

General Terms and Conditions, VHD Media Group AB

AB

1. General

These terms and conditions regulate the relationship between the Customer (hereinafter referred to as the "Customer" or "Party") and VHD Media Group AB, org. No. 556776-3429 (hereinafter referred to as "VHD" or "Party"), with respect to the service chosen by the Customer (hereinafter referred to as the "Service"). The service may, depending on Customer's order, include SMS, speed dial, digital coupons, file maintenance, and extra services or any other service that VHD offers at any given time.

The Customer accepts and approves VHD's General Terms and Conditions (i) which are an integral part of the service agreement signed between the Parties hereinafter referred to as the "Main Agreement" or (ii) when the Customer uses VHD Services, or (iii) otherwise interacts with VHD. These General Terms and Conditions are in an annex to the Main Agreement.

2. The Service

2.1 The content of the Service is specified in a separate quotation, order confirmation, invoice or agreement.

2.2 VHD reserves the right to change the scope and content of the Service, or to terminate all or part of the Service, if it is called for due to technical reasons or by law or other regulatory provision.

2.3 VHD shall provide support for the Service during the period that the Customer is a VHD customer, either via telephone or email, as well as with information on VHD's website. Processing time may be affected when, in some instances, we are dependent on third parties and may be referred to third party channels. In situations not classified as strictly support issues (repair), VHD has the right to receive compensation according to the applicable price list.

2.4 Customer details and information may be provided to third parties when it is necessary for the service to function.

2.5 The Customer must be at least 18 years old to order the Service.

3. VHD's responsibility

3.1 VHD undertakes to provide services to the Customer, but is not responsible for data lost due to delays, non-deliveries, missed deliveries, or service disruptions caused by events beyond VHD's control, or failure or negligence by Customer. VHD is not responsible for any problems that may

be attributed to VHD's suppliers. VHD is not responsible for any defects in the Customer's technical equipment or connection to the Service. VHD is entitled, without prior contact with the Customer, to upgrade, repair, and maintain the Service. To the extent possible, VHD shall give notification of this.

3.2 VHD handles all customer information as confidential and in accordance with the applicable General Data Protection Regulation (GDPR). Information about how VHD processes personal data can be found on VHD's website. VHD undertakes to act as a personal data processor for the customer in agreement with GDPR and as stipulated in the Personal Data Processor Agreement, Annex A

4. Customer's responsibility

4.1 The Customer is liable to VHD that information managed within the Service does not infringe on third party rights or otherwise violate applicable Swedish laws. The Customer is responsible for all content sent and received with the Service.

4.2 The Customer undertakes not to use resources or seek unauthorized access to VHD or hired subcontractors' systems, which are not intended for the Customer, and not to distribute computer viruses or other forms of malicious code.

4.3 The Customer accepts Annex A as a personal data processor agreement for all Services that the Customer uses at or via VHD.

4.4 The Customer agrees for VHD to use the Customer's company name as a reference and in marketing.

4.5 The Customer may not sell the Service without written approval from VHD.

4.6 The Customer is responsible for ensuring that the username and password assigned to the Customer by VHD are not distributed to unauthorized persons. The Customer is responsible for any abuse of the username and password. The Customer shall immediately notify VHD if any unauthorized use of an account or other security failures should occur.

5. Delivery and Payment

Messages (SMS) shall be considered delivered when sent by VHD to the immediate destination specified in the software in VHD applications, including SMPP and SMTP servers, network operators, or other intermediary servers or APIs which are considered to be the destination of the message. Even the messages that could not be delivered will be charged to the Customer. VHD is not responsible for coverage in the network. VHD is not responsible in the event that network

operators choose not to cooperate with VHD. VHD is entitled to charge exchange rate fees of 2.8%. VHD has the right to set prices in other currencies, such as Euros. Euro prices supersede all other prices and currencies. VHD is entitled to make price changes during the agreement period. Price changes will take effect immediately. Applicable prices are excluding VAT. Other payment terms are regulated by the agreement between VHD and the Customer.

