

## Learn and Go General Conditions of Sale

As of 03 february 2024

### **1. DEFINITION FOR THE TERMS USED IN THE AGREEMENT**

“Seller” or “Provider” or “Learn & Go”: the Company Learn and Go or, when applicable, its appointed distributor. Learn and Go’s head office is located at 43 Square de la Mettrie, 35700 Rennes, FRANCE.

“Distributor”: refers to Kaligo International Ltd, a company based in the UK and appointed distributor of Learn & Go.

“Product(s)”: refers to all physical goods sold by Learn and Go or its appointed distributor and depending on their availability in the relevant country.

“Service(s)”: refers to the services provided by Learn & Go or its Distributor, including training sessions and material and preparation and setup of hardware provided by Learn and Go or its Distributor.

"Customer(s)": Refers to any purchaser of the products and services offered by Learn and Go. Customers can be a legal or natural person including a territorial collectivity, a head of school or an individual.

"User(s)": refers to any individual or corporation that has downloaded the Seller’s software, having access to the features offered by the software and having agreed to its terms of use.

“Application services”: refer to software or application-based solutions and services owned and developed by Learn and Go and including Kaligo© apps.

### **2. PURPOSE**

These general conditions of sale define the relationship between the Seller and the Customer. They apply to any Product or Service sold by the Seller.

These Terms prevail over any purchase conditions or any other documents from the Customer, unless Learn and Go expressly and written prior exception. Learn & Go or its local representative may complete or derogate to these Terms and Conditions by specific conditions written on the Order Form which, in case of contradiction, will prevail over the Terms & Conditions.

The Customer states that he became aware General Terms of Sale and have accepted them prior to the conclusion of the Agreement.

### **3. ORDERS**

An order is validated by the Seller provided that the Customers sends a signed quote or Order Form or, alternatively, a written validation of the quote or order form via email. The signed quote is worth a firm and irrevocable order for the Application service, Product or Service listed on it. By placing an order, the Customer gives their full and unqualified acceptance to these Terms and Conditions.

### **4. PRICING TERMS**

The prices of Products, Application service and/or Services are those in force on the day of the order. They are mentioned in the quote or on the Seller’s website or, if applicable, on special terms, and indicated before any subscription or any purchase.

They are indicated in euros or British pound sterling (GBP) excluding all taxes. Any shipping costs that may apply to the order are indicated and applied before the order is validated and paid for by the Customer.

The subscription price does not include the costs of telecommunications and Internet access enabling the use of the Application Services, which remain the responsibility of the customer.

### **5. PAYMENT**

In return for the license rights, material, access and services covered by the quotation, the Customer shall pay the price in accordance with the terms and conditions set out in the quote or special conditions.

The signature of the special conditions or quote or an express written consent sent directly to the Seller shall be deemed to constitute acceptance of the price and shall entail the obligation to pay. This payment can be made by bank transfer or by cheque if the Customer's bank is in the same country as the Seller.

## **6. DELIVERY**

### **6.1 Hardware**

Delivery times, especially those dependent on material manufacturers, are provided, if so, for information purposes only.

For the Consumer Customer, if no deadline or date has been set, delivery shall take place no later than 30 days after validation of the order. If the products ordered have not been delivered within 30 days after the indicative delivery date, for any cause other than force majeure or the Customer's action or inaction and after a written request sent to the Seller, the Customer shall have the right to cancel the order by sending a formal and written request according with applicable laws.

The sums paid by the Customer will then be reimbursed within 14 days following the date of the cancellation, excluding any sums which to rightfully be withheld by the Seller as due payments or indemnification as applicable.

### **6.2 Application-based or software services**

The acquisition of the license gives the Customer a right of access to the Service from a tablet compatible with the licensed software.

The Customer shall download the applications and software files only according to the Seller's instruction and user guides.

The use of the Application Services is only possible once the Customer has created a user account. The user account is created by following instructions sent by the Seller.

### **6.3 Services**

The Services ordered by the Customer will be performed in accordance with the deadline set in the quote. If the date of performance is not specified, the Seller shall perform the service without undue or unjustified delay and no later than thirty (30) days after the validation of the order.

If the Services ordered have not been performed within 30 days after the indicative date of performance, for any cause other than force majeure or the Customer's action or inaction and after a written request sent to the Seller, the Customer shall have the right to cancel the order by sending a formal and written request according with applicable laws.

The sums paid by the Customer will then be reimbursed within 14 days following the date of the cancellation, excluding any sums which to rightfully be withheld by the Seller as due payments or indemnification as applicable.

## **7. TERM**

The subscription to the Services is for the duration indicated in the special conditions or quote and will run from the date of activation of the Customer's account.

At the end of this period, the Agreement may be renewed at the initiative of the parties, upon written request.

Upon renewal, the Terms and Conditions applicable will be those in force at the date of renewal.

## **8. CUSTOMER OBLIGATIONS**

The Customer undertakes to comply scrupulously with the conditions, precautions and advice for using the Hardware, the Application Service and/or the Service ordered. To do so, he may refer to the user guide sent by the Seller to the Customer.

The Customer acknowledges that he/she has a substantial obligation of care with regard to the use of the Application Services, the Hardware and/or the Service, taking into account the relative reliability of computer tools, in particular in their interpretation of the data received, produced displayed by the Application Service.

The Customer shall refrain from storing any illicit data on the cloud space made available to him. If this is not the case, the Seller declines all responsibility.

The Application Services and/or the Product is/are set up and used under the Customer's sole control and responsibility.

The Client undertakes to take all necessary measures to protect its information system and data. In particular, the Client is solely responsible for safeguarding the data he processes or stores and undertakes to carry out, under its direction, complete and regular backups of all its data on an appropriate medium. The Customer also undertakes, as part of its obligation to cooperate, to keep a complete backup of its data at the disposal of the Seller prior to any intervention by the latter, including during the complete backup of its data, including in relation to the Services.

#### **9. ACCESS TO SERVICES**

The customer undertakes to comply with the license rights attached to the Products, Application Services and Services. Where applicable, the Customer ensures that the actual number of users or devices connected does not exceed the rights which have been granted by the Seller.

Learn and Go reserves the right to suspend all or part of the Services in the event of a proven risk to the stability or security of Learn and Go's systems or infrastructure, the Services and/or the Client's data, planned maintenance or a request from a competent administrative or judicial authority.

The procedure to access the Services must be strictly followed by the Customer, as per the Seller's instructions and user guide.

The Customer is identified when accessing the Application Services by means of a User ID assigned to each User by the Seller and a password communicated to the Customer by the Seller. The Customer shall use these credentials each time for all connections to the Application Services. The credentials are intended to restrict access to the Services and to protect the integrity and availability of the solution, as well as the integrity, availability and confidentiality of the Client's data as transmitted by the Users.

#### **10. TECHNICAL ASSISTANCE AND SUPPORT**

The Customer may contact technical support by e-mail at [contact@learn-and-go.com](mailto:contact@learn-and-go.com) from Monday to Friday and during office hours (9:00 AM to 5:00 PM).

In the event of an anomaly in the Application Service, the Vendor shall proceed with the diagnosis of the anomaly.

In the event of an anomaly preventing the use of the application, the Seller shall endeavour to correct the blocking anomaly as soon as possible, and proposes a workaround.

In the event of a minor anomaly, the report is taken into account as soon as possible, and the Service Provider proposes the correction of the minor anomaly in a new version of the Service which will be delivered as part of the evolutionary maintenance.

