

LINK General Terms and Conditions for Single Sign-Up Services

General Terms and conditions (GTC) governing Customer's access to and use of services through Single Sign-Up (SSU), provided by LINK Mobility AB, with registered offices in Götgatan 78, 118 30 Stockholm, Sweden, and Company registration number 556532-6401 (Service Provider or "LINK").

Section I - General Provisions

1.1. These GTCs are established on the basis of Telecommunication law, and constitute the basis for LINK Mobility AB's provision of SSU Services to Service Recipients.

1.2. The GTC are made available free of charge to the Service Recipient before entering into an agreement for SSU Services in a manner that makes it possible to store and recover the same in an ordinary course of action, with the use of the website on the Internet under URL address www.smsapi.se.

1.3. The GTC specifies the principles and technical conditions for entering into the agreement, whose subject matter is the Service Recipients' access and use of the electronic communications service named "SMS API", especially through the website available on the Internet under URL address www.smsapi.se.

1.4. Wherever the word "agreement" appears in the GTC, it means the agreement indicated in point 3.2 of the GTC.

1.5. Service Recipients are obliged to get acquainted with the content of the GTC and its attachments which are its integral part and to follow their provisions, which shall be deemed accepted and confirmed by the Service Recipients through the declaration to be submitted during the registration of the Account in the SMS API Service.

1.6. For the purposes of the GTC as well as the agreements for the performance thereof, the following definitions are established:

a. **Account** – the profile of the Service Recipient created by the SMS API service system that includes the identification data provided by the Service Recipient. The Account has a unique Login (user name) and password.

b. **Telecommunication Law** shall mean the EU Directives 2002/19/EC (Access Directive), 2002/20/EC (Authorisation Directive), 2002/21/EC (Framework Directive) and 2002/22/EC (Universal Service Directive) with later amendments, hereunder 2009/140 and 2018/1972 (EECC),

c. **"Data Protection Legislation"** means the EU General Data Protection Regulation 2016/679 ("GDPR") and the EU Directive on privacy and electronic communications ("ePrivacy Directive"), and national provisions on the protection of privacy in the country in which the Controller or Processor is established, as amended, replaced, or superseded from time to time, including laws implementing or supplementing the GDPR and ePrivacy Directive.

d. **"Personal Data"** means any information relating to an identified or identifiable natural person (the "Data Subject").

e. **"Confidential Information"** means any provision of the Agreement, any information in oral or written form disclosed by either Party, before and/or after execution of this Agreement, relating to discussions between the Parties as to the provision of services, or to any details as

to the business of either Party whether marked as confidential or identified as confidential in any other way, including, but not limited to, network access codes, trade secrets, processes, techniques, software (including source codes and object codes), computer records, hardware configuration, designs, plans, developments, inventions, software, drawings, product information, business and marketing plans and projections, details of agreements or arrangements with third parties and clients and client lists. For the avoidance of doubt, Personal data is governed by the Data Processing Appendix, and does not fall under the confidential information as defined in these GTC.

f. **SMS API** – a system for automatic sending and receiving messages that is made available as an electronic communications service, with the use of a website available on the Internet under URL address www.smsapi.se.

g. **Teleinformation System** - a set of computer devices cooperating with each other and the software, which makes it possible to process and store, as well as send and receive the data through electronic communication networks within the meaning of the Telecommunication Law.

h. **Provision of SSU Services** – LINK's provision of SSU Service without simultaneous presence of both parties (from the distance), through transfer of data on Service Recipient's request, sent and received with the use of devices for electronic processing, including the digital compression and storage of the data, which is sent, received and transmitted with the use of electronic communication networks within the meaning of Telecommunication Law.

i. **Means of Electronic Communication** – technical solutions, including the teleinformation devices and the software tools cooperating with them, which make electronic communications services, as defined in the Telecommunications Law, possible.

j. **SSU Services** (or **"Services"**) – For the purpose of this GTC, SSU Services refers to SMS API when provided as a prepaid service to the Service Recipient under the terms of this GTC for SSU.

k. **Service Recipient/Customer** – a natural or legal person that is an entrepreneur, that uses the Services provided by LINK for its own commercial purposes and has an active Account in SMSAPI System.

l. **User** – a natural person who has been authorized by Customer to log in and use the Services on Customer's behalf (including the Customer that is a natural person).

The Customer shall be obliged to ensure that all Users get acquainted with the content of these GTC and adhere to the GTC and the addendums thereto.

m. **Technical Specification** – the collection of information about the LINK's teleinformation system and the technical requirements necessary for the cooperation with this system, which constitutes the

appendix to the GTC, is available at <https://www.smsapi.se/docs/#1-introduction>.

n. **Message** – a message in textual or binary form (SMS).

o. **Sender name** – may be used when sending a Message. Sender name can be up to 11 characters long. Acceptable characters are: a-z A-Z 0-9 . & @ - + _ ! % [space]*, (valid phone number is not acceptable). Each added sender name may be verified by our customer service team as well as additional statement in the case of usage of trade names.

p. **Special Characters** – the characters not included on the following list:

@ £ \$ ¥ € è ù ì ò Ç Ø ø Å å _ ^ { } \ [~] | Æ æ ß É ! " # ¤ % & ' () *

+ , - . / : ; < = > ? 0 1 2 3 4 5 6 7 8 9 A B C D E F G H I J K L M N O P

Q R S T U V W X Y Z a b c d e f g h i j k l m n o p q r s t u v w x y z Ä Ö

Ñ Û Ş ç ä ö ñ ü à o and “space” and “enter”, where the characters ^ { } [] ~ \ | € as well as “enter” are counted as 2 characters.

q. **SMS Message:** Text or binary message with as defined in GSM 03.38 Specification. Number of characters and parts as specified:

- 1.. Number of characters for a one-part SMS message:
 - a. Without special characters: maximum 160
 - b. With special characters: maximum 70

2. Formulae for the calculation of the number of parts for a SMS message consisting of a higher number of characters than that provided in points 2.p.a.a and 2.p.a.b:

- a. Without special characters: $N^* = \text{number of characters} / 153$
- b. With special characters: $M^* = \text{number of characters} / 67$

* N and M are the number of parts; the result (N and M) needs to be rounded up to the nearest integer.

r. **“Content”** means a message, including a text message or any binary message, including any executable code or any multimedia message comprising text, audio or video clips, numerals, symbols, animation, graphics, photographs and other materials in digital electronic form, provided by Customer, contained in a Message sent by the Customer by use of the Services, as well as any content that Customer transfers to LINK.