6. Force Majeure

The following circumstances shall be deemed to constitute grounds for exemption if they occur after the Main Agreement has been concluded and impede its fulfillment: Labor conflict and any circumstance that VHD does not control, such as fire, war, mobilization or unforeseen military summons of similar scope, requisition, confiscation, confiscation, electioneering, currency exchange, insurgency or riot, pandemic, lockdown, scarcity of means of transport, general commodity shortages or restrictions in the form of driving force, and delays in deliveries from subcontractors, which have their basis in the circumstances referred to in this paragraph. It is incumbent on VHD who wishes to invoke such circumstance, as mentioned above, to inform the Customer in writing without delay of its occurrence as well as its cessation. VHD has the right to cancel the Main Agreement in writing due to "Force Majeure".

7. Termination

7.1 VHD and the Customer may terminate the Main Agreement in advance with immediate effect in event of the other party's (1) material breach of the Master Agreement, if it has not been corrected within fourteen (14) days from written notice; or (2) cessation of payments, opening of negotiations, or an other apparent insolvency situation.

7.2 VHD is entitled to immediately cancel the Main Agreement if:

- (i) an outstanding fee or invoice has not been paid within 14 days of sent invoice reminder;
- (ii) the subscription is used in an unauthorized manner or by an unauthorized person;
- (iii) there are any suspicions that the Service is being misused.

8. Liability

VHD is not responsible for expenses or any loss of income incurred by the Customer.

9. Transfer of Contract

The main agreement and the Service may not be transferred to any other party without written approval from VHD.

10. Applicable law and dispute resolution



Any disputes concerning the interpretation or application of the Master Agreement shall be decided by a general court, whereby the Uppsala District Court shall be the first instance.

11. Amendments

VHD reserves the right to make changes to these General Terms and Conditions. The latest revision will replace all previous versions.

12. Limitation of Liability

If there is damage to the Customer due to deficiencies in VHD's pledged liability, the damage will be compensated with an amount of a maximum of SEK 10,000. VHD is not responsible for damage incurred as a result of errors or defects in investigations, descriptions, calculations, drawings, advice or instructions provided by VHD or VHD partners.

Annex A -Personal Data Processor Agreement, VHD Media Group AB

Between

Personal Data Controller: "Customer".

and

Personal Data Processor: VHD Media Group AB.

Company registration number: 556776-3429

Country of establishment: Sweden

Personal Data Processor refers to VHD Media Group AB for the services listed in the VHD Media Group AB General Terms and Conditions, §1 General. Personal Data Controller refers to the Customer.

1. Introduction

Both Parties confirm that the signatories have the power of attorney to conclude this personal data processing agreement / data processing agreement hereinafter referred to as "DPA", which regulates the processing of Personal Data and which is an integral part of the service agreement signed between the Parties hereinafter referred to as the "Main Agreement". This DPA is an annex to the Main Agreement.

2. Definitions

2.1 The Definition of Personal Data, Specific Categories of Personal Data (Sensitive Personal Data), Processing of Personal Data, Data Subject, Personal Data Controller and Personal Data Processor are the same as used in the applicable Data Protection Regulation, including the General Data Protection Regulation (GDPR), as per this DPA and in Europe from May 25, 2018, and at any time, applicable national supplementary legislation, together hereinafter referred to as "Applicable Data Protection Act". In addition, all definitions are reproduced in Article 4 of the Data Protection Regulations. All terms under 2.1 are used with consistent meaning in this DPA.

2.2 This Annex refers to the Personal Data Controller as the "Customer" and the Personal Data Processor as "VHD."

2.3 The Data Protection Regulation refers here to the European General Data Protection Regulation 2016/679 ("Data Protection Regulation") upon entry into force, national provisions regarding the protection of personal data in the country in which the Customer operates, and any changes or replacements thereof at any time, including laws for application and completion of the Applicable Data Protection Act.

2.4 "Personal Data" means any information relating to an identified or identifiable natural person (the "Data Subject").

3. Principles for processing personal data

Through this DPA, the parties fulfill the requirements set out in the Data Protection Regulation that there should be a written agreement when the controller transfers personal data to a processor to process the personal data for the controller.

3.1 Protection of personal data

VHD takes the issue of Personal Data protection and security seriously and undertakes to process such data in accordance with the applicable Data Protection Regulation and according to the DPA. In the provision of the Services, VHD may process personal data regarding Users and others who have access to the Services. VHD may disclose Personal Data to third parties as specified in the Main Agreement as well as the DPA.

