



SERVING AUTHORS WORLDWIDE
AU SERVICE DES AUTEURS DANS LE MONDE
AL SERVICIO DE LOS AUTORES EN EL MUNDO

Terms and Conditions for the use of the ISWC Related Services by Publishers

SG15-1049R3

FOR INFORMATION

PREAMBLE

The International Standard Musical Work Code (“**ISWC**”) and the central system allocating ISWCs and identifying all ISWC works information (“**ISWC System**”) were developed by the International Confederation of Societies of Authors and Composers (“**CISAC**”) to enable a more efficient administration of rights on those works on a worldwide basis. The ISWC is an ISO standard that provides a unique, permanent, and internationally recognized reference number for the identification of musical works.

In order to maintain the integrity of the standard and to promote the use of authoritative ISWCs, CISAC wishes to make the ISWCs and related metadata available to the publishers affiliated to CISAC members and Client Rights Management Entities, as defined in the CISAC Statutes, (the “**Publisher(s)**”) so that they can assist them in the administration and distribution of music royalties generated by the exploitation of such musical works (the “**Purpose**”).

The details of the services and functionalities included in the ISWC Related Services are specified in Annex 1 to these Terms and Conditions.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION.

These terms and conditions, including the Annexes hereto, (“**Terms and Conditions**”) are an agreement between CISAC and the Publisher that governs the Publisher’s access to and use of the ISWC Related Services.

These Terms and Conditions apply whether the Publisher accesses the ISWC Related Services via a personal computer, a wireless or mobile device or any other IP-enabled technology.

In the following, CISAC and the Publisher are also referred to jointly as the “**Parties**” and individually as the “**Party**”.

DEFINITIONS

For the purposes of these Terms and Conditions, the capitalized words will have the following meaning. Any other capitalized words not defined below, or elsewhere in this document, will have the meaning provided in these Terms and Conditions:

“**Additional Terms**” means additional terms and conditions that, in accordance with Article 17 of these Terms and Conditions, may be introduced by CISAC in connection with Publisher’s access and use of the ISWC Related Services, and associated use of the ISWC Data, including, without limitation, in connection with related technology and additional features, functionality, products and/or services that CISAC may make available as part of, or in connection with, the ISWC Related Services.

“**Confidential Information**” means all data and information (written or oral) provided pursuant to or in accordance with these Terms and Conditions or concerning the business and affairs of CISAC, CISAC members or Client Rights Management Entities or the Publisher, which either the Publisher or CISAC shall have obtained or received as a result of the entering into, or the performance of these Terms and Conditions. For the avoidance of doubt, trade secrets are considered as Confidential Information.

“**Controller**” shall have the meaning specified in applicable Data Protection Law.

“**Data Protection Law**” means any law, rule or regulation relating to the processing, privacy, and use of Personal Data, as applicable to CISAC, the Publisher, and/or the ISWC Related Services, ISWC Data and IPI Related Metadata, including, without limitation, the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”), and/or any applicable corresponding or equivalent national laws.

“**Data Subject**” shall have the meaning specified in applicable Data Protection Law.

“**IPI Related Metadata**” means the name of the rightsholders, date of birth, birth location, nationality, membership details, gender, date of death.

“ISWC System” means the system operated by CISAC, on which the ISWC Related Services rely on, and containing the ISWC Data.

“ISWC” means the unique, permanent, and internationally recognized reference number for the identification of musical works.

“ISWC Data” means all data whatever the form and content thereof (i) entered in the ISWC System, (ii) processed and/or produced by the ISWC System, including the ISWC and ISWC Related Metadata.

“ISWC Related Metadata” means a musical work’s title, creators’ (composers, authors, arrangers, translators etc.) names, roles, and IP name numbers.

“ISWC Related Services” means the services as described in Annex 1 of these Terms and Conditions.

“Personal Data” shall have the meaning specified in applicable Data Protection Law and shall include for the purpose of these Terms and Conditions a musical work’s creators’ (composers, authors, arrangers, translators etc.) names, roles, and IP name numbers.

“Preferred ISWC” means the ISWC retrieved from the ISWC Resolution Service, as described in Annex 1 of these Terms and Conditions.

“Purpose” has the meaning defined in the Preamble of these Terms and Conditions.

“SCCs” means Standard Contractual Clauses for transfers adopted by the European Commission under Implementing Decision (EU) 2021/914 of 4 June 2021.

“Service Provider” means any entity engaged by the Publisher or its Subsidiaries to facilitate or assist, on its behalf, in the access and use of the ISWC Related Services.

