

GENERAL CONDITIONS FOR THE PROVISION OF DATA PROTECTION SERVICES

Download PDF

FIRST - OBJECT

These General Contracting Conditions are applicable to the data protection services provided by FORLOPD | SEGURIDAD Y PRIVACIDAD DE DATOS, S.L. (hereinafter, and indistinctly, the Service/s).

SECOND - SPECIFIC CONTRACTING CONDITIONS

At the time of contracting the Service(s), FORLOPD will provide you with detailed information about the rates, as well as other relevant commercial and economic conditions. These Special Conditions, together with these General Conditions, constitute the contract that regulates the relationship between the CLIENT and FORLOPD.

THIRD - GENERAL CONTRACTING CONDITIONS

3.1.-DURATION OF THE CONTRACT

This Contract shall enter into force on the date of its signature through the quotation provided, and shall have an initial duration of twelve (12) months, at the end of which it shall be automatically extended for annual periods, unless either of the parties expressly states its will to the contrary thirty (30) days prior to the date of termination of the initial period or any of its extensions.

In case of expressing the will not to extend the contract, the communication must be made in a reliable manner and be recorded in writing. In this context, FORLOPD will issue a receipt certifying the cancellation and validating the process of termination of the contract. Any additional notification related to this process must also be carried out by written and reliable means.

For the purposes described above, the CLIENT may use the following e-mail address: bajas@forlopd.es or send his/her request to the assigned technician/DPO.

Notwithstanding the foregoing and considering the nature of the Service provided, a shorter duration may be established both in the Particular Conditions subscribed by the Parties and in the specific section related to the Service within this Contract. Likewise, for those Services that present especially singular characteristics, such particularities shall be expressly informed in this Contract, guaranteeing access to the specific conditions that may be applicable.

3.2.- PRICE, TERMS AND CONDITIONS AND METHOD OF PAYMENT

The annual cost of the service and the terms of payment, as well as any additional particulars, shall be those expressed in the Quotation signed by the CLIENT at the time of contracting.

Regarding payment, it is established that the CLIENT shall pay the invoice amount by means of a single payment made by direct debit. Exceptionally, payment by bank transfer will be accepted, this being indicated in the particular conditions expressed in the quotation. Likewise, the quotation shall establish those payment conditions different from those previously expressed.

Payment shall be made five (5) days after the commencement of the work, unless otherwise agreed between the Parties and stated in the corresponding Particular Conditions of Contract.

Once the initial duration of the contracted service has expired, in case of extension FORLOPD reserves the right to revise the conditions and the activity of the entity, with the purpose of adjusting the initial price of the contract. This modification may imply an extension or reduction of the cost, depending on the circumstances that have arisen during the previous period.

In the event that a discount is granted on the total cost of the service budgeted, this will be applicable only during the first year of the contract. From the second year onwards and in successive renewals, the service shall be invoiced in full unless both parties agree in writing,

prior to renewal, to maintain the initial discount or to establish a different one. In this context, any agreement must be formalized by means of an addendum to the contract or written communication signed by both parties, reflecting the specific conditions applicable to such benefit.

The price stipulated in this contract shall be adapted in accordance with the CPI (Consumer Price Index) increases that may occur in each year of the service provided, according to the indexes published by the INE (National Institute of Statistics). This update of tariffs will not imply a modification in the Conditions established in the present Contract. Consequently, its application does not grant the client the right to cancel or terminate the contract in advance without the contractual commitments previously assumed.

3.3.- GENERAL CONDITIONS OF SERVICE

Acceptance of this document implies that the CLIENT:

- Has read, understands and understands what is set out in the Specific and General Conditions of Contract.
- That he/she is a person with sufficient capacity to contract.
- That he/she assumes all the obligations set forth herein.

By signing this contract, both Parties undertake to comply with the present stipulations and with the obligations assumed herein. This Agreement is binding from its effective date and may not be terminated earlier if the conditions set forth in Stipulation 3.4 regarding the suspension and termination of the Agreement are not met.

3.3.1.- Operation of the Service(s)

You are contracting the services specified in the Budget subscribed during the period of validity stipulated in Clause 3.1 of these General Contracting Conditions.

In the said Quotation, the Particular Conditions governing the operation of the Service provided by FORLOPD, as well as the content of the Services provided, will be established.