3.2 Data Protection Policy

See Data Protection Policy for more information on how Personal Data is processed in relation to the Services. The Data Protection Policy is contained in Annex 2.

4. The DPA's objective

The objective of the DPA is to regulate rights and obligations as well as to ensure a level of protection for the Data Subject's data processed by VHD's services in accordance with the applicable Data Protection Regulation.

5. Scope of processing

5.1 General

It is the Customer who determines the purpose and means of processing the Personal Data. VHD, its subcontractors and others acting on behalf of the Customer and who have access to Personal Data, shall only process this Personal Data on behalf of the Customer in accordance with the Main Agreement and the Customer's written instructions as well as in accordance with DPA, unless otherwise provided for by law. VHD shall immediately inform the Customer if it considers that an instruction violates the Data Protection Regulation.

5.2 Scope of procession

DPA concerns VHD's processing of Personal Data on behalf of the Customer in connection with the provision of the Services described in further detail in the Main Agreement.

5.3 Purpose of handling

The nature and purpose of the processing, including operations and basic handling activities, is to provide the Services described in further detail in the Main Agreement.

5.4 Personal data categories and the data subject

The data processing includes processing of Personal Data Connected to the Customer's end users, customers or employees, depending on the Customer's use of the Services.

The data processing applies to the following Personal Data categories that are subject to the Customer's specific use of the Services:

- Basic personal details, as in name, contact information such as email, telephone number, etc.
- Location data, such as GPS, wifi location data, and location data from VHD networks (which do not constitute traffic data as defined below).
- Traffic data: Personal data processed in connection with the transmission of information via an electronic communications network or invoicing thereof.
- Tasks related to content in communications such as email, voice messages, SMS/MMS, browsing data, etc.

6. Customer's obligations

6.1 The Customer guarantees that the Personal Data is processed for legitimate and objective purposes and that VHD does not process more Personal Data than is required to achieve such purposes.

6.2 The Customer is responsible for the existence of valid legal grounds for data processing before the Personal Data is transferred to VHD, and optional voluntary, specific, informed and unambiguous consent has been provided. The Customer undertakes to provide, at the request of VHD, a written statement/supporting documents for the basis of the data processing. The Customer also guarantees that the Data Subject, whose Personal Data is involved, has received sufficient information regarding the processing of this Personal Data.

6.3 Any instructions regarding the processing of Personal Data performed in accordance with this DPA shall be submitted primarily to VHD. In the event that the Customer gives direct instructions to a Subprocessor designated according to §§ 11, then the Customer shall immediately inform VHD of this. VHD is not in any way responsible for data processing performed by the Subprocessor as a result of instructions received directly from the



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Customer and which result in a breach of the DPA, the Main Agreement, or the Data Protection Regulation.

6.4 VHD does not control whether and how the Customer chooses to make use of any third party integration through VHD's API, via SMPP, or through data connection, or the like. Responsibility for such integrations with third parties is exclusively the sole responsibility of the Customer. VHD is not responsible as VHD for any processing of Personal Data through such third party integration.

6.5 By signing this DPA, Customer accepts VHD's Data Protection Policy as described in §3.2.

7. Confidentiality

7.1 VHD, its subcontractors and others acting on behalf of the Customer and who have access to the Personal Data, are bound by confidentiality and shall observe this in the processing of Personal Data and security documents in accordance with the Data Protection Regulation. VHD is responsible for ensuring that any subordinates and others acting on their behalf are subject to such confidentiality.

7.2 The Customer is subject to confidentiality regarding documentation and information that the Customer has access to in relation to VHD's and the Subprocessor's technical and organizational security measures or information that VHD wishes to keep confidential for other reasons. The confidentiality obligation also applies after the DPA's termination. This also applies as long as a legal obligation exists to handle this information with confidentiality.

8. Security

The security requirements regarding VHD's processing of Personal Data are governed in Annex 1 of the DPA, also called Security Policy.

9. Access to personal data and compliance with the data subject's rights

9.1 Unless otherwise agreed or stated in current legislation, the Customer is entitled to request access to Personal Data processed by VHD on behalf of the Customer.

