



Privacy policy

Droshi protects your personal privacy. This privacy policy explains how Droshi collects and uses your personal information. It also describes your rights to us and how you can assert your rights. You can always contact us with questions about privacy and data protection by sending us an e-mail at info@droshi.com.

By using Droshi's services, you accept our Privacy Policy and our processing of personal data. You also agree that Droshi uses electronic communication channels to send information to you. It is important that you read and understand our data protection policy before using our services.

In order to offer you our services, such as our system, we need to process your personal data as below. We do this with the utmost regard for your privacy.

What information do we collect?

Information you provide to us. You may directly or indirectly provide us with information about yourself in a number of ways, such as when you confirm an order in our system, when you choose to pay with one of Droshi's payment options, contact us, when you use our system or someone another of Droshi's services where you provide personal information. This can be:

- **Personal and contact information** - name, date of birth, social security number, invoice and delivery address, e-mail address, mobile phone number, etc.
- **Information we collect about you.** When you use our services (such as when you confirm an order, choose to pay with one of Droshi's payment options or use our system), we may collect the following information:
 - Personal and contact information - name, date of birth, organization number, social security number, invoice and delivery address, e-mail address, mobile phone number, etc.
 - Information on goods / services - details of the goods / services you have ordered.
 - Financial information - possible credit, negative payment history.
 - Historical information - your orders, payment history.
 - Information on how to interact with Droshi - how to use our services, including page response time, download errors, how you reached and left the service, as well as delivery notes when we contact you.
 - Device information - e.g. IP address, language settings, browser settings, time zone, operating system, platform and screen resolution.
 - Geographical information - your geographical location.

The information you provide us, as well as information about the goods / services and your financial information, is generally necessary to enter a contractual relationship with us, while the other information we collect is generally necessary for other purposes, as described below.

What do we do with your information?

Provides, performs and improves our services. All data is used to provide, execute and improve Droshi's services. Droshi processes personal data for the following purposes based on the following legal grounds:

Purpose of treatment	<u>Legal basis for treatment ("why is treatment necessary")</u>
To confirm your identity and verify your personal and contact information	Perform our contractual obligations to you
To manage your payment and customer relationship, e.g. in order to fulfil our possible obligations to you and to provide you with information, products and services that you request from us.	Perform our contractual obligations to you
For customer analysis, administer Droshi's services and for Droshi's internal operations, including troubleshooting, data analysis, testing, research and for statistical purposes.	Perform our contractual obligations to you and other legitimate interests
To ensure that content is presented effectively to you and your device.	Perform our contractual obligations to you
To prevent abuse of Droshi's services as part of our efforts to keep the services safe and secure	Perform our contractual obligations to you and comply with applicable law
To improve our services and for general business development, such as developing new products and functions and new business opportunities.	Other legitimate interests

Communicate with you. Droshi may also use your data to communicate relevant information regarding use or similar services and to conduct customer satisfaction surveys regarding our services (e.g. after you have contacted Droshi's customer service) via electronic communication channels. If you do not wish to receive such communications, you are welcome to email info@droschi.com.

Who can we share your information with? We may transfer to, or share your information with, selected third parties, as follows. We take all reasonable legal, technical and organizational measures to ensure that your data is handled securely and with an adequate level of protection when transferring to or sharing with such selected third parties.

Suppliers and partners such as companies Droshi join the system. Droshi may share your personal information with suppliers for the performance of our contractual obligations to you and for other purposes set forth in this Privacy Policy.

Credit reporting companies and similar suppliers. Your personal information may be shared with credit reporting agencies and providers of similar services for the purpose of assessing your credit rating when you apply to connect with Droshi, as well as to confirm your identity and address. Depending on which market you use Droshi in, a micro-information can be made before you apply to use one of Droshi's services in order to tailor the service for you.

Authorities. Droshi may provide the necessary information to authorities such as the police, tax authorities or other authorities if we are required to do so by law or if you have agreed to do so. An example of the legal obligation to provide information is for measures against money laundering and terrorist financing.

Other. Logistics and transport companies that deliver your goods.

Disposal. Droshi may share your information with third parties:

- In the event that Droshi sells or buys business or assets, Droshi may disclose your personal information to a potential seller or buyer of such business or assets.
- If Droshi or a significant portion of Droshi's assets is acquired by a third party, personal information about Droshi's customers may be shared.

What we will NOT do with your data. We will not sell your personal information to third parties unless we have your permission to do so.

Where do we process your personal data?

We always strive to process your data within the EU / EEA. However, the data may in some situations be transferred to, and processed in, countries outside the EU / EEA by Droshi or another supplier or subcontractor. As Droshi is determined to always protect your data, Droshi will take all reasonable legal, technical and organizational measures to ensure that your data is managed securely and with an adequate level of protection comparable to and at the same level as the protection offered within the EU / EEA.

How long do we store your personal data?

We will only store your data for as long as necessary to carry out our contractual obligations to you and if required by statutory storage times. When we save your data for purposes other than our contractual obligations, e.g. in order to fulfil requirements for measures against money laundering, accounting and regulatory capital requirements, we only save the data if it is necessary and / or statutory for each purpose.

