

AgroVision Data Processing Agreement

AgroVision processes personal data in its online software applications for the international agricultural sector for the customer and on behalf of the customer because the customer has concluded an agreement with AgroVision to which the General Terms and Conditions and the Privacy Statement also apply. AgroVision and the customer are therefore obliged, as of 25 May 2018, to enter into a Data Processing Agreement for these online software applications in accordance with the General Data Protection Regulation (GDPR).

AgroVision is the 'processor' and the customer the 'data controller'. AgroVision and the customer mutually undertake to comply with the General Data Protection Regulation (GDPR). The terms used in in this agreement have the same meanings as given to them in the GDPR. AgroVision will only process personal data for and on behalf of the customer and for the purpose of performing the agreement. The personal data will be processed in line with the instructions provided by the customer, unless statutory obligations require AgroVision to process them in another way. If this is the case, AgroVision will inform the customer of this. The processing of personal data and the term of this agreement are inextricably linked to the underlying agreement between AgroVision and the customer.

Personal Data Processing

The processing of the Personal Data consists of making the AgroVision applications available with the data entered and generated by the customer. AgroVision will not add, modify or delete (personal) data without specific instructions from the customer, subject to any statutory obligations.

Within the applications that AgroVision makes available, various types of personal data of the customer's customers can be recorded, while AgroVision's products are in principle not designed for the processing of special personal data. Accordingly, only regular personal data is generally processed. AgroVision is aware that the customer may enter all this data, and any personal data or categories yet to be created, and that AgroVision will then process it. The customer is responsible for assessing whether the purpose and nature of the processing is appropriate to the service provided by AgroVision and whether it is necessary to enter this personal data. Should it transpire that the customer has entered too much information and should AgroVision be called to account for it, the customer will indemnify AgroVision against this.

AgroVision collects anonymised data about the use of its products and services. This data helps AgroVision gain insight into whether, how and how often certain parts of the product are used. The anonymised data will only be used to improve products and services. AgroVision will never use the collected user statistics for commercial purposes or offer or sell them to third parties.

If the customer is obliged to carry out a privacy impact assessment, AgroVision will provide its cooperation to the extent that it may be required to do so.

Obligations of Secrecy

AgroVision is aware that the information that the customer shares with AgroVision and stores in the AgroVision software may be secret, confidential and sensitive. All AgroVision employees will treat customer information responsibly during and after their employment, as set out in the confidentiality clause in their employment contract. Any third parties engaged by AgroVision, including temporary agency workers, payrollers and self-employed persons, will also be obliged to maintain confidentiality.

Security

The Processor will take all appropriate technical and organisational measures to protect the customer's personal data from loss or any form of unlawful processing. To this end, AgroVision complies with the ISO 27001 Information Security Management System.

These measures are considered to constitute an appropriate level of security within the meaning of the GDPR and comprise the following:

- Security risks are identified annually by carrying out risk analyses on the basis of which action is taken.
- Only authorised staff have access to the personal data.
- Physical locations are closed to unauthorised persons. The building is accessible to AgroVision's own staff with a security card or key, which is collected when staff leave the company.
- Visitors are always given a badge and are only allowed into the building under supervision. There is an awareness among staff to actively ask what a visitor is doing if they are alone in a department.
- The application servers are always updated with the latest security patches and the virus scanners are also updated automatically.
- Privacy-sensitive information is only sent via encrypted connections (SSL).
- All data (i.e. including privacy-sensitive data) is protected by logical access controls, such as personal access codes or a trust relation between applications.
- Passwords are always stored in encrypted form.
- Access to the systems is logged and monitored.
- Recovery procedures are actively tested (2 times a year).
- When designing our software, privacy by design is applied in the following way: When designing the software, we first check whether we actually need data and can minimise it, after which the processing procedure is analysed to ensure that the access to the data, the transport of the data and the storage are safe and controlled.

AgroVision may make changes to the security measures in place if, in the opinion of AgroVision, this is necessary in order to continue to provide an appropriate security level. The customer will be informed of any relevant changes.

The customer may request AgroVision to take further security measures. AgroVision will not be obliged to make any changes to its security measures upon such a request. If AgroVision does make these changes, the customer may be charged for the costs associated with this request if this is provided in an agreement to this end.

Audit

During the term of the agreement, the customer will have the right to have compliance with this Data Processing Agreement verified by an independent expert in consultation with AgroVision, for example by conducting an audit. The customer will bear all costs associated with this inspection, unless the audit shows that AgroVision has committed a serious breach of this Data Processing Agreement.

