

Terms and Conditions for using Diller

These Terms and Conditions (“Terms and Conditions”) apply to and are accepted by any legal entity (companies, organisations, etc.) (the “Customer”) wishing to use the services of Diller AS, org. no. 918 022 031 (“Provider”) to establish a membership programme for the Customer, as described in more detail below (“Diller” or the “Service”).

By accepting the Terms and Conditions, by establishing a customer account, or by using the Service, the Customer shall be deemed to have accepted these Terms and Conditions. The Terms and Conditions will be deemed a contract concluded between the Customer and the Provider, and any and all reference to the “Terms and Conditions” below also includes the contract considered concluded as a result of accepting the Terms and Conditions as described above.

By accepting the Terms and Conditions, as described above, the person accepting confirms that they have the right and authority to do so and thereby conclude a contract on the Customer’s behalf. If the person accepting the Terms and Conditions or using the Service does not have such right or authority, they may be held personally liable for any loss or costs incurred by the Provider as a result of that person’s use of the Service.

The Service

Diller is a unique, proprietary e-commerce marketing solution, providing solutions for visual marketing, text message marketing, and loyalty and referral programmes for end users (members). The Service is under development, and a more detailed

description of the Service will be included on the Provider’s website, or the Customer will be notified in another manner (such as e-mail).

The Service provides technical facilitation for the Customer’s programmes and benefits provided to its end customers (members). The Customer is responsible for its own programmes and benefits, whereas the Provider facilitates a technical and functional solution for such programmes and benefits.

The Service requires that the Customer implement measures and integrate and use the Service in accordance with the instructions published on the Provider’s website and through other communication, both from the Provider and any subcontractors of the Provider’s, including solutions integrated into the Service or provided by other means.

Duration and termination

The Terms and Conditions shall apply until either party terminates the Terms and Conditions. The period of notice is one (1) month, and notice of termination must be given in writing. E-mail is acceptable, provided the recipient has confirmed receipt. A notice of termination sent by the Customer must be sent to support@diller.no

Prices and payment

The Customer will be charged in accordance with the payment structure specified in the [price list found here](#). Prices will be dependent on the number of end users, members, quantity of communications and other use of the Service, as specified in more detail in the price list, and the Customer must be aware that increased use may also increase the amount payable.

Prices are specified exclusive of VAT and other taxes. Prices may be adjusted in accordance with the consumer price index at year-end. If taxes or the prices of the Provider's subcontractors change, the Provider may adjust its own prices accordingly. The Customer will be notified of all other price changes in good time, no less than three months in advance.

Invoices are issued after delivery, in accordance with use of the Service, and fall due for payment 14 days after the invoice date. If a payment card has been registered for use of the Service, the Provider may charge the card for payment of accumulated fees. In case of late payments, if the payment card is declined, or if no valid payment card has been registered, interest on late payment is applied, see "Breach and liability".

If an invoicing error is discovered, the Customer must notify the Provider of the error and specify what the Customer believes to be the correct amount within three months of the invoice date.

Rights and obligations of the Provider.

Service delivery

The Service is provided "as is", and the Service and its functionality cannot be expected to be without errors or available at all times. The Provider shall provide a Service that, in material respects, functions as described in these Terms and Conditions and any descriptions of the services in documentation and information provided by the Provider, including on the Provider's website.

To the extent permitted in any mandatory law, regulation or other legislation ("Legislation"), the Provider denies any liability for any and all promises, confirmations, warranties, guarantees, etc. of functionality, suitability for any

specific Customer purpose or absence of third-party infringement.

The Provider shall ensure the Service is available to the greatest extent possible outside planned or necessary maintenance, for which no notice can be given, but is not liable for unavailability caused by subcontractors or circumstances beyond the Provider's control. See also "Breach and liability" below.

The Provider may implement changes and improvements in the Service, which may change its functionality, availability or other factors associated with the Service. If case of material changes that affect use of the Service, the Provider will, if possible, notify the Customer in good time. In connection with updates to or changes in the Service, the Customer may have to update its solutions, including its API, to continue using the Service.

The Provider shall provide reasonable technical and professional support to the Customer, should the Customer have need of this.

