

Data Processing – Privacy Statement Amendment to General T&Cs

Duration of Data Processing Amendment.

This Data Processing Amendment will take effect on May 25 2018 and, notwithstanding expiry of the Term, remain in effect until, and automatically expire upon, deletion of all Customer Data. This amendment is part of Penzias Netherlands general terms and conditions

Role of Parties:

Penzias Netherlands BV (hereafter referred to as Penzias) acts a processor of data in order to fulfill its obligation to provide services to its customers.

Where there is personal data, the customer is controller or main processor of the data and hereafter referred to as Customer.

While Penzias can not usually tie specific individuals to the records it processes, it is understood that some of the data processed falls under the privacy requirements of the GDPR and Penzias Netherlands undertakes to store and treat the data within the principals and for the purpose as specified by the Authority for Personal Data in The Hague.

Customer acknowledges it is controller of the data and is instructing Penzias to process the data to feed data storage banks and automated data records needed by Penzias for service provision and invoicing. This data is treated and stored in accordance to terms in the agreement and applicable (privacy) legislation.

Purpose and scope of Processing by Penzias

Penzias processes data solely to fulfill the obligations of its contract and any legal record keeping requirements.

Penzias does not sell or transfer control of any information to third parties other than to engage sub-processors necessary to perform contract as detailed below.

Penzias processes the following data that may be personal data:

- Call records that define the calling party number and called party number, time and duration of call
- Call recordings that contain information unknown to Penzias and is assumed to be business related discussions but may contain personal information.
- Directory information that links a person to identifiers such as telephone numbers.



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- WiFi location and use information that contains MAC information that might eventually be linked to a data subject – to note Penzias has no directory information to link the MAC¹ addresses to specific data subjects.
- IP² information, given nature as service to the business (rather than individuals currently Penzias does not believe it processes IP addressing information that could be linked to a specific data subject. Customer agrees to inform Penzias if this not the case.

Data Retention and data minimization policy of Penzias

- Penzias does not always have information that would link the actual data subject to the data stored. In the case that it does have directory information – this data is stored in separated table from the call records and or call recordings
- Penzias retains call record information used for billing for 2 years.
- Penzias retains call recordings requested by customer for the duration requested in the contract
- Penzias retains contact information for the customer in its financial systems for up to 7 years

Sub-processors of Penzias

Penzias undertakes to inform the customer when it uses sub processors and to undertake the necessary diligence that the sub-processor is bound to comply to requirements of the GDPR.

Our sub processors include:

- Amazon Web Services – (stored in Germany) (for data storage, particularly call recording and Wifi utilization information)
- Hetzner GMBH (stored in Germany) for data storage related to processing of calls
- Dropbox (indeterminate) for storing invoices and call details related to the invoices. Dropbox location can not be definitively determined, but it is covered by an adequacy finding (covered by the EU-US Privacy Shield)
- Unet Netherlands – for processing calls including production of call record information to invoice Penzias
- Motto Netherlands – for processing calls including production of call record information to invoice Penzias
- Gradwell (UK) - for processing calls including production of call record information to invoice Penzias
- Colt (Netherlands) for internet access
- Ziggo (Netherlands) for internet access
- KPN for telephony services
- XS4All for internet services
- Tele2 (Netherlands) for internet access
- Just Internet Group for fax services

¹ A **media access control address (MAC address)** of a device is a [unique identifier](#) assigned to [network interface controllers](#) for communications at the [data link layer](#) of a network segment.

² An **Internet Protocol address (IP address)** is a numerical label assigned to each device connected to a [computer network](#) that uses the [Internet Protocol](#) for communication

- eFax (Ireland) for fax services
- Kleisteen Netherlands – contact information necessary to manage invoicing
- Integrated Hosting and Consulting Services Belgium – a resold service under the brand of Everyware and hosted on the Microsoft Azure Platform in the Netherlands.

Penzias retains right to change sub processors and will in such cases create an updated supplier list and notify the customer.

Protection of the data

Penzias uses industry accepted practices to ensure the security of its network and data. It has put in place both technical and organizational controls to prevent and detect breaches of personal data. Penzias personnel that process data are bound by confidentiality and professional standard of care agreements.

When making tradeoffs between cost and inconvenience of specific security measures versus risk to the data subjects Penzias assumes that it has limited personal data that is neither sensitive data (per GDPR definition) or representing high risk to the potential data subject. The customer undertakes to inform Penzias if it is processing sensitive data or data that a DPIA³ undertaken by the controller has deemed to be high risk. In which case Penzias and Controller will jointly review the case and enter into a specific Data processing agreement as required.

Notification of incidents:

- If Penzias becomes aware of a Data Incident, Penzias will: (a) notify Customer of the Data Incident promptly and without undue delay; and (b) promptly take reasonable steps to minimize harm and secure Customer Data.
- Details of Data Incident. Notifications made pursuant to this section will describe, to the extent possible, details of the Data Incident, including steps taken to mitigate the potential risks and steps. Penzias recommends Customer take to address the Data Incident.
- Delivery of Notification. Notification(s) of any Data Incident(s) will be delivered to the Notification Email Address or, at Penzias discretion, by direct communication (for example, by phone call or an in-person meeting). Customer is solely responsible for ensuring that the Notification Email Address is current and valid.
- No Assessment of Customer Data by Penzias. Penzias will not assess the contents of Customer Data in order to identify information subject to any specific legal requirements. Customer is solely responsible for complying with incident notification laws applicable to Customer and fulfilling any third party notification obligations related to any Data Incident(s).
- No Acknowledgment of Fault Penzias. Penzias notification of or response to a Data Incident will not be construed as an acknowledgement by Penzias of any fault or liability with respect to the Data Incident.
- Suspicion of Data Incidents. Customer has the duty to report via email to accounts@penzias.eu any suspicion of potential Data Incidents. In absence thereof, Customer is solely responsible for any current or future damage that Penzias could suffer from. Customer is also obliged to report any

³ Data protection impact assessment



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suspicion of a Data Incident to the Authority for Personal Data in The Hague using their instructions for notifications. (<https://autoriteitpersoonsgegevens.nl>).

Data Deletion.

- Deletion During Term. Penzias will enable Customer to delete Customer Data during the applicable Term in a manner consistent with the functionality of the Services. Penzias will comply with this instruction as soon as reasonably practicable and within a maximum period of 60 days, unless EU or EU Member State law requires storage.
- Deletion on Term Expiry. Penzias will comply with instruction to delete as soon as reasonably practicable and within a maximum period of 60 days, unless EU or EU Member State law requires storage. Penzias will auto delete all records within 2 years absent specific instructions.

Contact points

Penzias contact for all matters regarding data privacy is accounts@penzias.eu

If there is an urgent matter please also copy support@penzias.net