



Adversus DPA EN

Company name	Adversus A/S
Company address	Karupvej 2D, 3.tv., 8000 Aarhus C
Company ID no.	37831247
	„Data Processor”

1 BACKGROUND AND PURPOSE

1.1 Adversus A/S, CVR No. 37831247, ("The Data Processor") provides call center software for use by the Customer's ("the Controller") telemarketing activities ("The Main Service").

1.2 In connection with the provision of the Main Service, the Data Processor shall process personal data on behalf of the Controller, which is why the Parties have concluded this agreement (the "Data Processing Agreement"), which forms an integral part of the Parties' Agreement(s) on the Principal Service. In the event of a dispute between the Data Processing Agreement and the Terms of Service, the Data Processing Agreement shall prevail.

1.3 To the extent that the data protection regulation in force at all times entails the need for adjustments to the Data Processor Agreement, the Parties agree that this should lead to a re-negotiation of the content of this Data Processing Agreement.

2 SCOPE

2.1 The data processor is authorized to process personal data on behalf of the Controller as part of the Main Service's performance under the terms set out in the Data Processing Agreement.

2.2 The Data Processor may process the personal data only on behalf of the Controller and only to the extent necessary for the data processor's provision of the Main Service.

2.3 The Data Processor may not process personal data for its own purposes.

2.4 The Data Processor only processes standard non-sensitive information on behalf of the Controller. Non-sensitive information includes all personal data provided from the Controller to the Data Processor, including personal data uploaded to the Data Processor's solution, including, among other things, contacts, names, titles, addresses, telephone numbers, user information, emails, etc. The Data Processor will process no sensitive personal data.

2.5 To the extent that the Data Processor becomes aware that sensitive information is handed to the Data Processor, such information is deleted by the Data Processor without notice, unless the Data Processor receives specific instructions from



the Controller, allowing the processing of such information.

2.6 The data processor processes personal data about the following categories of data subjects on behalf of the Controller: Customers and leads that are the subject of telemarketing activities by the Controller.

2.7 The data processor may only process the personal data on the instructions of the Controller unless the processing is required under EU law or the national law of the Member States to which the Data Processor is subject: In this case, the Data Processor shall inform the Controller of the legal requirement before processing, unless that court prohibits such notification.

3 DURATION AND TERMINATION

3.1 The Data Processing Agreement applies as long as the Data Processor provides the Main Service and automatically terminates when the Data Processor no longer processes personal data on behalf of the Controller.

3.2 At the end of the Data Processing Agreement, the Data Processor shall delete the personal data processed under the Data Processing Agreement, unless retention is required under EU law or the Member States' national law Processor is subject.

4 OBLIGATIONS OF DATA CONTROLLERS

4.1 The Controller is responsible for complying with the applicable data protection law regulation concerning the personal data entrusted to the Data Processor's processing on behalf of the Controller.

4.2 The Controller is responsible for and accountable for: The Controller has the necessary legal basis to process and allows the Data Processor to process the personal data processed in connection with the Main Service. The indication of personal data in Section 2 of the Data Processing Agreement is exhaustive and that no other information is processed in connection with the Main Service. The instructions given are lawful and sufficient for the Data Processor to fulfill its obligations.

5 OBLIGATIONS OF THE DATA PROCESSOR

5.1 Technical and organizational security measures

5.1.1 The Data Processor shall implement appropriate technical and organizational measures to achieve a security level appropriate to the risks involved in the processing activities carried out by the Data Processor on behalf of the Controller.

5.1.2 The security measures shall be implemented considering the state of the Art, the cost of implementation, the nature, scope, composition, and purpose of the processing. The security measures shall also be carried out considering the risks of varying probability and severity to natural persons' freedom of rights.

5.1.3 The data processor shall ensure that employees who process personal data for the Data Processor have committed themselves to confidentiality or are subject to appropriate statutory confidentiality.

5.2 Compliance detection

5.2.1 The data processor shall make available to the Controller all information necessary to demonstrate compliance with the Data Processor Agreement requirements. The data processor shall provide access and contribute to audits, including inspections carried out by the Controller or an auditor authorized by the Controller. This provision may also be fulfilled by the Data Processor's submission of an audit report.

5.2.2 The data processor must immediately inform the Data Controller if an instruction to make information available or provide access to audits or inspections, in the opinion of the Data Processor, is contrary to applicable Danish law or data protection provisions of other EU or national law.

5.3 Security breach

5.3.1 The data processor will inform the Data Controller without undue delay if the Data Processor becomes aware that there has been a personal data breach. The notification shall be made within 24 hours.