Section II - Scope

2.1. The GTC covers LINK’s provision of access to and use of SMS API to the Service Recipient through the use of the website on the Internet under URL address www.smsapi.se ;

2.2. The access defined in point 3.1 above is provided with the use of an Account assigned to a given User.

2.3. The User is not entitled to make the Account access data in the form of user login and password available to the third parties, unless otherwise agreed. The Customer shall ensure that account information, including passwords, other logon information and all activity related to the Customer’s use of the SSU Services, are kept and treated as confidential information under this Agreement. If account information is made available to third parties, or the Customer becomes aware of anything else that may jeopardize the security and

integrity of the SSU Services, the Customer shall immediately change such account information and notify LINK.

2.4. Unless otherwise agreed, the User is required to actively use the Account at least once during the period of 6 months. In the case the LINK identifies the lack of activity on the Account for the period longer than 6 months, the Account can be removed by the LINK.

2.5. User is not allowed to transfer Account to another entity without the LINK’s consent.

Section III - Conditions for Entering Into, Accepting and Terminating the Agreements

3.1. Access to and use of SMS API require an agreement to be in place between the parties.

3.2. The agreement as specified in point 4.1 is entered into by Service Recipient’s registration of the Account in the SMS API service. Within 7 days from the registration date, the LINK is entitled to reject such agreement, which is tantamount to the termination of the agreement along with the return of the equivalent of the points (if any) as specified in point 5.2, which have not been utilized by the Service Recipient until such termination.

For the purposes of Account approval and/or control over the SSU Services, Service Provider / LINK may request and the Customer shall provide necessary information related to the identity and/or eligibility of the Customer;

3.3. Through the registration of the Account, the User entitles LINK to send to its address, e-mail address or telephone number indicated during the registration, all information connected with the agreement or the performance thereof, as well as with functioning of the SMS API service. Until indicating the new contact data, the contact data presented during the registration is regarded as applicable for mutual contacts.

Section IV - Payment conditions

4.1. For the services provided, LINK acquires the right to remuneration.

4.2. The User purchases Points in the SMS API Service (either separately or a package of Points). One Point has a value of 1.00 SEK net (in words: one Svensk krona). The Points are automatically settled basing on the price list value for the messages sent by the Service Recipient with the use of the SMS API service and the additional services available in the SMS API service and they cannot be used in any other way or for any other purpose. The Points are subject neither to exchange nor return. Points might have an expiration date assigned to them, which depends on the package purchased.

4.3. The value of the message as referred to in point 5.2 above depends on the type of message and the operator to which it is directed. Detailed data on the number of Points assigned to a given type of message and other services are each time published on the LINK’s website www.smsapi.se. User is obliged to check the current rate assigned to message before sending.

4.4. The LINK is entitled to change the number of the Points assigned to a given type of message or other services within the SMS API service, and is obliged to inform the Users about such change. The information is displayed on the Account in pricelist section after logging in. User is obliged to check the current rate

assigned to message before sending. The above-mentioned changes shall not be approved by the Customer for their effectiveness/applicability.

4.5. The payments for the purchased Points can be made with the use of electronic service for on-line electronic payments (including the payment method of *Swish*). The sale and at the same time the activation of the purchased number of Points depend on the payment of the entire amount due dictated by the price. Each purchase shall be confirmed by an invoice to be delivered to the electronic mail of the User.

4.6. In the case of bank card payments, online or mobile payment methods and/or bank transfer payments, the LINK shall not be liable for any costs in connection with fees, commissions or other additional payments made by the Customer, third parties or his bank in connection with the transaction itself, and in the cases of currency exchange applied by the bank that issued the card/bank account to the Customer in the cases where the currency is different.

LINK receives the respective monetary amounts of payments made after processing by the relevant provider of payment services and is not responsible for its actions/omissions.

4.8. Prices will be subject to annual adjustment equivalent to the increase in the consumer price index.

Section V - Termination

5.1. The agreement is entered into for an unspecified period of time.

5.2. Each party can terminate the agreement upon two-weeks' notice. Before the end of such notice, the User should utilize the points in its possession. The LINK does not return the equivalent of Points not utilized by the User before the end of the notice.

5.3. LINK may terminate the agreement without prior notice as referred to above in the following cases:

5.3.1. In the case of technical, economic or legal reasons making it impossible or making it significantly difficult to continue the performance of the agreement in compliance with its provisions, including the case of prices being considerably increased by the operators as compared to its previous rates, whose services LINK uses in performing the agreement.

5.3.2. Identified breach of the provisions of the GTC by the Service Recipient.

5.3.3. Identified provision of false data related to the identity of the Customer/Service Recipient, its legal representatives, Users, and others, their legal and/or financial status, eligibility and/or other information if such has been required by LINK and provided by the Service Recipient;

5.4. Termination of the agreement by the Service Recipient without the period of notice in the situations indicated in point 5.3.2 and 5.3.3 of the GTC is tantamount to losing by the Service Recipient all the unused points with no right to any settlement from LINK.