The Provider has the right to suspend the Service and/or the Customer's access to the Service, without notice and effective immediately, if the Customer's use of the Service or other circumstances related to the Customer have a negative effect on the Provider's network, infrastructure, service platform, performance and services to other customers, etc. The same applies if the Provider has reasonable cause to suspect that the Customer is in breach of the Terms and Conditions, or is using the Service in an unlawful or fraudulent manner. The Provider shall, as soon as possible, notify the Customer of such a suspension, the background for the suspension, as well as its expected duration, and other information the Customer may reasonably

expect. Suspension as a result of the Customer's actions does not exempt the Customer from the obligation to settle any outstanding amounts the Customer owes for use of the Service.

If the Customer would like to sign up for additional services or wishes to change its existing selection of services, if possible and available, these changes shall be agreed between the parties. Any and all additional services and performances from the Provider shall be subject to these Terms and Conditions if not otherwise explicitly agreed.

The Provider shall have the right to use the Customer's name and logo as a reference, including on its website and in marketing material.

The Provider's other rights and obligations follow from various sections of these Terms and Conditions.

Rights and obligations of the Customer

The Customer's use of the Service must be in compliance with the Legislation to which use of the Service is subject, including regulations concerning the processing of personal data, marketing and other activities. The Customer is aware that any breach of these Terms and Conditions may cause the Provider to incur loss, costs, loss of income, damage to reputation, etc., and the Customer must therefore implement measures to ensure compliance with the Legislation. The Customer must inform its employees and partners of its rights and obligations in accordance with these Terms and Conditions. The Customer is liable for any breach of these Terms and Conditions on the part of the Customer.

Access to the Service is secured by password and, if relevant, other security

mechanisms. The Customer is responsible for making sure passwords and/or access to the Service are not made available to unauthorised parties. The Customer controls which users have access to the Service, and the Customer is responsible for all access granted to users, as well as for making sure all users are familiar with the Terms and Conditions and comply with these.

The Customer must implement any and all reasonable measures to prevent unauthorised access to or use of the Service, immediately notify the Provider of any unauthorised access or use and work with the Provider to discover what has happened, restore Service security and provide any other assistance the Provider may need in such a situation.

The Service is provided by the Provider to the Customer as a commercial service, and the Provider has no relationship with any end users of the Service (as members). All responsibility and liability vis-à-vis the end user rests with the Customer, and the Customer shall defend, indemnify and hold harmless the Provider from any and all claims end users and other third parties may initiate against the Provider. The Customer is responsible for any and all customer service, order fulfilment and returns, as well as for payment of any and all taxes associated with products or services sold or marketed by the Customer on its website or otherwise, even if such products or services are related to the Service.

The Customer's rights to its own content and data follow from the section on "Customer rights to data and information" above. The Customer is responsible for its own content, including any data the Customer or end users enter into the Service and any data or information generated by the Service, with the

exception of any content to which the Provider holds the rights, in accordance with the section on “Provider rights” above. Consequently, the Customer is fully responsible for the legality of any data and content provided by the Customer or end user in the Service, and cannot make claims against the Provider concerning Service data and content. The Provider may, upon discovery of content in breach of these Terms and Conditions or the Legislation, change, make unavailable, remove or delete data or content at its own discretion to ensure the legality and integrity of the Service. The Provider cannot be held liable for implementing, nor is the Provider obligated to implement, any such measures.

The Customer shall not have the right to examine coding, functionality, interface, technical solutions, infrastructure, connections with other solutions (APIs), decompile, etc., the Service any more than is necessary to use the Service in accordance with these Terms and Conditions. The Customer must not personally or through a third party make use of the Service in any other manner than described, informed and accepted in writing by the Provider, including by sending large quantities of data or testing the Service (such as stress testing, port scanning, etc.), including for the purpose of security testing, etc.

The Provider shall have the right to use content entered into the Service by the Customer or end user in connection with Service delivery, and the Customer grants to the Provider the right to use such content for Service delivery, see “Customer rights to data and information”.

The Customer must use the Provider’s business name, logo, trademark, product

mark or other distinction associated with the Provider only with the Provider’s written consent, and must comply with Service guidelines for marketing and design.