5.4 Assistance

5.4.1 At the Controller's request and taking into account the nature of the processing, the Data Processor shall, as far as possible, assist the Controller, through appropriate, technical and organizational measures to fulfill the Controller's obligation to respond to requests for the exercise of the data subjects' rights as specified in the applicable legislation on the processing of personal data.

5.4.2 At the Controller's request, and taking into account the nature of the processing, as well as the information available to the Data Processor, the Data Processor shall assist the Controller in ensuring compliance with the Controller's obligations regarding the implementation of appropriate technical and organizational measures; notification of personal data breaches to supervisory authorities; notification of personal data breaches to data subjects; conduct data protection impact assessments; and prior consultations with competent supervisory authorities.

6 REMUNERATION

6.1 The Data Processor is entitled to payment for elapsed time, as well as the Data Processor's other directly related costs thereof, for the services provided under the Data Processor Agreement at the Controller's request. The services may include, but are not limited to, assistance in reporting personal data breaches, assistance in complying with requests from data subjects, assistance in auditing, cooperating with regulatory authorities, and assistance in complying with requests from data subjects.

6.2 The data processor is entitled to payment for elapsed time and the data processor's other directly related costs thereof for the services provided under the Data Processor Agreement resulting from changes in the Controller's circumstances. The services may include, but are not limited to, assistance to changes resulting from new risk assessments and impact assessments, as well as changes necessitated by the obligation of the Controller to be bound by legislation other than Danish law.

6.3 The remuneration is calculated according to the agreed hourly rates in the agreement(s) for the Main Services provision. If no hourly rates have been agreed, the remuneration shall be calculated according to the Data Processor's applicable hourly rates.

6.4 Notwithstanding the foregoing, a Party shall not be entitled to payment for assistance or implementation of any changes to the extent that such service or modification is a direct result of the Party's own breach of this Data Processing Agreement.

7 SUB-PROCESSORS

7.1 The data processor may use a third party to process personal data on behalf of the Controller (a sub-processor) without prior consent.

7.2 The Controller can require a list of sub-data processors by contacting the Data Processor at hello@adversus.io.



Changes in sub-processors will otherwise be disclosed to the Controller, e.g., via email, newsletters, system messages, etc. The Controller can object to additions or replacements of sub-data processors to the extent that the Controller has reasonable grounds for doing so.

7.3 When the Data Processor makes use of a Subprocessor, the Data Processor and the sub-processor shall enter into a written agreement imposing on the sub-processor the same data protection obligations of the Data Processor, in particular by providing adequate guarantees for the implementation of appropriate technical and organizational measures in such a way that the processing will comply with the requirements of the Data Protection Regulation.

7.4 Notwithstanding the foregoing, the Controller agrees that the processing of personal data, on behalf of the Controller by sub-processors, is done under the terms set out in the relevant sub-data processor's standard terms at all times, once the Controller is informed. Such information regarding sub-processors may be found on the Data Processor's website, in the software provided, or otherwise provided to the Controller.

7.5 The data processor is directly responsible for the sub-processor's performance of its obligations to the Controller.

8 DATA EXPORT

8.1 The data processor will seek to store all personal data within the EU or EEA; it is not the data processor's intention to export data. However, the Controller accepts that the Data Processor may transfer/provide personal data to a country outside the EU or EEA, provided that, prior to the transfer, the Data Processor has secured the necessary legal basis for such transfer, or that the Controller has instructed the Data Processor to carry out the transfer (e.g., by using the services provided by the Data Processor to send information to recipients outside the EU or EEA), in which case the Controller is responsible for securing the necessary legal basis.

8.2 Where the transfer base used requires the Controller to be a direct contracting party on the transfer basis, e.g., the EU Commission's model contract for the transfer of personal data to third countries, the Data Processor shall be deemed authorized to conclude such an agreement on behalf of the Controller. The content of this Data Processing Agreement shall not be considered to alter the content of such a transfer basis, including the MODEL CONTRACTS of the European Commission.

9 LIABILITY AND LIMITATIONS OF LIABILITY

9.1 The limitation of liability in the Agreement(s) the Main Service applies to the data processor's processing of personal data under the Data Processing Agreement, as well as to Art. 82(5) of the Data Protection Regulation.

10 DISPUTES AND CHOICE OF LAW

10.1 The Data Processing Agreement is governed by Danish law, except for (a) rules leading to the application of laws other than Danish law and (b) the UN Convention on Contracts for the International Sale of Goods (CISG).

10.2 Any dispute which cannot be resolved by negotiation must be resolved by the competent court at the data processor's place of residence.

**On behalf of
Adversus A/S**

Representative title

CCO

Company representative

Kasper Klit

Email

krk@adversus.io

IP Address

217.74.222.150









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