

### Standard terms and conditions for data processing

These terms are largely based on [European Commission standard contractual provisions 2021/915](#).

These terms and conditions apply to all services provided by WEngage, including the companies identified below, to a client on the basis of a service agreement or accepted offer (hereinafter "Main Agreement"), to the extent WEngage processes personal data on behalf of and commissioned by the client and in case no specific processing agreement has been concluded between WEngage and the client for that purpose in implementation of Article 28(3) of Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter "GDPR").

In that case, these terms further implement Article 5 of WEngage's General Terms and Conditions regarding privacy and data protection.

WEngage includes the following companies:

Name and Legal entity	Adress	Business Number
WEngage International NV	Woluwelaan 158 1831 Machelen België	(BE) 0879.144.256
WEngage NV	Woluwelaan 158 1831 Machelen België	(BE) 0793.259.664
WEngage BV	Schatbeurderlaan 10 6002 ED Weert Nederland	(NL) 8081 90969 801
WEngage Sarlau	27 Avenue Abderrahim Bouabid Hay Riad CP 10110 Rabat Marokko	ICE: 001509504000076
WEngage Suriname	Mr. J. Lachmonstraat 134, Tower B – 4th floor, Paramaribo, Suriname	92721
WEngage Türkiye	İç kapi, Kızilirmak Mah. Dumlupinar BLV. A NO: 9 A, Söğütözü, NO: 595, 06530 Çankaya/Ankara, Turkije	505866

## 1. Qualification parties and object

- 1.1 In regards to the processing of personal data of data subjects to be carried out on behalf of the client in the provision of services under the Master Contract, the client acts as the Controller and WEngage as its Processor within the meaning of the GDPR. The client is further referred to in these terms and conditions as the "Controller" and WEngage as the "Processor".
- 1.2 These terms and conditions govern the respective responsibilities and obligations of the Controller and the Processor for the processing operations whose subject matter, duration, nature and purpose, are apparent from the Master Contract. In case of contradiction with the Main Contract regarding the processing and protection of personal data, the provisions of these Terms shall prevail.
- 1.3 The Controller ensures that all personal data it provides or that third parties provide to the Processor on its behalf are lawfully collected in accordance with the GDPR and all other applicable laws and regulations
- 1.4 The processing operations relate to the following type of personal data, unless otherwise evident from the Controller's written instructions: identification data, payment history, order history, complaint and communication history, appointments (including date and subject), address data, recordings (audio and screen recording), metadata.
- 1.5 The processing operations concern the following categories of data subjects, unless otherwise apparent from the controller's written instructions: customers of the controller, prospects of the controller, registrants, callers (incoming calls), employees of the controller, employees of the processor (including its employees and those of permitted sub-processors).

## 2. Instructions

- 2.1 The Processor shall process personal data only on the basis of written instructions from the Controller, unless a provision of Union or Member State law applicable to the Processor requires it to process. In that case, the processor shall notify the controller, prior to processing, of that legal requirement, unless the law prohibits it for important reasons of public interest. The controller may also give further instructions at any time during the processing of personal data. These instructions shall always be put in writing.
- 2.2 The Processor shall immediately notify the Controller if, in the Processor's opinion, the Controller's instructions violate the GDPR or applicable data protection provisions of the Union or Member States.

## 3. Security of processing.

- 3.1 The Processor shall take appropriate technical and organizational measures to ensure the security of personal data in accordance with Article 32 GDPR. This includes protecting the data against a security breach that results in the destruction, loss, alteration or unauthorized disclosure of or access to the data, whether accidental or unlawful (personal data breach). In assessing the appropriate level of security, the parties shall take due account of the state of the art, implementation costs, the nature, scope, context and purposes of the processing and the risks to data subjects.
- 3.2 The Processor shall grant its staff access to the personal data being processed only to the extent strictly necessary for the performance, management and monitoring of the Main Agreement and these Terms and Conditions. The Processor shall ensure that the persons authorized to process the personal data received are bound to confidentiality or are bound by an appropriate legal obligation of confidentiality.

#### 4. Documentation and compliance

- 4.1 The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations established in Article 28 GDPR. Upon request of the Controller, the Processor shall also allow and contribute to audits of the processing activities covered by these terms up to a maximum of once a year (except in case of a personal data breach).
- 4.2 The controller may choose to conduct the audit itself or commission an independent auditor to do so, in which case the auditor must be bound by a duty of confidentiality and must not be a competitor of the processor. Processor shall fully bear the costs of all audits under this Article, including reimbursing Processor's provided employees and their time spent and services provided in the context of the audit. Audits may also include inspections at Processor's premises or physical facilities and, where appropriate, shall be announced in writing to Processor in a timely manner, at least two weeks prior to the anticipated commencement of the audit, providing the name of the auditor(s) and a description of the purpose, scope and manner of the audit. Such audits shall take place only during Processor's business hours during which the Controller and auditor(s) shall take care to minimize disruption to the Controller's business activities and the performance of services and the provision of services to other clients of Processor.

#### 5. Use of sub-processors

- 5.1 The Controller grants its general written consent to the Processor to engage other (sub-)processors under the Master Contract. Previous to the start of the processing services, the Processor shall provide in written form to the Controller a list of the sub-processors that the Processor uses or intends to use. The sub-processors listed therein shall be considered accepted by the Controller upon its instruction to commence processing services. The Processor shall keep this schedule up to date and notify the Controller of any intended changes regarding the hiring or replacement of sub-processors, so that the Controller may be given the opportunity to object to such changes during the reasonable time period communicated in such notification.
- 5.2 Where the Processor engages a sub-processor to carry out specific processing operations (on behalf of the Controller), it shall do so by means of a contract that imposes on the sub-processor substantially the same data protection obligations as are imposed on the Processor under these terms. The processor shall ensure that the sub-processor complies with the obligations imposed on the processor under these terms and the GDPR.
- 5.3 The processor shall remain fully responsible to the controller for the performance of the sub-processor's obligations in accordance with its contract with the processor. The Processor shall notify the Controller of any failure of the Sub-Processor to fulfill its contractual obligations.

#### 6. International transfers

- 6.1 The Processor is permitted to process (or have processed) personal data outside the European Economic Area, provided that the Controller has been notified in advance and provided that Articles 44 et seq. of the GDPR are complied with.
- 6.2 The Controller agrees that where the Processor engages a sub-processor in accordance with article 5 to carry out specific processing operations (on behalf of the Controller) and such processing operations involve a transfer of personal data within the meaning of Chapter V of the AVG, the Processor and the sub-processor may ensure compliance with Chapter V of the GDPR by using standard contractual clauses adopted by the Commission in accordance with Article 46(2) of the GDPR, provided that the conditions for the use of such standard contractual clauses are met.

## **7. Assistance to the controller**

- 7.1 The Processor shall promptly notify the Controller of any request received from the Data Subject. The Processor shall not itself respond to the request unless the Controller has given its consent.
- 7.2 The Processor shall assist the Controller in fulfilling its obligations to respond to data subjects' requests to exercise their rights, taking into account the nature of the processing. In fulfilling its obligations under articles 7.1 and 7.2, the Processor shall follow the Controller's instructions.
- 7.3 In addition to the obligation to assist the Controller in accordance with article 7.2, the Processor shall also assist the Controller in ensuring compliance with the following obligations, taking into account the nature of the data processing and the information available to the Processor:
- 7.3.1 the obligation to carry out an assessment of the impact of the intended processing operations on the protection of personal data (a "data protection impact assessment") when a particular type of processing is likely to present a high risk to the rights and freedoms of natural persons;
  - 7.3.2 the obligation to consult the competent supervisory authority/authorities prior to the processing when a data protection impact assessment indicates that the processing would pose a high risk if the controller does not take measures to mitigate that risk;
  - 7.3.3 the obligation to ensure that personal data are accurate and up to date, by promptly informing the Controller when the Processor becomes aware that the data it processes are inaccurate or out of date;
  - 7.3.4 the obligations in Article 32 of the GDPR.

## **8. Notification of a personal data breach**

- 8.1 In the event of a personal data breach, the Processor shall cooperate with and assist the Controller so the Controller can comply with its obligations under Articles 33 and 34 of the GDPR, if applicable, taking into account the nature of the processing and the information available to the Processor. In the event of a breach in relation to personal data processed by the processor, the processor, after becoming aware of the breach, shall notify the controller without delay.

## **9. Termination of processing services**

- 9.1 Upon termination of the processing services, the Processor shall, at the Controller's option, erase all personal data processed on behalf of the Controller and confirm to the Controller that it has done so, or return all personal data to the Controller and delete existing copies, unless Union or Member State law requires the storage of the personal data. Until the data have been deleted or returned, the processor shall continue to ensure compliance with these provisions.

## **10. Liability of Processor**

- 10.1 The Processor shall only be liable for direct damages caused by processing when the processing did not comply with the obligations of the GDPR specifically addressed to Processors or acted outside or contrary to the lawful instructions of the Controller. The potential liability of the Processor to the Controller for breaches of these terms and the GDPR shall at all times be excluded and limited in accordance with the provisions herein contained in the Master Contract and the applicable general terms and conditions of the Processor. In the absence of such limitations of liability in favor of the Processor, the total liability of the Processor to the Processor shall be limited to a maximum amount of the price paid or payable by the Processor for the relevant services under the Master Contract over a 12-month period, not exceeding EUR 50,000.

**11. Contact, lead supervisory authority, jurisdiction & applicable law.**

11.1 The Processor can be contacted for all operational notifications and instructions related to processing through the contacts and contact details included in the Master Agreement or as separately communicated in writing to the Controller. The Processor has also appointed a Data Protection Officer accessible at [dpo@wengage.eu](mailto:dpo@wengage.eu)

11.2 The Processor has its principal place of business within the meaning of the GDPR at Woluwelaan 158, 1831 Machelen, Belgium, so that the Belgian Data Protection Authority, located at Drukpersstraat 35, 1000 Brussels, Belgium, acts as the competent lead supervisory authority with respect to the Processor under Article 56 GDPR.

11.3 These Terms shall be governed exclusively by and interpreted in accordance with Belgian law. Any dispute arising out of or in connection with them shall be subject to the exclusive jurisdiction of the courts of Brussels, Belgium.