

# Düsseldorf Congress

## General Terms and Conditions for Events SUPPLEMENTARY AGREEMENT FOR DIGITAL SERVICES

Last Updated: April 2023

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## § 1 Scope, description of services

1. The following agreement shall apply to all services rendered which involve the processing of personal data and which are to be performed by Düsseldorf Congress as a processor within the meaning of Art. 4 No. 8 GDPR. Unless otherwise agreed between the Organiser and Düsseldorf Congress, this shall in any case apply to attendee management and the provision of all digital services, i.e. in particular streaming and content management. In this respect, Düsseldorf Congress shall be bound to the Organiser within the meaning of Article 28 (3) sentence 1 of the GDPR with regard to the handling of personal data by virtue of the following agreements.

2. If the Organiser organises the event on behalf of a third party (e.g. as an agency), it shall disclose this to Düsseldorf Congress and name the third party to Düsseldorf Congress in writing, at the latest upon conclusion of the contract. As a contractual partner of Düsseldorf Congress, the Organiser shall remain responsible for all obligations incumbent upon the "Organiser". Such an Organiser is obliged to conclude a contract with that third party which at least corresponds to the agreements in this Supplementary Agreement in order to meet the requirements of Art. 28 of the GDPR and thus to place himself in the role of a processor. Düsseldorf Congress acts as a further processor in this respect. In this case, such an Organiser shall be responsible for ensuring that the subcontractors of Düsseldorf Congress approved by him are also approved by the controller.

3. If attendee management has been agreed as a service, Düsseldorf Congress shall carry out the registration and/or enrolment of attendees for an event on behalf of the Organiser, depending on the agreement. In connection with a streaming or content management service covered by the contract, the data will also be processed to implement the Organiser's access authorisation concepts in accordance with the Organiser's specifications.

4. If streaming (live) has been agreed as a service, Düsseldorf Congress shall owe system resources for the purpose of (live) transmission of an image and/or sound signal of medium type and quality to a website for which the Organiser is responsible. If agreed, texts to be provided by the Organiser shall also be inserted in accordance with the Organiser's specifications. The Organiser shall independently realise the publication and/or making available to the target audience, especially through the website for which he is responsible.

5. If streaming (on-demand) has been agreed as a service, Düsseldorf Congress shall owe system resources for the purpose of recording an image and/or sound signal of medium type and quality. If agreed, texts to be provided by the Organiser shall also be inserted in accordance with the Organiser's specifications. The recordings shall be stored by Düsseldorf Congress for the agreed period and made available for retrieval via the Internet. Publication and/or making available to the target audience shall be carried out on behalf of the Organiser and in accordance with the Organiser's specifications.

6. If content management has been agreed as a service, Düsseldorf Congress shall, on the one hand, store the image and/or sound signals that are the subject matter of the contract in connection with streaming and/or, on the other hand, store content of other kinds (collectively referred to as "Content") either on system resources owed by Düsseldorf Congress for the agreed period of time and make them available for retrieval via the Internet or place them in the storage space of a third party (hosting provider) on behalf of the Organiser. The Content shall be made available for retrieval in accordance with the Organiser's specifications insofar as system resources operated by Düsseldorf Congress are used for storage; otherwise in accordance with these specifications, but subject to the configurability made possible by the hosting provider.

7. In the areas of attendee management and digital services, in particular the streaming and content management offered in connection with hybrid or virtual events, Düsseldorf Congress shall only have the tasks and obligations of a technical service provider and processor within the meaning of Art. 4 No. 8 of the GDPR. The Organiser shall be responsible for ensuring that the necessary authorisations have been obtained for the

publication or making available of content, in particular image and/or sound signals, and that these do not infringe any third-party rights. Düsseldorf Congress shall only be responsible for the functioning of the system resources under its control, so that the responsibility of Düsseldorf Congress ends in any case at its own transfer point to network level 3 (in-house transfer point, transition to the wide area network). Success must thus not be guaranteed in the case of streaming (live) with regard to transmission, and in the case of streaming on-demand and content management with regard to retrieval. Insofar as Düsseldorf Congress is responsible for the provision of Content for retrieval, the system resources controllable by Düsseldorf Congress shall guarantee an availability of the Content of 95% on an annual average. Düsseldorf Congress shall not be liable for data backups unless the Organiser has commissioned and paid for them separately.

## § 2 Concretisation of the assignment

1. The processing of personal data by Düsseldorf Congress shall be carried out on behalf of and with the knowledge of the Organiser. Duplicates or backup copies may be made by Düsseldorf Congress if and to the extent that this is in accordance with the usual care and proper data processing.

2. The object of the processing activities is the services to be provided by Düsseldorf Congress under the event contract. Details are set out in the descriptions of the services to be provided in the event contract, its Annexes and the GTCE of Düsseldorf Congress.

3. The duration of the processing activities corresponds to the duration of the provision of the service as specified in the event contract with which the commissioned processing is associated.