The Service Provider is not responsible for maintenance in the following cases:

- refusal of the Client to cooperate with the Service Provider in resolving the anomalies and in particular to answer the questions and requests for information;
- use of the Application Services in a manner that is not in accordance with their purpose or documentation;
- unauthorised modification of the solutions by the Customer or by a third party;
- failure of the Customer to fulfil its obligations under the Agreement ;
- installation or running of any software packages, software or operating systems that are not compatible with the Application Services;
- use of incompatible consumables;
- failure of electronic communication networks

- voluntary act of damage, malice, sabotage;
- deterioration due to force majeure;
- misuse of the Application Services.

### **11. PREVENTIVE SOFTWARE MAINTENANCE**

The Customer benefits from updates and functional developments of the Application Services.

The Seller guarantees that upgrades and new versions of the Application Services will not result in any regression of the Application Services in terms of performance and functionality.

### **12. RISK TRANSFERS AND OWNERSHIP**

The transfer of ownership and risk from the Seller to the Customer shall only take place after full payment of the price by the Customer, regardless of the delivery date.

In Agreements concluded with a professional buyer, risks transfers take place at the time of conclusion of the Agreement.

### **13. LICENSE RIGHTS**

Subject to full payment of the price stipulated in the Purchase Order, the Supplier grants the Customer a personal, non-exclusive, non-assignable and non-transferable right to use the Software covered by the Purchase Order, including the modules and elements specified according to the conditions of the Agreement. The end-user license covers a number of users who can then access the Software on several devices, not simultaneously and within the limits specified by the Order Form.

The license rights which are granted can also relate to a number of devices to which they are attached under the conditions defined in the Purchase Order. In general, and in the absence of any stipulation to the contrary, the License is granted to the Customer, subject in particular to the Software being used on the Authorised Site, by the Users and according to the type of License covered by the Order Form, within the limit of Number of Authorised Users or the Number of Authorised devices and / or for the Authorised Site stipulated in the Purchase Order.

The license rights shall be exercised in the Environment and for the sole needs of the Customer's activity and for the duration defined in the Order Form and, in all cases, in accordance with the software or product's purpose and contractual documentation.

These conditions may be supplemented or replaced, as the case may be, by the license terms specific to the product concerned by the Order.

### **14. RIGHT OF WITHDRAWAL**

#### **14.1 Principle**

In accordance with the legal provisions in force, if the Agreement is concluded only with a consumer or with a professional, if the contractual object does not fall within the scope of the of the main activity of the professional solicited and the number of employees employed by the latter is less than or equal to five, the buyer has a period of fourteen days from receipt of the Product to exercise his right of withdrawal by informing the Seller, without having to justify his reasons or pay a penalty to exchange or refund, provided that the Products are returned in their original packaging and in perfect condition within fourteen days of the notification to the Seller of the Customer's decision to withdraw.

#### **14.2 Particulars**

If the right of withdrawal is exercised within the above-mentioned period, only the price of the Product(s) purchased and the delivery costs will be reimbursed. The return costs shall be borne by the Customer.

Returned goods must be in their original and complete condition (packaging, accessories, instructions, etc.), accompanied by the purchase invoice.

Damaged, soiled or incomplete Products will not be accepted. To exercise their right of withdrawal, in accordance with the legal provisions, the Customer will find attached in Annex 1 the standard withdrawal form to be sent by email or postal mail to the Seller or to Learn & Go's head office:

LEARN AND GO  
43 Square de la Mettrie  
35 700 Rennes  
FRANCE

#### **14.3 Exception to the right of withdrawal**

The Customer acknowledges that his right of withdrawal shall not apply to following cases:

- Provision of services fully performed before the end of the withdrawal period and which have started to be performed after the express prior consent of the consumer and express waiver of his right of withdrawal;
- Supply of goods or services whose price depends on fluctuations on the financial market beyond the control of the professional and likely to occur during the withdrawal period;
- Supply of goods made to the consumer's specifications or clearly personalised;
- Supply of goods which have been unsealed by the consumer after delivery and which cannot be returned for reasons of hygiene or health protection;
- Supply of audio or video recordings or computer software when they have been unsealed by the consumer after delivery;
- Supply of digital content not supplied on a physical medium, the execution of which has begun after the express prior consent of the consumer and express waiver of his right of withdrawal.