The following are additional specifications and conditions that are applicable to the service(s) quoted and that are not included in the quotation provided. These specifications include aspects related to the scope, execution terms, and any other relevant condition that complements what is already established in the aforementioned document:

RGPD AND LOPDGDD IMPLEMENTATION AND ADAPTATION SERVICE:

The RGPD and LOPDGDD implementation and adaptation service shall be provided in accordance with the conditions detailed in the quotation, which shall exclusively include the actions indicated in accordance with the selected contracting package. Said budget shall clearly specify the tasks and deliverables associated with each type of service, ensuring its adequacy to the specific needs of the CLIENT and the level of compliance required. In view of the above, the following specifications are established:

1. a) Documentation service according to the type of pack contracted:

The Legal Department will be in charge of preparing the legal documentation and solving the legal doubts related to the same, as well as attending to the corresponding notifications, legal exercises and requirements, depending on the service contracted.

The documentation provided may vary according to the needs of the organization and will be provided in Spanish. In the case of the Pyme + and Premium services, the delivery of the documentation in English will be included, upon request. Any additional translation not

included in the contracted package will be budgeted independently, and in no case will it be considered as a sworn translation. Likewise, in case the CLIENT requires a document not included in the contracted service, such document will be quoted separately.

1. b) Services included according to the type of pack purchased:

- i.- Meetings with suppliers: up to four (4) meetings per year with suppliers are included in the Premium Service, as indicated in the quotation. Additional or extraordinary meetings will be subject to a separate quote. For the Pyme and Pyme+ services, all meetings with suppliers will be budgeted separately.
- ii.- External documentation review: In the Premium Service, this service is included without limitations. In the case of the Pyme and Pyme+ services, the review of external documentation will be computed through the contracted bag of hours.
- iii.- Preparation of personalized documents: In the Premium Service, the preparation of personalized documents related to the contracted service is included without restrictions. In the Pyme and Pyme+ services, the preparation of these documents will be carried out using the bag of hours or will be subject to a separate quote, as previously agreed.
- iv.- Meetings, travel costs and per diems: Meetings shall be held mainly by telematic means, unless otherwise agreed by the Parties. In the event that face-to-face meetings are necessary, travel and per diem costs are not included in the determined fee and shall be subject to a separate budget, according to the specific needs and circumstances of each case.
- v.- In case the CLIENT requires a service not contemplated in the contracted package, such service will be budgeted separately, adjusting to the specific needs.

1. c) Hourly exchange service:

The hourly exchange service, included in the packs, shall apply to consultations and the services mentioned above. Complex consultations shall be answered by the Legal Department, and the maximum term for the answer shall be seventy-two (72) working hours from its receipt, except in urgent situations, in which priority attention shall be guaranteed, provided that the circumstances allow it.

With regard to the fractionation of time, validity and expiration of the hours, as well as the rates and recharge of the bag, the specific conditions of the service, which are detailed in the section "Bag of hours service" below, shall apply.

1. d) package hours in case of group prices:

When the data protection service is contracted under a group price, applicable to several entities, it will be understood that the contracting is carried out jointly by all of them and that, therefore, a single bag of hours will be assigned, depending on the type of service contracted (SME, SME+, Premium or Community of Owners).

In this case, the pool of hours will be shared by all the entities in the group, and will not be multiplied by the number of companies included.

In the event that different modalities have been requested within the group, the one with the widest scope shall prevail, and the bag of hours corresponding to said modality shall be applied as the only one and common to all the entities.

DATA PROTECTION RISK ANALYSIS SERVICE:

The provision of this service is subject to the specific General Conditions of Contract. Said conditions are available at the following link: <https://forlopd.es/condiciones-contratacion/>

DATA PROTECTION IMPACT ASSESSMENT SERVICE:

The provision of this service is subject to specific General Terms and Conditions of Contract. These conditions are available at the following link: https://forlopd.es/condiciones-contratacion/#condiciones_eipd

EXTERNAL AUDIT SERVICE:

The provision of this service is subject to specific General Terms and Conditions of Contract. These conditions are available at the following link: <https://forlopd.es/condiciones-contratacion/>

DATA PROTECTION TRAINING:

The training will be managed by SERVIFORMA | SERVICIOS FORMATIVOS EN MATERIA LABORAL S.L., with Tax ID No. B88046487, an entity specialized in professional training and part of the FORLOPD GROUP.

If this service is contracted, Section III of Clause 3.5.1 of this Contract regarding data transfer will apply.

HOURS PACKAGE SERVICE:**I. Conditions of Use:**

The purchased hours are to be used exclusively for the services specified in the quote. The maximum response time for inquiries will be seventy-two (72) business hours from their receipt. However, in urgent cases, priority attention will be guaranteed whenever circumstances allow. For services not specified, time will be estimated based on the complexity of the task. The CLIENT will be informed in advance of such an estimate. For services involving representation before competent authorities, hours will be counted based on the actual time spent performing the necessary actions.

