

Data Protection Policy of Convento GmbH



Data Protection Policy

of Convento GmbH, Neuss, for myconvento

as of October 2017

Convento GmbH (in the following referred to as "Convento") processes personal data made available by our contracting partners (in the following referred to as "Customer/s") – for use in myconvento – within the limits of the order received. Personal data are individual details of personal or factual circumstances of a particular or identifiable natural person. Specifically: address and communication data on journalists, bloggers, other "Influencers" of the client, and publishers. Convento respects the Customers' right and ownership in their data, as well as the protection of privacy of the parties affected, and Convento is committed to do whatever it takes to meet the appropriate requirements.

Territorial limits

The processing and storage of Customer data is exclusively effected within the territory of the Federal Republic of Germany. Since 2015, Convento operates the customer systems at a specialized data processing centre certified according to ISO 27001 in D-40472 Düsseldorf (at the myloc managed IT AG - www.myloc.de).

Transmission of personal information to third parties, subcontracts

As a matter of principle, Convento does not use any data obtained by its customers, but makes them only available on the server farm rented in the data center of myLoc managed IT AG (certified data processing centre according to ISO 27001), Am Gatherhof 44, D-40472 Düsseldorf, for the respective customer or integrates them into the customer's database where they are then at the customer's exclusive disposal. As far as Convento awards to subcontractors any parts of the contracts obtained – only after written permission by the Customer – Convento shall ensure that the same requirements are provided there as with Convento itself with regard to data protection and the security of data. In this respect, the Customer shall be granted – versus the subcontractor – the same rights of inspection and monitoring as exist with Convento.

The usual general supply services (e.g. telecommunications, maintenance, support, cleaning) do not come under this regulation. However, with such partners, Convento generally concluded corresponding agreements on data protection and the security of data.

Statistics or transmissions of personal data to governmental institutions and authorities shall only be effected within the scope of valid legal regulations. Convento does not use any service providers which are within the sphere of influence of the U.S. Patriots Act and the U. S. Freedom Act.

Obligations of the Customer

The Customer as the "responsible party" within the meaning of Section 3 subsection 7 of the German Data Protection Act (BDSG) is responsible for the admissibility of the tasks assigned to Convento and for safeguarding the rights of all data subjects.

The Customer is required to place or confirm all orders and amendments in writing. This also applies to changes – jointly to be agreed upon – to the content, procedure, scope and any other components of the contract. Instructions issued verbally by the Customer shall promptly be confirmed in writing.

The Customer shall promptly delete any access to myconvento ("User-Account") which is to be no longer available for a user. If the Customer discovers any errors during the performance of the contract or in the contract results, the Customer shall notify Convento without delay.

The Customer shall specify a responsible contact who is authorised to issue instructions and make, or arrange for, prompt decisions concerning matters related to the contract. This contact shall take care that myconvento users at the Customer know this Policy and comply with it.

Every user obtains personal access data (user name and password) for logging into the myconvento system. Alterations of myconvento data by individual users are thus traceable.

The Customer's administrator defines which user is allowed to use myconvento. Users are urged not to use any passwords that can be spied out and not to carry with them any notes regarding their passwords.

Obligations of Convento

Within the contracted processing of personal data, Convento affirms that all tasks agreed will be performed in accordance with the terms of the contract.

Convento will process personal data strictly within the limits of any agreements and according to the written instructions given by the Customer. Data entrusted to Convento will not be used for any other purposes. No copies or duplicates will be made without the Customer's knowledge.

In general, Convento does not maintain data for the Customer. Convento is therefore not obliged to run a detailed documentation of data processing by which the customer can provide evidence on the proper conduct of the data processing. Convento will only edit data according to the special and written instructions of the Customer, particularly for data import and / or export and for the possible restoring of a data backup requested by the Customer. Only and exclusively in these cases Convento runs a simple documentation of data processing. As part of a time recording it is then documented which employee has viewed or edited which data of which customer. Convento will store this documentation on a long-term basis.

Convento will handle all data in compliance with the statutory requirements applicable in Germany and in agreement with the provisions of the German Data Protection Act (BDSG), the Telemedia Act (TMG), the Telecommunications Act (TKG), starting from May 25th, 2018, with the Data Protection Basic Regulation (DSGVO) of the European Union and any other data protection regulations. On request, Convento will provide the Customer with the specifics details in Section 4g subsection 2 sentence 1 BDSG (Overview of reportable procedures under Section 4e and individuals with access authorisation).

Convento uses technical and organisational security measures (TOM) according to Section 9 sentence 1 BDSG to protect personal data as best as possible against accidental or intentional manipulation, loss, destruction or access by unauthorised persons. These measures are continuously improved in keeping with the technical development.

All employees, suppliers and partners of Convento are obligated to maintain data confidentiality in accordance with the provisions of Section 5 BDSG.