9.2 If VHD or its Subprocessor receives a request from a Data Subject individual regarding the processing of his/her Personal Data, VHD shall forward this request to the Customer for continued processing, unless otherwise stated by law or the Customer's instructions.

9.3 VHD shall assist the Customer in the event the Data Subject, Supervisory Authority, or other third party requests information relating to the processing of

personal data. VHD shall receive compensation for such administrative assistance as per VHD's current prices, unless otherwise agreed.

9.4 In the event the Customer is required to conduct an impact assessment and/or consult the supervisory authority in connection with the processing of the Personal Data under this DPA, VHD shall assist the Customer in this. The Customer will be responsible for any costs that VHD has in connection with such administrative assistance.

10. Incidents

VHD shall investigate an incident, in the event of a detected or suspected personal data incident, such as unauthorized access, destruction, alteration or other unauthorized impact, take appropriate action to remedy the incident and prevent repetition, and inform the controller via an incident report.

11. Contracting of Subprocessors

11.1 As part of the delivery of services to the Customer under the Main Agreement and this DPA, VHD may use subcontractors as subprocessors. Such Subprocessors may be sister companies to VHD or external subcontractors (third parties) within or outside the EU. VHD shall ensure that the subcontractors agree to assume responsibility in compliance with the obligations stated in this DPA.

11.2 VHD shall ensure that its data protection obligations in accordance with DPA and the Data Protection Regulation are also imposed on any Subprocessors by written agreement. Subprocessors should, in particular, provide adequate guarantees regarding technical and organizational security measures to comply with the Data Protection Regulation and provide the Customer and relevant regulatory authorities with the necessary access and information to verify compliance. The customer gives VHD a general approval to use subcontractors as subprocessors to deliver services to the Customer. VHD does not need to disclose which Subprocessor it intends to use, if it is in violation of the confidentiality clause between VHD and the subcontractor.

11.3 If a general consent is given, VHD shall inform the Customer of any plans to hire new Subprocessors or to replace Subprocessors. Upon the appointment of additional Subprocessors, VHD shall ensure that these additional Subprocessors undertake to perform the processing on the same terms and conditions and according to the same standard as VHD itself. The customer shall promptly object to any such changes, however, no later than one week after VHD announced that the change will occur. If the Customer opposes the changes,

personal data may not be transferred over and the services shall be performed by VHD on their own or alternatively by a previously authorized Subprocessor. VHD may not, without the Customer's consent, provide personal data for processing to the Subprocessor.

12. Transfer

12.1 Transfer of data

If subcontractors are outside the EU, VHD shall ensure that the transfer is made in accordance with the Applicable Personal Data Act. The Customer hereby gives VHD the right and authority to ensure appropriate legal grounds for the transfer of Personal Data outside the EU on behalf of the Customer for example, by signing EU standard contract clauses or transferring Personal Data in accordance with the EU/US Privacy Shield.

12.2 Notification and Compliance of Subprocessors

If the subcontractor apparently fails to comply with the Data Protection Regulation, and the subcontractor continues to fail to comply with the Data Protection Regulation even after VHD has had reasonable time to ensure that the subcontractor complies with the regulations, the Customer may terminate the Main Agreement. Such termination may include the right to terminate the Main Agreement, in whole or in part, in accordance with the termination clauses contained in the Main Agreement. An important part of such assessments shall be to what extent the subcontractor's Processing of Personal Data is an essential part of the services provided under the Main Agreement. A change of subcontractors should not in itself be regarded as a breach of the Main Agreement.

12.3. Acceptance

By signing this DPA, the Customer agrees that VHD may use subcontractors as described above in §11 and §12.

13. Control

13.1 VHD shall provide the Customer with supporting documentation regarding implemented technical and organizational security measures as well as other information required to demonstrate VHD's compliance with its DPA obligations and applicable Data Protection Regulations.

13.2 The Customer and the supervisory authority in accordance with the applicable Data Protection Regulation have the right to carry out quality controls, including on-site inspections with evaluation of the Personal Data being processed, systems and equipment used for this purpose, including security policies and the like, and Subprocessors. The Customer shall not have



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access to information regarding VHD's other customers or confidential information. The Customer is entitled to carry out such controls once a year.

13.3 The Customer shall bear all costs incurred in connection with the Customer's inspections, including compensation, or accrued as such, to VHD for reasonable time loss during on-site inspections.

