

# Wenaas Workwear Terms of Use & Data Processing Agreement

28.05.2018 Version 1.4

## **TERMS OF USE – WENAAS WORKWEAR PLATFORM**

These terms of use, together with the Order Confirmation, constitutes the agreement ("Agreement") between the customer's legal entity indicated in the Order Confirmation ("Customer") and Wenaas Workwear's local legal entity indicated in the Order Confirmation ("Supplier"). The Agreement governs the Customer's access to and use of the Wenaas Workwear Platform, and the Supplier's delivery of ancillary goods or services, as further described below.

***The Agreement also governs the processing of personal data carried out by the Supplier in connection with the delivery, and therefore constitutes the contract (Data Processing Agreement) between the Supplier and the Customer as required under the GDPR Article 28 No. 3.***

### **1 DESCRIPTION OF THE DELIVERY**

#### **1.1 Access to the Wenaas Workwear Platform**

The Wenaas Workwear Platform is developed and managed by Wenaas Workwear AS ("Wenaas"), and is offered to the Customer by local Wenaas entities (including the Supplier) as Software as a Service (SaaS).

The delivery includes the right for the Customer to access and use the Wenaas Platform, on the further terms set out below. To the extent this is set out in the Order Confirmation, the delivery also includes software installed on premise at the Customer's location(s).

The Wenaas Platform enables the Customer's employees ("Users") to set orders in one system, or access/monitor warehouse stock through our e-floorstock solution.

The Wenaas Platform contains functionality to produce and dispatch orders, including order confirmation, order history and invoice history.

In addition, the Wenaas Platform contains customer service tools such as stock availability, SMS and e-mail notification, return management etc.

#### **1.2 Ancillary deliveries**

To the extent this is set out in the Order Confirmation, the delivery also comprises label printers, labels and/or other hardware or consumables for use in connection with the Wenaas Platform. Unless otherwise set out in the Order Confirmation, such hardware, software and consumables shall be considered as delivered when they have been physically delivered to the Customer's office address

Other than the Supplier's deliverables described above, the Customer is responsible for procuring all necessary hardware and software and network connections needed to access and use the Wenaas Workwear Platform.

### **1.3 Set-up an integration with the Customer's back-end system**

The Wenaas Platform contains integrations to several back-end systems on the market. The Customer may use such integrations in establishing integrations between the Customer's back-end system and the Wenaas Platform, thereby enabling the Customer to access the services offered through the Wenaas Platform within the Customer's own system.

The Supplier may provide assistance to the Customer in the establishment of such integrations, on a time and material basis, as further described in the Order Confirmation. The Supplier shall notify the Customer if the estimates in the Order Confirmation cannot be met, for example due to incorrect information provided by the Customer or unforeseeable circumstances.

## **2 THE CUSTOMER'S USE OF THE WENAAS PLATFORM**

### **2.1 Use of the Wenaas Platform**

Unless otherwise approved by the Supplier in writing, the Customer may use the Wenaas Platform for the Customer's own business purposes only, and may not transfer the use of the Wenaas Platform to any third party. The Customer shall always ensure that the Customer's use of the Wenaas Platform follows all laws and regulations applicable for the Customer's business, including, but not limited to, personal data regulations.

### **2.2 Generation, storage and deletion of Data**

The Customer's use of the Wenaas Platform will generate transaction data about data produced by the Customer ("Customer Data"). The Data will be stored within the Wenaas Platform, and the Customer may access the stored Data e.g. in connection with customer enquiries, search, tracking, reporting and statistical purposes.

All data will be stored until the data is deleted by the Customer, or until the Agreement is terminated.

The Supplier shall ensure that the server(s) on which Data is stored is mirrored, to protect data against loss in case of server failures etc.

### **2.3 Suspension of the Customer's access to the Wenaas Platform**

Wenaas may suspend the Customer's access to the Wenaas Platform if Wenaas suspects that the Wenaas Platform has not been used in compliance with the terms of the Agreement. Wenaas may suspend the Customer's access to the Wenaas Platform for as long as reasonably required by Wenaas to investigate the suspected breach.

## **3 INTELLECTUAL PROPERTY RIGHTS**

### **3.1 Rights in the Wenaas Platform**

The Supplier, or the Supplier's third parties, shall have all intellectual property rights, including, but not limited to, copyright and data base rights, in the Wenaas platform and all individual components used in the construction and operation of the Wenaas Platform.

The Customer shall only acquire the limited right to use the Wenaas Platform as described in the

Agreement, and shall acquire no other rights in the Wenaas Platform in its present form or in any future versions of the Wenaas Platform. Unless otherwise agreed in writing on a case-by-case basis, this also applies for new functionality developed by Wenaas in the Wenaas Platform which has been suggested by the Customer or any of the Customer's employees, including developments paid completely or partly by the Customer.

### **3.2 Rights of Order Data**

The Customer shall be the owner of all rights in all Order Data processed by the Supplier in the Wenaas Platform. The Supplier may only use such Order Data to the extent this is necessary to deliver the services described in the Agreement. All Order Data shall be kept confidential and be subject to appropriate technical and organizational measures.

The Supplier shall have the right to use anonymized Order Data for developing statistics relating to the services offered through the Wenaas Platform, for further development of the Wenaas Platform and for any other purpose. The data base rights in the Supplier's data bases containing anonymized data from the Customer together with anonymized data from other customers, shall remain with the Supplier. Prior to including any Order Data in a data base, Supplier shall ensure that any Order Data is anonymized in such a way that it is not possible to identify any individual persons.

## **4 PERSONAL DATA PROCESSING**

### **4.1 Processing of Shipment Data**

The Order Data which will be transferred to and processed by the Wenaas Platform contains personal data pertaining to the Customer's customers. The Customer shall be considered as the controller for any processing of such personal data, and the Supplier shall be considered as a data processor. The Customer shall thus remain fully responsible for the lawfulness of any such personal data processing.

The Customer shall be responsible for deciding when Order Data shall be deleted, and for deleting such data as set out in Section 2.2. The Supplier will delete Order Data upon termination of the Agreement.

The Supplier shall be entitled to process the Customer's personal data only on documented instructions from the Customer. The Supplier shall hereunder be entitled to process the personal data to the extent this is necessary or the delivery of services under the Agreement, including, but not limited to, processing for the purpose of data security and investigation of any security breaches. The Supplier shall ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

The Supplier undertakes to keep all Order Data confidential from third parties, with the exception of third parties that contribute to the deliveries to the Customer as set out in the Agreement. The Supplier undertakes to implement appropriate technical and organizational measures to ensure that Order Data is protected against accidental or unlawful destruction, loss, alteration, or unauthorized access by any third party.

In the unlikely event that any Order Data have been compromised, the Supplier undertakes to inform the Customer without undue delay after becoming aware of the personal data breach. The Customer is responsible for notifying the personal data breach to the competent supervisory authority and to the data subjects, to the extent this is required under the applicable law.

Supplier undertakes to assist the Customer by appropriate technical and organizational measures, so far as this is possible, for the fulfilment of the Customer's obligation to respond to requests from the Customer's customers. The Supplier will make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in this section 4 and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer. If this requires delivery of services from the Supplier beyond what is covered by the standard functionality of the Wenaas Platform, Supplier may charge an additional fee in accordance with its standard prices in force from time to time.

The Supplier may not use any Order Data in any other way than as described in the Agreement

The Supplier shall be entitled to employ third party sub-suppliers, such as IaaS (Infrastructure as a Service) suppliers or other third party technical suppliers, in connection with the operation of the Wenaas Platform, and to transfer Order Data to such third-party suppliers. The Supplier shall enter contracts with sub-suppliers whereby they agree to adhere to the provisions of this Section 4. If the use of the sub-supplier involves transfer of Order Data to a third country outside the EU/EEA, the Supplier shall implement additional security measures, such as the EU Model Clauses and seek approval from the Customer.

#### **4.2 Processing of personal data for which the Supplier is the controller**

In addition to the processing of Order Data described above, the Supplier will process personal data

pertaining to the Buyers, Users and other Customer personnel who are in contact with the Supplier in

relation to the Agreement. The personal data will be the name and contact details (telephone number, email etc.) of the data subjects, and information about the contact between each data subject and the Supplier.

The processing is done for the purpose of carrying out the service deliveries to the Customer, and for general business development purposes, including sales and marketing. The Supplier is the controller for this processing. The Supplier may transfer the personal data to another company within Wenaas Workwear, in which case, such other company will become the controller for the processing, in whole or in part.

The processing of such personal data is necessary for the Supplier's deliveries under the Agreement. The processing of the personal data is also necessary for the Supplier's and/or Wenaas Workwear's general business operations and business development.

The Supplier and/or Wenaas will store the personal data for the term of the Agreement and any subsequent agreement(s) with the Customer. The Supplier and/or Wenaas may continue to

store the personal data for a reasonable period thereafter, however the data shall in any event be erased when it is no longer necessary to store the data in relation to the purpose indicated

above, unless the Supplier and/or Wenaas is legally obliged to continue to store the information in order to fulfil statutory obligations, i.a. under tax rules or accounting rules as applicable from time to time

The Supplier and/or Wenaas will process such data in its CRM and ERP systems. The Supplier and/or Wenaas may employ third party data processors, SaaS suppliers or other third party technical suppliers, in connection with the operation of such systems. If the use of a data processor involves transfer of personal data to a third country outside the EU/EEA, the Supplier shall transfer the personal data on the basis of the EU Model Clauses or other appropriate safeguards.

Each data subject shall have the right to access its own personal data processed by the Supplier and/or Wenaas, and shall have the right to request that the data is rectified or deleted under the further conditions set out above. Unless the data subject already has the information about the processing activities carried out by the Supplier, the Customer shall inform its own personnel about the processing.

#### **4.2 Data Protection Officer**

Wenaas Workwear has appointed a data protection officer, who can be reached by e-mail:

[DataProtectionOfficer@wenaas.no](mailto:DataProtectionOfficer@wenaas.no)

All information regarding data protection will be published online at:

<https://www.wenaas.com/nb-no/data-security>

## **5 NON-COMPLIANCE**

### **5.1 Liability**

Where one of the parties under the rules of the General Data Protection Regulation has paid compensation to a data subject, the party shall be entitled to claim back from the other party that part of the compensation corresponding to the other party's part of the responsibility for the damage. Wenaas shall however be liable towards the Customer for damages caused by personal data processing only where Wenaas has not complied with obligations of the General Data Protection Regulation specifically directed to processors or where it has acted outside or contrary to lawful instructions of the Customer. A party shall be exempt from liability towards the other party if it proves that it is not in any way responsible for the event giving rise to the damage.

For other types of damages and any administrative fines imposed upon the other party by a competent supervisory authority, each party shall be liable towards the other party for direct, documented loss caused by the other party's breach of its obligations under the Agreement. No party shall be liable towards the other party for any indirect or consequential losses, including but not limited to loss of production, loss of profits, loss of data or loss of business. No party shall be responsible for any losses exceeding the amounts paid by Customer (exclusive of any VAT) under this Agreement for the 12 months preceding the month in which the breach forming the basis for the claim occurred.