Your rights to access, rectification and deletion

- Right to access your data. You can request a copy of the information you would like to know and verify the information we have about you. The copy is free to request.
- Right to rectification. You have the right to correct incorrect or incomplete information about yourself.
- Right to be deleted ("right to be forgotten"). You have the right to request the deletion of your personal data in cases where the data is no longer necessary for the purpose for which it was collected. However, there may be legal obligations for Droshi that prevent us from deleting parts of your data immediately. These obligations come from accounting and tax legislation, banking and money laundering legislation, but also from consumer law legislation. What we do then is to block the data that we are obliged to save from being used for purposes other than fulfilling such legal obligations.

What about cookies and similar technologies? We use cookies and similar tracking techniques to deliver a tailor-made and good experience. For more information on how Droshi uses cookies and the like, see our cookie info. Contact Us

Droshi AB is registered with the Swedish Companies Registration Office with corporate registration number 556987-9397 postal address Trädgårdsvägen 2, 193 36 Stockholm/Upplands Väsby. Droshi has a data protection representative and you can always reach Droshi's customer service at info@droshi.com. Droshi AB is the controller of personal data for the processing of your personal data as above. Droshi AB complies with Swedish data protection legislation.

Visit www.droshi.com for more information about Droshi.

How do we handle your information?

At Droshi, we protect our customers, which means that we always make sure to collect personal information responsibly with respect to your and your customer's integrity. It is important for us that you are aware of how we handle personal information. There are various scenarios where we need to handle your personal information. When you shop at Droshi we need to ensure that the purchase is right and that it is really you who orders. In terms of payment method, we use a third-party supplier. Droshi acts as an intermediary between you and the supplier, the information you enter Droshi is shared with the supplier to ensure that the ordered product is delivered to your customer's delivery address. Droshi ensures that your information is collected with the utmost regard for your privacy. If you would like more information about how we protect your personal privacy, you can read our data protection policy which explains in detail how we handle personal data and cookies.

What information do we collect about you?

At Droshi, we protect our customers, suppliers and partners, which means that we always ensure that personal information is collected responsibly with respect to your privacy. It is important for us that you find out what information we collect about you and how we use it. For us to be able to offer our services, such as our system, we need to collect some personal information. You may need to provide information about yourself directly, or indirectly, in various ways. Examples of when are:

- When placing an order
- When using our system
- When you contact us or visit our website

When placing an order with Droshi, we need to know who you and your customer are and where you want your customer's goods to be delivered. The information is used not only to help you complete your order and to enable the supplier to handle your order, but also to prevent fraud and fulfil legal requirements. Droshi ensures that your information is collected with the utmost regard for your privacy. If you would like more information about how we protect your privacy, you can read our data protection policy which explains in detail how we handle your personal data and Droshi's use of cookies.

Personal Assistant Contracts

1. **PARTIES** Your company which is "Personal Data Responsible" and Droshi AB (556987–9397) which is "Personal Data Assistant" is hereby entered into a personal data access agreement as below.
2. **PURPOSE**
 - 2.1 The purpose of this personal data access agreement is to ensure that the processing of personal data by the Personal Data Assistant on behalf of the Data Controller, in accordance solely with the instructions of the Personal Data Controller, in accordance with this assistance agreement and otherwise in accordance with the requirements set out in Article 28 of the European Data Protection Regulation Council Regulation (EU) 2016/679).
 - 2.2 The object of the personal data processing under this assistance agreement is the use of Droshi's system. The processing will continue according to the agreed and agreed time (subscription duration) and time considered necessary to maintain other legal obligations. The treatment assists Droshisk customers in being able to use the system, see products and place orders. The processing involves personal data of the type name, address, e-mail and telephone number concerning the data controller and the customers of the data controller.
3. **DEFINITIONS** This assistance agreement shall be interpreted in accordance with –and have the definitions set out in Article 4 of the Data Protection Regulation.
4. **PERSONAL DATA RESPONSIBILITY** The person responsible for personal data is obliged to comply with the Data Protection Regulation, concerning personal data processing and the use of assistant. The processing of personal data by the personal data assistant takes place according to instructions documented in Appendix 2 of the main agreement.
5. **RESPONSIBILITY OF THE PERSONAL DUTY** The personal data assistant undertakes to only process personal data regarding agreed personal data in accordance with documented instructions and in accordance with this assistance agreement and with the Main Agreement.
 - 5.1 The Personal Data Assistant undertakes to comply with the law applicable at all times in the processing of personal data, in particular the Data Protection Regulation. In addition, the Personal Data Assistant undertakes to comply with regulations, positions and recommendations

regarding permissible personal data handling, announced by the Data Inspectorate or relevant EU bodies.

5.2 By signing this assistance agreement, the Personal Data Assistant certifies that necessary technical and organizational safeguards are taken regarding the personal data, so that the processing meets the requirements of the Data Protection Regulation and protects the rights of the data subjects.

5.3 In accordance with the instructions of the Data Protection Officer, the data entry assistant shall correct, delete or submit incorrect, incomplete or outdated personal data without undue delay.