13.4 As VHD's services are multi-user environments, the Customer gives VHD the authority, for security reasons, to determine that auditing shall be performed by a neutral third party auditor chosen by VHD.

If the requested audit area is included in an ISAE, ISO or similar review report conducted by a qualified third party auditor within the previous twelve months and VHD confirms that there are no known significant changes in the actions reviewed, the Customer accepts this review report instead of requesting a new review of actions.

If Customer does not accept the neutral third party auditor chosen by VHD, the Customer may, together with VHD, choose another neutral third party auditor. In any case, an external auditor shall be bound by confidentiality.

13.5 The Customer is responsible for any costs incurred in connection with the requested revisions. Assistance by VHD that exceeds the standard service provided by VHD and/or VHD subcontractors to comply with the Data Protection Regulation will be charged.

14. Agreement duration and termination

The DPA is valid for as long as VHD processes Personal Data on behalf of the Customer. In the event VHD violates the DPA or fails in its compliance with the Data Protection Regulation, the Customer may (i) instruct VHD to immediately suspend processing of Personal Data; and/or (ii) terminate the DPA in accordance with the termination notice of the Main Agreement.

15. Consequences of termination

In the event that Customer chooses to terminate the DPA, VHD shall delete or return all Personal Data to the Customer, unless otherwise provided for by applicable law.

VHD shall provide the Customer with written documentation showing that deletion has occurred in accordance with the DPA and the Customer's instructions.

Unless otherwise agreed in writing, the cost of such actions shall be based on:

- a) hourly rates for VHD's time and
- b) the complexity of the requested process.

VHD may retain Personal Data after the DPA has ceased, to the extent required by law, with the same type of technical and organizational security measures as described in this DPA.

16. Limitation of liability

None of the Parties shall be held liable to the other for any unintentional, special, consequential, or indirect damages of any kind (including but not limited to interruption of business, loss of data, loss of profits, or the like) irrespective of the type of action that arises, whether applicable agreements, liability (including but not limited to negligence), strict product liability or other liability, even if they are informed of the possibility of such damage (so-called "indirect damage").

None of the Parties shall be held liable to the other for:

- a) failure or delay which is beyond the reasonable control of the negligent party, including general internet or line delays, power outage or machine failure; or
- b) errors caused by the other party's system or actions, negligence or omission, which are the sole responsibility of the latter party.

In any case, where the total and highest liability of each party in each twelve-month period (12) in accordance with the provisions of DPA or any transaction covered by DPA, may not exceed an amount corresponding to the total cost of the Services under the Agreement for a period of ½ (one-half) month before the event that entails liability.

17. Communication and changes

17.1 All communications regarding the DPA shall be made in writing to the email address that VHD has for the Customer.

17.2 In the event of changes to the Data Protection Regulation, judgment or statement from another authority that lead to another interpretation of the Data Protection Regulation, or changes to the Services that require amendment of this DPA, VHD has the right to make the necessary changes. The latest revision will replace all previous versions.

18. Applicable law and forums

This DPA is subject to the applicable law and jurisdiction specified in the Agreement between the Parties.

19. Personal data categories and the data subject

As VHD services allow the Customer to treat arbitrary data within the services, it is not possible to report generally on the categories of the Data Subject and Personal

Data included in Processing. It is the responsibility of the Customer to register this information.

The Customer may not transfer any Sensitive Personal Data to VHD. In the event of such transmission, VHD cannot be held liable for the improper handling of this Sensitive Personal Data. Sensitive Personal Data is defined in the applicable Personal Data Law, i.e.:

- Race or ethnicity, political opinions, religious or philosophical beliefs,
- data concerning health
- information about a person's sexual life or sexual orientation,
- membership of a trade union,
- Genetic or biometric data that uniquely identifies a natural person

Nor may the Customer transfer personal data relating to convictions in criminal proceedings and offenses.



Annex 1 - Security Policy, VHD Media Group AB

1. Information security requirements

The Personal Data Processor which, in accordance with the Agreement, deals with Personal Data for the Personal Data Controller, shall take appropriate technical and organizational security measures as provided for in the Data Protection Regulation and/or measures imposed by the relevant regulatory authority in accordance with the Data Protection Regulation or other applicable legislation to ensure an appropriate level of security.

