

Data Sub-Processing Agreement
Between
Adviesburo Pompoen
and its clients (“Contracting Party”)

Reference is made to the General Terms and Conditions (the “Agreement”) agreed to apply between Adviesburo Pompoen, having its registered office and principal place of business in Utrecht at Van Diemenstraat 19 (3531 GG), listed in the Commercial Register of the Chamber of Commerce under number 64358577 and its clients (the “Contracting Party”), under which Adviesburo Pompoen will provide SMS-Gateway Services (“Services”) to the Contracting Party and (if applicable) for the benefit of the members of the Contracting Party Group.

WHEREAS:

1. The Contracting Party is the Data Processor that processes Personal Data on behalf of and under the instruction(s) of the Data Controller and transfers Personal Data to the Sub-Processor for the purpose of provision of the Services;
2. Adviesburo Pompoen is the Sub-Processor engaged by the Data Processor who agrees to receive Personal Data intended for processing on behalf of the Data Controller and in accordance with its instructions for the purpose of provision of the Services;
3. The Data Processor requests the Services to be supplied as described in and on the terms of the Agreement;
4. The Data Processor will transfer to the Sub-Processor all relevant Personal Data necessary and relevant for the agreed fulfilment of the provision of the Services on behalf of the Data Controller;
5. The Data Controller is not a party to this Agreement. The Data Processor guarantees that it acts upon Data Controller’s instructions when sub-processing to the Data Sub-Processor.
6. This Agreement will go into effect on the 25th of May 2018.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS & INTERPRETATION

1. In this Data Sub-Processing Agreement, unless otherwise defined, all capitalized words and expressions will have the same meanings as are assigned to them in the Agreement.
2. In this Data Sub-Processing Agreement, the Appendix attached forms a binding part of the Agreement.
3. In the event of conflict or inconsistency between this Data Sub-Processing Agreement and any of the terms and conditions of the Agreement, including any in respect of data protection, this Data Sub-Processing Agreement will be given precedence, unless otherwise set out herein.
4. Definitions: For the purpose of this Agreement:

Alternative Adequate Level of Protection: means (i) the country where Adviesburo Pompoen’s non-EEA Subcontractors are located and recognized by the European Union to have a similar or adequate level of protection of Personal Data as described in the Applicable Data Protection Laws, or (ii) Adviesburo Pompoen’s non-EEA Subcontractors that have fully implemented EU Model Contract Clauses that provide adequate safeguards as recognized Article 46 of the GDPR, or (iii) has any other similar program in place that is recognized as providing an adequate level of protection by the European Commission, National Authority or applicable law.

Data Controller: means the Data Processor's customer who, either alone or jointly or in common with others, determines the purposes and means in which any Personal Data is to be Processed by the Data Processor and any other third party engaged to process the Personal Data on its behalf.

Data Processor: means the Party who Processes the Data Controller's Personal Data on behalf of the Data Controller in accordance with its instructions.

Data Processing Agreement: refers to the Data Processing Agreement that governs the processing of Personal Data entered between the Data Processor and each of its Data Controller(s).

Data Protection Law(s) or Applicable Data Protection Law(s): means local data protection legislation or any statutory equivalent in force in any part of the world which is relevant to the Personal Data, including the General Data Protection Regulation in due time.

Data Subject: means the person whose Personal Data is (to be) Processed by the Data Processor and by the Data Sub-Processor engaged by the Data Processor and by any Subcontractor engaged by the Data Sub-Processor on behalf of the Data Controller.

Data Sub-Processor or Sub-Processor: means any third party processor engaged by the Data Processor on behalf of the Data Controller who agrees to receive from the Data Processor, the Data Controller personal data exclusively intended for processing activities to be carried out by the Data Processor on behalf of the Data Controller, after the transfer in accordance with the Data Controller's instructions, the terms of this Agreement and the terms of the data processing agreement entered between the Data Processor and the Data Controller.

Data Sub-Processing Agreement: refers to the present Agreement entered between the Data Processor and the Sub-Processor, in accordance with Article 28(4) of the General Data Protection Regulation.

EEA: means European Economic Area which includes the EU Member States and the three EEA EFTA States (Iceland, Liechtenstein, and Norway).

General Data Protection Regulation (GDPR): means Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC - to apply on 25 May 2018.