The Customer must notify the Provider of any and all changes in contact persons or persons with responsibilities or obligations related to the Service.

Rights to the Service, content and data

Provider rights

The Provider and any subcontractors providing functionality and solutions for the Service hold all intellectual property and other rights related to the Service, other services and any deliveries provided to the Customer, including any and all rights to technology, code, designs and interfaces, templates, documentation, auxiliary files, training material, formats and dashboards, including any changes to or improvements in these elements. If the Customer or employees of or persons affiliated with the Customer provide feedback or suggestions concerning the Service, other performances by the Provider or other matters related to the Provider, the Provider may make use of such feedback or suggestions without limitation or commitment.

Right to use Service (licence)

The Customer is granted a non-exclusive, revocable, limited right to use and install the Service for use in its own activities (“Licence”), as regulated by these Terms and Conditions, provided the Customer has paid all outstanding fees accumulated for use of the Service. This licence may not be assigned or transferred, including by resale, unless otherwise explicitly provided for in these Terms and Conditions.

Customer rights to data and information

The Customer holds the rights to its own data and any information put into the Service by the Customer or end users (members), with the exception of the Provider's rights under these Terms and Conditions.

The Provider may generate information and data, such as technical logs, data, statistics, know-how, etc. on the Customer's and end users' use of the Service and the content process as a result of the Service. The Provider may use this information and data for the purposes of analysis, improvement and support of the Service, including machine-learning and artificial intelligence, security, functionality, etc., and other purposes.

Processing of personal data and marketing communication

The Provider is the data controller for any and all information whose purpose and manner of processing are determined by the Provider. This includes, among other things, technical data, logs, information about the Customer and contractors, etc. [Click here for the Provider's privacy policy.](#)

Insofar as the Service requires the Provider to process personal data on behalf of the Customer, the Customer is the data controller, and a data processing agreement, which regulates the Provider's role as a data processor, shall be deemed concluded as part of these Terms and Conditions. Read the [data processing agreement here.](#)

As data controller, the Customer is responsible for making sure there is a legal basis for processing data, including for the end users' (members') personal data.

The Service includes communication and messages being sent to end users via telephone, text message/SMS, e-mail, etc., which, depending on the content of the messages, may be considered marketing. The Customer is responsible for making sure that any and all marketing communication complies with the Legislation, as amended, as well as for obtaining and, if necessary, documenting, consent or an existing customer relationship. Also, end users must be given the opportunity to opt out of such communication.

Breach and liability

In the event of breach of contract by one of the parties, that party must notify the other of the breach, in writing and without undue delay, within a reasonable time frame from when the breach was discovered or ought to have been discovered. The party in breach must then remedy the situation as soon as possible.

In the event of material breach of contract, the Terms and Conditions may be cancelled, entirely or in part, if the situation is not remedied as soon as possible, or if the situation cannot be remedied. In such cases, the Terms and Conditions may be cancelled with immediate effect.

The Provider may claim interest on late payments in accordance with the Norwegian Act relating to interest on late payments. In the event of late payment, the Provider may withhold a proportionate share of its performance, e.g. by temporarily suspending the Customer's access to the Service. Failure to pay within 30 days of a payment notice shall be deemed a material breach of contract.

In the event of breach of contract, the affected party may claim a price reduction or compensation to cover loss or cost

incurred, with the limitations that follow from these Terms and Conditions.

Neither party can be held liable for consequential loss incurred by the other party. The term consequential loss includes, among other things, loss incurred as a result of service interruption or other reasons for the Service's unavailability, loss of data, lost earnings and third-party claims.

In any event, compensation shall be limited to the total amount paid by the Customer for use of the Service in the past 12 months, including any claims for reimbursement of fees in connection with cancellation. Under any circumstances, the Provider's liability is limited to NOK 100,000.

However, these limitations do not apply if the actions of the party in breach, or any person for whom said party is responsible, were grossly negligent or acted with intent.