The Personal Data Processor shall assess the level of security that is appropriate in view of the risks involved in data processing in relation to the Services, including the risk of accidental or illegal destruction, loss, modification, unauthorized disclosure or access to Personal Data transmitted, stored, or otherwise processed. All transfers of Personal Data between the Personal Data Processor and the Personal Data Controller or between the Personal Data Processor and third parties shall be performed with the appropriate level of security or as otherwise agreed between the partners.

This Annex contains a general description of the technical and organizational security measures that the Personal Data Processor should take to ensure an appropriate level of security. To the extent that the Personal Data Processor has access to such information, the Personal Data Processor shall provide the Personal Data Controller with general descriptions of the technical and organizational security measures taken by the Subprocessors to ensure an appropriate level of security

2. Technical and organizational security measures

2.1 Physical access control

The Personal Data Processor shall take proportionate measures to prevent unauthorized physical access to the Personal Data Processor's premises and facilities where Personal Data is stored. These measures shall include:

- Procedural and/or physical access control systems
- Door locks or other electronic access control systems
- Alarm systems, video/CCTV cameras or other monitoring equipment
- Logging in/out of premises
- ID, key, or other access requirements

2.2 Access control for systems

The Personal Data Processor shall take proportionate measures to prevent unauthorized physical access to the Personal Data Processor's system where Personal Data is stored. These measures shall include:

- Password routines (for example, length or special character requirements, forced password change on a regular basis, etc.)
- Access to systems that require authorization from HR management or IT system administrators.
- No access to guest users or anonymous accounts
- Manual locking procedures when a workstation is left unattended and automatically locked after no more than 5 minutes
- Restrictions for using removable media such as USB drives, CD/DVD or portable hard drives, and encryption requirements

2.3 Access control for data

The Personal Data Processor shall take proportionate measures to prevent authorized users from accessing data beyond their permission rights and to prevent unauthorized access, deletion, modification, or disclosure of Personal Data. These measures shall include:

- Differentiated access rights depending on tasks
- Automatic user logout via IT system

2.4 Data entry control

The Personal Data Processor shall take proportionate measures to control and determine whether and by whom Personal Data has been introduced, modified, and removed in the systems. These measures shall include:

- Differentiated access rights based on tasks
- Automatic user log-out and security log review to detect and monitor possible incidents
- Ensuring the ability to verify and determine to which entities Personal data have or may have been transferred or made available through data communication equipment
- Ensuring the ability to verify and determine which Personal Data has been filed, modified, or deleted in data processing systems, as well as when and by whom Personal Data has been filed, modified, or deleted.

2.5 Information Control

The Personal Data Processor shall take proportionate measures to prevent unauthorized access, modification, or deletion of Personal Data upon the disclosure of Personal Data. These measures shall include:

- Use of encryption for electronic data transfer of Personal Data, wherever possible

- Wherever possible, encryption using VPN for remote access, transportation and communication of Personal Data
- Wherever possible, a verification chain shall be used for all data transmission

2.6 Availability control

The Personal Data Processor shall take proportionate measures to protect Personal Data from accidental destruction or loss. These measures shall include:

- Frequent Backup of Personal Data
- Remote Storage
- Use of Anti-Virus/Firewall
- Monitoring by virus detection systems, etc.
- Ensuring that Personal Data cannot be compromised by system failures. • Ensure that installed systems can be reset in case of disruption.
- Uninterruptible power supply.
- Routines for operations' continuity

2.7 Separation control

The Personal Data Processor shall take proportionate measures to ensure the separate processing of Personal Data collected for different purposes. These measures shall include:

- Access restrictions for Personal Data stored for different purposes, depending on tasks.
- Data sharing in IT systems

2.8 Data/subcontractor control

The Personal Data Processor shall take measures in regards to the ordered Personal Data processing to ensure that Personal Data is processed only in accordance with the Personal Data Controller's instructions. These measures shall include:

- Clear formulation of instructions in agreement
- Follow-up of execution

2.9 Training and knowledge

The Personal Data Processor shall ensure that all employees are familiar with security and confidentiality procedures using:

- Clear rules in employment contracts concerning confidentiality, security, and compliance with internal routines.
- Internal routines and training on the requirements that apply to the processing of Personal Data in order to promote awareness of these.