5.5. In the case of lack of separate provision of the agreement or additional approval of information is required, LINK shall be obliged to provide the services

for the Service Recipient from the date of activating the Account of the Customer.

Section VI - Obligations of the Service Recipient

6.1. The Service Recipient accepts and agrees that all use of Services is subject to the following:

a) The Service Recipient accepts and agrees that regardless of the relations between the Service Recipient and any third parties the Customer shall be considered sole sender of the Messages incoming from the Service Recipient's Account.

(b) Service Recipient shall ensure that before any Message is sent or any Content is made available, all necessary rights, authorizations, licenses, consents, and permissions have been obtained or granted in accordance with applicable law.

6.2. The Service Recipient is obliged to abstain from abusing the electronic communication means in particular through:

a. Indicating false or misleading denoting of the sender;

b. Sending the messages to recipients, who have not given explicit consent as required in Data Protection Legislation;

c. Sending more than 20 messages to the same telephone number within 60 seconds.

d. Using SMS API service for sending spam:

e. Sending Messages that contain unsolicited marketing, within the meaning of the marketing act (Marknadsföringslag - 2008:486) §19.

Sending Messages the subject of which are games within the meaning of the Swedish Gambling act (Svenska spellagen 2018:1138)

f. Delivering by or to the teleinformation systems information that:

g. Causes interferences in the operation of or overloads the teleinformation systems of LINK or other entities that take direct or indirect part in providing services by electronic way;

h. Infringes the rights and interests of LINK, third parties, and commonly accepted social norms, as well as information not in compliance with the commonly accepted legal terms applicable in the place of sending or in the place to which the message is sent;

i. Advertising or promoting services using the numbers for calling and sending SMS/MMS messages, which are connected with collecting increased charges or subscription of payable service, in particular Premium SMS.

6.3. Should the Service Recipient breach point 6.1 of the GTC, LINK shall be (regardless of other rights to which it is entitled on the basis of the law, agreement or these GTC), entitled to refrain from providing the Service for the Service Recipient and suspend it, without having to terminate the agreement.

6.4. As of the day of the cessation of the legal relation under the agreement between the parties, the Service Recipient is obliged to stop using SMS API service.

6.5. LINK has a right of control over the fulfillment of the Customer's obligations under the Agreement and at its own discretion may suspend and/or remove the Account of the Customer.

6.6. The Service Recipient is solely responsible for the form and the content of messages being sent with the use of SMS API service.

6.7. The Service Recipient/ Customer shall be obliged to ensure that all Users get acquainted with the content of these GTC and adhere to the GTC and the addendums thereto.

Section VII - Maintenance works

7.1. LINK reserves the right to conduct teleinformation system related maintenance works, which may cause difficulties or make it impossible for the Service Recipients to use the services. The dates for and expected durations of such maintenance works will be published on the website or sent by e-mail before the beginning of said works.

7.2. In the special cases having the influence on the safety and stability of teleinformation system, LINK has a right to temporarily stop or limit the provision of the services, without prior notification and to conduct the maintenance works aiming at recovering the safety and stability of the teleinformation system.

7.3. Difficulties or lack of possibility to use the services because of the reasons indicated in point 7.1 and 7.2 of the GTC shall not justify any claims against the LINK.

7.4. LINK does not guarantee to deliver every message.

Section VIII - Privacy and personal data processing. Confidentiality

8.1. LINK ensures the confidentiality of the content of the messages sent through SMS API service, as well as of the information on the entity through and to which the messages are sent, unless such information is in the public domain as a matter of principle or its disclosure is necessary for the correct provision of the services. The Information as referred to above may be revealed only in the cases specified in the applicable law.

8.2. LINK takes the matters of protection and security of Personal Data seriously and will process such information in accordance with applicable Data Protection Legislation and the Agreement. In order to provide the Services, LINK may process Personal Data about Users and others who access the Services. LINK may disclose Personal Data to third parties as set out in the Agreement.

8.3. The way of dealing with Personal data, scope and responsibilities of LINK in the processing of personal data are described in Annex 1 to these GTC, which constitutes the Data Processing Agreement for entrusting the processing of personal data between the LINK and the Service Recipient which constitutes a documented processing order in accordance with art. 28 paragraph 3.a) of GDPR.

8.4. The security requirements regarding the processing of personal data by the processor are set out in Appendix to these GTC/DPA.

8.5. In order to improve communication with the SMS API service, it is possible to provide several contact details on the Account for various purposes, e.g. accountant, technical and marketing. The User is obliged to fulfill the information obligation towards persons who have been listed on the Account about the fact of providing their data in the SMS API service. Providing these data and the possibility of contact from the SMS API Website is

necessary for the correct implementation of the services provided.

8.6. The User, and persons who have been listed on the Account, have the right to inspect and correct their personal data and request to stop processing them.

8.7. The Customer and the Users, including persons who have been listed by the User on the Account, consent to the processing of personal data for purposes related to the provision of services, including:

8.7.1. about changes in GTC, price lists or privacy policy,

8.7.2. about changes directly related to the provision of services within the SMS API service, including such as service updates, updates of technical conditions and documentation;

8.7.3. on the payment status for completed services (on invoice issuance and also the status of their payment), including rebate codes for SMS API service,

8.7.4. of an educational nature related to the operation of the SMS API service.

8.8. Information mentioned in the above point may be sent, depending on the need, one of the available channels, to the data provided on the Account, i.e.: by traditional mail to the address of the registered office (or mailing address), e-mail address (including via an automated ticket service)), phone number (SMS, voice phone, application) or using an accessible chat.

8.9. Other relevant information about privacy is available in the Privacy Statement of SMS API service.

LINK is not liable for any processing of personal data performed by any of the payment service providers.

