

End user agreement Genzõ

Revised On: juni 5, 2017

Welcome to the end user agreement of Genzõ. Please take a moment to read this, it's about you!

Genzõ 1.0

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3.6 This Agreement shall be governed by the law of the Netherlands applicable therein. You hereby irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of Netherlands therefrom. If any provision shall be considered unlawful, void or otherwise unenforceable, then that provision shall be deemed severable from this License and not affect the validity and enforceability of any other provisions.

3.7 Any failure to comply with the terms and conditions of this Agreement will result in automatic and immediate termination of this license. Upon termination of this license granted herein for any reason, you agree to immediately cease use of Genzõ and destroy all copies of Genzõ supplied under this Agreement. The financial obligations incurred by you shall survive the expiration or termination of this license.

4. Disclaimer of warranty

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5. Privacy

5.1 By installing, using or accessing the App or the Services or any parts thereof, You accept the terms of Genzõ's privacy policy as amended from time to time, which is available at www.1Minuut.com. Genzõ's privacy policy defines how, why and to which extent Genzõ collects and uses personal data in relation to Genzõ's products and services.

5.2. For personal data in User Generated Content Genzõ is the processor and either You are, or your employer or the organization You work for is, the controller under the Dutch Data Protection Act (Wet bescherming persoonsgegevens). In the event that You are the controller You (as controller) and Genzõ (as processor) hereby enter into the Data Processor Agreement attached to this end user agreement as Annex

PROCESSOR AGREEMENT

This Processor Agreement is an agreement between the user of the App and Services (hereafter: 'Controller') and Genzõ (hereafter: 'Processor').

The user (you) of Genzõ is called controller. We of 1Minuut are the processor through the Genzõ app. Controller and Processor concluded an End User License Agreement (hereafter: 'EULA') regarding the use of the App and Services.

- Controller = owner of the data, punt data in the app and takes discisions on how it's been used.
- Processor = processes (send, storage, stream) the data provided by the controller.

We use the Dutch Data Protection Act (Wet bescherming persoonsgegevens, hereafter: 'Wbp'). Under article 14 Wbp, Controller and Processor define the terms under which the Personal Data will be processed.

1. Controller and Processor

This Processor Agreement applies to the processing of personal data in the context of the EULA.

- Controller instructs Processor to process personal data in the context of the EULA.
- Controller sends en stores personal data processed by Genzõ.
- Controller warrants that his instructions to Processor lead to processing by.

- Processor in compliance with applicable laws and regulations.
- Processor processes the personal data.
- Processor will process the personal data only in accordance with Controller's instructions, in compliance with the purposes and means determined by Controller, and in accordance with retention periods determined by Controller.

2. Dataleaks

Controller get's informed by the processor of any dataleak;

In case of a dataleak the Processor will provide Controller with all information concerning the Dataleak:

- What personal data involves;
- Amount of the personal data;
- Number of the controllers involved;
- Undertaken measurements.

The Controller decides if the dataleak is reported to the Data Protection Authority.

3. Confidentiality

1Minuut, the processor, doesn't need to, and can't, access your personal data. We do however listen to the law and will support it in ways we can.

We as a processor will keep your personal data secret. So, we don't and can't make it available to third parties.

When the processor hires staff, they sign for confidentiality in their contract.

The controller get's informed directly when any request for it's data has been made bij a third party.

4. Security and control

1Minuut takes appropriate technical and organizational measures in Genzō to protect your personal data. This will give an excellent protection level at present day. Processor will continue working on the protection of personal data.

- Only persons which you gave permission for are authorized to see information.
- Measures against unlawfull storage;
- Measures agains destruction or loss;
- Measures to identify weaknesses in the processing of your personal data within Genzō;

Controller informs Processor with any information that can enhance the security of Genzõ.

Processor makes sure an independent audit is performed by an official auditor for Genzõ version 1.0. Controller can always ask for a independent audit when it is;

- in consultation with Processor;
- takes in mind a reasonable period of time;
- at his own expense.

Controller will be informed of the outcome of the audit. Controller and Processor shall keep all results of audits strictly confidential.

5. Rights of data subjects

When there is a complain or request about the processing of personal data in Genzõ this is forwarded to the Controller. Controller is responsible for handling the complain or request.

Processor renders, in so far as this is reasonably possible, any assistance necessary to Controller to fulfil his obligations under the Wbp within the statutory periods, in particular the rights of data subjects regarding a request for access, correction, addition, deletion or blocking of personal data. Parties will discuss in good faith the reasonable allocation of the costs involved.

6. Sub-processors

Processor is entitled to make use of a Sub-processors. A sub-processor can process personal data.

The Processor requires each Sub-processor contractually to comply with confidentiality obligations, reporting obligations and security measures with regard to the Processing of Personal Data, which obligations and measures must at least comply with the provisions of this Data Processing Agreement.

The Processor requires each Sub-processor contractually not to process Personal Data in any other manner than agreed in this Data Processing Agreement.

8. Processing outside the EEA

The Parties shall ensure that insofar as Personal Data are processed outside the European Economic Area (hereinafter referred to as: EEA), this takes place conform the requirements of the Wbp. If data are processed outside the EEA, this is specified in Annex 1, including an indication of the countries where the data will be processed.

9. Retention periods and destruction of personal data

Controller shall adequately inform Processor about (legal) retention periods that apply to the processing of personal data by Processor. Processor shall not process the personal data any longer than in accordance with these retention periods.

Processor shall destroy personal data processed in accordance with this Processor Agreement upon the termination of this Processor Agreement, unless the personal data must be kept longer, as in the case of (legal) obligations, or at the request of Controller. Controller may check at his own expense whether the personal data have been destroyed.

Processor will confirm that the destruction of the processed personal data has taken place.

Processor will inform all Subprocessors involved in the processing of personal data of the termination of the Processor Agreement, and will ensure that all Subprocessors shall destroy the personal data.

10. Other

Changes to this Processor Agreement are valid only if agreed in writing between the Parties.

This Processor Agreement is active as long EULA is in use between Parties.

This Processor Agreement is not transferable by either Party without the written consent of the other Party. However, no consent is required in case of transfer by Processor to a subsidiary or sister company of Processor.

This Processor Agreement is governed by Dutch law.