

## **PRIVACY STATEMENT DELIVERYMATCH B.V.**

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### **PRIVACY POLICY**

DeliveryMatch B.V. complies with the law and regulations set by the 'Autoriteit Persoonsgegevens' and the EU ('wet bescherming persoonsgegevens' and 'algemene verordening gegevensbescherming')

At DeliveryMatch B.V. we intend to give you as much control as possible over your personal information and to us it is important that you feel comfortable in visiting our Web site/DMS. There are times, however, when we may request information from you and/or your customer. We may process the following information of our customers and their customers in order to fulfil the services we provide to our customers;

- Name, Address, Postalcode, City, Country,
- e-Mail Address,
- Phonenumber,
- Purchased Products (description, weight, dimensions, quantity),
- Purchase Amount,
- Chosen Shipping Option and Costs, Ship From Address, Carrier Information.

Any personal information that you may give us directly or via our customers may be used in the following ways;

- If you give us personal information in order to receive information in return from us - for instance annual reports or other information about DeliveryMatch B.V. - we may collect and store that information. That information enables us to fulfill your information request.
- We may also use such personal information provided by you for marketing and promotional purposes. If you do not want this information to be used by us for these purposes, you can simply "opt-out" by submitting your request to DeliveryMatch B.V.
- Personal information of our customers will be stored permanently in our web site/DMS back end in order to fulfil our services.
- Personal information of the customers of our customers may be;
  - Shared with carriers in order to fulfil our service.

- Shared with WMS/ERP/TMS/Webshop systems of our customers to fulfil our services. In this case all messages are encrypted in order to ensure no personal information of our customers and their customer becomes available in public.
- Used to identify and show your historically preferred shipping and delivery options.
- Stored in our database for a maximum of 3 full month's after execution of your order to fulfil our services.
- Personal info can be extracted via reports by our customers, they only have access to the info of their customers.
- We will not willfully sell or provide your personal information to third parties who are not our subsidiaries or joint venture partners.
- We only share your personal data outside the DeliveryMatch B.V. family of companies with your consent, as required by law or to protect DeliveryMatch B.V., its customers, or the public, or with companies that help DeliveryMatch B.V. fulfill its obligations towards you, and then only with partners who share DeliveryMatch B.V.'s commitment to protecting your privacy and data.
- If you review or download information, we may track the visit through the use of "cookies". Cookies are pieces of information that a Web site/DMS transfers to an individual's hard drive for record-keeping purposes. The use of cookies is an industry standard, and you will find cookies at most major Web site/DMS. Cookies help DeliveryMatch B.V. to tailor information to your preferences and to see which areas of the Web site/DMS are frequented most. DeliveryMatch B.V. never uses cookies to retrieve information from your computer that was not originally sent in a cookie. Most browsers are initially set to accept cookies. If you prefer, you can change your browser settings to refuse cookies. However, in so doing, you may not be able to fully utilize the Web site/DMS.
- The Web site/DMS may contain links to non-DeliveryMatch B.V. websites. Please be aware that other Web site/DMS that may be accessed through our site may collect personally identifiable information about you. This Privacy Policy does not cover the information practices of those third-party Web site/DMSs linked to our Web site/DMS. DeliveryMatch B.V. is not responsible for the privacy practices of such third-party Web site/DMS.
- Considering the limited nature of the data we process for our customers DeliveryMatch B.V. is not restricted to have a 'Data Protection Officer' or 'Privacy Officer'. However any questions and/or issues can be reported via an e-mail to 'info@deliverymatch.nl'.
- If any security breach occurs with risk of personal information becomes available in public we will execute our security breach procedure;
  - We will report the security breach toward the Dutch 'Autoriteit Persoonsgegevens'.