Section IX. Confidentiality

9.1 The Customer shall not use or disclose to any person, neither during nor after the term of the Agreement, any Confidential Information, except for purposes consistent with the administration and performance of the Customer's rights or obligations under this Agreement, or as required by law or regulations.

The Customer shall treat as confidential, maintain, keep and protect Confidential Information concerning LINK with a degree of care at least equivalent to the protection of its own Confidential Information.

9.2. Confidential Information shall not include information that is:

(a) already in the possession of the receiving Party without an obligation of confidentiality.

(b) rightfully furnished to the receiving Party by a third party without a breach of any separate nondisclosure obligation; or

(c) already publicly available without breach of the Agreement.

Section X - Warranty disclaimer by LINK

10.1. The SSU Services are provided "as is". To the extent permitted by law, LINK disclaims all warranties, either expressed or implied, statutory or otherwise, including without limitation warranties of functionality, fitness for a particular purpose or non-infringement.

10.2. LINK does not warrant that the SSU Services will be error-free, that the use of the Services will be uninterrupted or error-free, or that the SSU Services do not contain any viruses. The Customer accepts and agrees that messages may not reach the intended recipient, and that the Customer carries all risks related to the use of the Service.

Section XI - Liability

11.1. LINK shall not be liable for errors in the provision of the services that result from failures or incorrect functioning of the teleinformation systems, unless they are caused by circumstances attributable entirely and exclusively to a proven case of LINK's intentional misconduct or gross negligence. The Customer acknowledges that the Internet and the Operators' networks are inherently insecure. Accordingly, the Customer agrees LINK is not liable for any changes to, interception of, or loss of Customer data/Messages while in transit via the Internet or the Operators' networks.

11.2. LINK shall not be liable for the lack of possibility to access the services that results from incorrect registration by the Service Recipient.

11.3. In the case of damage or loss, LINK has a right to claim compensation.

11.4. LINK shall not be liable for indirect or consequential damages.

11.5. The above restrictions do not apply to damages caused by a proven case of fraud/ intentional misconduct or gross negligence.

11.4. LINK's total aggregate liability to the Customer (Service Recipient) will in no event exceed the fees paid (paid amounts for purchased Points/Packages) by Customer in the period of 12 consecutive months prior to the date the Claim arose, excluding operator fees for Customer's message transactions and taxes.

11.5. The Customer shall indemnify LINK against all damages, claims, costs, losses and expenses because of a third party claiming that the use by the Customer of any derivate work created by the Customer by using the content of, or the Services constitutes an infringement of their Intellectual Property Rights. The Customer shall bear full responsibility for the type, content, quality and organization of the Customer service, including the Content of the Messages sent in relation thereto and the Customer's liability for breach of the Agreement shall not be limited unless any applicable law requires so.

Section XII - Complaint Procedure

12.1. Complaints can be submitted due to the failure to provide, correctly provide, or correctly settle the services.

12.2. The complaint shall be submitted through electronic mail to the e-mail address: support@smsapi.se. The Customer is obliged to provide in its complaint the data allowing for identification of the message sent.

12.3. The complaint can be filed within 7 days from the date of sending the message to which such complaint applies.

12.4. The complaint about the failure to provide or failure to correctly provide the service must in particular include the subject matter of and the circumstances that justify such claim, as well as a precise description of Service Recipient's claim;

12.5. The LINK shall review the complaint within 14 days from the complaint submission date. If the complaint cannot be considered during the above period of time, the LINK shall during said period inform in writing the complaint submitter about the reasons for such delay and the expected timeframe of complaint consideration.

12.6. A breach of the complaint procedure justifies the complaint rejection.

12.7. The right to pursue claims arising from this contract in court proceedings is vested in the Service Recipient after the complaint procedure has been exhausted.

Section XIII - European Electronic Communications Code (EECC) Rights Waiver

13.1. Pursuant to recital 259 of EECC's preamble, art. 102, para 1, 2, 3 and 5 of EECC, if the Customer is a microenterprise, small enterprise, or not for profit organisation, it hereby waives the right to:

(a) have the Agreement made available to the Customer in a durable medium;

(b) have a summary of the Agreement provided to the Customer; and

(c) be notified when the usage of SSU Services based on volume or time limits reaches the limits of the Customer's tariff plan, if applicable.

13.2. In addition, pursuant to art. 105, para 1 and 2 of EECC, the Customer's purchases may set out a commitment period. In the event this period is longer than the maximum statutory period, the Customer hereby waives the right to a shorter commitment period.

13.3. If the Customer does not wish to waive the foregoing rights, it should contact LINK's customer support team.

Section XIV - Final Provisions

14.1. LINK has the right to perform audits of the Customer's books and records, to interview relevant Customer representatives, and accessing the Customer's services, products, content and/or hardware, to validate that the Customer's use of the SSU Services is compliant with the Agreement.

If an audit reveals non-compliance by the Customer, the Customer shall remedy such breach immediately after receipt of notice from LINK. Such remedy shall be without prejudice to any other rights or remedies applicable under the Agreement.

14.2. The Service Recipient agrees to place his name and / or his logo on LINK's website. The Service User authorizes the user to place his name and / or his logo in internal materials used for the needs of LINK.

14.3. This Agreement does not authorize LINK to use, in any other manner than the one resulting from this Agreement, trademarks, advertising slogans, trade names or other intellectual property rights to which the Service Recipient is entitled.

14.4. All declarations of the parties which are connected with the agreement entered into by and between them shall be sent to the Users or other persons listed on the Account addresses or e-mail addresses as indicated during the account registration. The Customer through his Users is obliged to immediately inform LINK about the change of its mailing data. Until the moment of receipt by the party of the information about the change of mailing data of its contracting party, the declaration sent to the current address shall be regarded effectively delivered regardless of whether it has been received or not.