“Subsidiaries” refers to all legal entities that are controlled or owned by the Publisher, including but not limited to its branches and any other entities under its direct or indirect control.

“Third Party” means any person or entity other than the Publisher its Subsidiaries or CISAC.

1. Subject to compliance by the Publisher with all provisions of these Terms and Conditions, CISAC hereby grants the Publisher, for the term as defined in Article 14, a limited, non-exclusive, non-transferable, worldwide, revocable and royalty-free license to access and use the ISWC Related Services and ISWC Data contained therein.

2. This right to access and use the ISWC Related Services is granted to the Publisher, exclusively for the Purpose. This means that the Publisher:

- I. will not transfer or assign its right to access and use the ISWC Related Services to any Third Party;
- II. cannot share with any Third Party, the access credentials (usernames and passwords) that will be given to access and use the ISWC Related Services. The Publisher will be responsible for the confidentiality, security and use of its access credentials;
- III. will promptly advise CISAC if it believes that the security of the credentials has been compromised in any way;
- IV. shall be responsible and liable to CISAC for any act or omission of directors, officers, employees, contractors agents and Service Providers for their compliance with these Terms and Conditions including (but not limited to) in respect of their use of Confidential Information and Personal Data to the extent only that these parties do not have direct responsibility and/or liability to CISAC;
- V. cannot commercialize in any way ISWC Data and in particular the Preferred ISWC, including by means of sale, offer for sale, marketing, promotion, advertising, or use for any other purpose than for the Purpose. By way of example and not of limitation, such prohibited commercialization may include the use of ISWC Data as a basis for the creation, directly or indirectly, of a derivative dataset, in any manner and for any purpose, other than to uniquely identify a musical work, and/or to improve the identification of works throughout the value chain;

- VI. cannot copy, distribute, manufacture, adapt, download, modify, reformat, create derivative works from, display, publish, disseminate, broadcast or circulate, translate, extract, scrape, link, incorporate into other software, databases or online platform, website or material, or otherwise appropriate the ISWC Related Services;
- VII. cannot access, display and/or use the ISWC Related Services in any manner that interferes with its normal operation, and availability;
- VIII. cannot systematically or automatically collect, scrape, harvest, or use other means than the ISWC Related Services to extract, copy or use, in any manner, data from the ISWC System;
- IX. cannot embed the ISWC Related Services (or parts thereof) in “frames” or other pages offered from other sites, and “mirror” content from the ISWC Related Services on a server other than that operated by CISAC or on its behalf by its Service Provider;
- X. cannot reverse engineer, i.e., disassemble, reverse compile, reverse assemble, or reverse translate or otherwise modify the content of the ISWC Related Services and the ISWC System or use any means to discover or obtain any trade secret in the ISWC Related Services and the ISWC System or otherwise circumvent any technological measure that controls access to the ISWC Related Services and the ISWC System;
- XI. will endeavour to use the Preferred ISWCs that it obtains through the ISWC Related Services in data exchanges including, but not limited to, work registration workflows with CISAC members and Clients Rights Management Entities, with commercial users under copyright licensing agreements covering the works identified by the ISWCs, with creators in royalty statements, with sub-Publishers and co-Publishers, pursuant to the best practices and guidelines determined by CISAC in consultation with and taking account of the views of the Publisher, which may be amended from time to time by CISAC on the same basis.

Every act not expressly authorised hereunder is strictly forbidden.

3. The Publisher represents and warrants that it acts on its own behalf and on behalf of its Subsidiaries. The obligations and liabilities under these Terms and Conditions shall be fully binding upon the Publisher and its Subsidiaries. The Publisher guarantees that it will ensure compliance with the terms herein by its Subsidiaries and shall be responsible for any breach of these Terms and Conditions by its Subsidiaries as if such breach were committed by the Publisher itself.

The Publisher warrants and undertakes that it will promptly notify CISAC in writing upon engaging any Service Provider that is accessing the ISWC RS on behalf of the Publisher. This notification shall include all relevant details regarding the Service Provider's involvement in accessing and using the ISWC Related Services, including but not limited to the scope of services provided by the Service Provider and the duration of the engagement.

4. The Publisher acknowledges that all intellectual property rights regarding or in connection with the ISWC Related Services, and ISWC Data contained therein, including any update thereto, as well as the manner in which they are presented or appear and all information relating thereto (excluding related information originating from and provided by the Publisher, its directors, officers, employees, contractors agents and Service Providers) are the property of CISAC.

Other than as set forth herein, the right to access and use the ISWC Related Services in no way grants any right or interest in or to the ISWC Data obtained through the ISWC Related Services nor in or to the ISWC Related Services themselves.

