client of the fact that a

breach has occurred, as well as:

- What the (alleged) cause of the breach is
- What the (currently known and/or expected) consequence is
- What the (proposed) solution is
- What measures have already been taken
- The contact details for following up on the report
- Who has been informed (such as the person concerned, the client, the regulator)

Article 9: Handling requests from data subjects

- 1) In the event that a data subject submits a request regarding their personal data to Semaku, Semaku will forward the request to the client and inform the data subject accordingly. The client will then handle the request independently. If it transpires that the client requires assistance from Semaku, or if Semaku itself is responsible for fulfilling a data subject's request, Semaku will cooperate in this regard and may charge a fee for doing so.

Article 10: Secrecy and confidentiality

- 1) All personal data processed by Semaku on behalf of the client pursuant to this annex is subject to a duty of confidentiality on the part of Semaku vis-à-vis third parties. Semaku shall not use this data for any purpose other than that for which it was obtained, unless it has been rendered in such a form that it cannot be traced back to the data subject.
- 2) The duty of confidentiality does not apply:
 - Insofar as the client has given express consent to provide the information to third parties; or
 - If the provision of the information to third parties is logically necessary for the performance of the agreement or this annex; or
 - Where there is a legal obligation and/or a court order to disclose the information to a third party; or
 - With regard to third parties to whom, subject to the provisions of Article 6, personal data is provided in their capacity as sub-processors.

Article 11: Audit

- 1) The client has the right to have audits carried out by an independent IT expert who is bound by confidentiality to verify compliance with all points in this annex.
- 2) This audit shall only take place after the client has requested and assessed similar audit reports held by Semaku and has put forward reasonable arguments justifying the audit initiated by the client. Such an audit is justified if the similar audit reports held by Semaku provide no or insufficient clarity regarding Semaku's compliance with this annex. The audit initiated by the client shall take place once a year, two weeks after prior notification by the client.
- 3) Semaku shall cooperate with the audit and make available all information reasonably relevant to the audit, including supporting data such as system logs, and employees as soon as possible and within a reasonable timeframe, whereby a period of up to two weeks is considered reasonable unless there is an urgent need to the contrary.
- 4) The findings arising from the audit carried out shall be assessed by the parties in mutual consultation and, as a result, may or may not be implemented by one of the parties or by both parties jointly.
- 5) The reasonable costs of the audit shall be borne by the client, on the understanding that the costs of the IT expert to be engaged shall always be borne by the client.

Article 12: Handling of requests from data subjects

- 1) The annex has been entered into for the term specified in the agreement between the parties and, in the absence of such a term, in any event for the duration of the collaboration.
- 2) The annex may not be terminated prematurely.
- 3) The parties may only amend this annex by mutual consent.
- 4) Upon termination of the annex, Semaku shall destroy the personal data received from the client without delay, unless the parties agree that Semaku shall return this personal data to the client or Semaku is legally obliged to retain this personal data. Semaku may charge the client for any costs it incurs in connection with the destruction and/or return of personal data to the client.