

Data Processing Agreement

for LINK's provision of Messaging Services

Standard Contractual Clauses (SCC) Appendix

*(As per COMMISSION IMPLEMENTING DECISION (EU) 2021/914 of 4 June 2021
on standard contractual clauses for the transfer of personal data to third countries pursuant to
Regulation (EU) 2016/679 of the European Parliament and of the Council)*

between

LINK, and its affiliates established within EEA

hereinafter "data exporter"

and

The Customer (MODULE FOUR) or the respective Sub-processor in Third Country (MODULE THREE)

hereinafter "data importer"

The SCC text is found at: [Publications Office \(europa.eu\)](https://publications.europa.eu)

The Data exporter and Data importer enter into SCC with the following modules:

- **MODULE ONE:** Transfer controller to controller: N/A
- **MODULE TWO:** Transfer controller to processor: N/A
- **MODULE THREE:** Transfer processor to processor: Yes (in case of a sub-processor in Third Country) / No (in case of Customer in Third Country)
- **MODULE FOUR:** Transfer processor to controller: Yes (in case of Customer in Third Country) / No (in case of a sub-processor in Third Country)

Specifications required for each applicable module follow below:

Specifications relevant to MODULE THREE: Transfer processor to processor

Clause 7 – The Parties agree that this clause shall be included:

Docking clause (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A. (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A. (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

Clause 9– The Parties agree that Option 2 part of the clause shall apply to them:

[OPTION 2: GENERAL WRITTEN AUTHORISATION The data importer has the controller's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the controller in writing of any intended changes to that list through the addition or replacement of sub-processors at least 3 months in advance, thereby giving the controller sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the controller with the information necessary to enable the controller to exercise its right to object. The data importer shall inform the data exporter of the engagement of the sub-processor(s).]

Clause 11 – The Parties agree that this optional part of the clause shall not be included:

[OPTION: The data importer agrees that data subjects may also lodge a complaint with an independent dispute resolution body at no cost to the data subject. It shall inform the data subjects, in the manner set out in paragraph (a), of such redress mechanism and that they are not required to use it, or follow a particular sequence in seeking redress.]

Clause 17 – The Parties agree that Option 1 part of the clause shall apply to them:

[OPTION 1: These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of the state in which the data exporter is established.]

- When the data exporter is based in Switzerland the Parties agree these Clauses shall be governed by the law of:
 - Switzerland (when the data transfer is exclusively subject to the FADP)
 - The law of the country where LINK entity stated on the Front page/DPA/contract or if Front page/DPA/contract is missing or incomplete - Norway (when the data transfer is subject to both the FADP and the GDPR)

Clause 18:

(a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.

(b) The Parties agree that those shall be the courts of the state in which the data exporter is established.

- When the data exporter is based in Switzerland the Parties agree that any dispute arising from these Clauses shall be resolved by the courts of:
 - Switzerland (when the data transfer is exclusively subject to the FADP)
 - The law of the country where LINK entity stated on the Front page/DPA/contract or if Front page/DPA/contract is missing or incomplete - Norway (when the data transfer is subject to both the FADP and the GDPR)

(c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.

- The Parties agree that the term 'member state' must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18 c.

(d) The Parties agree to submit themselves to the jurisdiction of such courts.

Specifications relevant to MODULE FOUR: Transfer processor to controller

Clause 7 – The Parties agree that this clause shall be included:

Docking clause (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A. (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A. (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

Clause 11 – The Parties agree that this optional part of the clause shall not be included:

[OPTION: The data importer agrees that data subjects may also lodge a complaint with an independent dispute resolution body at no cost to the data subject. It shall inform the data subjects, in the manner set out in paragraph (a), of such redress mechanism and that they are not required to use it, or follow a particular sequence in seeking redress.]

Clause 17:

These Clauses shall be governed by the law of a country allowing for third-party beneficiary rights. The Parties agree that this shall be the law of the state in which the data exporter is established.

- When the data exporter is based in Switzerland the Parties agree these Clauses shall be governed by the law of:
 - Switzerland (when the data transfer is exclusively subject to the FADP)
 - The law of the country where LINK entity stated on the Front page/DPA/contract or if Front page/DPA/contract is missing or incomplete - Norway (when the data

transfer is subject to both the FADP and the GDPR)

Clause 18:

Any dispute arising from these Clauses shall be resolved by the courts of the state in which the data exporter is established.

- When the data exporter is based in Switzerland the Parties agree that any dispute arising from these Clauses shall be resolved by the courts of:
 - Switzerland (when the data transfer is exclusively subject to the FADP)
 - The law of the country where LINK entity stated on the Front page/DPA/contract or if Front page/DPA/contract is missing or incomplete - Norway (when the data transfer is subject to both the FADP and the GDPR)

ANNEX I

A. LIST OF PARTIES

MODULE THREE: Transfer processor to processor

MODULE FOUR: Transfer processor to controller

Data exporter(s): [Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]

1. Name: LINK entity stated on the Front page/DPA/contract and its affiliates as listed in the "Subsidiary companies" section on LINK Mobility sub-processors list - LINK Mobility International (<https://linkmobility.com/list/>).

Address: LINK address stated on the Front page/DPA/contract and its affiliates' addresses as listed in the "Subsidiary companies" section on LINK Mobility sub-processors list - LINK Mobility International (<https://linkmobility.com/list/>).