4. The type(s) and purpose(s) of the processing of personal data by Düsseldorf Congress have been specifically described by the parties in an Annex to the event contract, to which reference is made here. The parties clarify that, in contrast to the aforementioned purposes pursued by the Organiser with the processing, the contractual execution of the processing by Düsseldorf Congress is for the purpose of providing the contractual services, and that this processing is not a purpose of its own pursued by Düsseldorf Congress within the meaning of Article 4 No. 7 of the GDPR and that Düsseldorf Congress does not pursue any such purposes of its own with regard to the processing of personal data.

(5) The type(s) of personal data processed by Düsseldorf Congress on behalf of the Organiser and the category(ies) of data subjects to which the data relate have been specifically described by the parties in an Annex to the event contract, to which reference is made here.

## § 3 General information on the rights and obligations of the Organiser

1. The Organiser shall inform Düsseldorf Congress without delay if the Organiser discovers errors or irregularities during the audit of the processing during the checks occasionally carried out by the Organiser or in any other way.

2. In exercising its powers, the Organiser shall be obliged to show reasonable consideration for the rights, legal assets and interests of Düsseldorf Congress.

## § 4 Authority of the Organiser to issue instructions

1. Düsseldorf Congress undertakes to carry out processing only in accordance with the contractual requirements, which the Organiser may specify in individual cases by issuing instructions. The decision as to whether processing is to take place and which data is to be processed by Düsseldorf Congress is subject to the right to issue instructions. The decision on the means of processing shall be made solely by the Organiser; however, Düsseldorf Congress shall only be contractually obliged to carry out the processing by certain means or in certain ways after prior agreement between the parties, which also includes the corresponding contribution of the Organiser. The right to issue instructions shall not extend to the technical and organisational measures to be taken by Düsseldorf Congress and shall generally find its limits in the contents of the event contract.

2. Instructions for processing shall only be effective if the Organiser notifies Düsseldorf Congress of them at least in written form. If the event contract specifies to whom the Organiser is to send its instructions on the part of Düsseldorf Congress, the instructions shall only be relevant for Düsseldorf Congress if this requirement is met.

3. Düsseldorf Congress shall inform the Organiser without delay if it is of the opinion that an instruction violates data protection regulations (complaint). Düsseldorf Congress shall be entitled to suspend the implementation of the relevant instruction until it is confirmed or amended by the Organiser. A confirmation shall also only be effective if it is communicated at least in writing.

4. All instructions issued, including complaints and confirmations, shall be documented by the Organiser in an orderly and complete manner. A copy of the documentation shall be handed over to Düsseldorf Congress at any time upon request.

5. Düsseldorf Congress shall be entitled to carry out processing operations beyond the contractual requirements and contrary to explicit instructions, provided that Düsseldorf Congress is obliged to do so by the law of the European Union or of the Member State to which Düsseldorf Congress is subject. In such a case, Düsseldorf Congress shall notify the Organiser of such legal requirements prior to carrying out such processing, unless the relevant law prohibits such notification due to an important public interest.

#### **§ 5 Quality assurance and further obligations of Düsseldorf Congress**

1. For performing the work, Düsseldorf Congress shall only employ persons who are bound to confidentiality and who have previously been familiarised with the data protection provisions relevant to them.

2. The Organiser and Düsseldorf Congress shall cooperate with the supervisory authority in performing their tasks upon request.

3. If the Organiser is subject to an inspection by the supervisory authority, to an administrative offence or criminal proceedings, to the liability claim of a data subject or a third party or to any other claim in connection with the data processing by Düsseldorf Congress, Düsseldorf Congress shall support the Organiser in its defence, if and to the extent that actions by Düsseldorf Congress are indispensable in factual terms for this purpose and such cooperation is reasonable for Düsseldorf Congress and the Organiser pays a fee for the expenses incurred as a result, applying the remuneration rules of the service agreement accordingly.

#### **§ 6 Technical and organisational measures**

1. Düsseldorf Congress is commissioned to design the technical and organisational aspects of the provision of services in such a way that they meet the special requirements of data protection. Düsseldorf Congress shall take technical and organisational measures for the adequate protection of the Organiser's data that meet the processing security requirements set out in Art. 32 GDPR. Düsseldorf Congress shall provide the services in such a way that the confidentiality, integrity, availability and resilience of the systems and services in connection with the processing can be guaranteed to an appropriate extent.

2. Düsseldorf Congress is permitted to change technical and organisational measures during the term of the event contract as long as this ensures an appropriate level of protection. If such a level can no longer be guaranteed without changes to the measures, modified technical and organisational measures must be implemented without delay. The need for changes arises in particular from changes in the general conditions as well as judicial or official requirements vis-à-vis the Organiser, Düsseldorf Congress or another customer of Düsseldorf Congress who uses the same standardised service of Düsseldorf Congress, which makes a change necessary.

3. Düsseldorf Congress shall not unreasonably reject requests by the Organiser for changes to the measures to be taken by Düsseldorf Congress if the Organiser has agreed to bear the costs arising from the implementation of his change requests.