Personal Data Breach: means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed; such as in the loss of control over their Personal Data or limitation of their rights, discrimination, identity theft or fraud, financial loss, unauthorized reversal of pseudonymization, damage to reputation, loss of confidentiality of Personal Data protected by professional secrecy or any other significant economic or social disadvantage to the Data Subject concerned.

Personal Data, Contracting Party Personal Data or Data Controller Personal Data: means any information relating to an identified or identifiable natural person; 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, psychological, genetic, mental, economic, cultural or social identity of that natural person – provided to Sub-Processor for the purpose of Sub-Processor rendering Services for the Contracting Party.

Process or Processing: means any operation or set of operations which is performed upon the Data Controller Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction. Any derivative of the word Process has a corresponding meaning.

Service(s): means the processing carried out by the Data Sub-Processor and, if any, by the Data Subcontractors for the purpose of fulfilling (part of) Data Processor's Services on behalf of the Data Controller. The Services are subject to terms and conditions as described in the Agreement.

Subcontractor: also referred to as "subsequent sub-processor", means any third party who contracts with the Sub-Processor in order to perform part of the Sub-Processor's processing activities. As envisaged by Adviesburo Pompoen Privacy Policy applicable to the Agreement, as well as the nature of the business Adviesburo Pompoen operates in, telecom operators and other telecom service providers are explicitly excluded from the definition of Sub-Processor under this agreement. Telecom service providers are appointed, instructed or otherwise engaged with on behalf of the Contracting Party. Notwithstanding, on-going due diligence as well as contractual sufficient guarantees are still required to be taken.

Technical and Organizational Security Measures or Sufficient Guarantees: means those measures aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

2. INSTRUCTIONS

1. In this Data Sub-Processing Agreement the Contracting Party shall act as Data Processor and Adviesburo Pompoen shall act as Data Sub-Processor, regarding any Personal Data. The Contracting Party is responsible for the legitimacy of the Sub-Processing of the Personal Data and any transfer of the relevant Personal Data to a third party.
2. The Contracting Party hereby instructs Adviesburo Pompoen to carry out part of the Processing. Adviesburo Pompoen shall only process Personal Data in accordance with the instructions from the Contracting Party and only for the purposes authorized by the Contracting Party acting on behalf of the Data Controller. Any material alterations to the Personal Data being processed and the procedures employed will be discussed, agreed, and recorded. Adviesburo Pompoen may supply information or outsource Processing services to third parties or individuals, such as Subcontractors, only in accordance with Clause 9 of this Agreement.
3. The Contracting Party may issue additional instructions or amend the instructions as provided in this Data Sub-Processing Agreement where it has been instructed to do so by the Data Controller, for instance as a result of changes in or amendments to Data Protection Law, as may take place from time to time. When that takes place, the Contracting Party will issue any such additional or amended instructions in writing pursuant to

Clause 14 (Notices). The Contracting Party will immediately provide Adviesburo Pompoen with written confirmation or an e-mail (in text form) if it issues oral instructions.

4. In the event Adviesburo Pompoen reasonably believes that the Contracting Party's instructions conflict with the requirements of the Applicable Data Protection laws or other EU or Member State law (applicable law), Adviesburo Pompoen will immediately inform the Contracting Party that the instructions do not comply with the applicable law, in order for the Data Controller to amend the respective instruction accordingly. Upon reasonable assessment, the Contracting Party and Adviesburo Pompoen will not carry out any instructions that are not in line with applicable laws and regulations until the Data Controller issues new instructions which are compliant with the applicable legal framework.

3. PROVISION OF DATA CONTROLLER PERSONAL DATA

1. The Contracting Party is solely responsible to ensure the collection of Personal Data is carried out in accordance with the applicable laws.
2. The Contracting Party will only transfer the Personal Data to Adviesburo Pompoen and its subsequent processors (Subcontractors) when no effective objection has been raised by the Data Controller upon appointment of the Contracting Party or following any lawful arrangement as agreed by the Data Controller and the Contracting Party in respect the transfer/sub-processing of Personal Data.
3. The Contracting Party will provide Personal Data to Adviesburo Pompoen pursuant to the present Data Sub-Processing Agreement for the purpose of Adviesburo Pompoen rendering the Services to the Contracting Party and/or any other members of the Group and Adviesburo Pompoen will have access to the Personal Data in the course of rendering the Services as instructed by the Contracting Party.
4. The Personal Data provided by the Contracting Party will be restricted to the Personal Data of the Data Subjects that are connected to the Contracting Party and that are relevant for the provision of the Services.
5. The Contracting Party may specify the retention period(s) related to the Personal Data provided as long as they comply with the applicable laws.