- If needed, we will inform the persons of whom personal information might be at risk
- We will follow the procedure provided by the Dutch 'Autoriteit Persoonsgegevens' as described under subject 'procedure security breaches' in this document.
- All staff working for DeliveryMatch B.V. has signed a 'Confidentiality Statement' which includes;
  - Not to provide any data and/or personal info from the Web site/DMS to third parties and persons.
  - Not to store any data and/or personal info from the Web site/DMS locally on their computer and/or any personal archive.
  - Not to extract any data and /or personal info from the Web site/DMS locally on request of customers. Our customers have access to the Web site/DMS on a level on which they can extract this data of their own customers and shipments themselves.
  - To report any possible security breach directly to the board of DeliveryMatch B.V., so also possible security breaches regarding personal info of our customers and their customers.
  - Working the following security procedures;
    - Clean desk policy
    - Do not leave the laptop unattended
    - Never leave the laptop in the care
    - Destroy old documents correctly
    - Carefully use of USB sticks
    - Changing password for access to website/DMS with a minimum of twice a year
    - Only use of the support ticket system while executing support activities
    - Only saving documents in the project management system while executing project management activities (so NOT storing them locally on their PC)
- If DeliveryMatch is developing new technologies to process data and/or personal info a 'Privacy Impact Assessment' will always be executed (<https://www.rijksoverheid.nl/documenten/rapporten/2017/09/29/model-gegevensbeschermingseffectbeoordeling-rijksdienst-pia>).
- DeliveryMatch B.V. is NOT accountable for the use of personal info they extract from their account about their customers of the DeliveryMatch B.V. Web site/DMS.
- DeliveryMatch B.V. has agreed a "data processing agreement" with her customers. An example of this you can find under subject 'data processing agreement'

## DATA PROCESSING AGREEMENT (EXAMPLE)

### Data Processing Agreement DELIVERYMATCH B.V. and [COMPANY X]

**Date:** [DATE] **Contract parties:**

1. [CONTROLLER'S NAME], a company having its principle place of business in [ADDRESS], hereby duly represented by XXXX,

Hereinafter: **"the Controller"**,

and

2. [PROCESSOR'S NAME], a company having its principle place of business in [ADDRESS], hereby duly represented by XXX,

Hereinafter: **"the Processor"**,  
hereinafter collectively referred as: **"Parties"** and individually as **"Party"**; **having regard to the fact that:**

The Parties have signed an agreement on [DATE] regarding [PURPOSE AGREEMENT] (hereinafter: **"the Agreement"**). To execute this Agreement, personal data are processed (hereinafter: **"Personal Data"**).

The Controller attaches great importance to the protection of these Personal Data. Therefore, the Controller is responsible for the data the Processor is going to process. That's why the Parties determines in this data processing agreement and the associated privacy statement of DeliveryMatch B.V. the following topics are annexed:

1. Overview of the processing of Personal Data and processing purposes.
2. Overview of security measures.
3. Overview regarding the reporting of data leaks and the information to be provided.

what the Processor could and couldn't do with the Personal Data (hereinafter: **"Data Processing Agreement"**).

#### 1. Definitions:

The terms used in this Data Processing Agreement are taken from the General Data Protection Regulation and have the following meaning:

- 1.1. **Personal Data:** all information about an identified or identifiable individual (hereinafter: **"Data Subject"**); an identifiable individual who can be identified directly or indirectly, in particular by means of an identifier such as a name, an

identification number, locations data, an online identifier or one or more elements characteristic of the physical, physiological, genetic, psychological, economic, cultural or social identity of that individual.

