



**GENERAL
DATA PROTECTION POLICY**

GENERAL DATA PROTECTION POLICY OF ANEXIA INTERNETDIENSTLEISTUNGS GMBH

1. General information

- 1.1.** The processing of personal data (hereinafter referred to as “Data”) by Anexia Internetdienstleistungs GmbH (hereinafter referred to as “Anexia”) is always done in accordance with the EU General Data Protection Regulation (GDPR) and in accordance with the country-specific data protection provisions applicable to Anexia. By means of this data protection policy, Anexia informs users, customers and clients (hereinafter referred to as “Client”) of the nature, scope and purpose of the Data collected, used and processed by Anexia.
- 1.2.** The provisions of the present data protection policy also apply in particular to any contract data processing by Anexia for responsible parties, if and as long as no separate “Contract Data Processing agreement” (see 3.10 and 4) has been concluded.
- 1.3.** Furthermore, all provisions and terms of the GDPR apply to this document.

2. Client Data

- 2.1.** Anexia processes the Client’s personal Data exclusively in connection with the provision and administration of the products or services and accounting and in compliance with the applicable statutory provisions. Anexia is the body responsible within the meaning of Art. 4 No. 7 GDPR for the processing of these Client Data. Anexia ensures that processing is carried out in accordance with the principles of Chapter II GDPR, and implements technical and organizational measures (ATTACHMENT 1A) that meet the demands of the GDPR, taking into account the nature, scope, circumstances and purposes of the processing as well as the various probabilities of occurrence and severity of the risks to the rights and freedoms of natural persons.
- 2.2.** The object, duration, nature, and purpose of the processing arise from the subject matter of the contracts between the Client and Anexia and the use of the individual services of Anexia. Anexia processes Data only for the time required by Anexia to render services, execute the contract, and issue invoices, as well as for any other statutory retention periods to which Anexia is subject. In particular, the following Data is involved in data processing:

Type of data	Type and purpose of data processing	Categories of data subjects
Customer master data	Master data required for the performance of the services, fulfillment of contracts, and preparation of invoices between the Client and Anexia.	Clients of Anexia (customers)
Access data*	Storage of the IP address of visitors to Anexia websites in order to identify a single access.	Visitors to Anexia websites and users of Anexia online services

*) Detailed information on the Data collected and processed during the visit and in the course of the general use of Anexia websites is not part of the present data protection policy and is instead published in the current Privacy Policy for our websites on the Anexia homepage.

3. Contract Data Processing

- 3.1.** When Anexia processes Data on behalf of its Client, this includes those activities that are specified in the contracts between the Client and Anexia or in product-specific conditions. In the process, the Client is solely responsible for compliance with the statutory provisions on data protection, in particular for the legality of the processing itself

and the transfer of Data to Anexia as a contract data processor (“Responsible Party” within the meaning of Art. 4 No. 7 GDPR). The Client must ensure that the processing of Data is carried out in accordance with the principles of Chapter II GDPR and that the technical and organizational measures taken by Anexia as a contract data processor satisfy the demands of the GDPR, taking into account the nature, scope, circumstances and purposes of the processing as well as the various probabilities of occurrence and severity of the risks to the rights and freedoms of natural persons.