Contact person's name, position and contact details: LINK relevant contact person's / DPO information stated on the Front page/DPA/contract or if Front page/DPA/contract is missing or incomplete:

- Jan Wiczorkiewicz, DPO (for inquiries related to services provided to all data subjects)
- dpo@linkmobility.com
- Martin Gospodinov, DPO (for inquiries related to services provided to data subjects based in Austria, Germany, Hungary, Romania, Bulgaria and North Macedonia)
- dpo@linkmobility.com

Activities relevant to the data transferred under these Clauses: provision/use of communication services towards recipients

Signature and date: *considered signed and dated when DPA is accepted*

Role (controller/processor): processor(s).

Data importer(s): [Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]

Specifications relevant to MODULE THREE: Transfer processor to processor

1. Name: as listed (if listed) in LINK Mobility sub-processors list (<https://linkmobility.com/list/>)

Address: as listed (if listed) in LINK Mobility sub-processors list (<https://linkmobility.com/list/>)

Contact person's name, position and contact details: as listed (if listed) in LINK Mobility sub-processors list (<https://linkmobility.com/list/>) or revert to LINK contact person above

Activities relevant to the data transferred under these Clauses: provision/use of communication services towards recipients

Signature and date: *considered signed and dated when DPA is accepted*

Role (controller/processor): processor

Specifications relevant to MODULE FOUR: Transfer processor to controller

2. Name: Customer's name stated on the Front page/DPA/contract

Address: Customer' address stated on the Front page/DPA/contract

Contact person's name, position and contact details: Customer' relevant contact person's information stated on the Front page/DPA/contract or as provided by the Customer in the contact information in the Customer's Account according to the GTCs

Activities relevant to the data transferred under these Clauses: provision/use of communication services towards recipients

Signature and date: *considered signed and dated when DPA is accepted*

Role (controller/processor): controller

B. DESCRIPTION OF TRANSFER

MODULE THREE: Transfer processor to processor

MODULE FOUR: Transfer processor to controller

Categories of data subjects whose personal data is transferred

- Regarding MODULE THREE:
 - The categories defined by data exporter's Customer. The processing involves processing of personal data related to end-users of data exporter's Customer (recipients and/or senders of messages depending on the data exporter's Customer use of the services under the applicable service agreement).
- Regarding MODULE FOUR:
 - The categories defined by data importer/controller. The processing involves processing of personal data related to data importer's/controller's end-users (recipients and/or senders of messages depending on the importer's/controller's use of the services under the applicable service agreement).

Categories of personal data transferred

The personal data transferred concern the following categories of data:

- Basic Personal Data, such as name, contact details such as email, phone number etc.
- Location data, such as GPS, Wi-Fi location data and location data derived from data exporter's network (that is not traffic data as defined below).
- Traffic data: personal data processed in relation to the conveyance of communication on an electronic communications network or billing thereof.
- Data related to content of communication, such as e-mails, voice mails, SMS/MMS, browsing data etc.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

- If applicable to the specific service - special categories of personal data, such as data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership or health data.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

- continuous basis

Nature of the processing

- Regarding MODULE THREE:
 - Personal data will be processed by data exporter's Customer entering the data into data exporter's or data importer's platform, either through its access to said platform, or by providing data to data exporter's or data importer's employees in order for them to enter data to the data exporter's Customer's area of the platform. The processing includes deriving statistical data related to the provision of the services – such as delivery statuses and other information prescribed under the service contract between data exporter and data exporter's Customer. The data will further be processed in order for messages to be set up as required by data exporter's Customer, and the list of recipients to be correct, before the process for sending the defined messages to the defined recipients is initiated.
- Regarding MODULE FOUR:
 - Personal data will be processed as a result of entering the data by data importer or data importer's client into data exporter's platform, either through its access to said platform, or by providing data to data exporter's employees in order for them to enter data to the data importer or data importer's client's area of the platform. The processing includes deriving statistical data related to the provision of the services – such as delivery statuses and other information prescribed under the service contract between data exporter and data importer. The data will further be

processed in order for messages to be set up as required by data importer or data importer's client, and the list of recipients to be correct, before the process for sending the defined messages to the defined recipients is initiated.

Purpose(s) of the data transfer and further processing

- Regarding MODULE THREE:
 - Fulfillment of data exporter's Customer's requirements for communication towards recipients.
- Regarding MODULE FOUR:
 - Fulfillment of data importer or data importer's client's requirements for communication towards recipients.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

- The processing will continue for the duration of data importer's contract with data exporter. Personal Data shall be retained for as long as it is necessary to fulfil the purposes for processing.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

- As described respectively above.

C. COMPETENT SUPERVISORY AUTHORITY

MODULE THREE: Transfer processor to processor

Identify the competent supervisory authority/ies in accordance with Clause 13

- The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 is the one competent in the state in which the data exporter is established
- When the data exporter is based in Switzerland the parties establish a parallel supervision:
 - The Federal Data Protection and Information Commissioner (FDPIC), insofar as the data transfer is governed by the FADP
 - The Data Protection Authority of the country where LINK entity stated on the Front page/DPA/contract or if Front page/DPA/contract is missing or incomplete - the Norwegian Data Protection Authority, insofar as the data transfer is governed by the GDPR

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

MODULE THREE: Transfer processor to processor

EXPLANATORY NOTE:

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Description of the technical and organisational security measures:

- Respectively applies the Security Appendix.

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter

- Respectively applies the Security Appendix.