In accordance with the legal provisions in force concerning the provision of digital content services, the Customer expressly accepts that the provision of the Application Service(s) in download begins as soon as the order is validated, i.e. before the end of the 14 day period and the Customer expressly waives the right of withdrawal. No request for withdrawal, cancellation or refund will be accepted for the period subscribed to.

The acceptance of the immediate start of the supply of digital content and the express waiver of the right of withdrawal for this content is formalised when the order for digital content is validated. Consequently, purchases of digital content are firm and definitive. They may not therefore give rise to exchange, reimbursement or the exercise of a right of withdrawal.

If the Customer wishes to receive a service, the start of which is planned to take place less than three weeks after the conclusion of the contract, the Customer waives his right of withdrawal from the said service.

### **15. LIABILITY**

#### **15.1 Pre-contractual information**

The Customer acknowledges that the Seller has duly fulfilled its pre-contractual advisory obligations and that for all of its obligations under the Contract, the Seller is subject to a general obligation of means.

#### **15.2 Compliance of products with foreign legislation**

The products sold by Learn & Go comply with current French legislation. In case of purchase from a Customer located outside of France, Learn & Go will not be liable in case of non-compliance with the legislation of the country where the product is delivered (for example in the event of a ban). It is the Customer's responsibility to check with authorities the possibilities of importing or using the products or services which they are considering.

#### **15.3 Limitation of liability**

The Seller's liability, if any, for the performance of its obligations under this Agreement shall be limited to an amount not exceeding the total sum actually paid by the Customer for the Services and Products supplied by the Seller.

#### **15.4 Loss of data**

In the event of loss of data or software, whatever the cause, the Seller shall not be held responsible for this loss insofar as the Customer remains responsible for the proper execution of its backups and the use of the Application Services for which it has acquired the licenced rights.

#### **15.5 Access to service**

The parties expressly agree that the Service Provider shall not be liable for interruptions of the Services or Damages related to:

- interruption or failure of the Internet network
- a case of force majeure or a decision by the authorities;
- an interruption in the supply of electricity or transmission lines due to public or private operators

#### **16. GUARANTEES**

The Products supplied by the Seller are covered by a legal warranty of conformity as stipulated in the Section L.221-4 to L.221-10 of the French Consumer Code. This warranty applies without additional payment, independently from the right of withdrawal, in accordance with the legal provisions, for the Products which are apparently defective or damaged or not corresponding to the order. The products are also covered by the legal warranty against hidden defects resulting from material, design or manufacturing defects affecting the delivered Products and rendering them unfit for use.

##### **16.1 Legal warranty of conformity**

The Consumer:

- has a period of two years from the delivery of the goods to take action with the Seller;
- may choose between repairing or replacing the goods, subject to the cost conditions planned by Article L. 217-9 of the French Consumer Code;
- is exempted from proving the existence of the lack of conformity of the goods during this 2-year period.

##### **16.2 Warranty against hidden defects**

It is recalled that the consumer may decide to implement the guarantee against hidden defects within the meaning of Article 1641 of the French Civil Code and that in this case, he/she may choose between the cancellation of the sale or a price reduction in accordance with Article 1644 of the French Civil Code.

The warranty against hidden defects may be invoked within two years of the discovery of the defect. It shall be up to the Customer to prove, in particular, that the defect existed at the time of purchase, that it was hidden and that it renders the product unusable.

##### **16.3 Implementation of the warranty**

To implement this warranty, the products must be returned in the state in which they were received with all the elements (accessories, instructions, etc.). The Seller's warranty is, in any case, limited to the replacement or reimbursement of Products.

#### **17. INTELLECTUAL PROPERTY**

The Service Provider grants the Client a personal, non-exclusive, non-assignable and non-transferable right to use the Solutions for the duration of the Agreement.