II. Time Breakdown:

Service hours are calculated in 15-minute increments.

III. Validity and Expiration of Hours:

The hours included in the purchased Hours Package will be valid for a maximum period of one (1) year from the date of signing this Contract. Any unused hours after this period will be considered expired and cannot be refunded or transferred.

IV. Rates and Reloading the Hours Package:

If the CLIENT exhausts all available hours, they may purchase an additional Hours Package.

WEB / APP ADAPTATION SERVICE

The web / app adaptation service exclusively includes a review of legal compliance of the website / app and the preparation and delivery of the necessary documentation to ensure compliance with current legislation, as detailed in the quote.

This service does not include implementation of the texts on the website / app. If such implementation is required, a separate and independent quote will be provided.

Likewise, the drafting of Terms and Conditions for e-commerce portals is not included and will be quoted separately as part of a specific e-Commerce adaptation service.

The duration of the service will correspond to the time required for full execution of the project, estimated at a maximum of seven (7) business days from the signing of this Contract, provided the CLIENT supplies the required information in full and within the requested deadlines, in accordance with the following section.

3.3.2 - Proper Use of the Service

The CLIENT agrees to use the Service in accordance with the law, moral standards, generally accepted good customs, and public order. They shall refrain from using any functionality of the Service for illegal purposes or effects, or in ways that harm the rights or interests of third parties, or that may damage, disable, overload, or impair the services provided by FORLOPD.

The CLIENT is responsible for ensuring that all information communicated or transmitted to the FORLOPD consultant is truthful, accurate, and up to date. In this context, it is imperative that the provided data accurately reflect reality. FORLOPD shall not be held liable for problems arising from non-compliance with this clause and disclaims any liability for inaccuracies, falsehoods, or outdated information provided by the CLIENT.

To ensure proper service delivery, it is essential that the CLIENT actively collaborates by providing relevant information in a timely manner. Failure to comply with this obligation releases the provider from any responsibility for potential delays or deficiencies in the service.

The documentation provided to the CLIENT is limited to exclusive use by the contracting entity. If the CLIENT misuses this documentation, shares it with third parties, or uses it for other entities, FORLOPD reserves the right to take appropriate legal action to protect its contractual rights and interests.

3.4 - SUSPENSION AND TERMINATION OF THE CONTRACT

This Contract may be terminated for the following reasons:

Non-payment: FORLOPD may unilaterally terminate this Contract and any related annexes without prior notice and without prejudice to its right to claim outstanding amounts. The person responsible for the non-payment must also pay interest on overdue payments until they are settled, calculated at the legal interest rate plus 2 percentage points, and will be liable for any damages caused.

The CLIENT may also terminate the contract in the event of FORLOPD's failure to meet its obligations.

End of Term: Upon expiration of any pre-established period, with the notice period set forth in the Contract, without justification or compensation.

Breach of Clause 3.7: Termination may also occur if the CLIENT refuses to follow FORLOPD's instructions/recommendations or damages FORLOPD's reputation through actions attributable to the CLIENT.

Mutual Agreement: Termination by mutual written agreement of the Parties.

3.5 - DATA PROTECTION

The Parties agree to comply at all times with the current data protection legislation.

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, and Spanish Organic Law 3/2018 of December 5 on the Protection of Personal Data and Guarantee of Digital Rights, the Parties will process the personal data of the signatories and/or representatives based on legitimate interest and for the purpose of managing the business relationship and fulfilling contractual obligations.

Data subjects may exercise their rights of access, rectification, deletion, and others recognized by the aforementioned regulations by contacting the respective party at the address listed in the contract header.

Additionally, FORLOPD provides the following email as a channel for such requests: infodpo@forlopd.es

Personal data of the signatories will not be shared with third parties unless strictly necessary to comply with a legal obligation.

In relation to the personal data accessed under this contract, both parties commit to:

Maintain maximum confidentiality of all accessed information.

Prevent unauthorized third-party access to such data.

Prevent alteration, loss, unauthorized access, or processing of said data.

Ensure appropriate levels of security in accordance with data protection laws.

By signing this document, both parties declare that all provided data is true, accurate, complete, and current; and commit to informing of any changes. Each party shall be solely responsible for any direct or indirect damages resulting from non-compliance with this clause.

3.5.1 - DATA PROCESSING AGREEMENT

This regulation does not apply to the Data Protection Officer (DPO) service, as the processing agreement may compromise the DPO's independence, as stated in Section 4 of the GDPR. It also does not apply to services that do not involve data processing under Article 28 of the GDPR.