4. USE OF DATA CONTROLLER PERSONAL DATA

1. Adviesburo Pompoen may Process Personal Data only for the purpose of providing Services to the Contracting Party or any other purpose as mutually agreed in the Agreement on behalf of the Data Controller.
2. Adviesburo Pompoen shall, as instructed by the Contracting Party, correct, delete or block the data being processed under the Agreement. If a Data Subject should request the correction or deletion of their data, Adviesburo Pompoen will, as imposed to it by the applicable laws and regulations comply with its own obligations, and pass this request without undue delay to the Contracting Party. Such instruction shall not impact the delivery of the agreed Services, and delivery failures caused by such instructions will be on Adviesburo Pompoen's responsibility.

5. AUDIT AND COMPLIANCE

1. The Contracting Party has the right, in relation to its Personal Data, to review:
 - a. the security measures taken by Adviesburo Pompoen;
 - b. the compliance with Data Protection Law by Adviesburo Pompoen; and
 - c. the compliance with this Data Sub-Processing Agreement by Adviesburo Pompoen;

at any time during normal working days and normal working hours, subject to notice given in advance with a reasonable notice period and without interrupting Adviesburo Pompoen's business operations and only when there is reasonable doubt that Adviesburo Pompoen is not adhering to the Agreement. The Contracting Party is not allowed to perform more than one audit per two years.

2. The review may take place at the Adviesburo Pompoen's place of business by inspecting the stored Personal Data in a storage facility or data center, or by inspecting the processing activities taking place at the premises of Adviesburo Pompoen. The Contracting Party reserves the right to contract a qualified third party to perform the audit. The Contracting Party will ensure that this third party will apply the same confidentiality and security standards as Adviesburo Pompoen does. The Contracting Party is solely liable for the expenses arising out of regular audits on behalf of the Data Controller (including the appointment and remuneration of the qualified auditor and the costs of Adviesburo Pompoen made in order to facilitate the qualified third party).

6. RIGHTS AND OBLIGATIONS OF SUB-PROCESSOR

1. Adviesburo Pompoen may Process Personal Data on behalf of the Data Controller and in compliance with its instructions in accordance with the present Data Sub-Processing Agreement pursuant to Clauses 2 (Instructions) and 4 (Use of Data Controller Personal Data). Adviesburo Pompoen will conduct the Processing in full compliance with Data Protection Laws. Details regarding the processing activities as described in Article 28.3 GDPR will be listed in Annex II, which forms an integral part of this Agreement.
2. Adviesburo Pompoen is obliged to provide information and cooperate when the Data Processor conducts a review as described in Clause 5 (Audit and Compliance); however, Adviesburo Pompoen shall not be required to disclose any commercial secrets (including, without limitation, algorithms, source codes, etc.). Adviesburo Pompoen also will reasonably assist the Contracting Party (at Contracting Party's expenses) in the event of data protection checks or audits by a Data Protection Authority or any relevant third party appointed by the Contracting Party on, to the extent that such checks or audits relate to the Processing under this Data Sub-Processing Agreement.
3. Adviesburo Pompoen shall implement all appropriate technical and organizational measures in such a manner that processing will meet the requirements of the GDPR and especially ensure the protection of the rights of the Data Subjects. These measures must ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services in connection with the Processing of the Personal Data. They also must restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident.
4. All persons employed or controlled by Adviesburo Pompoen who can access Personal Data in the course of performing their duties for the Contracting Party must understand the obligations to keep the Personal Data confidential and must be bound by appropriate non-disclosure obligations. Both the Contracting Party and Adviesburo Pompoen must instruct their respective employees on their particular data protection obligations arising from this Data Sub-Processing Agreement and the existence of their duty to act as directed or for the purpose stipulated.
5. Adviesburo Pompoen will not use Personal Data for any other purposes, in particular, providing such data to third parties. No copies or duplicates of Personal Data will be made without the Contracting Party's knowledge and agreement, in the terms agreed in Clause 8; except when copies must be made for security purposes to ensure that personal data can be preserved in order to comply with legal requirements and when the third parties are Subcontractors approved as per Clause 9 (Sub-Processing).

