DATA PROCESSOR AGREEMENT

1 Parties

Data Processor: Reon ApS, Slotsmarken 18, 2970 Hørsholm, Denmark.
Business registration (CVR) 25140885

Data Controller / Data Manager:
Any subscriber to the Reon web applications (Customer)

2 Agreement, Main agreement and Privacy Policy

The ”Data Processor Agreement” (Agreement) regulates the processing of personal data on behalf of the customer (the ”Data Controller”). It is an Addendum to the Reon Standard Terms and Conditions for subscription to the Reon web application (Main Agreement). Reon maintains the underlying IT infrastructure and software according to the Main Agreement. The Agreement is complemented by Reon Privacy Policy. The Agreement and Reon Privacy Policy is published at Reon’s website.

In case of discrepancy between the Data Processor Agreement and the Main Agreement it is the Data Processor Agreement that takes priority.

The “Governing law and venue” for the Main agreement shall also apply for any disputes regarding the ”Data Processor Agreement”.

3 Reon employees and partners

Reon's employees and partners are subject to confidentiality in the treatment of personal data and are also instructed to comply with Reon’s Privacy Policy and Data Processor Agreements.

4 Legislation

The Agreement shall ensure that the parties comply with the applicable data protection and privacy legislation, including The European Parliament and the Council’s Regulation 2016/679 of 27 April 2016 on the protection of persons with regard to the processing of personal data applicable on 25 May 2018 (GDPR).

Reon will cooperate with supervisory authorities whenever required.

5 Data processing, disclosure and location

Reon is authorized to process personal data on the Customer’s behalf, according to the terms set forth in this Agreement.

All persons working for or on behalf of Reon are instructed to process the Customer’s personal information only after instructions from the Customer.

When relevant Reon will make prior consultation and assist the Customer to assess impacts concerning the data processing.

Reon and sub-contractors may not store any data outside EU/EØS in unsecure 3rd countries.

6 Technical and organizational safety measures

Reon has assessed the risks involved in the processing of personal data by the Customer and have taken appropriate technical and organisational measures to ensure a level of security that prevent information from being accidentally or illegally destroyed, lost or impaired, and against come to the knowledge of the unauthorized person, abused or otherwise treated in violation of the law on treatment of personal data.

Reon shall, at the Customer's request, provide the Customer with sufficient information to ensure that the technical and organizational measures have been taken.

Reon will on an ongoing basis ensure that servers and other technical equipment are updated and maintained in order to prevent unauthorized access and in order to ensure that authorized access is restored as quickly as possible after any technical faults or physical impacts rendering data inaccessible.

7 Documentation for compliance with obligations

Reon and Reon's hosting sub-contractor (paragraph 15) will do best effort to comply with relevant standards regarding compliance.

8 Notification duty

Reon informs the Customer without unnecessary delay in case of deviations from agreed delivery.

9 Customer's Instructions to Reon

The Customer determines for what purposes and how to process personal data.

Reon may not, without written agreement, disclose any data to any third parties or authorities, except as part of Reon's compliance with EU law or national law of the EU Member States. In such case, Reon shall immediately notify the Customer, unless prohibited by the legislation.

10 Data processing outside of instructions

The data processor can process personal information outside of instructions, only in cases where authorities In accordance with Danish law require this.

11 Customer's responsibility

Personal data in the Reon application is the responsibility of the Customer.
The Reon application is intended to record general personal data for users such as name, e-mail, telephone number and log of activity.
Customers should not register and type in any sensitive personal data in the Reon application including comments fields made available for entering free text. Sensitive personal data include information about race, ethnic origin, religion or philosophical beliefs, sexual orientation, health, political preferences and worker's union membership.

12 Administrative Access for Reon

Reon ensures that the persons authorized to process personal Customer data are instructed to treat personal data confidentially.

13 Access

It is solely operating staff of Reon (and sub-contractor), who has physical and logical access to the IT environment, in connection with ensuring the performance, capacity and ongoing backup.

14 Handling of data after termination of the subscription agreement

Reon will after request from the Customer by best efforts, and at the expense of the Customer, extract and deliver the Customer's data in a machine readable format.
Reon is required to delete the Customer's data, including personal data, after request from the Customer unless there is a legal requirement to store the information.

15 Sub-contractor (sub-processor)

Reon is given general authorization to engage a third-party to process the Personal Data.
The sub-contractor is: UnoEuro Danmark A/S, Højvangen 4, 8660 Skanderborg.
CVR: 31277477.

In case Reon wishes to replace the sub-contractor or include another sub-contractor, the Customer shall be informed. If the Customer cannot accept the changes, the Customer can terminate the Agreement.

Reon and Unoeuro has entered a written back-to-back agreement that ensures the terms and conditions for the Data Processer Agreement with the Customer also applies to Unoeuro wherever relevant. The Customer can request a copy of this agreement.

16 Security breach

Reon assists the Customer as necessary and reasonable in connection with security breaches.
In case of a security breach at Reon which can compromise personal data, the Customer shall be informed without unnecessary delay. The information must include the nature of the security breach that occurred, the categories of persons at risk and the number of personal data at risk. It will also include information on the measures taken by Reon to mitigate the incident. Reon is required to investigate the circumstances at his own expense.

17 Breach of the Agreement and liability

The Main Agreement's regulation of breach of contract and the consequences hereof shall apply equally to this Agreement as an addendum to the Main Agreement, including the terms for each party's cumulated liability.
The limitation of liability does not apply to the following:
(a) Loss as a consequence of the other party's gross negligence or wilful misconduct.
(b) A party's expenses and resources used to perform the other party's obligations, including payment obligations, towards a relevant data protection agency or any other authority.

18 Duration and Termination

This Agreement shall remain in force until the Main Agreement is terminated, or until terminated by the Customer according to the terms of this Agreement. Upon termination of this Agreement, Reon's obligations remain valid for as long as data is in its possession.

Reon's authorization to process Personal Data on behalf of the Customer ends at the termination of the Main Agreement.

If a Party is guilty of material breach of this Agreement, the other party is entitled to terminate the Agreement in writing with immediate effect. Breach of applicable rules for processing personal data and violation of the Data Controller's instructions will always constitute a material breach.

19 Changes

This Agreement may change over time in order to adapt to best practices or to adapt to changes to rules and regulations. Customers will be informed about new versions of this Agreement before it can take effect, and the Customer must agree in writing to the changes. If the Customer cannot accept the changes, the Customer can terminate the Agreement.

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