



yuuv^{is}® API
GDPR Compliant
Commissioned Processing of Personal Data

1. Preamble

OPTIMAL SYSTEMS North America Inc ("us", "we", or "our") operates the yuuvio website (hereinafter referred to as the "Service"), and provides the the yuuvio® API software services pursuant to the yuuvio® API Terms & Conditions (the "yuuvio® Terms & Conditions") to Customers ("you", "your").

The scope and term of the services to be provided by us are set out in the yuuvio® Terms & Conditions. This appendix to the (the "Appendix") complements the yuuvio® Terms & Conditions in respect of GDPR compliant data protection and specifies the rights and obligations related to privacy law.

This appendix is only applicable for Customers in the European Union. If applicable, this appendix supersedes our general Data Privacy Policies.

2. Definitions

"Personal Data", "Special Categories of Data", "Process/Processing", "Controller", "Processor" and "Data Subject" shall have the meaning as in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the "General Data Protection Regulation" or "GDPR").

3. Scope, Purpose, and Provision of Data Processing; Categories of Data and Data Subjects

The scope and purpose of the data processing is set out in the yuuvio® API Terms & Conditions and the related service description.

Personal data processed by us comprises of Customer Data (as defined in the yuuvio® Terms & Conditions), i.e. data made available to us by you or your end customers through the use of the Services provided by us under the yuuvio® Terms & Conditions.

Since any type and kind of data objects can be stored and processed with the Services, the categories of Personal Data processed by us depend on how you configure the Services. They usually comprise documents or other binary files and related metadata. Both may or may not include Personal Data. You may, in your sole discretion, configure and then store Personal Data such as names, addresses or communication details.

We shall process your Personal Data solely for the purpose of fulfilling the yuuvio® Terms & Conditions or in observance of your instructions.

If we need to process Personal Data based on a legal obligation pursuant to Art. 28 (3)(a) GDPR, we shall notify you in advance, unless prohibited by law.

We shall observe your instructions regarding the collection, processing, or use of Personal Data. You may give such instructions at any time and in your own discretion, including instructions regarding the correction, deletion and blocking of data. We shall immediately notify you if, in our opinion, an instruction infringes applicable data protection law or regulations. You shall reimburse us for executing your instructions on a time and material basis, based on industry standard rates. You are responsible for the consequences of such instructions (e.g. inconsistent data). Instructions shall be given in writing.

4. Sub-Processors

We need to engage other providers ("Sub-processors"). You hereby expressly consent to the use of the following service providers and payment providers.

5. Service Providers

We employ third party companies and individuals to facilitate our Service ("Service Providers"), provide the Service on our behalf, perform Service-related services or assist us in analysing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

We shall notify you of any intended changes concerning the engagement or replacement of Sub-processors, thereby giving you the opportunity to object to such changes. If you have reasonable objections to the engagement of a new Sub-processor, to the effect that the new Sub-processor is not compliant with GDPR requirements, you may object to the new Sub-processor within 14 days after receipt of our notice. If we declare that we will not forgo the new Sub-processor despite a justified objection from you, you may terminate the yuuviz® Services agreement with us by giving written notice within four weeks of receipt of the objection to the engagement of the Sub-processor.

Any Sub-processors Terms & Conditions shall be consistent with GDPR requirements.

For the purpose of this Appendix, Sub-processing is to be understood as services which relate directly to the provision of the principal service under the yuuviz® Terms & Conditions. This does not include in particular ancillary services, such as telecommunication services, postal / transport services, maintenance and user support services or the disposal of data carriers. We shall, however, be obliged to make appropriate and legally binding contractual arrangements and take appropriate inspection measures to ensure data protection and data security, even in the case of outsourced ancillary services.

The Service Provider we work with:

5.1 Microsoft Inc. (Microsoft Azure)

Their Privacy Policy can be viewed at <https://microsoft.com/privacy>

With regards to GDPR compliance, Microsoft Azure complies with the EU Data Protection Model Clauses, Directive 95/46/EC. This directive sets the baseline for handling Personal Data in the EU. It provides the regulatory framework under which Personal Data can be transferred and processed outside of the EEA.