14.5. The Agreement shall be governed and interpreted under the laws of Sweden. In the absence of an

amicable solution any dispute, controversy or claim arising out of or in connection with this GTC or the agreement must be brought to the courts of Stockholm.

14.6. LINK reserves the right to introduce changes to the GTC at any time without giving prior notice. Customer's use of the Services following any such modification constitutes agreement to follow and be bound by the GTCs as modified.

14.7. LINK reserves the right to monitor, store and archive the content of SMS messages sent, and the IP addresses of the computers from which the messages are sent to which the Service Recipient gives consent. The data are stored in order to prove sending of the messages in the case of stating the infringement of the GTC, and also in order to transfer all the documents to relevant penal prosecution agencies in the event of illegal use of SMS API.

14.8. If any provisions of these GTC are invalid, this shall not prejudice the validity of the other provisions.

14.9. The common court having jurisdiction over the registered office of LINK is the competent body for settling disputes arising from the agreement or the GTC.

Attachments to these GTC are an integral part of the agreement between the parties, hereunder:

- a) Appendix no. 1 – Data Processing Appendix;
- b) Appendix no. 2 – Security Appendix;
- c) Appendix no. 3 – Scope Appendix;
- d) Appendix no. 4 – Standard Contractual Clauses Appendix;

Appendix No. 1

Data Processing Appendix

1. Introduction. This Data Processing Agreement ("DPA") is entered into by LINK and the Customer, and constitutes an integral part of an Agreement between the parties, concluded within the framework of "LINK General Terms and Conditions for Self Sign-Up Services" ("GTC") – referred to as the "Agreement" altogether with the Scope Appendix, the Security Appendix; the Standard contractual clauses ("SCC") Appendix and any other agreed appendices.

When the data exporter, as defined in the SCC appendix, is based in Switzerland, the references to the GDPR in the SCC should be understood as references to the Federal Act on Data Protection of 19 June 1992 and its revised version of 25 September 2020 (FADP) insofar as the data transfers are subject to the FADP.

When the data exporter, as defined in the SCC appendix, is based in Switzerland, the SCC clauses also protect the data of legal entities until the entry into force of the revised FADP.

"Data Protection Legislation" shall mean the EU General Data Protection Regulation 2016/679 ("GDPR") and the EU Directive on privacy and electronic communications (ePrivacy Directive), and national provisions on protection of privacy in the country in which the Controller or Processor is established, as amended, replaced or superseded from time to time, including laws implementing or supplementing the GDPR and ePrivacy Directive.

Terms defined in the GDPR article 4 shall be understood in accordance with the GDPR definition.

2. Scope and commitment

The Parties agree and acknowledge that, in LINK's performance of services under the Agreement, processing or personal data on customer's behalf will take place. Customer therefore appoints LINK as data processor. The terms and conditions of data processing are set forth in this DPA. LINK guarantees that it will implement appropriate technical and organizational measures in such a manner that LINK's processing will meet the requirements of the Data Protection Legislation and ensure the protection of the rights of the Data Subject.

This DPA covers processing of personal data when LINK processes on the Customer's behalf as processor (GDPR Article 28.3) or, if the Customer is itself a processor, as a sub-processor (GDPR Article 28.4).

For the purpose of this DPA, Customer shall hold the obligations of Controller, and is fully responsible towards a controller on whose behalf it processes Personal Data by use of LINK's services. Reference to the "Controller" herein will therefore in all cases be a refer to the Customer.

Subject to the Customer being based in Third Country located outside the European Union (EU) or the European Economic Area (EEA) and without an adequacy decision by the European Commission, the SCC Appendix, Module four shall apply to the

processing activities requiring personal data transfers from LINK as processor to the Customer.

LINK as processor, its Sub-processors, and other persons acting under the authority of LINK who have access to the Personal Data shall process the Personal Data only on behalf of the Controller and in compliance with the Agreement and the Controller's documented instructions, and in accordance with the DPA, unless otherwise stipulated in the Data Protection Legislation.

LINK shall inform the Controller if, in LINK's opinion, an instruction infringes the Data Protection Legislation.

LINK's processing of personal data as controller is available in the privacy section of <https://linkmobility.com/privacy/>.

3. Obligations of the controller

The Controller warrants that the Personal Data is processed lawfully, for specified, explicit and legitimate purposes. The Controller will not instruct LINK to process more Personal Data than required for fulfilling such purposes.

The Controller is responsible for ensuring that a valid legal basis for processing as defined in the Data Protection Legislation (ref. GDPR Article 6.1) exists at the time of transferring the Personal Data to LINK. If such legal basis is consent (ref. GDPR Article 6.1 (a)) the Controller warrants that any consent is given explicitly, voluntarily, unambiguously and on an informed basis.

In addition, the Controller warrants that the Data Subjects to which the personal data pertains have been provided with information required under the Data Protection Legislation (ref. GDPR article 13 and 14) on the processing of their Personal Data.

Any instructions regarding the processing of Personal Data carried out under this DPA shall primarily be submitted to LINK. In case the Controller instructs a Sub-processor appointed in accordance with section 10 directly, the Controller shall immediately inform LINK hereof. LINK shall not in any way be liable for any processing carried out by the Sub-processor as a result of instructions received directly from the Controller, and such instructions result in a breach of this DPA, the Agreement or Data Protection Legislation.

4. Confidentiality

LINK ensures that its employees, its Sub-processors, and other persons who process the personal data by authority of LINK have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

The Controller is subject to a duty of confidentiality regarding any documentation and information, received by LINK, related to LINK or LINK's Sub-processors' implemented technical and organizational security measures, or information which LINK's Sub-processors have defined as confidential. However, Controller may always share such information with supervisory authorities, if necessary, to act in compliance with Controller's obligations under Data Protection Legislation or other statutory obligations.

5. Security

The security requirements applying to LINK's processing of Personal Data is governed by Security Appendix to the DPA.