Furthermore, the respective parties cannot be held liable if their performance or fulfilment of obligations in accordance with these Terms and Conditions is prevented or impeded by circumstances beyond said party's reasonable ability to predict or control (grounds for exemption or force majeure). Such circumstances include those defined as grounds for exemption in the Legislation, including/as well as fire, industrial disputes, subcontractor or network operator (including telecommunication and internet networks) deliveries, energy outages, pandemic, terrorism, natural disasters and amendments to the Legislation.

In the event of termination of these Terms and Conditions, the parties shall return any and all assets received from the other

party. Data and information shall be returned to the Customer, if possible, and the Customer shall cover the cost of such a return.

Confidentiality

The parties must not exploit, provide access to or disclose information, etc., which, on the basis of a reasonable assessment, must be considered confidential for the other party, including, among other things, information about customers, business information, technology, functionality, new functionality, user interface, access, costs and revenues, market forecasts and methods, etc. The parties shall treat such information with sufficient confidentiality to maintain, retain and protect the information. This duty of confidentiality shall apply both while the Terms and Conditions are in force, and also endure thereafter. If a party is not sure whether any information is confidential, the other party shall be consulted before said information is exploited, disclosed, accessed, etc.

The duty of confidentiality does not extend to information necessary for the exercise of rights and fulfilment of obligations in accordance with these Terms and Conditions, management of the Terms and Conditions, or disclosure required under the Legislation.

Assignment

The Customer may not assign its rights and obligations under these Terms and Conditions without the Provider's written consent. The Provider may freely assign its rights and obligations under these Terms and Conditions, and may employ debt factoring for claims against the Customer.

Amendments to these Terms and Conditions

The Provider may amend these Terms and Conditions with one month's written notice. If the amendment entails a material disadvantage for the Customer, the Customer may terminate the Terms and Conditions and Service delivery, provided such termination is made in writing before the amendment takes effect.

Choice of law and disputes

The rights and obligations of the parties in accordance with these Terms and Conditions shall be subject to Norwegian law.

In the event of a dispute between the parties concerning the interpretation or legal effect of these Terms and Conditions, the parties shall seek to resolve the dispute through negotiation. If such negotiations are not successful within one month, either party may choose to initiate legal proceedings before a Norwegian court of law for final adjudication.

The agreed venue shall be Agder District Court.

Data processing agreement (standard terms and conditions)

This data processing agreement has been concluded as part of a contract between Diller AS ("Diller") and the customer who has accepted the terms and conditions for the contract (the "Customer").

Pursuant to Article 28 (3) of Regulation (EU) no. 2016/679 of the European Parliament and of the Council (General Data Protection Regulation), with reference to the data controller's processing of personal data, the Customer (referred to as the "data controller" below), and Diller (referred to as the "data processor" below), each constituting a "party" and together constituting the "parties", HAVE AGREED to the following standard terms and conditions (Terms and Conditions) for the purpose of compliance with the General Data Protection Regulation (GDPR) and protection of the fundamental rights and freedoms of data subjects.

1. Introduction

1. These Terms and Conditions set out the rights and obligations of the data controller and data processor when the data processor is processing personal data on behalf of the data controller.

2. These Terms and Conditions have been prepared to ensure the parties' compliance with Article 28 (3) of Regulation (EU) no. 2016/679 of the European Parliament and of the Council of 27 April 2016 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 (General Data Protection Regulation).

3. In connection with a contract between the data controller and the data processor on delivery (Master Agreement), with which these Terms and Conditions are associated, the data processor will process personal data on behalf of the data controller in accordance with these Terms and Conditions.

4. These Terms and Conditions take precedence over any similar provisions in any other contracts between the parties.

5. There are four appendices to these Terms and Conditions, and these appendices shall be considered an integral part of these Terms and Conditions.

6. Appendix A contains information on the processing of personal data, including the purpose and nature of processing, types of personal data, categories of data subjects, and the duration of processing.

7. Appendix B contains the data controller's conditions for the data processor's use of sub-processors and a list of sub-processors approved by the data controller.

8. Appendix C contains the data controller's instructions for the data processor's processing of personal data, and a description of security measures the data processor, at minimum, must implement, as well as information about how audits of the data processor and any sub-processors shall be conducted.