Where the property of the Customer held by Convento is at risk due to third-party action (such as pledging or seizure), insolvency or composition proceedings, or any other event, Convento will promptly notify the Customer accordingly.

Rights of the Customer

Convento will grant the Customer or an appointed inspector unhindered access to its premises as specified in Section 9 sentence 1 BDSG for order monitoring purposes under item 6 of the Appendix. We will enable the said person to inspect any data stored for the Customer or in connection with our order, to check the program operations used and to verify compliance with the technical and organisational measures implemented.

For this purpose, the inspector is granted the same access as given to the relevant Customer. Where the Customer in exceptional cases permits data to be processed in private homes, Convento will ensure that the above checks are also possible in these homes. Convento affirms that it has obtained the consent of all occupants of these private homes with regard to this regulation.

Rights of data subjects

Any persons whose data are stored on Convento systems, irrespective of whether these were collected by our Customers or by us, are entitled on request and free of charge to obtain information on the data stored about them.

The relevant groups of persons are usually journalists, bloggers, further “influencers” of the Customer and/or other contacts in public relation, for example, customers, prospects, employees as defined by Section 3 subsection 11 BDSG, subscribers, suppliers, sales representatives or shareholders as well. The person concerned shall have the right to correction, deletion or blocking of their data stored in myconvento. Where Convento has received data from its Customer, Convento will promptly forward these data as well as the complaint. Alternatively, the Customer may authorise Convento in writing to provide for the corresponding processing of the data of persons affected.

Rights of Convento GmbH

If in the context of its job order placed with Convento the Customer issues instructions which may violate the Data Protection Act, Convento will advise the Customer accordingly and may postpone the implementation of the relevant instructions until clarification of the matter.

Where the Customer monitors compliance with data protection and/or data security measures – either itself or through third parties – Convento shall be entitled for each hour or part thereof to charge for any resulting expenditures at the hourly rates usually applicable at Convento. Of course, any inspection by means of user account are free of charge.

Technical and organisational data protection measures (TOM)

Convento has implemented appropriate measures in accordance with Section 9 sentence 1 BDSG and Appendix. Additionally, our Data Protection Officer (see below) monitors the obligations to be met under the BDSG and other statutory data protection regulations. Convento ensures dynamic compliance with the measures specified in the Appendix to Section 9 sentence 1 BDSG in ongoing operations. These are documented and can be made available to the Customer on request. This also applies to any measures agreed with the Customer for the exchange, provision, processing, keeping, release and transfer of data.

As proof of the technical and organisational measures implemented, Convento will provide the Customer with any existing, appropriate documents, protocols and reports – including those of independent authorities.

Convento reserves the right to implement measures in keeping with technical and organisational advances which shall at the very least meet the same data protection and security requirements as those specified in the Appendix.

A specified chain of communication ensures prompt notification of the Customer in case of control activities, measures and monitoring under Sections 38, 43, 44 BDSG Convento will also notify the Customer promptly of any violation of regulations related to the protection of the Customer’s personal data (e.g. under Section 42a BDSG) or of stipulations specified in the work order, and of serious disruptions to operations. This also applies to the mere suspicion of such incidents.

Convento will inform in the following cases, irrespective of their reason and even in case of suspicion already:

- serious disruption of operations
- significant irregularities in the handling of the Customer’s personal data
- if data specified in Section 42a BDSG go missing at Convento
- if such data have been transmitted unlawfully
- if third parties may possibly and unlawfully have gained knowledge of these data.

In agreement with the Customer, Convento will take appropriate action to protect the data and reduce any adverse knock-on effects on the data subjects. Where obligations under Section 42a BDSG apply to the Customer, Convento will support the Customer in their performance.

Convento will regularly check all Customer jobs within the context of job checks to verify their execution and completion. The regulations and measures related to job execution are checked for compliance and adapted where necessary.

Type of data, data carriers

The type of data will be specified in the work order. These may be, for example:

- Key personal data, communication data (e.g. telephone, e-mail), contact history
- Key contract data (privity of contract, interest in product or contract)
- Contract billing and payment data
- Information (from third parties, e.g. information offices, or from public registers)

Convento will clearly mark all data carriers from, or used for, the Customer. Their receipt and return will be documented. External data carriers for data protection are encrypted as well in order to ensure safety in case of transports between different locations.

The regulations for data protection apply to all employees and define the handling of discarded data carriers. In any case, the data carriers have to be handed over to the IT department. Optical data carriers are shredded, damaged hard disks and USB sticks are stored intermediately under lock and key up to their destruction in accordance with data protection regulations.