6. Access to Personal data and fulfilment of Data Subjects' rights

Unless otherwise agreed or dictated by applicable law, the Controller is entitled to request access to personal

data being processed by LINK on behalf of the Controller.

If LINK, or a sub-processor, receives a request from a Data Subject relating to processing of Personal Data processed on behalf of the Controller, LINK shall send such request to the Controller, for the Controller's further handling thereof, unless otherwise stipulated in statutory law.

Taking into account the nature of the processing, LINK shall assist the Controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the Data Subject's rights stipulated in Data Protection Legislation, including the Data Subject's right to (i) access to its Personal Data, (ii) rectification of its inaccurate Personal Data; (iii) erasure of its Personal Data; (iv) restriction of, or objection to, processing of its Personal Data; and (v) the right to receive its Personal Data in a structured, commonly used and machine-readable format (data portability). To the extent Customer requests assistance exceeding the requirements towards processors in the GDPR, LINK shall be compensated for such assistance at LINK's then current rates.

7. Other assistance to the Controller

If LINK, or a Sub-processor, receives a request for access or information from the relevant supervisory authority relating to the registered Personal Data or processing activities subject to this DPA, LINK shall notify the Controller, for the Controller's further processing thereof, unless LINK is entitled to handle such request itself.

If the Controller is obliged to perform a Data Protection Impact Assessment and/or Prior consultation with the supervisory authority in connection with the processing of Personal Data under this DPA, LINK shall provide assistance to the Controller, taking into account the nature of processing and the information available to LINK. To the extent Customer requests assistance exceeding the requirements towards processors in the GDPR, the Customer shall bear any costs accrued by LINK related to such assistance.

8. Notification of Personal Data Breach

LINK shall notify the Controller without undue delay after becoming aware of a Personal Data Breach. The Controller is responsible for notifying the Personal Data Breach to the relevant supervisory authority in accordance with GDPR article 33.

The notification to the Controller shall be sent to the e-mail indicated by the Account's registration, or provided later at the Account, in accordance with the Agreement concluded under GTC, and as a minimum describe (i) the nature of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned; (ii) the likely consequences of the Personal Data Breach; (iii) the measures taken or proposed to be taken by LINK to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

In the event the Controller is obliged to communicate a Personal Data Breach to the Data Subjects, LINK shall assist the Controller, taking into account the nature of processing and the information available to LINK. The Controller shall bear any costs related to such communication to the Data Subject.

9. Transfer to Third Countries

Transfer of Personal Data to countries located outside the European Union (EU) or the European Economic Area (EEA) and without an adequacy decision by the European Commission, hereunder by disclosure or provision of access, may only occur in case of documented instructions from the Controller.

For transfer to sub-processors, the documented instructions are described in section 10 below, and is subject to EUs standard contractual clauses as provided in the SCC Appendix, Module three - transfers from LINK as processor to a sub-processor in a Third Country.

The Customer accepts and understands that transfer to operators in Third Countries that is necessary to transmit messages to recipients located in such countries is not covered by the requirements herein.

10. Use of sub-processors

The Controller agrees that LINK may appoint another processor, hereinafter referred to as sub-processor, to assist in providing the services and processing Personal Data under the Agreement, provided that LINK ensures that the data protection obligations as set out in this DPA and in Data Protection Legislation are imposed upon any Sub-processor by a written agreement; and that any Sub-processor provides sufficient guarantees that they will implement appropriate technical and organizational measures to comply with Data Protection Legislation and this DPA, and will provide the Controller and relevant supervisory authorities with access and information necessary to verify such compliance.

LINK shall remain fully liable to the Controller for the performance of any Sub-processor.

Applicable sub-processors are listed in Scope Appendix. LINK may update the list to reflect any addition or replacement of Sub-processors by notification to the Customer at least 3 months prior to the date on which such Sub-processor shall commence processing of Personal Data. Any objection to such changes must be provided to LINK within 3 weeks of receipt of such notification or publication on the website. In case of an objection from Customer as to the supplementing or change of a Sub-processor, LINK may terminate the Agreement and this DPA with 1 months' notice.

By entering into this DPA, the Customer grants LINK authority to secure any legal basis for Transfer to Third Countries for any Sub-processor approved in accordance with the procedure stipulated above. If Customer is not itself controller, Customer will ensure such grant from controller. Upon request, LINK shall provide the Controller with a copy of the EUs standard contractual clauses under the SCC Appendix, Module three or description of the legal basis for Transfer.

LINK shall provide reasonable assistance and documentation to be used in Controller's independent risk assessment in relation to use of Sub-processors or Transfer of Personal Data to a Third Country.

11. Audits

LINK shall, upon request, provide the Customer with documentation of implemented technical and organizational measures to ensure an appropriate level of security, and other information necessary to demonstrate LINK's compliance with its obligations under the DPA and relevant Data Protection Legislation.

Controller and the supervisory authority under the relevant Data Protection Legislation shall be entitled to conduct audits, including on-premises inspections and evaluations of Personal Data being processed, the

systems and equipment used for this purpose, implemented technical and organizational measures, including security policies and similar, and Sub-processors. Controller shall not be given access to information concerning LINK's other customers and information subject to confidentiality obligations.

Controller is entitled to conduct such audits one (1) day per year, upon no less than two weeks' notice. If Controller appoints an external auditor to perform the audits, such external auditor shall be bound by a duty of confidentiality. Controller shall bear any costs related to audits initiated by Controller or accrued in relation to audits of Controller, including compensation to LINK to the extent Controller requires support exceeding the requirements in the GDPR. LINK shall nevertheless bear such costs if an audit reveals non-compliance with the DPA or Data Protection Legislation.

12. Term and termination

The DPA is valid for as long as LINK processes Personal Data on behalf of the Controller.