Under the agreement between the Parties, it is inherent that the DATA PROCESSOR processes personal data on behalf of the DATA CONTROLLER. In accordance with Article 28 of the GDPR, both Parties agree to the following clauses:

I. Type of Data:

For the execution of the services, the CONTROLLER will provide the PROCESSOR with the data specified in the Annex relating to the contracted service. This document can be accessed in the "Annexes" section of the Contracting Terms, linked in the quote.

II. Controller's Obligations:

Verify that the PROCESSOR provides sufficient guarantees to protect data subject rights.

Provide the data mentioned above.

Ensure GDPR compliance by the PROCESSOR, including conducting inspections/audits.

Notify the PROCESSOR of any changes in the data.

Respond to data subject requests (access, rectification, deletion, objection, etc.).

Conduct a DPIA if necessary.

III. Processor's Obligations:

Use personal data only for the specified purpose. The data may not be used for personal purposes or altered without written authorization.

Follow the CONTROLLER's instructions. If any instruction breaches the GDPR, the PROCESSOR must notify the CONTROLLER immediately.

Ensure all employees or agents with access to the data are reliable and committed to confidentiality.

Do not disclose the data to third parties without the CONTROLLER's explicit consent or unless legally required.

Furthermore, for the purpose of managing training related to the services provided, the PROCESSOR is authorized to share data with the following entity when necessary:

Razón Social / NIF	Contact	Service	Servers
SERVIFORMA SERVICIOS FORMATIVOS EN MATERIA LABORAL S.L., B88046487	963 122 868	Gestión de Formación	España

- Make available to the DATA CONTROLLER, upon written request, all documentation necessary to demonstrate compliance with the GDPR.
- Maintain a written record of processing activities as required by Article 30 of the GDPR.
- Provide reasonable assistance to the DATA CONTROLLER in relation to the processing of personal data carried out on behalf of the DATA CONTROLLER.

IV. Security of Personal Data

The DATA PROCESSOR must implement appropriate technical procedures and organizational measures to ensure the confidentiality, integrity, and availability of the data, as well as the resilience of processing systems and services; the restoration of data availability in the event of incidents; the encryption and pseudonymization of data where possible; and the regular verification and evaluation of the effectiveness of the implemented measures.

V. Subcontracting

The CONTROLLER authorizes the DATA PROCESSOR to subcontract, if necessary, to the following entity:

Razón Social / NIF	Contacto	Servicios	Servidores
CIBER FORLOPD, S.L. B01752518	963 122 868	Asesoramiento en materia de Ciberseguridad	España

It is the responsibility of the DATA PROCESSOR to regulate the new relationship with the SUBCONTRACTOR in such a way that the new processor is subject to the same conditions, obligations, and formal requirements as the original processor, in terms of the proper handling of personal data and the protection of the rights of the data subjects. In case of a breach by the SUBCONTRACTOR, the initial processor will remain fully liable to the DATA CONTROLLER for compliance with the obligations. The DATA PROCESSOR commits to informing the DATA CONTROLLER of any intended changes involving the addition or replacement of other processors, providing advance notice (five (5) business days) and doing so in a reliable manner, giving the DATA CONTROLLER the opportunity to object to such changes.

If, after the signing of this contract, the processor decides to subcontract another service, they must notify the controller in writing at least five (5) business days in advance, allowing the controller to object. Subcontracting may only proceed if the controller gives express acceptance within five (5) business days from the request.

VI. Data Subject Rights

The DATA PROCESSOR must notify the DATA CONTROLLER, at the email address provided by the CLIENT as a point of contact, immediately and no later than two (2) business days after receiving a data subject request concerning any of the rights regulated under Articles 15 to 22 of the GDPR. The processor must provide all relevant details, copies of the complaint, communication, request, and any other related information.

VII. Right to Information

It is the responsibility of the DATA CONTROLLER to provide data subjects with the required information at the time of data collection. If personal data needs to be collected to provide the service under this contract, the DATA PROCESSOR must provide the necessary information according to data protection laws. In such cases, the DATA PROCESSOR will store the data collection forms (automated or non-automated) and make them available to the Controller.

VIII. Security Breaches

The DATA PROCESSOR must notify the DATA CONTROLLER, using the email provided by the CLIENT, without undue delay and, in any case, within twenty-four (24) hours from the time of becoming aware or reasonably suspecting a personal data breach. The notice must specify the nature of the incident, the category and number of data subjects affected, the possible consequences, and the measures taken or proposed to address the issue. If the full information cannot be provided immediately, it must be delivered gradually without undue delay.

