smstools

DATA PROCESSING AGREEMENT

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For the use of the Smstools service, provided by Xtreme Internet Solutions BV

Between: Xtreme Internet Solutions BV, established at Rijksweg 428, 3650 Dilsen-Stokkem, Belgium, registered in the Crossroads Bank for Enterprises under number BE0821.588.020 (hereinafter: "XIS");

And

……………………………………………………………………………………………………..

established at…………………………………………………………………………………………

registered in the Crossroads Bank for Enterprises under number ……………………………… (hereinafter: "Customer");

Hereinafter collectively referred to as "Parties" and individually as "Party."
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1. Definitions
GDPR: Regulation (EU) 2016/679 concerning the protection of natural persons regarding the processing of personal data and the free movement of such data.
Services: The services provided by XIS to the Customer as specified in the Service Agreement and described on the XIS website (http://www.smstools.com).
Service Agreement: The agreement between the Parties under which XIS processes data on behalf of the Customer.
Data: All information exchanged between the Parties, including Personal Data.
Personal Data: Any information relating to an identified or identifiable natural person, as defined in the GDPR.
Processing Activities: The processing of Data by XIS in the context of the execution of the Service Agreement.
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2. Scope and Duration
2.1. This agreement is concluded within the framework of the execution of the Service Agreement and Processing Activities.
2.2. The agreement ends when the Service Agreement is terminated. At the request of the Customer, XIS will return or delete all Data.
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3. Purpose and Nature of Processing
3.1. Data processing occurs exclusively within the framework of the Service Agreement. The Customer is the data controller, and XIS is the processor under the GDPR.
3.2. XIS processes Data only as necessary for:
Receiving and structuring Data;
Integration into XIS systems;
Sending messages on behalf of the Customer;

Reporting to the Customer.

3.3. XIS processes Data within the EU or in countries with an adequate level of protection in compliance with the GDPR. The Customer may request written confirmation of the processing locations.

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4. Categories of Data and Data Subjects

4.1. The Personal Data processed by XIS may include email addresses, phone numbers, and other data provided by the Customer.

4.2. The Customer guarantees that the data subjects have provided their explicit consent for processing or that processing occurs on a legal basis under the GDPR.

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5. Customer Obligations

5.1. The Customer guarantees that the provided Data is lawfully processed and that XIS processes it lawfully.

5.2. If a data subject requests the deletion of their Personal Data, the Customer must immediately notify XIS.

5.3. The Customer has the right to conduct audits with an independent auditor. Audits must be announced at least 10 days in advance and must not disrupt XIS operations. Costs are borne by the Customer unless gross negligence by XIS is proven.

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6. XIS Obligations

6.1. Compliance with legislation: XIS processes Data in accordance with the GDPR and this agreement.

6.2. Customer Instructions: XIS follows the Customer's instructions, provided they are agreed upon in writing in advance.

6.3. Security Measures: XIS implements appropriate technical and organizational measures to secure Data, including:

Access control and password security;

SSL encryption and secure networks;

Regular audits and monitoring.

6.4. Data Breach Notification: XIS notifies the Customer of any serious data breaches within 48 hours, detailing the cause, impact, and proposed solutions.

6.5. Use of Subprocessors: XIS may engage third-party processors, provided they offer GDPR-compliant guarantees.

6.6. Data Deletion: Upon termination of the agreement, XIS deletes or returns the Data unless otherwise agreed.

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7. Liability

7.1. XIS's liability is limited to direct damages and to a maximum amount equivalent to the fees received from the Customer in the month preceding the damage-causing event.

7.2. XIS is not liable for consequential damages, lost profits, data loss, or damage due to non-compliance by the Customer.

7.3. Both Parties indemnify each other against liabilities arising from GDPR violations.

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8. Confidentiality

8.1. XIS has a duty of confidentiality regarding all Personal Data, except when disclosure is necessary for service execution or legally required.

8.2. XIS informs the Customer if an authority requests Data, unless prohibited by law.

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9. General Provisions

9.1. Changes to this agreement are only valid if agreed upon in writing by both Parties.

9.2. If a provision is declared invalid or unenforceable, the remaining provisions remain in effect.

9.3. This agreement is governed by Belgian law. Disputes shall be submitted to the courts of the judicial district of Hasselt.

Executed on …………………………….., in two copies, each Party receiving one.

For Xtreme Internet Solutions BV:
Name: Tom Hendrix
Position: CEO
Signature:

For the customer:
Name: …………………………………………………
Position: …………………………………………..
Signature: