

Privacy Statement

Froster B.V., with its registered office and principal place of business on Prof. Zeemanweg 19, 5144 NN Waalwijk, the Netherlands, is the controller responsible for the processing of personal data as specified in this Privacy Statement. Froster B.V. only processes personal data in accordance with the Personal Data Protection Act (in Dutch: Wet bescherming persoonsgegevens, as from 25 May 2018: the General Data Protection Regulation, in Dutch: Algemene Verordening Gegevensbescherming, AVG).

Contact details

www.froster.nl

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Address for correspondence FROSTER B.V., P.O. Box 647, 5140 AP Waalwijk, the Netherlands

Article 1. Application

- 1.1 These Privacy Conditions apply to all data collected by Froster within the context of the services and deliveries arranged between Froster B.V., hereinafter called: "Froster" and the Client. "Client" is understood to mean Froster's co-contracting party.
- 1.2 These Privacy Conditions apply to Froster's services and deliveries.
- 1.3 The following also applies if no service or delivery has been arranged between the Client and Froster, but a party leaves personal data on Froster's website and consequently, in the following, "Client" should also be understood to mean a person or legal entity who leaves his or her personal data on the website or in another digital environment.

Article 2. Contents of the Privacy Conditions

- 2.1. Froster processes the Client's personal data because the Client makes use of Froster's services and/or because the Client discloses the data to Froster. The following personal data is processed by Froster:
 - First name, surname and company name;
 - Address details;
 - Telephone number;
 - Email address;
 - Payment details;
- 2.2 Froster shall only process the personal data in accordance with these Privacy Conditions. Froster expressly declares that the personal data shall not be processed for other purposes. Froster shall not share the personal data with, or disclose them to, third parties unless Froster has obtained the Client's prior written permission to do so, or is obliged to do so under mandatory regulations imposed by the government. Froster shall not sell the data to third parties and shall only disclose them if disclosure is necessary for the execution of our agreement with the Client or to comply with a statutory duty. Froster has agreements with companies who process personal data for Froster to ensure that those companies work with the same standards of security and that the data will undergo the same confidential handling. Froster remains responsible for that processing.

- 2.3 Froster shall only process the personal data for the following purposes: Froster processes the personal data that Froster is either legally obliged to process or must process to be able to execute the contract, such as details that Froster needs for the tax returns.

Article 3. The Client's obligations

- 3.1 The Client must take the necessary precautions as regards the personal data, meaning that that data must be correct and accurate and should be disclosed to Froster correctly and accurately.

Article 4. Confidentiality

- 4.1 Froster and Froster's employees or persons contracted to work for Froster have a duty of confidentiality towards the personal data of which they learn, with the exception of any statutory regulation that obliges them to disclosure or the necessity of disclosure arising from a task.

Article 5. Security measures

- 5.1 Froster shall – giving due consideration to the applicable regulations for the protection of personal data, the state of the art and the costs of the implementation – implement technical and organisation security measures to protect the personal data against loss or any form of unlawful processing.
- 5.2 Froster shall implement measures aimed at preventing the unnecessary collection and further processing of personal data.

Article 6. Automated decision-making

- 6.1 Froster shall not make any decisions (based on automated processing) concerning matters that could have (considerable) consequences for persons. Such decisions are decisions made by computer programs or computer systems without any human involvement (e.g. an employee of Froster).

Article 7. Term of the conditions and retention period for personal data

- 7.1 These Privacy Conditions apply for as long as Froster is instructed by the Client to process personal data on the grounds of the agreement between the parties. If there is no contract between the parties, but personal data has been disclosed, these conditions shall apply for as long as the data is stored, with due observance of the provisions of Article 7.3.
- 7.2 If Froster must store certain data and/or documents, computer disks or other permanent data carriers on which, or in which, personal data is stored under a statutory duty to store that data for a statutory period, Froster shall arrange the destruction of that data or those documents, computer disks or other data carriers within 2 months after the duty of statutory retention ends.
- 7.3 Froster shall not store the personal data longer than strictly necessary or required by law to achieve the purposes to execute a contract or perform a service and for which the data was collected. The personal data shall not be stored longer than strictly necessary. If the contractual relationship ends, the personal data shall be removed as soon as possible.

Article 8. Cookies and similar technology

8.1 Froster does not use cookies or similar technology. Froster only uses data that is specifically and voluntarily disclosed by persons who visit our website. That information is stored in a secure environment and can only be accessed by a limited number of professionals in our company. The acquired data is never leased or sold to third parties.

Article 9. Inspecting, changing or removing data

9.1 The Client has the right to inspect, correct and remove the personal data. Furthermore, the Client has the right to withdraw any permission for the data processing or to lodge an objection to Froster's processing of the personal data and the Client has the right to data portability. That means that the Client may submit a request to Froster to send the personal data Froster has access to in a computer file to the Client or another party. The Client can submit a request for inspection, correction, removal, data transfer, a request to withdraw the consent or an objection to the processing of the personal data to info@froster.nl. Froster asks that the Client includes a copy of the Client's proof of identification with the request so that Froster can be certain that it is the Client who is making the request. In the copy, please black out your passport photograph, MRZ (machine-readable zone: the strip with numbers at the bottom of the passport), passport number and citizen service number (burgerservicenummer, BSN) so that your privacy is protected. Froster will respond to your request as quickly as possible but always within four weeks. Froster would like to draw the Client's attention to the option of lodging a complaint with the national supervisory authority, the Dutch Data Protection Authority (in Dutch: Autoriteit Persoonsgegevens). The complaint should be sent via the following link: <https://autoriteitpersoonsgegevens.nl/nl/contact-met-de-autoriteit-persoonsgegevens/tip-ons>

Article 10. Protection and data leaks

10.1 Froster believes the protection of personal data to be a profoundly serious matter and has taken precautions to prevent abuse, loss, unauthorised access, unwanted publication and unauthorised changes. If the Client has the impression that the personal data is not properly protected or that there are indications of abuse, the Client should contact Froster at info@froster.nl.

10.2 Once Froster has become aware of an incident or data leak that (also) affects or could affect the personal data, Froster shall notify the Client as soon as possible via the Client's contact details known to Froster and Froster shall provide information about the nature of the incident or data leak, the affected personal data, the identified and expected consequences of the incident or data leak for the personal data and the measures Froster has implemented and shall implement.

10.3 Froster shall aid the Client if the Client reports to the parties involved and/or the authorities insofar that can reasonably be expected of Froster.

Article 11. Changes to this Privacy Statement

11.1 We reserve the right to change these privacy regulations.

The text was most recently altered on 1 May 2020.