5.2 OPTIMAL SYSTEMS GmbH

Their Privacy Policy can be viewed at <https://optimal-systems.com/en/privacy>

With regards to GDPR compliance, OPTIMAL SYSTEMS complies with GDRP. A GDPR compliant agreement on commissioned processing of Personal Data between OPTIMAL SYSTEMS GmbH and us is in place.

6. Payment Providers

We provide paid products and/or services within the Service. In that case, we use third-party services for payment processing (e.g. payment processors).

We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

The payment processors we work with are:

6.1 Stripe

Their Privacy Policy can be viewed at <https://stripe.com/privacy>

With regards to GDRP compliance, Stripes complies with applicable laws to provide an adequate level of data protection for the transfer of your Personal Data to the US. Stripe Inc. is certified under the EU-U.S. and the Swiss-U.S. Privacy Shield Framework and adheres to the Privacy Shield Principles.

7. Confidentiality

- 7.1 We undertake to commit all staff and personnel that process Personal Data to confidentiality, unless they are already under an appropriate statutory obligation of confidentiality. The commitment shall survive a termination or expiration of the staff member's employment relationship with us.

8. Data Protection Measures and Audits

- 8.1 We implement appropriate technical and organizational measures pursuant to Article 32 GDPR, in particular as set out in our data protection policy and our list of technical and organizational measures. We provide the documents to you upon request. We may adapt and modify our technical and organizational measures, provided that the changes do not materially weaken the level of security.
- 8.2 Upon request we shall make all information available to you necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR, e.g. by providing appropriate documentation. We shall allow for and contribute to audits, including inspections, conducted by you or a third party auditor mandated by you. For that purpose, we shall allow the auditor, upon reasonable prior notification, during normal business hours and without unreasonable disruption to our operations, to verify our compliance with the applicable obligations. You shall pay us for our work related to such an audit on a time and material basis, based on industry standard rates.
- 8.3 You agree to keep all information, documents, data, and findings disclosed by us or otherwise gathered in connection with an audit, inspection or disclosure strictly confidential and to use such information, documents, data and findings solely for the purpose of the privacy audit. You ensure that all personnel or third parties with access to the aforementioned information are subject to a substantially similar obligation of confidentiality, unless they are, by reason of their occupation, already subject to an obligation of confidentiality.
- 8.4 We shall support you by providing information of the performance of Data Protection Impact Assessments pursuant to Art. 35, 36 GDPR.

9. Notification Obligations

- 9.1 We shall promptly notify you of any Personal Data breach pursuant to Art. 33(1) GDPR. We will, in consultation with you, undertake reasonable measures to secure the data and mitigate potential negative consequences for the data subjects. We shall support you with notification and communication obligations pursuant to Art. 33, 34 GDPR.
- 9.2 We shall promptly notify you if your Personal Data is about to become subject of seizure or confiscation, due to bankruptcy or insolvency proceedings or similar events or measures by third parties. We shall promptly notify all parties involved that the Personal Data is your sole property, and that you are the "Controller" as defined in the GDPR.

10. Deletion of Data

10.1 Your Personal Data shall be deleted upon termination of the yuuviz® Terms & Conditions.

11. Rights of Data Subjects

11.1 If a data subject contacts us for the purpose of exercising their rights as a data subject (e.g. regarding access to, erasure or rectification of Personal Data), we shall promptly forward this request to you.

11.2 We will, upon request, assist you to comply with your obligations with respect to the rights laid down in Chapter III of the GDPR. You must pay us for this assisting work on a time and material basis, based on industry standard rates.

12. Term and Final Provisions

12.1 This Appendix automatically terminates upon termination or expiration of the yuuviz® Terms & Conditions. However, it shall remain in force as long as we possess or otherwise have access to your Personal Data.