9. Appendix D contains provisions on other activities not included in these Terms and Conditions.

10. These Terms and Conditions, including Appendices, shall be stored in writing, including electronic versions, by both parties.

11. These Terms and Conditions do not exempt the data processor from obligations to which the data processor is subject pursuant to the GDPR or other relevant legislation.

2. The data controller's rights and obligations

1. The data controller is responsible for making sure that personal data is processed in compliance with the General Data Protection Regulation (*see Article 24 of the GDPR*), relevant data protection provisions under Union or Member State¹ law and these Terms and Conditions.

2. The data controller has the right and the obligation to determine the purpose and means of processing.

3. The data controller is responsible for, among other things, making sure a legal basis exists for the processing of personal data the data processor has been instructed to perform.

3. The data processor shall act in accordance with instructions

1. The data processor must only process personal data in accordance with documented instructions provided by the data controller, unless otherwise required under Union or Member State law to which the data processor is subject. These instructions shall be specified in Appendices A and C. Subsequent instructions may also be provided by the data controller during processing of personal data, but such instructions must always be documented and stored in writing, including in an electronic format, with these Terms and Conditions.

2. The data processor must immediately notify the data controller if an instruction provided by the data controller, in the data processor's opinion, is in conflict with the GDPR or relevant data protection provisions under Union or Member State law.

¹ References to "member states" shall in these Terms and Conditions be understood as a reference to states that are part of the European Economic Area (EEA states).

4. Confidentiality

1. The data processor may grant access to personal data processed on behalf of the data controller only to persons subject to the data processor's instructive authority, who have accepted a duty of confidentiality or are subject to a relevant statutory duty of secrecy, and only on a need-to-know basis. The list of persons who have been granted access shall be kept up to date at all times. Based on such reviews, the access to personal data may be revoked if it is no longer necessary, and said person shall henceforth no longer have access to personal data.

2. The data processor must, at the data controller's request, be able to document that the persons in question, subject to the data processor's instructive authority, are also subject to the above-specified duty of confidentiality.

5. Processing security

1. Article 32 of the GDPR establishes that, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the data controller and the data processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

The data controller shall assess the risks to the rights and freedoms of natural persons associated with data processing and implement appropriate measures to mitigate these risks. Depending on relevance, such measures may include:

a. the pseudonymisation and encryption of personal data;

b. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

c. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;

d. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

2. According to Article 32 of the GDPR, the data processor shall – independently of the data controller – also assess the risks to the rights and freedoms of natural persons associated with data processing and implement appropriate measures to mitigate these risks. For the purposes of this assessment, the data controller shall make the information required to enable the data processor to identify and assess such risks available to the data processor.

3. The data processor shall also assist the data controller in ensuring compliance with the data controller's obligations pursuant to Article 32 of the GDPR, including by making available to the data controller any and all necessary information concerning technical and organisational security measures already implemented by the data processor pursuant to Article 32 of the GDPR, as well as any other information the data controller may need to fulfil its obligations pursuant to Article 32 of the GDPR.

If mitigation of identified risks – in the data controller's assessment – requires additional measures beyond what the data processor has already implemented, the data controller shall specify such measures in Appendix C.

6. Use of sub-processors

1. The data processor shall comply with the provisions of Article 28 (2) and (4) of the GDPR when engaging another processor (sub-processor).
2. The data processor must not use a sub-processor in performance of these Terms and Conditions without a general written approval from the data controller.
3. The data processor has the general approval of the data controller to use sub-processors. The data processor must give the data controller no less than four weeks' prior written notice of any planned changes concerning the addition or replacement of sub-processors, thereby providing the data controller with the opportunity to object to such changes before the specified sub-processor(s) is (are) engaged. Longer periods of notice for specific sub-processing services may be specified in Appendix B. The list of sub-processors already approved by the data controller is included in Appendix B.
4. When the data processor engages a sub-processor to perform specific processing activities on behalf of the data controller, the sub-processor shall be made subject to the same obligations in terms of protection of personal data, as specified in these Terms and Conditions, in the form of an agreement or other legal document in accordance with Union or Member State law, wherein sufficient guarantee is provided that technical and organisational measures will be implemented to ensure the processing complies with the requirements of the GDPR.