4. The Organiser shall cooperate in the implementation of the technical and organisational measures at the first request of Düsseldorf Congress, insofar as information is required from him or other acts of cooperation are required from the point of view of Düsseldorf Congress, in particular for the implementation of access authorisations.

#### **§ 7 Subcontracting**

1. Düsseldorf Congress is obliged to comply with the requirements set out in Article 28 (2) and (4) of the GDPR.

2. Düsseldorf Congress is generally permitted to have its services rendered by subcontractors (other processors). Insofar as specific subcontractors are named in the offer of Düsseldorf Congress, in the event contract or its appendices, these shall be approved separately by the Organiser upon conclusion of the contract.

3. Düsseldorf Congress shall inform the Organiser in good time of any further intended subcontracting, change in the subcontracting or replacement of such subcontractors, so that the Organiser has the opportunity to raise an objection on factual grounds within ten working days of receipt of the information. Both the information and the objection must be in writing at least in order to be effective. The objection must also state a factual reason.

4. If the objection is received by Düsseldorf Congress in due time and an objective reason is given, Düsseldorf Congress shall refrain from calling in and/or substituting a subcontractor as intended. Otherwise, the Organiser's approval shall be deemed to have been granted.

5. Processing to be carried out by the intended use of a subcontractor may be postponed by Düsseldorf Congress for the duration of the objection period in order to await the Organiser's decision. The same shall apply to the provision of services in connection therewith.

#### **§ 8 Fulfilment of the rights of data subjects**

1. If the Organiser is under an obligation to a data subject under applicable data protection law, Düsseldorf Congress will assist the Organiser in fulfilling his obligations if and to the extent that actions by Düsseldorf Congress are in fact indispensable for this purpose and to the extent that such cooperation is reasonable for Düsseldorf Congress.

2. If a data subject contacts Düsseldorf Congress directly with enquiries or claims, Düsseldorf Congress will refer the data subject to the Organiser.

#### **§ 9 Cooperation and notification obligations of Düsseldorf Congress**

1. Düsseldorf Congress shall support the Organiser in complying with the Organiser's obligations set out in Articles 32 to 36 of the GDPR, insofar as and to the extent that actions by Düsseldorf Congress are in fact indispensable for this purpose and such cooperation is reasonable for Düsseldorf Congress and the Organiser pays a fee for the resulting expenditure, applying the remuneration rules of the service agreement accordingly.

2. Düsseldorf Congress is obliged to report any breach of the protection of personal data within the meaning of Article 4 No. 12 of the GDPR in connection with the processing to the Organiser without delay, without Düsseldorf Congress having any discretion to decide that a report to the Organiser could be omitted because there might not be any risks to the rights and freedoms of natural persons.

#### **§ 10 Control rights of the Organiser**

1. The Organiser may request information from Düsseldorf Congress to prove compliance with the obligations set out in Article 28 of the GDPR and may carry out checks on Düsseldorf Congress for this very purpose.

2. Such checks shall be carried out regularly by obtaining a self-disclosure from Düsseldorf Congress. Düsseldorf Congress is entitled to supplement or replace the submission of a self-disclosure by providing copies of attestations or certifications by third parties, provided these are not older than two years.

3. In the event of factually justified doubts as to the correctness or completeness of the statements made in a self-disclosure or in testimonials or certifications, as well as in the event of the existence of an important reason, Düsseldorf Congress undertakes to tolerate the performance of an on-site inspection. In such cases and for this purpose, Düsseldorf Congress grants the Organiser the right to inspect the Organiser's compliance with the contractual requirements and the obligations under Article 28 of the GDPR at the premises of Düsseldorf Congress during normal office hours and without any significant disruption to Düsseldorf Congress' operations. The Organiser may only obtain information required for this purpose from the management of Düsseldorf Congress and only to an extent that is reasonable for Düsseldorf Congress.

4. The Organiser may only exercise the inspection, access and information rights himself or through his own employees or through external inspectors to be commissioned by him at his own expense. The specific person shall be announced by name in advance. Only persons with a professional duty of confidentiality shall be considered as external auditors, and only if the Organiser proves to Düsseldorf Congress prior to the start of the audit that it has agreed with the respective professional that Düsseldorf Congress will not be included in the scope of protection of the professional duty of confidentiality without the involvement of Düsseldorf Congress.

5. The Organiser shall document the on-site inspection carried out by him and its results in a timely manner and shall provide Düsseldorf Congress with a complete copy of the documentation immediately after it has been prepared.

#### **§ 11 Termination of the order**

1. If the provision of services ends, Düsseldorf Congress shall delete or destroy all data from the Organiser's business area that is still in its possession, unless and insofar as the Organiser instructs Düsseldorf Congress to return such data to him upon termination of the event contract or immediately thereafter at the latest.

2. Düsseldorf Congress shall be entitled to refrain from such deletion or destruction as well as from a return by way of exception, provided and to the extent that legal requirements for Düsseldorf Congress are opposed thereto. In such cases, Düsseldorf Congress shall notify the Organiser of such legal requirements, unless the relevant law prohibits such notification due to an important public interest.