

Processing of personal, traffic and location data in DialOk's services

1. Definitions

The terms "**controller**", "**data subject**", "**personal data**", "**processing**" and "**processor**" used in these Terms of Use for Personal, Traffic and Location information ("**Terms**") have the same definitions as in the European Union's General Data Protection Regulation 2016 / 679 ("**GDPR**" and / or "**GDPR Regulation**").

The Customer acts as a controller for the personal data registers based on the use of the service in accordance with the General Data Protection Regulation and any applicable data protection law, as well as a corporate subscriber for the users and end customers of the communication service in accordance with the Information Society Code (917/2014). Correspondingly, DialOk Communications Finland Oy ("**DialOk**") acts as a subcontractor for a corporate subscriber as a personal data processor and as a subcontractor in communications service for personal data registers based on the use of the service.

2. Scope

The terms of this Privacy Policy are only applicable to situations in which DialOk as a personal data processor processes personal, traffic, and location data ("**Processing Data**") on behalf of the Customer, as described in Annex 1, and to perform services ("**Data Processing Services**") described in the main contract (the "**Contract**"). These Terms are an integral part of the Contract. If the Contract and these Terms are in conflict with each other, these Terms shall prevail. For the sake of clarity, it is stated that these Terms do not supersede or alter the other terms and conditions of the Contract and the Contract will continue to apply in accordance with the Terms set out therein.

All of the rights and obligations set forth in these Terms deriving from the GDPR Regulation alone shall be binding on the Parties as from 25 May 2018 and these Terms shall expire automatically upon expiry of the Contract. The latest version of the Terms can be viewed on our website at www.dialok.fi

3. Processing Instructions

3.1. DialOk processes the Processing Data according to the Contract and the written instructions from the Customer.

3.2. The Customer gives DialOk the power to process the Processing Data, as DialOk reasonably deems it necessary to carry out the Processing Services. DialOk may process Processing Data on behalf of the Customer, for example, for the implementation and use of services, billing and technical development, for the purpose of developing statistical analyzes, marketing purposes, optimizing services, and other legitimate and acceptable uses in accordance with the legislation in force.

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4. Security in Processing

DialOk has in place ongoing, technical and organizational measures described in the Contract to defend and prevent any accidental or unlawful destruction, loss, modification, unauthorized disclosure or access to Personal Data processed. The Customer confirms that it has examined the precautionary measures, taking into account the latest technology, execution costs and the nature, scope, context and purpose of DialOk's processing on Customer's behalf, and found that they are appropriate in relation to the risks of varying probability and severity of natural persons' rights and freedoms.

The Customer confirms that they understand the precautionary security measures relating to the nature, scope, context and purpose of processing activities of DialOk on the Customer's behalf. The Customer confirms that precautionary security measures are appropriate and reasonable in relation to the risks of varying probability and severity of natural persons' rights and freedoms.

5. Co-operation and Reasonable Assistance

5.1. DialOk will take appropriate technical and organizational measures to assist, as far as possible, the Customer's response to Data Subject requests for access to the information or the right to rectify, remove or transfer the data processed from one system to another, or to limit or object processing of Personal Data. DialOk itself does not respond to Data Subject requests other than in accordance with Customer's written instructions.

5.2. DialOk assists the Customer on the basis of the Customer's argued and reasonable requests, in order to ensure that the obligations of the Customer's security, data breach notifications, impact assessment and data protection or consultation procedures of data protection authorities, are complied with the applicable EEA legislation of data privacy, taking into account available information in possession of DialOk.

5.3. DialOk may charge Customer for the time provided and the costs incurred for co-operation and assistance described in Section 5.

6. Subcontractors and Employees

6.1. The Customer gives DialOk the right to use another data processor as its subcontractor ("**Subcontractors**") if the provision of Data Processing Services from DialOk requires. If the power to use Subcontractors under this section 6.1 is granted, Customer will authorize DialOk to provide Subcontractors with the instructions in Section 3. DialOk ensures that a written agreement binds all Subcontractors in relation to the Customer as a Controller and that a written agreement obligates all Subcontractors to comply with Article 28 (3) of the GDPR Regulation.

6.2. DialOk ensures that all employees with access to the Processing Data (or other right to handle the Processing Data) are under the appropriate employment conditions committed to follow confidentiality obligations, or they are subject to the appropriate legal confidentiality obligations.

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7. Audits

The right of the Customer to audit the compliance of DialOk with the obligations defined in these Terms shall be as follows:

7.1. In accordance with paragraphs 7.2 and 7.3, and in a timely manner written notice, DialOk will make available reasonable information requested by the Customer, and allows the appropriate audits by the Customer (or Customer authorized auditor), and DialOk participates to the audits with reasonable effort.

To demonstrate compliance with DialOk's obligations.

7.2. The Customer seeks (and ensures that its auditors strive) as far as possible to avoid damages or interruptions to DialOk's premises, equipment, personnel and business when the Customer or its auditors are in DialOk's premises during the audit.

DialOk does not need to offer access to its premises for auditing purposes:

7.2.1. for a person who can not adequately proof his / her identity and authorization,

7.2.2. outside of normal working hours except in case of emergency, and the Customer has informed DialOk of emergency in writing in advance,

7.2.3. for more than one audit within one calendar year, unless the additional audit is justified by the fact that

7.2.3.1. the Customer reasonably estimates the need for auditing as it is genuinely concerned about DialOk's compliance with its obligations,

7.2.3.2. the Customer is required or has been asked to conduct the audit by applicable law, or at the request of the competent Data Protection Authority, and that the Customer has specified in sufficient detail, in the notification addressed to DialOk, its concerns or essential obligations to conduct the audit.

7.3. Section 7.1 does not oblige DialOk to disclose such confidential information to the Customer or its auditors, that DialOk has received from the other customers or other persons, and that information is confidentially disclosed to DialOk by the other customers or persons.

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8. Transfers of Personal Data

8.1. Unless otherwise agreed in the Contract, DialOk may transfer Personal Data outside the European Union and / or the European Economic Area if the effective implementation of Data Processing Services requires it. DialOk uses appropriate safeguards to ensure adequate data protection during the transfer, eg standard contractual clauses of the EU Commission. Customer authorizes DialOk, on its behalf and in its name, to enter into contractual terms using contractual clauses of the EU Commission under the GDPR Regulation.

9. Removal or Return of Personal Data Processed

9.1. If clause 9.2 does not require, at the time of termination of the Data Processing Service (or earlier if the Customer revokes the instructions given), DialOk will remove or return to Customer all processing information held or processed by DialOk as soon as practically possible.

9.2. However, Section 9.1 does not require DialOk to remove or return the Processing Data that DialOk is obliged to retain in accordance with the laws or regulations of the Member State of the European Economic Area, or any copy of the Processing Data that DialOk is technically unable to locate, delete or restore.

10. Handling of Security Incidents

The process for handling possible security incidents is described in a separate document " Information security incident procedure".

Appendix 1

DESCRIPTION OF PROCESSING

1. Subject and duration of the processing

Processing of Processing Data directly from the Contract. The data is processed only for necessary time needed for the actions described in section 3.2.

2. Nature and purpose of the processing

Processing is carried out solely to allow DialOk to comply with its obligations as defined in the Contract and to develop its Data Processing Services.

3. Types of data to be processed

The personal, transfer, and location data provided by the Customer or service subject to the provision of the Processing Services under the Contract.

4. Categories of Data Subjects

Information of Data Subjects, provided by the Customer with its contractual obligations, or acquired by DialOK itself, includes:

- Personal Data of Customer's Data Subjects, including Customer employees
- DialOk's employees