6. Adviesburo Pompoen shall validate its processing by means of regular inspections to confirm that the contract is being performed as agreed. In particular, Adviesburo Pompoen shall confirm compliance with the regulations governing the performance of the contract and, if appropriate and necessary, any adjustments shall be made thereto.
7. Adviesburo Pompoen will inform the Contracting Party in accordance with its own Personal Data Breach Notification Policy, if a Data Breach occurred related to the Personal Data within the Processing services or when the breach occurred at the Subcontractor's end, by contacting the Contracting Party focal point as set forth in Clause 14 (Notices) without undue delay and as soon as practically possible after the Sub-Processor became aware of the Personal Data Breach, in accordance with the applicable laws. The Contracting Party is solely responsible to forward the notification to the relevant Data Controller(s) whose data has been materially affected by the data breach that will be ultimately responsible to inform the formally designated authority and/or Data Subject, if necessary. Adviesburo Pompoen shall promptly provide the Contracting Party with all relevant information that can be provided in the respective time frame, due to the difficulty and complexity of the breach, as requested by the Contracting Party regarding the respective Personal Data Breach. The notification of a Personal Data Breach to the Contracting Party needs to include at least:
 - a. a description of the Personal Data Breach, including the date and time the security breach was discovered;
 - b. an overview of the Personal Data that was (potentially) lost or unlawfully processed as a result of the Data Security Breach, including where possible, the categories and approximate number of Data Subjects concerned and the categories and the approximate number of Personal Data Records;
 - c. information on the consequences of the Personal Data Breach; and
 - d. a description of the measures taken or proposed to be taken by Adviesburo Pompoen to limit the consequences of the Personal Data Breach.
8. At the request of the Contracting Party, Adviesburo Pompoen will allow the Contracting Party access to the Personal Data processed under this Data Sub-Processing Agreement as soon as possible. Adviesburo Pompoen shall, at the request of the Contracting Party, also provide a copy of all Personal Data processed under this Data Sub-Processing Agreement, or a copy of all Personal Data on a particular Data Subject. In addition to providing a copy of all documents that contain Personal Data, Adviesburo Pompoen must also provide an inventory of all systems that contain Personal Data.
9. Adviesburo Pompoen shall inform the Contracting Party as soon as possible if:
 - a. a formally designated authority demands the access to Personal Data;
 - b. any request received by the Sub-Processor or any Subcontractor from the Data Subjects without responding to that request, unless it has been otherwise authorized to do so; or,
 - c. a formally designated authority has taken measures against the Sub-Processor, unless the Sub-Processor is by law prohibited from informing Data Processor about the request of such authority or the measures taken.

7. SECURITY

1. Adviesburo Pompoen shall implement appropriate technical and organizational security measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other forms of unlawful Processing services (including but not limited to, unnecessary collection or further Processing services) These measures shall, taking into account the state of the art and the costs of the implementation and execution of the measures, ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected.

2. The details of the measures that Adviesburo Pompoen implements can be shared with the Contracting Party upon written request.

- 8. ADDITIONAL REQUIREMENTS FOR TRANSFER OF PERSONAL DATA OUTSIDE THE EEA (INTERNATIONAL TRANSFER)**
 1. Adviesburo Pompoen will not transfer Personal Data outside the EEA on its own account; nevertheless, whether a transfer of Personal Data outside of the EEA occurs is dependent on the use of the Services by the Contracting Party and the location of its end-user(s).
 2. When the performance of the Services involves a transfer of Personal Data to Subcontractor(s) located outside the EEA, the Contracting Party gives Adviesburo Pompoen the mandate to sign appropriate contractual clauses with any non-EEA based Subcontractor(s) in the Contracting Party's name and on behalf of the Contracting Party, as instructed by the Data Controller, implementing, when required, the EU Model Contract Clauses - unless an Alternative Adequate Level of Protection applies to the non-EEA Subcontractor.