Sub-processors

AgroVision uses the following sub-processors:

- ZitCom - Højvangen 4, 8660 Skanderborg, Denmark (within EU)
- Equinix - Auke Vleerstraat 1, 7521 PE Enschede, Netherlands (within EU)
- Rackspace Limited - 5 Millington Road, Middlesex UB3 4AZ, United kingdom (within EU)
- UniWeb bvba - 's Herenweg 16, 1860 Meise, Belgium (within EU)
- UViON bvba - Zonnebloemstraat 37, B-9700 Oudenaarde, Belgium (within EU)
- Microsoft Nederland - Evert van de Beekstraat 354, 1118 CZ Schiphol, Netherlands (within EU)

The data centres used by AgroVision are solely located in the EU and are subject to EU laws and regulations and comply with strict European legislation with regard to logical and physical access security and continuity. The data centres are at least ISO 27001 certified. AgroVision and the sub-processor process (personal) data exclusively within the European Economic Area.

Liability

AgroVision's liability arising from any failure on the part of AgroVision to comply with the Data Processing Agreement is subject to the limitation of liability set out in the General Terms and Conditions. AgroVision will be liable for any direct damage in relation to personal data caused by any act or omission by the sub-processor subject to the limitation of liability set out in the General Terms and Conditions. The applicable limitation of liability will not apply in the event of gross negligence or wilful misconduct on the part of the sub-processor. AgroVision will also not be liable in the event of force majeure (as defined in the General Terms and Conditions) on its own part or on the part of the sub-processor.

Privacy Rights

AgroVision has no control over the personal data provided by the customer. Without necessity, given the nature of the instructions given by the customer, explicit consent of the customer or a statutory obligation, AgroVision will not provide the data to third parties or process it for purposes other than those agreed upon. The customer guarantees that the personal data may be processed on a basis stated in the GDPR and indemnifies AgroVision against any claims from third parties.

AgroVision will, however, provide personal data to third parties if the disclosure is necessary as a result of a court decision, a statutory regulation or an order authorised by a government agency. AgroVision also obliges sub-processors, as stated above, to meet such necessary requirements too. AgroVision will inform the customer of this.

Data Subjects

The customer is responsible for the entered data of the data subjects and for informing the data subjects of and assisting them with their rights. AgroVision will never respond to requests from data subjects and will always refer to the data controller. To the extent the application allows this, AgroVision will provide its cooperation to the customer so that the customer can comply with its statutory obligations in the event that a data subject exercises its rights under the GDPR or other applicable regulations regarding the processing of personal data.

Duty to Report Data Leaks

The GDPR requires that any data leaks be reported to the Data Protection Authority by the data controller. AgroVision will therefore not report this itself to the Data Protection Authority. Naturally, AgroVision will provide the customer with accurate, timely and complete information about relevant incidents, allowing the customer, as the data controller, to meet its statutory obligations. The Data Protection Authority's Policy Rules on the Duty to Report Data Leaks provide more information about this.

If the customer submits a (preliminary) report to the Data Protection Authority and/or the person(s) involved about a data leak at AgroVision, without the customer having previously discussed this with AgroVision, the customer will be liable for any damage and costs incurred by AgroVision. The customer is also obliged to immediately withdraw such a notification insofar as possible.

Determination of Data Leak

To determine a data leak, AgroVision uses the GDPR and the Policy Rules on the Duty to Report Data Leaks as a guideline.

Notification to Customer

If a security incident or data leak is discovered at AgroVision, AgroVision will inform the customer of this as soon as possible after AgroVision becomes aware of the security incident or data leak. In order to achieve this, AgroVision will ensure that all its staff are and remain able to identify a data leak and expects its customers to enable AgroVision to do so. For the sake of clarity: If there is a data leak at an AgroVision sub-processor, AgroVision will of course report this too. AgroVision is the point of contact for the customer. The customer does not need to contact AgroVision's sub-processor.

Providing Information

AgroVision will immediately attempt to provide the customer with all the information the customer needs to notify the Data Protection Authority and/or the data subject(s).

Notification Period

The GDPR states that a report must be submitted 'immediately'. According to the Data Protection Authority, this means without undue delay and, if possible, no later than 72 hours after its discovery by the data subject. If a security incident occurs, AgroVision will notify the customer as soon as possible, but no later than 48 hours after its discovery of the security incident. The customer will have to make its own assessment as to whether the security incident qualifies as a 'data leak' and must be reported to the Data Protection Authority.

Progress and Measures

AgroVision will keep the customer informed on progress and the measures taken. AgroVision records all security incidents and handles them according to a standard procedure (workflow).

Deleting Data

After termination of the agreement, AgroVision will, if you so wish, delete all personal data within one month so that it can no longer be used and is no longer accessible.

Can we change this document?

Yes, our Data Processing Agreement may be amended from time to time. If there are new data processing operations, we will amend the agreement accordingly. We will then also send you the amended Data Processing Agreement.

Contact

If you have any questions about this Data Processing Agreement, please contact our Data Protection Officer, Aldert Nagel, by telephone (0570 - 664 111) or email (info@agrovision.nl).