The Agreement does not give the Customer any ownership rights to the Application Services. The temporary provision of the Application Services under the terms of the Agreement shall not be construed as the transfer of any intellectual property right to the Customer, within the meaning of the French Intellectual Property Code.

The Customer shall not reproduce any element of the Services, or any documentation concerning them, by any means whatsoever, in any form whatsoever and on any medium whatsoever. In the event that the Product and/or the Services sold involve the exploitation or use by Learn and Go of intellectual property belonging to third parties, Learn and Go declares that it holds the necessary rights relating to them.

#### **18. PERSONAL DATA**

The Seller complies with national and European regulations on the protection of personal data, including the General Data Protection Regulation (2016/679). The Seller provides its customers and users of its website with a policy of personal data management policy: <https://www.kaligo-apps.com/privacy-policy/>.

When Customers subscribe to cloud-based Application Services, Customers act as or on behalf of the Data Controller. The Seller acts solely as a subcontractor or data processor in respect of its cloud hosting service. The Customer acknowledges that it is informed that this service is subject to subcontracting, the details of which are provided in the standard contractual clauses attached hereto.

#### **19. TERMINATION**

In the event of a breach by one of the parties of its contractual obligations, not remedied within a period of thirty (30) days from the date of formal notice by registered letter with acknowledgement of receipt notifying the breach in question, the other party may terminate the Agreement by registered letter with acknowledgement of receipt, and without prejudice to any damages that the latter may be entitled to claim.

Notwithstanding the foregoing, the Seller may terminate the Agreement without notice and upon simple notification, in the event of any unlawful use of the Application Services, materials or Services of which it becomes aware or services or by order of a competent court. In all cases of termination result in all invoices issued by the Seller becoming immediately due and payable and do not give rise to no refund.

#### **20. FORCE MAJEURE**

The Seller shall not be liable for any failure or delay in the performance of its contractual obligations caused by events beyond its control ("Force Majeure").

An Event of Force Majeure includes any act, event, failure to perform, omission or accident over which the Seller has no control over, but the following list is not exhaustive:

1. strikes, closures or other industrial action.
2. demonstration, insurrection, riot, invasion, terrorist attack or threat of terrorist attack, war (declared or not).
3. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
4. impossibility of using rail, ship, air, road or other means of private or public transport.
5. inability to use public and private telecommunications networks.
6. acts, decrees, legislation, regulations or restrictions of any government.
7. Strike, failure or accident of maritime, postal or other transport.

The execution of the Agreement will be suspended for as long as the case of Force Majeure lasts and the execution deadlines will be extended accordingly. The Seller shall make every effort to put an end to the Force Majeure or to find a solution that will allow us to Force Majeure or to find a solution that will allow us to perform our contractual obligations despite the obligations.

#### **21. MISCELLANEOUS PROVISIONS**

Titles are for convenience only. In case of contradiction between the title and the body of an article it is understood that the body of the article prevails.

The annexes form an integral part of this contract.

This contract is subject to French law. The original language of this contract is French and Customers acknowledge that this translation in English is given as an indication only. In French courts shall have exclusive jurisdiction in the event of a dispute.

As of the acceptance of Terms and Conditions by the Customer, the Seller reserves the right to quote the name of the name of the institutional or professional Customer as a reference in any advertising, commercial or institutional document, which the Customer expressly accepts. The Customer agrees also to communicate to the Supplier, at the latter's request, its logo, which will be used for communication purposes on the Seller's website and commercial supports.

<b>ANNEX 1- RIGHT OF WITHDRAWAL FORM</b>
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To \_\_\_\_\_ located

\_\_\_\_\_

I hereby notify you of my withdrawal from the contract for:

- The sale of (\*): .....
- the provision of services (\*): .....

Ordered on (\*)/received on (\*) :

Name:

Address:

Signature :

Date :

(\*): Delete as appropriate.



## Annex 2: Data Processing Agreement

### I. Purpose

The purpose of this Data Processing Agreement is to define the conditions under which LEARN & GO (hereinafter “the data processor”) undertakes to carry out the personal data processing operations necessary to the performance of the services sold in application of LEARN & GO’s General Conditions (the “Agreement”), on behalf of the Customer or the end User who will act as the data controller.

As part of the Agreement, the parties undertake to comply with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 applicable from 25 May 2018 (hereinafter, “the European data protection regulation”).

This Data Processing Agreement (or “DPA”) applies exclusively to the processing of personal data within the framework of the Agreement.

During the performance of the Agreement, the Processor may process personal data (“Personal Data”) on behalf of and on instructions from the Controller in the course of the performance of the Agreement with the Controller. An overview of the categories of Personal Data, the purposes for which they are being processed and a description of the processing operation(s) is to be established and shared among Parties. The Controller shall be solely responsible for determining the purposes for which and the manner in which Personal Data are, or are to be, processed.

The ownership of the Personal Data that are being processed by the Processor shall remain with the Controller, unless the processing pertains to Personal Data of the Processor or its personnel.

### II. Description of the processing which is the subject of the subcontracting

The data processor is authorized to process, on behalf of the controller the personal data necessary to the performance of the services defined in the Agreement.

The nature of the operations carried out on the data is as follows:

- cloud hosting
- shift, restoration and deletion of data upon specific request from the Client to the data processor

The purpose(s) of the processing, the personal data processed and the categories of data subjects as part of the services covered by the contract are listed in the register of processing established jointly by the data controller and the data processor, the latter having no control over the data collected and saved.

To comply with these conditions, the data controller provides the data processor with the following necessary information:

- Name and contact information of the Data Controller
- Name and contact information of the Data Protection Officer

### III. Duration

This contract comes into force retroactively to the date of the Contract and for a period equal to the latter.

### IV. Obligations of the data processor towards the data controller

The data processor undertakes to:

- a) process the data only for the purpose (s) of the Agreement.
- b) process the data in accordance with the documented instructions from the data controller of which the processor has acknowledged receipt. If the data processor considers that an instruction constitutes a violation of the European data protection regulation or of any other provision of Union law or of the law of the Member States relating to data protection, he shall immediately inform the controller. In addition, if the data processor is required to transfer data to a third country or to an international organization, under Union law or the law of the Member State to which it is subject, he must inform the controller of this legal obligation before processing, unless the law concerned prohibits such information for important reasons of public interest.
- c) guarantee the confidentiality of personal data processed under the Agreement

- d) ensure that the persons authorized to process personal data under this contract:
  - a. undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality
  - b. receive the necessary training on protection of personal data
- e) take into account, with regard to its tools, products, applications or services, the principles of data protection by design and of data protection by default

#### **V. Subcontracting**

The data processor may use another data processor (hereinafter, "the sub-processor") to carry out specific processing activities. In this case, he shall inform the data controller in advance and in writing of any planned change concerning the addition or replacement of sub-processors. This information must clearly indicate the subcontracted processing activities, the identity and contact details of the data processor and the dates of the subcontract. The data controller may present his objections within 5 working days from the date of receipt of this information. The use of sub-processor can only be carried out if the data controller has not objected within the agreed period.

The sub-processors list appears in the data processing register and is made available to the customer by any mean.

The sub-processors are required to comply with the obligations under the Agreement and the DPA on behalf of and according to the instructions of the controller. The initial data processor is responsible for making sure that the sub-processors present the same sufficient guarantees as to the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the European protection regulation data. If the sub-processors do not fulfil their obligations, the data processor remains fully responsible to the controller for the performance of its obligations by the by the sub-processor.

#### **VI. Information of Data subjects**

It is the responsibility of the data controller to provide sufficient and relevant information to the persons concerned by the processing operations at the time of data collection.

