

**UNILATERAL DECLARATION  
REGARDING THE PROCESSING OF PERSONAL DATA**

**BACKGROUND**

The present document states the commitments of Space acting as a Processor vis-à-vis its customer (specified below) in the performance of certain services (specified below) on behalf of the customer. These commitments concern the possible processing of personal data on behalf of the customer.

**DECLARATION**

Undersigned,

**Space SA**

With its registered office at 1160 Auderghem, rue Tedesco n ° 41  
Hereinafter referred to as “**Space**” or “**the Processor**”

HEREBY DECLARES TO TAKE THE BELOW LISTED COMMITMENTS VIS-À-VIS ITS CUSTOMER:

Hereinafter referred to as Controller

(The Processor and the Controller are hereinafter jointly referred to as “the parties” or separately as “the party”)

Commitments of Space

**1. Definitions**

Unless otherwise agreed, the words or expression "Controller", "Processor", "data subject", "personal data", "processing" and "personal data breaches" shall have the same definition as under Article 4 of the *Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC* ('General Data Protection Regulation' or 'GDPR').

**2. Purpose**

The purpose of this unilateral declaration is the processing of information (including "personal data", hereinafter referred to as "the data") by Space, based on the documented instructions of the Controller.

The categories of data and the categories of data subjects processed under this declaration and the purposes for which they are processed are described in [Appendix 1](#).

This unilateral declaration is applicable to all data processing carried out by Space on behalf of the Controller in relation to the "Services". These may be supplemented, modified or replaced by mutual agreement between the parties any time.

### **3. Obligations of Space**

Space undertakes to process the data referred to above in accordance with the provisions of this unilateral declaration. In particular, it undertakes to respect the following obligations:

#### *3.1 Processing in accordance with the documented instructions of the Controller*

Space shall process the data in accordance with the documented instructions of the Controller and exclusively for the purposes described in this agreement, with the exception of any other purpose, except in the case of the explicit agreement of the Controller.

#### *3.2. Technical and organisational measures*

In general, Space shall provide sufficient guarantees with regard to the implementation of appropriate technical and organisational measures so that the processing covered by this unilateral declaration meets the requirements of the GDPR and guarantees the protection of the rights of the data subject.

Space shall implement the appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and the purposes of the processing, as well as the risks, of varying likelihood and severity.

In assessing the appropriate level of security, Space shall give particular consideration to the risks associated with the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

Without prejudice to the provisions referred to in the preceding sub-paragraphs, Space undertakes to take the necessary technical and operational measures in order to:

- Restrict access to data only to those persons acting under its authority and participating in the performance of the tasks entrusted to it by the Controller. Any person authorised to access personal data shall only take cognizance of those which are necessary for the performance of the tasks entrusted to them by Space for the performance of this agreement and shall use them exclusively in this respect.
- Ensure that persons authorised to process personal data undertake to respect their confidentiality or are subject to an appropriate legal obligation of confidentiality;
- Ensure that the data cannot be copied, modified, transmitted or erased without the consent of the Controller, during their processing by Space or during the transmission of the data by Space, in any way or on any medium whatsoever.
- Ensure that it is possible to identify to who and by who the data have been transferred;
- Ensure that the data are protected against destruction or loss, including via regular backups.
- Ensure that the IT systems of Space are sufficiently protected against viruses and other interception of data within the network.
- Maintain a register of all categories of processing activities carried out on behalf of the Controller in accordance with Article 30 of the GDPR.

- The description of the technical and organisational measures linked to the security implemented by Space is enclosed in Appendix 2

3.3. Collaboration in the event that a data subject exercises any of their rights, insofar as the processing operations to be performed by the Subcontractor allow:

- At the first request of the Controller and to the extent possible, Space shall assist the Controller in responding to any request from data subjects concerning the exercise of their rights of access, rectification, correction, objection, restriction of processing to be forgotten or data portability.
- If the Controller instructs so, Space shall rectify, erase or process the data according to the request of the data subject.
- Should the data subject contact Space directly, in the context of a complaint relating to the processing of his data or a request relating to the exercise of his rights, Space shall transmit this request to the Contractor as soon as possible and in the most detailed manner possible. No processing of this request shall be carried out by Space without instructions from the Controller.

3.4. Notification obligations of Space

- Notification relating to the instructions given  
Space shall immediately inform the Controller if, in his opinion, an instruction from the Controller constitutes an infringement of the GDPR or other legal provisions relating to data protection. In this case, Space has the option of suspending the execution of the concerned instruction until it is confirmed or modified by the Controller.
- Notification of a breach of personal data  
Space shall notify the Controller as soon as possible after becoming aware of any incident related to a data breach or any security incident related to Space's system.  
Notification to the Controller shall include all information necessary for it to comply with its own data breach obligations, in accordance with the procedure described by the GDPR.  
In addition, Space undertakes to take the necessary measures to remedy the breach of personal data, including, where appropriate, measures to mitigate possible adverse effects. These measures shall be taken in consultation with the Controller except in cases of extreme urgency requiring immediate action by Space.  
At the request of the Controller, Space shall provide any assistance it requires to enable it to comply with its obligations regarding the notification of the authorities or communication to the data subjects.  
Unless required by law or in the event of an explicit instruction from the Controller, Space shall not disclose any information relating to a data breach to any third party.
- Space shall promptly notify the Controller of any inspection in relation to the data by the data protection authority and shall provide assistance to the Controller in the event that such inspections are carried out in relation to the Controller.

3.5. Collaboration in the event of data processing audits

- The Controller reserves the right to verify whether the data it has communicated to Space are properly processed in accordance with this agreement and on the basis of its instructions. In this context, the Controller may carry out random checks and audits in relation to data

protection and security. These must be announced minimum 7 days before the said inspection or audit and shall take place during business hours.

- Space shall provide the Controller with all information or documentation necessary to demonstrate compliance with the requirements of this Article and to enable random audits or inspections to be carried out by the Controller or another auditor it has mandated, and contribute to the performance of these audits. Space shall assist the Controller with the performance of these audits or inspections and shall ensure that they are carried out in an efficient and correct manner.

### 3.6. Sub-contracting by Space

- Space receives general authorization to use sub-processors (herein « Sub-processors) of which the categories and the purposes are described in appendix 3. The list of sub-processors is available via the URL <http://space.be/subprocessor>. In the event of subsequent recruitment of other sub-processors, Space will update the list referred to above and will notify this change to the Controller, giving the Controller the opportunity to raise objections against these changes.
- Where Space recruits sub-Processors, it undertakes to impose the same data protection obligations on the sub-processor as those laid down in the agreement concluded between the Controller and Space, in particular for the purpose of providing sufficient guarantees for the implementation of appropriate technical and organisational measures in order to comply with the GDPR. In any case, Space remains fully responsible to the Controller for ensuring that the Sub-Processor respects its obligations.

### 3.7 Transfer of data outside the European Economic Area

Space is not allowed to transfer or process the data outside the European Economic Area without the prior written consent of the Controller. If the transfer is authorised, the parties undertake to comply with Articles 44 et seq. of the GDPR relating to the transfer of data to third countries or to international organisations.

### 3.8 Confidentiality

Space undertakes to process the data communicated to it by the Controller in a strictly confidential manner and not to copy, make public or otherwise process it without the explicit consent of the Controller, except as required by law.

### 3.9. Deletion of data after termination of processing

Upon expiry of the service agreement and in line with the Controller's wishes, Space shall erase all data or return it to the Controller and destroy the existing copies, unless European Union law or law of the competent State requires the retention of personal data

In the absence of specific mention about the data retention period, Space shall delete all data no later than six months after termination of the processing agreed between the parties and shall destroy the existing copies;

## 4. Duration

The present unilateral declaration shall enter into force on the date of its signing and remain in force for the duration of the collaboration between the parties

## **5. Applicable law and jurisdiction**

This declaration shall be subject to and interpreted according to Belgian law. Any dispute relating to its validity, interpretation or performance shall be brought before the exclusive jurisdiction of the courts of Brussels (Belgium).

## **Appendix 1:**

### **Categories of personal data processed in the framework of this agreement:**

Name, first name, email address, address, telephone number, date of birth, gender, language, IP address, cookies and any other information necessary to implement the services of media agency (see contract or additional quotes for the benefit of the Controller)

### **Categories of persons whose personal data are processed:**

Customers and prospects of the Controller

### **Purpose of the processing of the personal data Space has different levels of security in place to protect your personal data and to ensure full compatibility with the AVG:**

Advertising directed to customers or prospects of the Controller

## Appendix 2

Description of the technical and organisational measures linked to security implemented by Space

### **Protection measures for IT infrastructure and personal data**

Space has different levels of security in place to protect your personal data and to ensure full compatibility with the AVG

The building is protected by various security systems linked to an alarm system. Part of this is automated in order to optimally protect the building.

The back up data takes place at various levels, we use a state of the art firewall and antivirus protection against malware, crypto virus, ....

The entire network and its use is monitored. Users have access to only that data necessary for the performance of their duties and according to their level of accreditation

Space has worked out a recovery plan (DRP) for the case of a total destruction of its physical infrastructure.

Our security measures are regularly tested and updated with the help of external, specialized partners.

## **Appendix 3:**

### **Categories of sub-processors and purpose of their processing**

- a) Any company selling advertising space as a director of media editors media or technology or technical solution related to the different market places (DSP, either storing the personal data inside or outside the European Union
- b) any provider of technological solution used to allow to perform our services
- c) Cloud solution services