- 3.2.** The place of processing, taking into account Chapter V GDPR, is decided solely by the Client as the Responsible Party. The Client shall by contract or instruction instruct Anexia to conduct the processing either exclusively within the EU or the EEA or to do so in whole or in part under consideration also of the applicable legal bases of third countries or specific locations designated by the Client. Anexia provides powerful server capacities for its Clients at 88 data center locations worldwide (as of 2018).
- 3.3.** In the absence of an exceptional case within the meaning of Art. 28 Para. 3 (a) GDPR, Anexia undertakes to process Data and processing results only in the context of these conditions or in the context of the order, as per the contract and the instructions of the Client. Anexia shall inform the Client immediately if it is of the opinion that an instruction breaches applicable legislation. Anexia may suspend implementation of this instruction until it is confirmed or modified by the Client.
- 3.4.** Anexia has arranged the internal organization of its area of responsibility in such a way as to meet the particular requirements of data protection. Anexia shall implement technical and organizational measures to provide appropriate protection of the Client’s Data in a manner that satisfies the requirements of Art. 32 GDPR.
- 3.5.** Anexia is committed as a contract data processor to the security of the processing according to Art. 32 Para. 1 (a) through (c) GDPR, taking into account the feasibility thereof and in the context of valid contracts with the Client.
- 3.6.** If a data subject contacts Anexia with demands pursuant to Chapter III GDPR (e.g. requesting correction, deletion or information), Anexia shall refer the data subject to the Client, insofar as it is possible to associate the data subject with the Client from the information provided. Anexia shall immediately forward the data subject’s application to the Client. Anexia shall support the Client to the best of its ability and according to the instructions of the Client.
- 3.7.** The Client shall grant its consent to the processing of the Data by affiliated companies of Anexia as additional contract data processors (ATTACHMENT 2A) if this is necessary for the provision of services in accordance with existing Contracts. Anexia undertakes in the process to impose the same statutory and contractual data protection obligations on these additional contract data processors and has to this end established Corporate Rules in the form of a framework agreement for contract data processing as a legally binding instrument within the Anexia Group.
- 3.8.** The Client grants Anexia general permission to involve subcontractors as additional contract data processors for the processing of the Data as far as this is necessary for the provision of services. Anexia undertakes in the process to impose the same statutory and contractual data protection obligations on these additional contract data processors and to maintain a list (ATTACHMENT 2B) of all additional contract data processors and to publish this up-to-date list on its corporate website so that the Client always has the opportunity to inspect the list and submit an objection to the involvement of certain subcontractors.
- 3.9.** The Client as Responsible Party and Anexia as the contract data processor are liable to data subjects under data protection law in accordance with the provisions of Art. 82 GDPR. Any further liability and compensation regulations are to be agreed primarily in the offers and contracts between the Client and Anexia.
- 3.10.** This general data protection policy serves as a contract data processing agreement for the use of Anexia’s products and services or any use of Anexia’s public range of products in which Anexia acts as a contract data processor. It is an integral part of all products and services used by the Client in the course of the contract data processing by Anexia and of all existing and future contracts between the Client and Anexia and thus is a binding, written legal instrument in accordance with Article 28 (2) and (9) GDPR, thus in principle rendering the conclusion of an individual “contract data processing agreement” (see the following point 4) unnecessary.

4. Individual Agreement on Contract Data Processing

- 4.1.** Notwithstanding the preceding Chapter 3, it is possible at any time for the Client and Anexia to conclude a separate contract data processing agreement according to the most recent revision of the Anexia model contract entitled “Contract Data Processing Agreement”, which is available online, or to conclude such a contract by means

of another individual, written agreement between the Client and Anexia. In the event that such a separate agreement on contract data processing between the Client and Anexia is concluded, it replaces all contract data processing arrangements set forth in this general data protection policy (in particular Chapter 3).

5. Contact and Inquiries

- 5.1. Any questions concerning general data protection can be sent at any time by email to Anexia at data-protection@anexia-it.com. The name and contact details of the current Data Protection Officer (DPO) of Anexia are always published on the company's homepage.

6. Subject Matter and Term

- 6.1. For the Client, the subject matter and the term of this general data protection policy arise from the use of the individual services and products or from the content and term of the contracts. It is thus valid for the entire period of performance as long as no separate written agreement has been concluded to that end between the Client and Anexia.
- 6.2. The term of this general data protection policy (validity) is indefinite, and it will be constantly updated on the Anexia company homepage to reflect the legal situation in order to guarantee legal certainty at all times for all Clients of Anexia.