- 1.2. Processing: an operation or a set of operations relating to Personal Data or a set of Personal Data, whether or not carried out via automated processes, such as collecting, recording, organizing, structuring, storing, updating or modifying, retrieving, consulting, using, providing by means of transmission, dissemination or otherwise making available, aligning or combining, blocking, erasing or destroying data.
- 1.3. Controller: a natural or legal person, a government agency, a service or any other body that, individually or jointly with others, determines the purpose and means of the processing of Personal Data; if the purposes and means of this processing are laid down in Union or Member State law, it may specify who is the Controller or according to which criteria it is designated.
- 1.4. Processor: a natural or legal person, a government agency, a service or another body that processes Personal Data on behalf of the Controller.
- 1.5. Data subject: identified or identifiable individual to whom the processed Personal Data relate.
- 1.6. Data Processing Agreement: this agreement including the associated privacy statement of DeliveryMatch B.V.
- 1.7. The Agreement: the main agreement that results from this Data Processing Agreement.
- 1.8. Infringement related to Personal Data: breach of security that inadvertently or unlawfully leads to the destruction, loss, modification or unauthorized disclosure of or unauthorized access to transmitted, stored or otherwise processed data (hereinafter: "**Security Breach**").
- 1.9. Data protection impact assessment: carrying out an assessment, prior to carrying out the processing, of the effect of the intended processing activities on the protection of the Personal Data.
- 1.10. Supervisory Authority: an independent governmental body responsible for supervising compliance with the law relating to the processing of Personal Data. In the Netherlands, this is the Dutch Data Protection Authority.

## **2. Establishment, duration and termination of this Data Processing Agreement**

- 2.1. This Data Processing Agreement takes effect on the data on which the Parties sign it.
- 2.2. This Data Processing Agreement is part of the Agreement and will apply for as long as the Agreement lasts.
- 2.3. If the Agreement ends, this Data Processing Agreement ends automatically; the Data Processing Agreement cannot be terminated separately.
- 2.4. After the termination of this Data Processing Agreement, the current obligations for the Processor, such as the reporting of data leaks, in which the Personal Data are involved, and the duty of confidentiality will continue.



### **3. Processing Personal Data**

- 3.1. The Processor will only process Personal Data in assignment of the Controller and has no control over the Personal Data. The Processor follows the instructions of the Controller on this and the Processor may not process the Personal Data in any other way, unless the Controller gives permission or instructions in advance.
- 3.2. The associated privacy statement of DeliveryMatch B.V. shows which Personal Data the Processor will process exactly and for which processing purposes.
- 3.3. The Processor complies with the law and processes the data in a proper, careful and transparent manner.
- 3.4. The Processor may not involve other persons or organizations in the processing of the Personal Data without prior written consent of the Controller.
- 3.5. If the Processor, with permission of the Controller, involves other organizations, they must at least meet the requirements set out in this Data Processing Agreement.
- 3.6. When the Controller receives a request from a Data Subject who wishes to exercise his or her privacy rights, the Processor will be involved in this within a period of 14 days. These rights consist of a request for inspection, correction, addition, removal or protection, object to the processing of the Personal Data and a request for transferability of the personal data.
- 3.7. When the Controller requests that the Processor provides the Controller with information, the Processor will provide the information that the Controller needs to perform a Data Protection Effect Assessment. The Controller needs this to be able to estimate the risk of the Processing that the Processor is performing on behalf of the Controller.

### **4. Protecting Personal Data**

- 4.1. The Processor ensures that Personal Data is secured sufficiently. To prevent loss and unlawful processing the Processor takes appropriate technical and organizational measures.
- 4.2. These measures are tailored to the risk of the processing. An overview of these measures and the policy on this can be found in the associated privacy statement of DeliveryMatch B.V.
- 4.3. As a control, the Processor will send a report to the Controller every year that includes the security measures taken and any attention and / or improvement points. The Processor will not charge the Controller for this.
- 4.4. The Controller may carry out an inspection or audit in the Processor's organization to determine whether the processing of the Personal Data complies with the law and the agreements in this Data Processing Agreement. The Processor will provide cooperation, including granting access to buildings and databases and making all relevant information available.

- 4.5. The costs for performing this audit will be for account of the Processor if it appears that the Processor does not comply with the obligations in this Data Processing Agreement.
- 4.6. The control of the overall processing of Personal Data by the Processor can, in addition to the audit possibility, also take place via self-evaluation. The Processor will hereby provide the Controller with a report in which is demonstrated that the Processor complies with the law and the agreements in this Data Processing Agreement. This report must be signed by a board member within the Processor's organization.
- 4.7. If one of the Parties think that a change in the protective measures is necessary, the Parties will discuss the change thereof. The costs for changing the security measures are for the account of the Party who incurs the costs.