The data processor is therefore responsible for ensuring that the sub-processor, as a minimum, complies with the data processor's obligations under

these Terms and Conditions and the GDPR.

5. A copy of the sub-processor agreement and any subsequent amendments thereto shall – at the data controller's request – be forwarded to the data controller, who shall have the opportunity to verify that the sub-processor is subject to the same obligations as concerns personal data protection as provided in these Terms and Conditions. Commercial provisions without relevance for the personal data protection aspect of the sub-processor agreement shall not be subject to the requirement of forwarding to the data controller.
6. In the sub-processor agreement, the data processor shall include the data controller as a third-party beneficiary in the event of the data processor's winding-up, so that the data controller can accede to the data processor's rights and exercise these vis-à-vis the sub-processor, enabling the data controller to, for example, instruct the sub-processor to delete or return personal data.
7. If the data processor fails to fulfil its data protection obligations, the data processor shall be fully liable to the data controller for fulfilment of the sub-processor's obligations. This does not affect the rights of data subjects under the GDPR – especially those provided for in Articles 79 and 82 – vis-à-vis the data controller and the data processor, including the sub-processor.

7. Transfer to third country or international organisations

1. The data processor may only transfer personal data to a third country or international organisations on the documented instructions of the data controller, and such transfers must

always be performed in compliance with Chapter V of the GDPR.

2. If a transfer of personal data to a third country or international organisation, which the data controller has not instructed the data processor to perform, is required under Union or Member State law to which the data processor is subject, the data processor shall inform the data controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

3. In the absence of documented instructions from the data controller, the data processor may not, within the framework of these Terms and Conditions:

- a. transfer personal data to a data controller or data processor in any third country or international organisation;
- b. delegate the processing of personal data to a sub-processor in a third country;
- c. process personal data in a third country.

4. The data controller's instructions concerning transfers of personal data to a third country, including transfers based on Chapter V of the GDPR, shall be specified in Appendix C.6.

5. These Terms and Conditions must not be confused with standard data protection clauses described in Article 46 (2) (c) and (d) of the GDPR, and these Terms and Conditions cannot constitute a basis for the transfer of personal data under Chapter V of the GDPR.

8. Assistance to the data controller

1. The data processor shall, taking into account the nature of the processing, assist the data controller by means of appropriate technical and organisational measures, insofar as this is possible, for

the fulfilment of the latter's obligation to respond to requests by data subjects to exercise their rights laid down in Chapter III of the GDPR.

This means that the data processor, insofar as it is possible, shall assist the data controller in the data controller's fulfilment of:

- a. the obligation to provide information where personal data is collected from the data subject;
- b. the obligation to provide information where personal data has not been collected from the data subject;
- c. the data subject's right of access;
- d. the right to rectification;
- e. the right to erasure ("the right to be forgotten");
- f. the right to restriction of processing;
- g. the notification obligation regarding rectification or erasure of personal data or restriction of processing;
- h. the right to data portability;
- i. the right to object;
- j. the right to object to automated individual decision-making, including profiling.

2. In addition to the data processor's obligation to assist the data controller in accordance with section 6.3 of these Terms and Conditions, the data processor shall also, taking into account the nature of the processing and the information available to the data processor, assist the data controller in the following:

- a. the data controller's obligation, in the case of a personal data breach, to notify, without undue delay and, where feasible, not later than 72 hours after having become aware of it, the competent supervisory authority, the Norwegian Data Protection Authority, of the breach unless the personal data breach is unlikely to

result in a risk to the rights and freedoms of natural persons;

b. the data controller's obligation to communicate, without undue delay, the personal data breach to the data subject when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons;

c. the data controller's obligation, prior to processing, to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (data protection impact assessment);

d. the data controller's obligation to consult the supervisory authority, the Norwegian Data Protection Authority, prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the data controller to mitigate the risk.

3. In Appendix C, the parties shall specify appropriate technical and organisational measures through which the data processor shall assist the data controller, as well as the scope and extent of the required assistance. This applies to obligations that follow from sections 9.1 and 9.2 of these Terms and Conditions.