Liability

According to the statutory provisions, Convento will be liable to the Customer for any damage which its employees or any party commissioned by it with the execution of the contract have caused intentionally or in gross negligence in the performance of services. The damage must be proven by the Customer. In case of negligently caused property damage and financial losses, Convento and its vicarious agents are liable only in case of breach of a fundamental contract obligation, but limited in amount to the damage which is typical for contracts and foreseeable upon contract conclusion. The action of one Convento employee may establish only one case of damage.

The Customer will be responsible for the payment of damages incurred by a data subject under the contractual relationship where data have been processed in an inadmissible or improper manner according to the data protection regulations. Where the Customer is obligated to pay damages to the data subject, it has the right to recourse against Convento.

End of the order and contract

At the end of the contractual relationship, Convento will return all records of the Customer and any files, data carriers and documents related to the contract or, in agreement with the Customer, dispose of them in accordance with the data protection regulations. Subsequently, Convento will confirm deletion or destruction in accordance with the data protection regulations.

Convento will retain data provided for processing purposes only as long as stipulated by law or by the Customer. Records containing personal data that are no longer required will be destroyed strictly in accordance with the data protection regulations after appropriate written instructions from the Customer.

Any arising test and substandard material is kept under lock and key at Convento until it is either deleted by Convento in accordance with the data protection regulations or passed to the Customer. The destruction of Customer records by Convento will be reported, and the delivery of documents to the Customer are documented.

Convento may continue to store and use data for accounting and billing purposes even after the end of the contract or after deleting personal data.

The Customer has the right to terminate the contract at any time without notice if Convento is found in serious breach of provisions under the Data Protection Act or the underlying contract, if it cannot or will not comply with an instruction issued by the Customer or, contrary to the terms of the contract, denies the Customer access.

Automatic recording of user behaviour

myconvento requires the use of "cookies". They help to increase the convenience of use for the Customer. Cookies are used, for example, to store the login data of website users to avoid having to log in each time they visit the website. Most browsers are set to automatically accept cookies.

Moreover, myconvento records a customer's general intensity of myconvento use. The information is exclusively used to improve customer service and to monitor as well as ensure the overall system's capacity.

Your agreement

By using myconvento, you agree to Convento collecting and using data to the extent described above. The rapid development of the Internet makes it necessary from time to time to amend our data protection policy. As a customer, you will be notified by e-mail about any amendments in our data protection policy. The current version can be viewed any time on our website www.myconvento.com.

If you have any queries, requests or comments on the issue of data protection, please e-mail us at datenschutz@convento.de or directly contact our external data protection officer:

Mr. Axel Krause
Lawyer
Drususallee 84
41460 Neuss
Germany

E-Mail: a.krause@advokat-online.de
Phone: 02131-2009-290

Appendix : Technical and organisational measures (TOM) under Section 9 sentence 1 BDSG

- *Unauthorised persons are not permitted to access data processing systems used to process or handle personal data. Access is controlled through documented issue of keys to the existing security locking system only to authorised persons.*
- *Access to the data files is controlled by username and password. A password must comprise at least eight characters and contain one special character as well as one number. An up-to-date antivirus program which is updated at least once a day is being used at every workplace and server.*
- *Access control is also effected by user name and password. An optional pass key (to be sent by e-mail) may be activated by the Customer administrator in addition to the user name and password.*
- *The connection from local client at the Customer (browser) to the server farm of Convento GmbH is provided with an SSL encryption via port 443. Likewise, myconvento also offers automatic, temporary blocking of a user account after 3 unsuccessful login attempts. The account will be permanently blocked after 5 failed attempts, and an IP address will be automatically blocked for login after 20 consecutive failed attempts. Every Customer administrator may also specify and activate a password expiration period. Another safety function prevents the use of the last password.*
- *For an external access by Convento employees, VPN clients with a valid certificate (limited validity in terms of time) and with the respective password are required. Here the encryption depth is 1024 Bit.*
- *Transmission control is ensured such that unauthorised persons are denied any access to Customer systems or the data. Convento employees and external service providers are required to maintain confidentiality over and above the requirements of Section 5 BDSG. Data are always stored on encrypted data carriers. Every Customer is able – without the involvement and knowledge of Convento – to extract their own data from the myconvento database into a two-dimensional data model.*
- *myconvento offers the function of logging the source of a personal or media data record, and any changes or deletions made, using the username. Upon request, these logs may be made available to the myconvento Customer administrator.*
- *Customer instructions will be provided in writing and by the contact person indicated by the Customer. In case of ambiguities, the contact person will be consulted for clarification or the Customer's employee referred to the appropriate contact.*
- *Convento will retain data backed up daily for 4 weeks; data backed up monthly will be stored for 3 months. Data will be backed up independently in each case at the two locations of our data base inventories. Data backups will be automatically destroyed after three months.*
- *The data are kept separate on the MS SQL server through individual databases each. On the web servers, data separation is ensured via an administrative data base. As a result, the data of each Customer are kept strictly separate from those of other Customers and users.*