- 9. SUB-PROCESSING BY THE SUB-PROCESSOR (SUBCONTRACTORS)**
 1. Adviesburo Pompoen will take all available and appropriate contractual steps to ensure that when a Subcontractor is engaged:
 - a. Adviesburo Pompoen's use of any subsequent processor to Process Personal Data is limited to the purposes necessary to fulfill (part of) the Services;
 - b. the same data protection obligations as set out in this Data Sub-Processing Agreement shall be imposed on that other processor by way of a contract or other legal act under Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the applicable law, and;
 - c. Adviesburo Pompoen remains fully liable to Contracting Party under this Agreement for all acts and omissions of such third party in every way as if Adviesburo Pompoen performed the Services.
 2. Adviesburo Pompoen will not permit Subcontractors to Process Personal Data in connection with its obligations to the Contracting Party without the prior written consent of the Contracting Party, unless necessary for the fulfilment of the Services by Adviesburo Pompoen in accordance with industry practice, and terms of use, and provided that the conditions under Clause 9.1(a)-(c) are met. In accordance with Adviesburo Pompoen's Privacy Policy, applicable to the Agreement, as well as the nature of the business Adviesburo Pompoen operates in, the employment of telecom operators and other service providers is deemed to be considered as necessary for the fulfilment of the Services by Adviesburo Pompoen within the meaning envisaged in the first sentence of this paragraph. Telecom service providers are appointed, instructed or otherwise engaged with on behalf of the Contracting Party. Notwithstanding, on-going due diligence as well as contractual sufficient guarantees are still required to be taken as described in paragraph 1 of this Clause.
 3. Without prejudice to the provisions of paragraph 2 of this Clause:
 - a. If Subcontractors are known at the time of execution of this Data Sub-Processing Agreement, their names will be listed in Annex I, including information about their function and location. The Subcontractors listed in the Annex I are hereby approved for the areas of work specified therein.
 - b. If Adviesburo Pompoen is to instruct a Subcontractor other than the Subcontractors listed in Annex I, Adviesburo Pompoen must notify the Contracting Party thereof in writing (email to the email address(es) on record in Adviesburo Pompoen's account information for Contracting Party is sufficient) and must give the Contracting Party the possibility to object against the appointment of the Subcontractor within 10 days after being notified. When no objection has been recorded, the Contracting Party agrees the obligations under this paragraph have been met and it will be qualified as an implicit general approval.

4. Pursuant to paragraph 3(b), the Contracting Party will be able to object to the appointment of Subcontractor(s) only on the basis of data protection deficiencies, if it reasonably proves that the obligations and standards agreed by Adviesburo Pompoen and its Subcontractors have not been met. If Adviesburo Pompoen and the Contracting Party are unable to resolve such objection, either party may terminate the Services by providing written notice to the other party. The Contracting Party shall receive a refund of any prepaid but unused fees for the period following the effective date of termination.
5. In accordance with this Clause, and in conjunction with Clause 10 (Liability and Indemnity), where the Subcontractor fails to fulfil their respective data protection obligations under the relevant contractual relationships, Adviesburo Pompoen shall remain fully liable to the Contracting Party for the performance of the Subcontractor's obligations under such agreement.

10. LIABILITY AND INDEMNITY

1. Adviesburo Pompoen will fully indemnify and hold the Contracting Party harmless against all direct losses, claims, damages, fees and expenses incurred by Contracting Party as a result of breach of this Data Sub-Processing Agreement by Adviesburo Pompoen (or its Subcontractors) and related to the Processing services.
2. The Contracting Party will fully indemnify and hold Adviesburo Pompoen harmless against all direct losses, claims, damages, fees and expenses incurred by Adviesburo Pompoen as a result of breach by the Contracting Party of the present Data Sub-Processing Agreement.
3. The Limitation of the Liability as agreed in the Agreement shall also be applicable to this Agreement. Adviesburo Pompoen is liable for the harm caused by any of its (or its Subcontractors) processing activities that are not in compliance with its obligations under this Agreement.
4. The claim rights arising out of this Clause are limited to the ones allowed by the applicable data protection framework.

11. GOVERNING LAW

This Data Sub-Processing Agreement will be governed by the laws of The Netherlands, and the Parties submit to the exclusive jurisdiction of Amsterdam courts for all purposes connected with this Agreement, including the enforcement of any award or judgement made under or in connection with it.