#### **VII. Exercise of individual rights**

As far as possible, the data processor must help the controller to fulfill his obligation to respond to requests for the exercise of the rights of data subjects: right to access, rectification, deletion and opposition, right to restriction of processing, right to data portability, right not to be the subject of an individual automated decision (including profiling).

When the data subjects make a request to the data processor to exercise their rights, the data processor must send these requests immediately by e-mail to the data controller, provided that the latter has provided him with the necessary contacts to this effect.

#### **VIII. Notification of personal data breaches**

The data processor notifies the data controller of any personal data breach within a maximum of 48 working hours after becoming aware of it, by any means. This notification is accompanied by any useful documentation to allow the controller, if necessary, to notify this violation to the competent supervisory authority.

#### **IX. Audit**

The processor provides reasonable assistance to the controller in carrying out data protection impact assessments.

The processor provides reasonable assistance to the controller for carrying out the prior consultation of the supervisory authority.

#### **X. Security measures**

Without prejudice to any other security standards agreed upon elsewhere by the Parties, the Processor shall demonstrably take appropriate technical and organisational security measures, which considering the current state of the art and the accompanying costs are in accordance with the nature of the Personal Data to be processed, in order to protect the Personal Data at all times against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, access or unlawful processing. These measures shall include in any case:

- a) measures to ensure that the Personal Data can be accessed only by authorized personnel who need to access the Personal Data for the purposes set forth in the Agreement;
- b) measures to protect the Personal Data against accidental or unlawful destruction, accidental loss or alteration, unauthorised or unlawful storage, processing, access or disclosure;
- c) measures to identify vulnerabilities with regard to the processing of the Personal Data in the systems used to provide services to the Controller;
- d) If applicable, other measures agreed upon by the Parties during the performance of the Agreement.

#### **XI. Retention Periods, Return and Destruction of Personal Data**

At the end of the Agreement, the data processor undertakes, upon request from the data controller, to return all the data.

Once the data is returned, the data processor will attest to its deletion from his systems.

#### **XII. Data Protection Officer**

The data processor communicates to the data controller **the name and contact information of his data protection officer**, if appointed, in accordance with Article 37 of the European Data Protection Regulation.

In the absence of a data protection officer, the data processor communicates, by any means, the identity of the person to be contacted for matters relating to the protection of personal data.

#### **XIII. Register of processing operations**

The data processor states that **it maintains a written record** of all categories of processing activities carried out on behalf of the data controller including:

- The name and contact information of the data controller, if applicable, any sub-processor as well as the data protection officer;
- The processing activities performed on behalf of the data controller;
- Transfer of personal data to a third country or to an international organisation if any, including the identification of that third country or that international organisation and, in the case of transfers covered by Article 49 §1 of the European Data Protection Regulation, documents attesting to the existence of appropriate safeguards;
- To the extent possible, a general description of technical and organisational security measures including, as required:
  - pseudonymisation and encryption of personal data;
  - measures to ensure the continued confidentiality, integrity, availability and resilience of processing systems and services;
  - measures to restore the availability and access of personal data within an appropriate time frame in the event of a physical or technical incident;
  - a procedure to regularly assess the effectiveness of technical and organisational measures to ensure the safety of processing activities.

#### **XIV. Documentation**

The data processor provides the data controller, upon request, with **the necessary documentation to demonstrate compliance with all its obligations** and to enable audits by the person in charge of the processing or another auditor appointed by the controller, and to contribute to these audits to a reasonable extent.

#### **XV. Data controller's obligations**

The data controller shall:

- a) provide the data processor with the data covered by the II of these clauses
- b) document in writing any instructions regarding the data processor's handling of the data
- c) ensure, beforehand and throughout the processing period, that the obligations of the data processor meet the obligations of the European Data Protection Regulation.
- d) supervise the processing activities, including by conducting audits and inspections with the data processor.

