

Data Processing Agreement

This agreement has been entered between The Customer and Assently AB , 556828-8442 (hereinafter "The Provider").

1. Definitions

For the purposes of this agreement, the definitions in Article 3 of the Swedish Personal Data Act (PuL, SFS 1998:204) applies.

2. Background and scope

The parties has reached an agreement ("Main Agreement") in where the Provider undertakes to deliver services ("The Service") for electronic signing, identification, etc., and associated services such as support and analytics.

The Provider will process personal data for The Customer in delivering The Service. The Supplier acts Data Assistant for The Customer whom is the Data Controller for the data being processed.

3. Dispute, Choice of Law and Forum

In the interpretation of this agreement, Swedish law shall be applied and disputes arising from this agreement shall be settled in accordance with the main agreement.

This is the English language version of the Data Processing Agreement. If different language versions of this agreement are brought into question the Swedish version shall prevail.

4. Purpose of, and Instructions for Processing of Personal Data

The Provider is only allowed to process personal data for the purposes given by the customer, and not for any other purpose than is necessary in order to fulfill the Main Agreement.

The Provider is only allowed to process personal data in accordance with The Customer's instructions, as they are received by the use of The Service, by API-calls or communication with The Provider.

If The Provider is unable to follow the instructions, by reasons such as the instructions are outside of the function of The Service, or is infringing of laws or agreement, it's The Provider's responsibility to notify The Customer as soon as possible. The same applies for situations where The Provider consider that it lacks instructions to fulfill the Main Agreement.

5. Subcontractors

The Provider is allowed to use subcontractors to process personal data in order to fulfill the Main Agreement.

The Provider has stringent requirements for personal data processing and security with its subcontractors, and only use subcontractors within the EEA and international that live up to an adequate level of protection.

The Customer can upon request to legal@assently.com receive a list of what subcontractors the Provider uses.

6. Data Transfer to third countries

The provider mustn't transfer personal data to third countries in breach of PuL.

7. Security safeguards

The Provider will limit the access to personal data to the employees who access to carry out their tasks. The Provide will make sure that these employees is subject to the obligation of professional secrecy and is informed about how they may process the personal data.

The Provider will make sure that personal data is not processed in breach of PuL. The Provider will take appropriate technical and organisational measures to protect personal data against unauthorized access, destruction and change, with regards to 31 § 1 st PuL.

The Customer has the right to, on their own initiative or by contracting the services of third parties, at their own expense make inspections of the undertakings in according to this agreement.

8. Compensation

The Provider is not entitled to compensation for processing the personal data in addition to the compensation that follows by the Main Agreement.

9. Contact with third parties

If a third party (i.e. the data subject, an authority or someone else) sends a request to the provider to obtain information, the Provider shall forward that request without delay to The Customer.

The Provider does not have the right to represent the Customer in dealings with third parties regarding processing of personal data, unless the Customer expressly has agreed to this.

10. Secrecy

The Provider undertakes not to disclose information to third parties about processing of personal data under this agreement, or other information the Provider has been given as a result of this agreement. The provider will make sure that employees that are given access to personal data will be given information about how personal data is allowed to be processed and make sure that those employees is subject to the obligation of professional secrecy in accordance with this agreement.

The undertaking is not valid for

- information being disclosed in accordance with the instructions from the Customer, or
- information that the Provider is obliged to disclose to authority.

This secrecy undertaking is valid even after this agreement has been terminated.

11. Immaterial rights

All intellectual property rights to the personal data stays with the Customer. The Provider obtains a non-exclusive right to use the personal data for fulfilling their obligations according to the Main Agreement.

12. Liability

If a data subject or other third party makes demands towards the Customer due to processing of data carried out by the Provider, the Provider will hold the Customer harmless from loss if the Provider

- didn't abide this agreement,
- didn't abide the Customer's instructions for processing of personal data, or
- otherwise acted in breach of PuL.

The Provider will assist the Customer if a data subject exercises their right to obtain or rectify information.

In addition, the liability clauses of Main Agreement applies.

13. Changes and amendments

Changes of, or amendments to, this agreement are to be in writing and signed by the Customer and the Provider in order to be valid.

14. Duration and termination

This agreement enters into force when the Main Agreement enters into force, and terminates when the Main Agreement terminates.