IX. International Data Transfers

The DATA PROCESSOR agrees not to process personal data on behalf of the DATA CONTROLLER, nor allow any subprocessor to do so, in third countries unless explicitly authorized in writing and in advance by the DATA CONTROLLER through an amendment to this contract. In such cases, the provisions of Articles 45 and 46 of the GDPR shall apply.

X. Fate of Personal Data Upon Contract Termination

Upon termination of the main Contract for any reason, the DATA PROCESSOR shall, at the DATA CONTROLLER's choice, either return a complete copy of all personal data processed on their behalf via secure file transfer in a specified format, or securely delete all copies, databases, temporary files, and any other media containing personal data processed on behalf of the DATA CONTROLLER.

The DATA PROCESSOR may retain personal data only when explicitly required to do so by European Union or applicable Member State law, and will delete the data once that legal period has expired.

3.6. INTELLECTUAL AND INDUSTRIAL PROPERTY FORLOPD

is the owner of all intellectual and industrial property rights of the documents provided to the CLIENT as part of this contract's fulfillment. This includes, but is not limited to: clauses, posters, policies, protocols, disclaimers, legal notices, contracts, and any other document related to current personal data protection and information security regulations. Reproduction, distribution, and public communication, including the making available of any part or whole of the content provided by FORLOPD for commercial purposes, in any format or through any technical means, is expressly prohibited without the OWNER's authorization. FORLOPD reserves the right to take legal action to enforce its rights as deemed necessary.

3.7. LIABILITY

FORLOPD shall be liable for any damage directly caused by the performance of its services or actions of its employees. FORLOPD maintains a civil liability insurance policy with AIG, policy number EA15PI1207, covering potential damages or losses. However, FORLOPD is not responsible for any damage directly or indirectly caused by the CLIENT's failure to provide information, or by inaccurate, false, or withheld information related to the data processing activities carried out within the CLIENT's facilities that affect legal compliance or the contracted service.

In this regard, FORLOPD only guarantees the CLIENT's compliance with data protection regulations during the term of the Contract.

FORLOPD is not responsible for any changes made by the CLIENT to the provided documentation, nor for the CLIENT's failure to implement or follow FORLOPD's recommendations.

If the CLIENT decides not to follow FORLOPD's guidelines, the Legal Department will issue a detailed report summarizing the recommendations provided and the CLIENT's refusal to follow them.

The legal assistance offered by FORLOPD is limited exclusively to administrative proceedings. If the CLIENT is summoned by a competent authority due to the aforementioned actions, the legal support provided by FORLOPD during the administrative process is not included in the contracted service and will be separately budgeted.

If the CLIENT is sanctioned as a result of the above actions and such sanction negatively

affects FORLOPD's reputation, FORLOPD reserves the right to terminate the service contract and to make the mentioned report public, which shall not be considered a breach of professional secrecy or confidentiality obligations under this contractual relationship.

3.8. CONFIDENTIALITY

Given the nature of the contracted Service, FORLOPD may receive confidential information or have access (or potential access) to it during the course of service delivery. For the purposes of this agreement, "confidential information" includes all information related to: business processes, marketing plans, strategic plans, clients, suppliers, know-how, methods, functional analyses, source code, market research, statistics, financial data, feasibility analyses, technical specifications, formulas, designs, studies, information subject to the GDPR, and any other information which the CLIENT has not explicitly authorized FORLOPD to use or disclose freely.

FORLOPD shall only use the information provided by the CLIENT within the scope of the contracted Services. Accordingly, FORLOPD agrees to maintain the duty of confidentiality and secrecy with regard to the information provided, and to extend this obligation to all individuals (employees, subcontracted personnel, interns, etc.) or entities who may have access to such information while fulfilling their roles and duties related to the services. The aforementioned individuals or entities who have access to the CLIENT's confidential information within the framework of the service provision are not authorized to reproduce, alter, publish, disclose, or communicate said information to third parties without the CLIENT's prior explicit authorization.

FORLOPD also undertakes to apply both the security measures required by current legislation and those it would apply to its own confidential information, in order to ensure its protection.

Notwithstanding the foregoing, both the CLIENT and FORLOPD agree to the following exceptions to the obligation of confidentiality:

1. If the information is publicly accessible at the time of disclosure.
2. If the information was already known to FORLOPD prior to the signing of this agreement, provided that it was not subject to any confidentiality obligations.
3. If disclosure is required by applicable law or by judicial order.

3.9. APPLICABLE LAW AND JURISDICTION

These terms shall be governed by and interpreted in accordance with Spanish law, except where expressly stated otherwise. FORLOPD and the CLIENT agree to submit any disputes arising from the provision of the service covered by this contract to the Courts and Tribunals of the city of Valencia, Spain.