12. DURATION

1. This Data Sub-Processing Agreement will enter into effect on May 25th 2018 and will remain effective notwithstanding the termination of the Agreement.
2. Where Personal Data is no longer required by Adviesburo Pompoen for the performance of the Services, or required by laws and regulations, Adviesburo Pompoen shall return or destroy the Personal Data upon the Contracting Party's first request. When Personal Data is either returned or destroyed, this Data Sub-Processing Agreement will expire automatically.

13. OBLIGATION AFTER THE TERMINATION OF PERSONAL DATA-PROCESSING SERVICES

1. Adviesburo Pompoen warrants that it will guarantee the confidentiality of the Personal Data transferred and will not actively Process the Personal Data transferred after the termination of the Agreement.
2. Adviesburo Pompoen warrants that upon request of the Contracting Party, and/or of the formally designated authority, it will submit its Data Processing facilities for an audit of the measures referred to in paragraph 1, in accordance with Clause 5 of this Agreement.

14. NOTICES

The Parties will send any communications or notices required under this Data Sub-Processing Agreement in writing by e-mail

ANNEX I - LIST OF APPROVED SUBCONTRACTORS

[Placeholder for approved Subcontractors]

Sub-Processor's Material Subcontractors are:

Subcontractor(s)	Processing Purposes	Location
Hostnet bv De Ruyterkade 6, 1013 AA Amsterdam	Hosting Provider	EU https://www.hostnet.nl/
Yourhosting bv Ceintuurbaan 28, 8024 AA Zwolle	Hosting Provider	EU https://www.yourhosting.nl/
MessageBird BV	Cloud Communication Platform	EU https://messagebird.com/nl/

ANNEX II - DETAILS OF PROCESSING

Subject Matter	<p>SMS Gateway Services</p> <p>The Contracting Party buys the service 'SMS-Gateway' from Adviesburo Pompoen. By means of this service, the Contracting Party can send SMS-messages to groups of (mobile) phones. Depending on the nature of the Agreement and the use of the services, SMS-messages may be sent through several technical protocols including: API and SMPP and/ or via the webportal of Adviesburo Pompoen. As of the Commencement Date, Likewise, the Contracting Party may have access to the Platform and receive personal login data for the webportal of Adviesburo Pompoen.</p>
Purpose of Processing	<p>The information Adviesburo Pompoen collects, uses and in any other way processes is solely for the provision of communication products and services on behalf of the Contracting Party, including transmittal to or from Adviesburo Pompoen's software application from or to the publicly-switched telephone network (PSTN) or other specified origination and termination points. In accordance with legal obligations, Adviesburo Pompoen might be required to retain, disclose or any way process the Personal data.</p>
Categories of Personal Data	<p>Personal data contained in communications sent or received by the Contracting Party through Adviesburo Pompoen's platform. Alongside content data, that includes, among others, phone numbers and location data. The precise Personal Data that the Contracting Party will transfer to Adviesburo Pompoen is necessarily determined and controlled solely by the Contracting Party as instructed by the Data Controller.</p> <p>The Categories of Personal Data are:</p> <ul style="list-style-type: none"> ● telephone number of the originator (if applicable) ● telephone number of the recipient ● location details (if applicable) ● communication content <p>Special categories of Personal Data. Adviesburo Pompoen does not intentionally collect or process any special categories of data in the provision of its products and/or services. Notwithstanding, special categories of data may be processed by Adviesburo Pompoen where the Contracting Party as instructed by the Data Controller and/or when the end users decide to include this type of data within the communications it transmits when using Adviesburo Pompoen's products and/or services. As such, the Contracting Party as instructed by the Data Controller is solely responsible for ensuring the legality of any special categories of data it or its end users choose to process using Adviesburo Pompoen's products and/or services.</p>

Categories of Data Subjects	<p>The nature of the Data Subjects depends on the use case the Contracting Party uses the Services for.</p> <p>The Categories of Data Subjects are: Reminders or informative messages sent to Contracting Party's clients, patients and/or customers.</p>
Duration of Processing	<p>In accordance with Clause 12.1, the retention period is set at: 12 months after transmission.</p>