9. Notification of personal data breach

1. In the event of a personal data breach, the data processor shall notify the data controller of the breach without undue delay after becoming aware it.

2. The data processor's notification to the data controller shall, if possible, be given within 24 hours of the data processor becoming aware of the personal data breach, so that the data controller is able to fulfil its obligation to report the breach

to the competent supervisory authority, see Article 33 of the GDPR.

3. In accordance with section 9 (2) (a) of these Terms and Conditions, the data processor shall assist the data controller in reporting the breach to the competent supervisory authority. This means that the data processor shall assist in collecting the information specified below, which, according to Article 33 (3) of the GDPR shall be included in the data controller's notification of the breach to the competent supervisory authority:

a. 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. the likely consequences of the personal data breach;

c. the measures taken or proposed to be taken by the data controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

4. In Appendix C, the parties shall specify all information the data processor is responsible for collecting when the data processor is assisting the data controller in reporting a personal data breach to the competent supervisory authority.

10. Deleting and returning data

1. After the provision of processing services has come to an end, and at the choice of the data controller, the data processor shall delete, and subsequently confirm deletion to the data controller, or return all personal data processed on behalf of the data controller and delete existing copies, unless Union or Member

State law requires storage of the personal data.

11. Audits, including inspection

1. The data processor shall make available to the data controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and these Terms and Conditions. Furthermore, the data processor shall allow for and contribute to audits, including inspections, conducted by the data controller or another auditor mandated by the data controller.

2. The procedures for the data controller's audits, including inspections, of the data processor and any sub-processors shall be specified in Appendices C.7 and C.8.

3. The data processor shall provide the supervisory authority, which, under relevant legislation shall have access to the data controller's or data processor's premises, or any representative acting on behalf of said supervisory authority, with access to the data processor's physical premises upon presentation of the appropriate identification.

12. The parties' agreements on other matters

1. The parties may conclude other agreements concerning data processing services, e.g. clauses on liability in damages, provided these clauses do not directly or indirectly conflict with these Terms and Conditions or are detrimental to the fundamental rights and freedoms of the data subject pursuant to the GDPR.

13. Contract date and termination

1. These Terms and Conditions take effect upon the data processor's (Customer's) acceptance of the Master Agreement.

2. Either party may demand renegotiation of these Terms and Conditions if statutory amendments or unsuitability of these Terms and Conditions so indicate.

3. The Terms and Conditions shall apply for the duration of the data processor agreement. During this period, the Terms and Conditions cannot be terminated, unless the parties agree to other terms and conditions to regulate provision of data processing services.

4. If provision of data processing services has ceased, and the personal data has been deleted or returned to the data controller in accordance with section 11.1 of these Terms and Conditions and Appendix C.4, the Terms and Conditions may be terminated by written notice from either party.

5. Signatures. These terms and conditions have been concluded and signed as part of the Terms and Conditions accepted by the data controller and constitute a contract between the data controller (as the customer) and the data processor (as the provider).

14. Contact persons at the data controller and data processor

1. The parties may contact each other through contact persons specified in the Customer's order and on the data processor's website.

2. The parties commit to keeping each other informed of any and all changes involving contact persons. For the data processor, this will be specified on the data processor's website.

Appendix A

Information about processing

A.1. The purpose of the data processor's processing of personal data on behalf of the data controller is:

The purpose of processing is to provide services in performance of a contract between the data controller and the data processor for delivery of a loyalty programme/customer club.

A.2. The data processor's processing of personal data on behalf of the data controller shall primarily involve (nature of processing):

The processing facilitates the loyalty programme/customer club (programme), which customers of the data controller can join to achieve advantages in the form of discounts, other benefits, etc.

A.3. The processing includes the following categories of personal data about the data subjects:

The categories of personal data processed include:

- Contact information: Name, telephone number, e-mail address and any segments used to communicate with the member and to link statuses or points to the individual member;
- Information about the member's purchases, to calculate their status or points, and to provide them with personalised offers and information by analysing their patterns of use, purchases, use of benefits, etc.;
- Anonymised data, analysis, statistics and learning related to behavioural patterns and security logging on websites (including partners) for purposes of security, service development and statistics. The data processor's partners are the data controllers for these types of data.