## **5. Exporting Personal Data**

- 5.1. The Processor may not have Personal Data processed by other persons or organizations outside the European Economic Area (EEA), without having received prior written permission from the Controller.

## **6. Confidentially**

- 6.1. The Processor will keep the Personal Data provided secret, unless this is not possible on the basis of a legal obligation.
- 6.2. The Processor will ensure that staff and assigned assistants also comply with this confidentiality by including a duty of confidentiality in the (employment) contracts.

## **7. Data leaks**

- 7.1. In case of a discovery of a possible data leak the Processor will inform the Controller about this within 24 hours via (contact) and provide the Controller with the information that is indicated in the associated privacy statement of DeliveryMatch B.V., so that the Controller can make a report to the Supervisor if necessary.
- 7.2. After reporting a data leak to the Controller, the Processor will keep the Controller informed of new developments regarding the data leak and the measures that have been taken to limit and end the size of the data leak and to prevent a similar incident in the future.
- 7.3. The Processor is not permitted to report the data leak to the Supervisor and the Processor may not inform the Data Subjects about the data leak. This is the responsibility of the Controller.
- 7.4. Any costs incurred to resolve the data leak and to prevent it in the future will be charged to the person who incurs the costs.

## **8. Liability**

- 8.1. The Controller will hold the Processor liable if the Processor fails to comply with the obligations this Data Processing Agreement.

- 8.2. The Processor is liable for all damage suffered as a result of non-compliance with the law and the provisions of this Data Processing Agreement, insofar as this has been caused by the Processor's work.
- 8.3. If the Processor violates the obligations in this Data Processing Agreement, the Controller reserves the right to claim compensation.
- 8.4. The Processor is liable for the administrative fine imposed on the Controller by the Supervisor if the damage suffered is the result of the Processor's unlawful or negligent actions.
- 8.5. The Controller is not liable for claims of the Data Subjects or other persons and organizations with whom the Processor have entered into the cooperation or of which the Processor processes Personal Data, if this is the result of the Processor's unlawful or negligent actions.

### **9. Return of Personal Data and storage period**

- 9.1. After terminating this Data Processing Agreement, the Processor will return the Personal Data. Any Personal Data left behind will be destroyed in a careful and safe manner.
- 9.2. The Personal Data that the Processor processes in accordance with this Processor Agreement will be destroyed after expiration of the legal retention period and / or at the request of the Controller. A legal retention period exists, for example, when the Processor have to keep the Personal Data for tax reasons.
- 9.3. After returning and / or destroying the Personal Data, the Processor will declare to the Controller in writing that the Processor no longer has the Personal Data.

### **10. Final provisions**

- 10.1. This Data Processing Agreement is part of the Agreement. All rights and obligations under the Agreement are therefore also applicable to the Data Processing Agreement.
- 10.2. In the event of any inconsistencies between the provisions in the Data Processing Agreement and the Agreement, the provisions of this Processing Agreement apply.
- 10.3. Deviations from this Data Processing Agreement are only valid if the Parties agree this in writing.
- 10.4. Dutch law applies to this Data Processing Agreement and the Processor's activities.
- 10.5. The judge in the court in the area where the Controller's company is established determines in any disputes between the Parties.

**Thus agreed and signed by the Parties:**

**Controller:**

Signed for and on behalf of:

Name:

Position:

Date and place:

Signature: \_\_\_\_\_

**Processor:**

Signed for and on behalf of: DELIVERYMATCH B.V.

Name: ROLAND SLEGGERS

Position: DIRECTOR

Date and place:

Signature: \_\_\_\_\_

**PROCEDURE SECURITY BREACHES**

What is a security incident and when should this be reported?

A data leak is a security incident in which Personal Data, which the Processor manages on behalf of the Controller, may have been lost or inadvertently accessed by third parties. This concerns data that can be linked to these persons, such as, but not limited to, names, addresses, telephone numbers, e-mail addresses, log in data, cookies, IP addresses or identifying information of computers or telephones.