3. Changes.

VHD reserves the right to make sporadic changes to this Security Policy. The latest revision will replace all previous versions.



Annex 2 - Data Protection Policy, VHD Media Group AB

Processing of personal data at VHD Media Group AB

VHD Media Group AB (company registration number 556776-3429 with a subsidiary, hereinafter also called VHD) is responsible for storing and processing personal data on behalf of individuals and organizations. VHD shall process personal data in accordance with the applicable laws and regulations. This data protection policy provides information about VHD's processing of personal data.

Terminology

- **A data subject** is an identifiable natural person.
- **A personal data controller** is the organization that defines the purpose of the data processing's purpose (s) and has an agreement with the data subject.
- **A personal data processor** processes personal data on behalf of the personal data controller. The processing is regulated by a personal data processing agreement between the personal data controller and the personal data processor.
- **Personal data** is all information directly or indirectly linked to an individual (data subject).
- **Traffic data** is data generated by using a network. An example may be when an individual uses the cellular network, which generates information about who sends and receives a message or phone call, start and end times, and the location of the cell phone. If traffic data is directly or indirectly linked to you as an individual, it is classified as personal data. For example, traffic data can be used for billing purposes.
- **Anonymous tasks** are tasks where all identifying elements have been deleted, so that it becomes impossible to link the data to an individual.
- **Processing** of personal data is any use of personal data, including collection, storage, modification, transfer, or deletion.

VHD as a personal data processor

How VHD processes personal data as a personal data processor is defined and described in the agreement between VHD and our customer, the personal data controller, and in the description of the respective services. The information about an individual (data subject) that we process as a personal data processor depends on which of our services are used by the

personal data controller. Further information can be found in the customer agreement's product-specific terms and conditions.

VHD's processing on behalf of the customer is regulated by a personal data processing contract, and VHD will only process personal data for the purpose of providing our services to the customer, and in accordance with the data processing agreement and the customer's instructions. Upon termination of the agreement or instructions from the customer, we will delete or return the personal data processed under the agreement, unless otherwise required by mandatory law.

Examples of data processing activities

- Sending messages, such as SMS or email, from our customer (personal data controller) to the end user (data subject).
- Creating message logs, statistics, and reports.
- Providing directory services.
- Monitoring traffic to ensure that messages are delivered and the system is stable.
- Enriching personal data with data from third-party sources (e.g., economic and demographic data from public sources) prior to anonymization and segmentation for use in marketing and reporting analysis. Please note that VHD or VHD's customer does not use supplementary data until it has been anonymized.
- Managing consent from the data subject.

Depending on the service and the customer's use of the service in question, we may, as a personal data processor, process personal data in the following categories

- Basic personal information (such as name), contact details (such as email address, phone number, etc.).
- Location data, such as GPS data, Wi-Fi location data, and location data from the Personal Data Processor's network (which does not constitute traffic data as defined below).
- Traffic data: Personal data processed in connection with transmission of communications via an electronic communications network or invoicing thereof.
- Data related to the use of our customer services, such as transaction history or message logs.
- Tasks associated with content in communications such as email, voice messages, SMS/MMS, web data, etc.

In some cases, VHD will be able to link personal data collected through multiple services as long as the data has been collected for the same purpose.

VHD as personal data controller

How VHD processes personal data as a personal data controller is defined and described in the terms of the agreement between VHD and our end user (registered). The information about the end-user we process as a personal data controller depends on which of our services are used.

Examples of data processing activities

- Managing end user profile.
- Managing end user consent.
- Managing membership.
- Fulfilling individual rights.
- Notifying end users of changes to services, terms and conditions, or this privacy statement.
- Replying to requests or questions regarding services, terms and conditions, or this data protection policy.
- Providing information and membership offers.

Depending on the service and the customer's use of the service in question, we may, as a personal data controller, process personal data in the following categories

- Basic personal information (such as name), contact details (such as email address, phone number, etc.).
- Location data, such as GPS data, Wi-Fi location data, and location data from the Personal Data Processor's network (which does not constitute traffic data as defined below).
- Traffic data: Personal data processed in connection with transmission of communications via an electronic communications network or invoicing thereof.
- Tasks associated with content in communications such as email, voice messages, SMS/MMS, web data, etc.

