

INFORMATION SECURITY DOCUMENTATION

GDPR rights and obligations

Annexe to Customer Standard terms of Business

Reference: GDPR Annexe to customer agreements

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GDPR Annexe for Customer

The following text serves as an addendum to the existing contract we have with you by replacing standard data protection provisions to include those required by GDPR. In the situation where there are no data protection provisions this text is deemed new.

1.1 Data protection definitions

1.1.1 “Applicable Data Protection Legislation” shall mean the General Data Protection Regulation (GDPR), read in conjunction with and subject to any applicable UK national legislation that provides for specifications or restrictions of the GDPR’s rules; or from the date of implementation, any applicable legislation that supersedes or replaces the GDPR in the UK or which applies the operation of the GDPR as if the GDPR were part of UK national law, which may include the Data Protection Act 2018;

1.1.2 “Customer” shall mean the entity contracting with Firstcom as identified in the agreement between such customer and Firstcom; to include any previous trading names.

1.1.3 “Firstcom” shall mean the Firstcom Europe entity identified in the agreement with the Customer; to include Firstcom Europe SARL and Firstcom associated subsidiaries.

1.1.4 “Party” or “Parties” shall jointly refer to Firstcom and Customer.

1.1.5 “Firstcom associated subsidiaries” are defined as:

Jurisdiction	Company	Details
United Kingdom	VOIP-4U Ltd trading as Firstcom and VoIP.co.uk	Company Number: 05142934 Morton House, 9 Beacon Court, Pitstone Green Business Park, Pitstone, LU7 9GY
United Kingdom	Difference Corporation Limited	Company Number: SC226781 Station Master’s Office Dalmeny Station, South Queensferry, Edinburgh, Midlothian, EH30 9JP
Germany	TeleForte Telekommunikations AG	HRB 22211 Maximilianstraße 14, 86150 Augsburg, Germany
Germany	C+ITEC AG	HRB 7753 Industriestr. 2, 63768 Hösbach, Germany
Denmark	Cloudtel Holdings Limited	CVR No.: 35523561 Roskildevej 333, 2610, Rødovre, Denmark
Denmark	Connection Tele-punkt A/S	CVR No.: 82567518 Roskildevej 333, 2610, Rødovre, Denmark
Denmark	Firstcom A/S	CVR No.: 27244254 Roskildevej 333, 2610, Rødovre, Denmark
Denmark	ThisIsUniverse ApS	CVR No.: 38265490 Roskildevej 333, 2610, Rødovre, Denmark

Jurisdiction	Company	Details
Sweden	Firstcom AB	Reg no. 556779-8102 BTR Accounting & Payroll Services AB, Grev Turegatan 21, 114 38 Stockholm, Sweden
Sweden	Nordic Technology Holding - Nortech AB	Org. nr. 556630-2138, Kemistvägen 10, 183 79 Täby
Sweden	Nordic Technology Distributors - Nortech AB	Org. nr 556608-5196 Kemistvägen 10, 183 79 Täby
Poland	FirstCom Europe Sp. z o.o.	Co No. 0000278453 ul. Tadeusza Hennela 5 02-495 Warszawa

1.1.6 “GDPR” shall mean the General Data Protection Regulation (EU) 2016/679

1.1.7 “Personal Data”, “Data Controller”, “Data Processor”, “Data Subject”, and “processing” (and other derivative of the verb ‘process’) shall have the meaning set out in the Applicable Data Protection Legislation.

1.2 Each party shall comply at all times with its respective obligations under the provisions of the Applicable Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the other to breach any of its applicable obligations under Applicable Data Protection Legislation.

1.3 In the event Firstcom provides a service listed in the Service Data Privacy Policy Notice Firstcom processes Personal Data on behalf of the Customer as described in the Service Data Privacy Policy Notice and for such purposes, Firstcom is the Data Processor and the Customer is the Data Controller. In connection with such processing Firstcom shall:

1.3.1 process the Personal Data only on documented instructions from the Customer and in accordance with this Agreement;

1.3.2 ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and take steps to ensure that such persons only act on Firstcom’s instructions in relation to the processing;

1.3.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be in line with our Information Security policies and procedures;

1.3.4 remain entitled to appoint third party sub-processors. Where Firstcom appoints a third party sub-processor, it shall, with respect to data protection obligations ensure that the third party is subject to, and contractually bound by, at least the same obligations as Firstcom;

1.3.5 not transfer Personal Data outside of the European Economic Area except where such transfer is made in such a way as to ensure that the level of protection offered to natural persons by the Applicable Data Protection Law is not undermined;

- 1.3.5.1 Where the Customer uses the Firstcom service to participate in an international call, or other communication and where the network of Firstcom is used to facilitate, Firstcom will terminate the communication with a sub processor within the European Economic Area.
- 1.3.5.2 By nature of the service provided and that communication services have global reach, Customers must be reminded that personal data may be transmitted outside the European Economic Area and as the data controller, must ensure adequate levels of protection for that data are in place.
- 1.3.6 assist the Customer to respond to requests from Data Subjects who are exercising their rights under the Applicable Data Protection Legislation;
- 1.3.7 notify the data controller of any personal data breach and follow the guidance of the local data protection authority
- 1.3.8 unless applicable law requires otherwise, upon termination of the Agreement, at the option of the Customer comply or procure compliance with the following (i) delete all personal data provided by the Customer to Firstcom and/or (ii) return to the Customer all Personal Data provided by the Customer to Firstcom;
- 1.4 Each party may collect, store and process contact Personal Data (such as name, work email address, telephone/mobile work number, and work address) of the other party and/or its employees for the purposes of the performance of this Agreement, and such collection and/or processing shall be carried out in accordance with such party's privacy policy.
- 1.5 In the case Firstcom arranges for services to be provided by a 3rd party where personal data is processed but Firstcom does not otherwise participate in the processing of personal data, such 3rd parties engaged as part of the solution to fulfil the delivery of the contract are the data processor. Firstcom shall notify the data controller of the existence of such 3rd parties.