6. **SECURITY MEASURES** The Personal Data Assistant shall take and maintain appropriate technical and organizational security measures to protect personal data, without being entitled to special compensation for this.

6.1 The Personal Data Entry Security measures shall provide the level of protection provided by the applicable law and, upon its entry into force, the Data Protection Regulation, which is otherwise appropriate taking into account technical possibilities, cost of implementation, specific risks of processing and the extent to which the personal data processed is, or the true extent of, the personal data processed. can be perceived as, sensitive.

6.2 The personal data assistant is responsible for ensuring that his own operations are conducted in a way that otherwise ensures adequate information security.

6.3 The Personal Data Assistant shall ensure that employees, consultants and others for whom the Personal Data Assistant is responsible and who process or have access to the Personal Data are bound by an appropriate confidentiality obligation and are informed of how personal data processing may take place in accordance with instructions from the Personal Data Officer.

6.4 The technical and organizational security measures of the Personal Data Entry Board must be taken into account the latest developments, implementation costs, the nature, scope, context and purpose of personal data processing, including risks to natural persons' rights and freedoms of varying severity and degree of probability, to ensure an appropriate level of security in relation to risk.

6.5 The implementation of security measures by the Personal Data Assistant shall include, where appropriate, pseudonymization and encryption of personal data, the ability to continuously ensure the confidentiality, integrity, accessibility and resilience of the systems and services for processing, and the ability to restore access and access to personal data in reasonable time in the event of physical or technical and the procedure for regular testing, investigation and evaluation of the effectiveness of the security measures.

6.6 When assessing the appropriate level of security, special consideration should be given to the risk of accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access to personal data.

7. **INCIDENTS** In the event of a detected or suspected security incident, such as unauthorized access, destruction, alteration or other unauthorized impact on personal data, the Personal Data Entry Board shall immediately investigate the incident, take appropriate measures to remedy the same and prevent repetition and inform the Incident Reporting of the Personal Data.

7.1 An Incident Report shall include at least a description of the nature of the incident, the categories and approximate number of data subjects affected, and the categories and approximate number of personal data items concerned, a description of the probable consequence of the incident and an action plan, if appropriate including measures to mitigate the incident. potential negative effects. In addition, the incident report shall contain contact information for data protection ombudsmen or other contact points for further information on the incident.

8. SUB-SUPPLIERS (SUB-SUPPLIERS)

As part of Droshi's offering and delivery of technical platform uses, Droshi AB makes use of subcontractors, so-called. during assistants. These sub-agents are external parties, so-called. Third Party. 8.1 By using Droshi's platform and with this agreement, the Personal Data Officer approves that Droshi AB uses subcontractors (sub-agents), which includes personal data processing. Droshi AB reserves the right to renew subcontractors to the Droshi system. The data controller is always able to see which of these subcontractors are concerned with the processing of personal data by the data controller under the responsibility of the personal data controller and the possibility of non-utility-specific subcontractors.

8.2 The personal data manager also approves that Droshi AB uses the following Saas / Paas services:

- Azure
- Car logograms
- Binero
- DIBS
- Droshi (platform)
- Facebook
- Instagram
- LinkedIn
- LiveChatInc
- Mailchimp
- Office 365
- Paypal
- Wordpress
- Twitter
- Upsales
- Visma
- Visual Studio Team Services

8.3 Droshi AB may change the sub-agents. In those cases, the personal data controller is notified within 30 days.

9. **TRANSPARENCE** In order to ensure the maintenance of an appropriate level of security and compliance with this assistance agreement, the Data Protection Officer is entitled to the required access to the parts of the Data Protection Board's organization and systems related to the processing of personal data.

9.1 Register list Personal data assistant must draw up a list of all processing performed on behalf of the Data Protection Officer. This list shall include information on the nature of the processing, the category of personal data being processed, the category of data subject to whom it relates, the name and contact details of the responsible contact person, if possible a description of technical and organizational security measures and, where applicable, information regarding transfers of data. personal data to a third country or international organization. Registers are drawn up in writing in electronic form.

10. **SPECIFIC REMUNERATION** The Personal Data Officer is not entitled to any special remuneration for the fulfillment of responsibilities and obligations under this assistance agreement or to follow the instructions regarding the processing of personal data provided by the Personal Data Controller, except as stated in written agreement.

11. AGREEMENT

The transfer of this assistance agreement may only take place in connection with the transfer of the Main Agreement and then in accordance with the same.

12. AGREEMENT TIME

This agreement applies from the date of signature and as long as the Personal Data Entry Store stores or otherwise processes personal data processing on behalf of the Personal Data Controller.

13. DISPUTES AND APPLICABLE LAW

Swedish law applies to the agreement. After Dispute on the basis of this assistance agreement, it shall be decided in accordance with the main agreement's provision regarding dispute resolution.

14. AMENDMENTS

Amendments and amendments to this Assistance Agreement shall be drawn up in writing and signed by both Parties. at Droshi AB.

This assistance agreement has been drawn up in two similar copies, of which the parties have taken each other and constitute at the signing part of the Main agreement as supplementary agreement. This agreement is approved in connection with the subscription of Droshi AB.

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Effective from 2018.07.25