In some cases, VHD will be able to link personal data collected through multiple services as long as the data has been collected for the same purpose.

The legal basis for VHD's processing is as follows:

- To fulfill the agreement for the use of a service provided by VHD to the end user, e.g. in connection with the management of



user profile or membership, and to notify end users of changes to or respond to requests for services, terms of use or this data protection policy.

- To promote VHD's legitimate interests (always provided that the interests of the data subject are not greater than such interests), such as in terms of improving the services or user experience, in order to determine, claim or defend a legal claim, to prevent loss or damage to VHD or third parties, or to prevent any actions that may jeopardize the property of VHD or a third party or personal data belonging to the other users of the services.
- Consent, e.g. in connection with the promotion of VHD services.
- To comply with a statutory obligation that VHD has, for example, continued storage due to statutory rules for storage for accounting purposes.

The end user can at any time

- withdraw consent to data processing activities that are based on consent.
- access personal data.
- change personal data.
- request deletion of personal data.
- request limitation or opposition to processing.
- request the export of personal data.
- terminate the contract.

VHD will keep your personal data for as long as necessary to fulfill the data processing purposes, as defined in the general terms of the agreement or in the Main Agreement between VHD and our end user, and as a rule, to maintain personal data until the Agreement is terminated or until the end user requests deletion. Note that legal obligations, such as statutory rules regarding storage for accounting purposes may necessitate the storage of personal data after the agreement's termination. Continued storage may also occur when such storage is necessary for VHD's legitimate interests, including but not limited to, the determination, enforcement, or defense of legal claims.

With whom do we share information?

VHD may disclose personal data to third party vendors and host partners providing services for VHD in order to provide services. Such third party providers shall only use the personal data for the purposes

for which they have been collected and for the purpose of performing their services to VHD. The relationship with such third party providers shall be regulated by a data processing agreement.

The disclosure of personal data to public bodies may be done as and to the extent required by law and current regulations.

How do we use cookies?

VHD uses cookies and similar techniques on our site. Cookies help us determine which parts of our site are most popular, which pages are visited, and how long the visits last. This data is used to develop and analyze services as well as targeting site ads in services provided by partners. For further information, please refer to the VHD website.

How do we use Google Analytics and Google Adwords?

We use Google Analytics to see which sections of our site are most popular, which pages are visited, and how long visits last. The information is automatically deleted every 38 months. We are not interested in knowing who visits us and as soon as Google releases a tool to remove such data, we will enable it.

We use Google Adwords to market us through Google's channels. We can see when a click results in a visit, purchase, or order with us. But it is not until you actively become a customer that we can see who it is.

How do we protect personal data?

Personal data protection is of utmost importance to VHD. Therefore, we are constantly working to protect personal data. Our security policy includes protection for personnel, data, IT infrastructure, internal and public networks, office buildings, and technical facilities. Particular attention is paid to information such as personal data.

Our security work aims at balancing risk exposure, business value, available technology, vulnerabilities, and threats in order to comply with applicable laws, regulations, and contractual requirements.

VHD strives to implement security measures by setting appropriate privacy levels, thereby preventing personal data from being disclosed to unauthorized parties, both externally and internally.

Right to lodge a complaint with a supervisory authority

If you believe that the processing of personal data carried out by VHD is in violation of the relevant data protection provisions, you are entitled to file a complaint to the supervisory authority for

the location you reside, work, or where the alleged infringement has taken place, or any other relevant regulatory authority.

Changes to this data protection policy

VHD reserves the right to make sporadic changes to this security policy. The latest revision will replace all previous versions. The current version of the privacy statement will always be available on the VHD website or available on request. We recommend that you check the data protection policy from time to time for the latest updates. We will notify you of any changes to the data protection policy for which you are entitled to obtain information about or which require your consent.

Contact information

If you are a direct customer of VHD, please contact our customer support via email for general questions: support@vhdmmedia.se

Note: If you do not have general questions but have a personal data case, then you must submit your case via the form at the following link:

<https://www.vhdmmedia.se/personuppgiftsar ende>

If you are an end user of one of VHD's customers, please contact the customer or sender directly.



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