In the event of LINK's breach of the DPA or non-compliance of the Data Protection Legislation, the Controller may (i) instruct LINK to stop further processing of Personal Data with immediate effect; and/or (ii) terminate the DPA with immediate effect.

13. Effects of termination

LINK shall, upon the termination of the DPA delete all the Personal Data to the Controller unless otherwise stipulated in applicable law. Customer accepts and understands that Personal Data is accessible by it until termination, should Customer require copies of such data before deletion.

Upon Customer's request, LINK shall document in writing to the Controller that deletion has taken place in accordance with the DPA.

14. Breach of the DPA and Limitation of liability

Each party's non-conformity with requirements set out in this DPA shall be regarded as a breach of agreement by that party, and the party shall ensure that breach is remedied without delay. The party in breach shall update the other party on measures adopted to remedy the non-conformity. Neither party shall be liable to the other party for errors caused by the other party's systems or actions, negligence or omissions, or by general internet or line delays, power failure or other error outside the parties' reasonable control.

Liability limitations in the Agreement between the parties apply to liability under this DPA and the SCC Appendix.

15. Notices and amendments

All notices relating to the DPA shall be submitted in writing to the email address indicated by the Account's registration, or provided later at the Account, in accordance with the Agreement concluded under GTCs.

In case changes in Data Protection Legislation, a judgement or opinion from another authoritative source causes another interpretation of Data Protection Legislation, or changes to the services under the Agreement require changes to this DPA, LINK will propose implementation of such changes into the DPA.

Any modification or amendment of this DPA shall be effective only if agreed in writing and signed by both parties.

16. Governing law and legal venue

The Agreement's terms regarding governing law, dispute resolution method and legal venue agreement shall apply if the location is within the EU or EEA. In other cases, the governing law shall be Swedish, and the legal venue shall be the courts of Stockholm.

SECURITY APPENDIX

Requirement of information security

The Processor, which according to the Agreement processes Personal Data on behalf of the Controller, shall implement appropriate technical and organisational measures as stipulated in Data Protection Legislation and/or measures imposed by relevant supervisory authority pursuant to Data Protection Legislation or other applicable statutory law to ensure an appropriate level of security.

The Processor shall assess the appropriate level of security and take into account the risks related to the processing in relation to the Services, including risk for accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed.

All transmissions of Personal Data between the Processor and the Controller or between the Processor and any third party shall be done at a sufficient security level, or otherwise as agreed between the Parties. This Appendix contains a general description of technical and organisational measures that shall be implemented by the Processor to ensure an appropriate level of security.

To the extent the Processor has access to such information, the Processor shall provide the Controller with general descriptions of its Sub-processors' technical and organisational measures implemented to ensure an appropriate level of security.

Technical and organisational measures

1.1 Physical access control

Processor will take proportionate measures to prevent unauthorised physical access to Processor's premises and facilities holding Personal Data. Measures shall include:

- Procedural and/or physical access control systems
- Door locking or other electronic access control measures
- Alarm system, video/CCTV monitor or other surveillance facilities
- Logging of facility entries/exits
- ID, key or other access requirements

1.2 Access control to systems

Processor will take proportionate measures to prevent unauthorised access to systems holding Personal Data. Measures shall include:

- Password procedures (including e.g. requirements to length or special characters,

forced change of password on frequent basis etc.)

- Access to systems subject to approval from HR management or IT system administrators
- No access to systems for guest users or anonymous accounts
- Central management of system access
- Routines of manual lock when workstations are left unattended, and automatic lock within maximum 5 minutes
- Restrictions on use of removable media, such as memory sticks, CD/DVD disks or portable hard drives, and requirements of encryption

1.3 Access control to data

Processor will take proportionate measures to prevent authorised users from accessing data beyond their authorised access rights, and to prevent the unauthorised access to or removal, modification or disclosure of Personal Data. Measures shall include:

- Differentiated access rights, defined according to duties
- Automated log of user access via IT systems

1.4 Data entry control

Processor will take proportionate measures to check and establish whether and by whom Personal Data has been supplied in the systems, modified or removed. Measures shall include:

- Differentiated access rights based on duties
- Automated log of user access, and frequent review of security logs to uncover and follow-up on any potential incidents
- Ensure that it is possible to verify and establish to which bodies Personal Data have been or may be transmitted or made available using data communication equipment
- Ensure that it is possible to verify and establish which Personal Data have been entered into data-processing systems, altered or deleted, and when and by whom the Personal Data have been input, altered or deleted

1.5 Disclosure control

Processor will take proportionate measures to prevent unauthorised access, alteration or removal of Personal Data during transfer of the Personal Data. Measures shall include:

- Use of state of the art encryption on all electronic transfer of Personal Data
- Encryption using a VPN or HTTPS for remote access, transport and communication of Personal Data
- Audit trail of all data transfers

- Compulsory use of wholly-owned private networks for Personal Data transfers

1.6 Availability control

Processor will take proportionate measures to ensure that Personal Data are protected from accidental destruction or loss. Measures shall include:

- Frequent back-up of Personal Data
- Remote storage
- Use of anti-virus/firewall protection
- Monitoring of systems in order to detect virus etc.
- Ensure stored Personal Data cannot be corrupted by means of malfunctioning of the system
- Ensure that installed systems may, in the case of interruption, be restored
- Uninterruptible power supply (UPS)
- Business Continuity procedures

1.7 Separation control

Processor will take proportionate measures to ensure that Personal Data collected for different purposes are processed separately. Measures shall include:

1.10 Separation control

LINK will take proportionate measures to ensure that Personal Data collected for different purposes are processed separately. Measures shall include:

- Restrictions on access to Personal Data stored for different purposes based on duties
- Segregation of business IT systems

1.11 Job/subcontractor control

LINK shall implement measures to ensure that, in the case of commissioned processing of Personal Data, the Personal Data is processed strictly in accordance with the Controller's instructions. Measures shall include:

- Unambiguous wording of contractual instructions
- Monitoring of contract performance

1.12 Training and awareness

LINK shall ensure that all employees are aware of routines on security and confidentiality, through:

- Unambiguous regulations in employment contracts on confidentiality, security and compliance with internal routines
- Internal routines and courses on requirements of processing of Personal Data to create awareness

- Restrictions on access to Personal Data stored for different purposes based on duties
- Segregation of business IT systems

1.8 Job/subcontractor control

Processor shall implement measures to ensure that, in the case of commissioned processing of Personal Data, the Personal Data is processed strictly in accordance with the Controller's instructions. Measures shall include:

- Unambiguous wording of contractual instructions
- Monitoring of contract performance

1.9 Training and awareness

Processor shall ensure that all employees are aware of routines on security and confidentiality, through:

- Unambiguous GTC in employment contracts on confidentiality, security and compliance with internal routines
- Internal routines and courses on requirements of processing of Personal Data to create awareness

Scope Appendix

Scope of the processing

The DPA concerns LINK's processing of Personal Data on behalf of the Controller in connection with provision of messaging services. The Messaging Services include Controller's access to LINK's solutions for managing messaging to message recipients chosen by Controller for purposes and frequency as chosen by Controller by use of the service. The Agreement will provide further insight into the specific type of messaging services provided to Controller under the Agreement.

Categories of Data Subjects

The categories of Data Subjects whose personal data may be processed under this DPA are defined by controller. The processing involves processing of Personal Data related to Controller's end-users (recipients and/or senders of messages depending on the Controller's use of the services under the Agreement)

Types of Personal Data

The Processing relates to the following categories types of Personal Data, subject to the Controller's concrete use of the services:

- 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 LINK'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.

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, will be processed under this DPA if the services are used by customer to process such data.

Subject-matter of the processing

The subject-matter of LINK's processing of personal data on the customer's behalf is the provision of services to the Customer that require processing of personal data. Personal data will be subject to processing activities as specified in the Agreement.

Duration of the processing

The processing will continue for the duration of Customer's contract with LINK. LINK will retain Personal Data for as long as it is necessary to fulfil the purposes for processing.

Nature of the processing

Personal data will be processed by Customer entering the data into LINK's platform, either through its access to LINK's platform, or by providing data to LINK employees in order for them to enter data to the customer's area of the platform. The data will further be processed in order for messages to be set up as required by customer, and the list of recipients to be correct, before the process for sending the defined messages to the defined recipients is initiated.

Purpose of the processing

The purpose of engaging LINK to process personal data on customer's behalf is for customer to fulfil its requirements for communication towards recipients

Sub-processors

The Sub-processors approved under this DPA are found in [LINK Mobility sub-processors list - LINK Mobility International \(https://linkmobility.com/list/\)](https://linkmobility.com/list/)

This DPA is regarded as an instruction from Customer to transfer Personal Data to the listed sub-processors.

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://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32021D0914&from=EN>)

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

- **MODULE ONE:** Transfer controller to controller: **No**
- **MODULE TWO:** Transfer controller to processor: **No**
- **MODULE THREE:** Transfer processor to processor (if and to the extent applicable): **Yes (in case of a sub-processor in Third Country) / No (in case of Customer in Third Country)**
- **MODULE FOUR:** Transfer processor to controller (if and to the extent applicable): **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.]

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.]

ANNEX I

A. LIST OF PARTIES

MODULE THREE: Transfer processor to processor / MODULE FOUR: Transfer processor to controller

Data exporter(s):

1. **Name:** LINK Mobility AB and its affiliates as listed in the “Subsidiary companies” section on LINK Mobility sub-processors list (<https://linkmobility.com/list/>).
Address: Götgatan 78, plan 23, 118 30 Stockholm, Sweden and LINK Mobility AB’s affiliates’ addresses as listed in the “Subsidiary companies” section on LINK Mobility sub-processors list (<https://linkmobility.com/list/>).
Contact person’s name, position and contact details: DPO: Jan Wieczorkiewicz, +48601690816, jan.wieczorkiewicz@linkmobility.com
Activities relevant to the data transferred under these Clauses: provision/use of communication services towards recipients
Role (controller/processor): processor(s).

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)
 - 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)
 - 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.

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)
 - 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)
 - Norway (when the data transfer is subject to both the FADP and the GDPR)

Data importer(s):

- relevant to MODULE THREE:
 1. **Name:** name of Sub-processor in Third Country as listed in LINK Mobility sub-processors list (<https://linkmobility.com/list/>)
Address: address of Sub-processor in Third Country as listed LINK Mobility sub-processors list (<https://linkmobility.com/list/>)
Contact person’s name, position and contact details: as listed in LINK Mobility sub-processors list (<https://linkmobility.com/list/>)
Activities relevant to the data transferred under these Clauses: provision/use of communication services towards recipients
Role (controller/processor): controller
- relevant to MODULE FOUR:
 2. **Name:** name of the Customer under the meaning of the GTC

Address: address of the Customer, provided as contact information in the Customer's Account according to the GTC

Contact person's name, position and contact details: as provided by the Customer in the contact information in the Customer's Account

according to the GTC

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

Role (controller/processor): processor

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 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 Agreement).
- Regarding MODULE FOUR: 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 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.

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:

- 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.

Subject matter, nature and duration of the processing for transfers to (sub-) processors:

- As described respectively above.

C. COMPETENT SUPERVISORY AUTHORITY

MODULE THREE: Transfer processor to processor

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 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

Description of the technical and organisational measures implemented by the data importer(s) to ensure an appropriate level of security: respectively applies the Security Appendix.