A.4. The processing includes the following categories of data subjects:

The processing involves customers of the data controller who are members of the programme.

A.5. The data processor's processing of personal data on behalf of the data controller may begin once these Terms and Conditions have taken effect. The processing is valid for the following period:

The processing will continue until the member cancels their membership.

Appendix B

Sub-processors

B.1. Approved sub-processors

Upon the Terms and Conditions taking effect, the data controller approves the engagement of the following sub-processors:

Name	Org. no.	Address	Description of processing
Messagebird		the Netherlands	Diller uses Messagebird as its SMS service provider. Messagebird will be given access to mobile phone data from members
Amazon Cloud		Frankfurt/London	Used for hosting and backup of data/personal data.
Front AS		Norway	Used to set up code words for card numbers. Front will be given access to mobile phone data from members who use code words and card numbers to join a customer club.

Upon the Terms and Conditions taking effect, the data controller has approved the engagement of the above sub-processors for the processing activity specified for the sub-processor in question. The data processor may not – without the data controller’s express written consent – engage a sub-processor for another processing activity than the one specified for the sub-processor in question, or engage a different sub-processor for the specified processing activity.

Appendix C

Instructions for the processing of personal data

C.1. The object of processing/instructions for processing

The data processor processes personal data on behalf of the data controller by: Facilitating the availability of the programme on behalf of the data controller.

C.2. Information security

The data processor shall comply with any and all relevant data security measures required by the Personal Data Act and the Personal Data Regulations. The data processor shall document its procedures and any other measures that ensure compliance with these requirements. This documentation shall be made available to the data controller upon request, so that the data controller may ensure its own compliance pursuant to relevant legislation. The data controller has a duty to keep this documentation confidential and must not share the documentation with third parties without the data processor's consent. The data controller shall delete the documentation at the termination of this agreement, at the latest. The parties may require a declaration of confidentiality before disclosing information related to trade secrets.

In addition to access control and confidentiality, the data processor is obligated to carry out a risk assessment. All measures described in Article 32 of the GDPR must be regulated. Minimum requirements for security measures must be described to ensure sufficient guarantees. The data processor is obligated to implement appropriate measures, but the data controller may stipulate certain requirements for measures, describing:

- technical and organisational measures to protect the personal data
- potential pseudonymisation and encryption of personal data
- logging requirements
- any requirements relating to secure storage of personal data

C.3 Assistance to the data controller

The data processor shall, insofar as this is possible – and in the scope and extent described below – assist the data controller in ensuring compliance with sections 9.1 and 9.2 of these Terms and Conditions by implementing the following technical and organisational measures: Making the programme available by implementation on the data controller's e-commerce solution.

C.4 Storage period/deletion procedure

Personal data is stored as specified in section A.5 above, after which it will be automatically deleted by the data processor.

C.5 Processing location

Personal data subject to these Terms and Conditions may not, without written consent from the data controller, be processed in any location(s) other than the following:

Norway by Diller AS (*data processor*)

Frankfurt/London by Amazon Cloud (*cloud-based infrastructure*)

The Netherlands by Messagebird (*SMS gateway*)

The locations for any sub-processors' processing of personal data are specified in the table under section B.1.

C.6 Instructions for transfers of personal data to third countries

No instructions beyond what follows from the Terms and Conditions are provided, and the provisions of the Terms and Conditions therefore apply.

If the data controller, in the Terms and Conditions or later, provide documented instructions for the transfer of personal data to a third country or international organisation, the data processor may not, within the framework of the Terms and Conditions, perform such transfers.

C.7 Procedures for the data controller's audits, including inspections, of the processing of personal data by the data processor

None, beyond that which follows from Article 28 of the General Data Protection Regulation (GDPR).

Appendix D

The parties' regulation of other matters

None

Diller® price matrix

«Pay as you grow»

Flexible pricing. No yearly fees. No hidden costs. Just pay for the number of members in the loyalty program and the SMS messages you send.

< 5 000 members : Euro 0.069 per SMS
 5 -10 000 members : Euro 0.059 per SMS
 > 10 000 members : Euro 0.049 per SMS



diller.