

Data processing agreement

1. Background and parties to the agreement

This agreement (“The agreement”) is regarding when Happybooking International AB, Org. Nr. 559021-8185, Aurorum 2, 97775 Luleå, Sweden, (“HappyBooking”) provides services to Customer according to the definition stated below.

This agreement is a supplemental agreement to the main terms and conditions:

<https://www.happybooking.se/en/terms-and-conditions/>

HappyBooking is a developer and provider of web-based booking services. The main user group is hotels, hostels, motels and camping locations, but also other types of organizations that deal with bookings, for example but not exclusively, parking spots, conference organizers or organizers of activities. The software is licensed by the customer for a fee and stored together with customer data on the Microsoft Azure® cloud service.

The parties are referred to hereinafter as “Parties”.

2. Definitions

This agreement has matching definitions as found in article 4 of the European Parliament regulation 2016/679, General Data Protection Regulation (“GDPR”), which among other things define that:

Personal data

Personal data means any information relating to an identified or identifiable natural person (“data subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing

Processing means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Controller

Controller means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

Processor

Processor means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

Personal data breach

Personal data breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

Customer

A natural or legal person, agency or other body which enters into this agreement with HappyBooking.

User

A person who at all times shall have access to the services as an employee or contractor for the Customer. To user we also include the system administrator.

System administrator

The person that is charge of the account for the Customer and has signed the agreement with HappyBooking.

3. Contents and purpose

- 3.1. The parties have previously or in connection with this agreement entered an agreement regarding the terms and conditions for using the HappyBooking service (<https://www.happybooking.se/en/terms-and-conditions/>) hereinafter referred to as the "Main agreement"
- 3.2. Within the commitments followed by the Main agreement the processor may process personal data on behalf of the controller. Due to this reason the Parties enter this agreement, in accordance with article 28 of the GDPR, to regulate the conditions of the processors processing of personal data belonging to the controller.

4. About the personal data processing

- 4.1. The controller is responsible to see that the personal data processed within the guidelines of the Main agreement are being processed in accordance with GDPR.
- 4.2. The processor commits to only process the personal data agreed upon in this agreement, the Main agreement and other documented instructions given by the processor. The processor can not process personal data for its own purposes.
- 4.3. The processor may process the following types of personal information:
 - Social security numbers
 - Names
 - Telephone numbers
 - Addresses
 - E-mail addresses
 - Preferences and requests
 - IP-addresses and times for interactions with the system

The Processor shall keep a record of the data processing performed in accordance with this agreement and keep this record available for the Controller and relevant authorities so that it can be served as a basis for monitoring the processing.

- 4.4. The Processor shall immediately inform the Controller if the Processor is unable to fulfill its obligations in accordance with this agreement or if the Processor considers instructions provided by the Controller to be in conflict with the GDPR.

5. Sub-processor

- 5.1. The Processor does not have the right to engage another processor (“Sub-processor”) to perform any personal data processing without first getting the approval of the Controller.
- 5.2. If the Controller gives approval for a Sub-processor the Processor is obliged to make certain the Sub-processor signs a data processing agreement before the Sub-processor begins processing any data that has relevance to the Controller. Such an agreement needs to have, as a minimum, the same commitments and obligations as this agreement. The Controller has the right to partake of the agreement and give approval of it before it is signed by the Sub-processor.
- 5.3. If the Sub-processor does not fulfill their obligations, the Processor is responsible towards the Controller to fulfill the Sub-processors obligations. The Controller is responsible for the Sub-processors processing and obligations as if they were the Controllers own.
- 5.4. The Controller approves that HappyBooking shares personal data with external systems that is necessary to share for the ongoing operations of the system. The external services can be, inter alia, e-mail sending services and SMS sending services. HappyBooking guarantees that the amount of personal data sent to these services are kept to a minimum needed for the functionality of that service.

6. Records of data processing

The Processor will keep a record of all categories of data processing done on behalf of the Controller and at request make such a record available for the Controller or relevant regulators. The record will be kept in accordance with article 30 of the GDPR.

7. Security and confidentiality

- 7.1. The Controller guarantees to perform suitable technical and organizational measures in such a way that the processing of personal data described within this document is in agreement with GDPR (in particular article 32).
- 7.2. When deciding on a suitable security level, consideration must be taken to the risks that the processing leads to. E.g. unintentional or intentional removal of data; loss, change or unauthorized distribution of data; unauthorized access to data that has been transferred, stored or otherwise processed.
- 7.3. The Processor guarantees to take appropriate measures to ensure that every natural and legal person that performs tasks with the Processors supervision and that gets access to personal data, only processes these on instruction from the Controller and have committed themselves to confidentiality.
- 7.4. The Processor is responsible for taking appropriate measures to ensure that every natural person that has access to any personal data described within this document has sufficient knowledge and training to be able to process the personal data in a safe and effective way.

8. Data breach incident

- 8.1. In the case that a personal data breach has occurred the Processor will notify the Controller without unnecessary delay as soon as the Processor has realized that the breach has occurred. The report will include the following information:
 - a) describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
 - b) describe the likely consequences of the personal data breach;
- 8.2. The Processor shall on the request of the Controller, swiftly assist in fulfilling their obligations in reporting the incident to the relevant supervisory authorities.

9. Impact assessment

Taken into account type of data processing and the information that the Processor has at its disposal, the Processor shall assist the Controller to see to that articles 35 and 36 in GDPR are fulfilled.

10. Subject access requests

- 10.1. In the cases where a registered person or third party requests information from the Processor regarding personal data belonging to the Controller, the Processor shall redirect the person or third party to the Controller
- 10.2. The Processor will assist the Controller through appropriate technical and organizational means to the extent which is possible, so that the Controller can fulfill their obligations to respond to the subject access requests in accordance with GDPR

11. Access to information

- 11.1. The Processor shall give the Controller access to all the information necessary to demonstrate compliance with the obligations laid down in article 28 of the GDPR.
- 11.2. The Controller has the right to, themselves or through third party, audit the Processor or through other means verify that the Processors method of processing personal data is in compliance with this agreement. In such an audit the Processor shall give the Controller the assistance needed for the implementation of the audit.
- 11.3. The Processor shall document the measures taken to meet compliance with this agreement, GDPR or other relevant regulations. The Controller shall at all times have access to this documentation.

12. Illicit storage of personal data and unauthorized usage of the system

The Customer and the Controller have the obligation to verify that no unauthorized user or system administrator working for Customer are entering personal data that are not in compliance with GDPR. The Controller has the obligation to audit comments made about customers and bookings in the system to verify that these are relevant and in compliance with GDPR and applicable laws.

13. Cessation of agreement

In case of cessation of the Main agreement the Processor shall at the request of the Customer either a) delete all personal information belonging to the Customer, b) send them in a machine readable format.

14. Governing laws and dispute settlement

This Agreement shall be executed, performed and interpreted in accordance with laws and regulations of Sweden. Dispute settlement is regulated in the Main agreement. In case dispute settlement is not regulated in the Main agreement and parties fail to reach a settlement the dispute will be settled by Swedish general court.

This agreement has been digitally agreed on by the Users and System administrator(s). The Customer has the obligation to verify that the appropriate person has approved this agreement.