Below a number of examples of security incidents that must be reported to the Dutch Data Protection Authority are described:

- The website with login data has been hacked or is accessible to third parties.
- Loss of a laptop or USB stick with personal data.
- Salary records of employees were accidentally sent to the wrong persons.
- Letters or e-mails are sent to the wrong address.
- An attack by a hacker on the ICT system.
- A lost or stolen phone that contains personal data.

What to do in case of doubt?

- If you are not sure whether or not there is a security incident on the basis of the above, you should in any case ask the following questions as an aid:
- Is there a technical or physical security problem?

- Is the problem about the security of Personal Data? IP addresses, telephone numbers or identifying data, for example from hardware, may also be included.
- Is it sensitive data such as race, health data, information about a person's financial situation, such as salary or data that can be committed with (identity) fraud, such as a Citizen Service Number?
- Have large amounts of personal data become unintentionally accessible to third parties?
- Is it about data from vulnerable groups such as children?
- Are the Personal Data managed by a supplier?

In case of doubt always contact the Data Protection Officer of DeliveryMatch B.V..  
Where to report the security incident? When you detect a security incident contact immediately the Data Protection Officer of DeliveryMatch B.V..

TEL: 0031-6-22613613

E-MAIL: roland.slegers@deliverymatch.nl

Please answer the questions below in your email.

These questions are equal to the information that must be provided to the Dutch Data Protection Authority. The Data Protection Officer of DeliveryMatch B.V. can help you with the answer. Please answer the questions as completely as possible and in writing.

1. Provide a summary of the security breach / security incident / data breach: what happened?  
Also state the name of the system in question here.
2. What types of Personal Data are involved in the security incident?  
Such as, but not limited to, name, address, e-mail address, IP number, Citizen Service Number, passport photo and any other to be attributed to a person.
3. How many persons are the personal data involved in the security incident?  
Give a minimum and maximum number of persons.
4. Description of the group of persons whose data it concerns.  
Indicate whether it concerns employee data, data of internet users. Data from vulnerable groups of people, such as children, deserves special attention.
5. Are the contact details of the persons concerned known?  
It may be that Data Subjects need to be informed about the data breach, can we reach these people in that case?
6. What is the cause (root cause) of the security incident?  
Do you have an idea how the security incident could have occurred?
7. On what date or during what period did the security incident take place?  
Please indicate this as specifically as possible.

## DATA PARTNERS DELIVERYMATCH

DeliveryMatch BV is a Simhold BV company. Simhold and/or DeliveryMatch have agreements with their data partners.

We use use the following data partners;

1. Mihos BV for the use of servers, see their privacy statement via this link; <https://mihos.net/privacy-policy/> We have a data processing agreement with this partner.
2. Amazon AWS for the use of back up servers, see their privacy statement via this link; <https://aws.amazon.com/compliance/data-privacy-faq/>
3. Mijn Domein for the use of domeinnames in order to access the DeliveryMatch system, see their privacy statement via this link; <https://helpdesk.mijndomein.nl/hc/nl/articles/360000265485-AVG-GDPR->
4. TransIP for the use of back up domeinnames in order to access the DeliveryMatch system, see their privacy statement via this link; <https://www.transip.nl/legal-and-security/privacy-policy/> We have a data processing agreement with this partner.

## GENERAL/ JURISDICTION

These Terms of Use shall be governed by and construed in accordance with the laws of The Netherlands without regard to its principles of conflict of laws. You agree that any disputes in connection with this agreement or its enforcement shall be resolved in a court of competent jurisdiction in The Netherlands.

In the event that any provision of the Terms of Use are deemed by a court of competent jurisdiction to be invalid or unenforceable, the invalid portion of the Terms of Use shall be considered to be stricken from the Terms of Use and the remainder of the Terms of Use shall remain in full force and effect.

If you have a question or complaint, please contact us using the “Contact” link on this Web site/DMS.