5. The Publisher agrees that it will not remove any copyright, trademark, logos or other proprietary notices of CISAC affixed to or displayed on the ISWC Related Services.

6. CISAC may, at its sole discretion, make modifications or updates to the ISWC Related Services. The Publisher shall be entitled to use any such updates under the same terms and conditions as for the ISWC

Related Services as provided under these Terms and Conditions, unless otherwise specified in Additional Terms (if any).

7. The Publisher agrees that it will accept the ISWC Related Services “AS IS” without any express or implied warranties whatsoever and understands that CISAC cannot guarantee the accuracy, quality, timeliness, and integrity of the data provided through the ISWC Related Services. The Publisher also acknowledges and agrees that CISAC does not warrant that the ISWC Related Services will be available or functioning properly or completely at the time the Publisher chooses to use it and makes no warranty as to the result to be obtained from the use of the ISWC Related Services. CISAC reserves the right at any time and from time to time to modify, suspend, or discontinue, temporarily or permanently, the access and use of the ISWC Related Services (or any part thereof). To the extent possible, CISAC will provide reasonable notice in the best appropriate way to the Publishers prior to any such modification, suspension, or discontinuation. The Publisher agrees that CISAC shall not be liable to the Publisher (or its Subsidiaries or Service Providers) for any modification, suspension, or discontinuation of the access and use of the ISWC Related Services.

8. The Publisher acknowledges and agrees that its access to and use of the ISWC Related Services will lead to the collection and processing of Personal Data which is governed by Data Protection Law and CISAC’s Privacy Policy (<https://www.cisac.org/cisac/Privacy-Policy>). It is understood that each Party acts in this context as independent Controller. As such, the Publisher as independent Controller is accountable for ensuring compliance with its own obligations (and those of its Service Providers) under applicable Data Protection Laws when accessing and using Personal Data from the ISWC Related Services. In particular, the Publisher undertakes : (i) not to use Personal Data for any other reason than the Purpose, (ii) to inform Data Subjects of the processing of their Personal Data by the Publisher for the Purpose and to comply with requests from Data Subjects for the exercise of their rights as provided by Data Protection Laws, (iii) to have in place appropriate technical and organisational measures, designed to ensure the security and confidentiality of Personal Data including, without restriction, when accessing and using the ISWC Related Services, (iv) when CISAC may reasonably believe that the Publisher does not comply with its obligations under Data Protection Law, upon request by CISAC, to refrain from using Personal Data obtained through the use of the ISWC Related Services. Where the Publisher is located outside the European Economic Area (EEA) and its use of the ISWC Related Services leads to a transfer of Personal Data outside the EEA, such transfers will be subject to,; (i) SCCs under the conditions specified in Annex 2, except where the Publisher is located in a country benefitting from an adequacy decision from the European Commission or, in the alternative, (ii) Publisher’s EU-US Data Privacy Framework Certification, if applicable. In the event the SCCs apply, it is agreed that the signature by the Publisher of the Terms and Conditions shall be deemed as signature of the SCCs. Each Party will assist the other in complying with their respective obligations under Data Protection Law. The Publisher shall indemnify and hold CISAC (and CISAC members and Clients Rights Management Entities) harmless against any loss, damage, or expense (including reasonable legal costs) which CISAC (or CISAC members and Clients Rights Management Entities) incur or become liable for as a result of a breach by the Publisher of its obligations set out in this clause to the extent determined by a final judgment of a court of competent jurisdiction.

9. The Publisher agrees that any use of the ISWC Related Services other than for the Purpose, and as prescribed herein, shall constitute a breach of these Terms and Conditions for which CISAC may, in addition to any other remedies it may have, immediately terminate the Publisher’s right to access and use the ISWC Related Services pending adequate remediation in CISAC’s good faith but sole judgment acting reasonably. The aforesaid right of termination and remediation shall also apply to any breach capable of remedy.

10. The Publisher understands and agrees that any use of the ISWC Related Services, or of the ISWC Data contained therein, is under its sole responsibility and at the Publisher’s own risk. To the fullest extent permissible by applicable law, CISAC (and CISAC members and Clients Rights Management Entities) shall not be liable for any loss or damage of any kind, direct or indirect, including, without limitation, compensatory, consequential, incidental, indirect, special or punitive damages, in connection with, or arising from : (i) the Publisher’s (or its Service Providers’) use of the ISWC Related Services or the data contained therein, (ii) the Publisher’s (or its Service Providers’) inability to use the ISWC Related Services and ISWC Data, or (iii) the

implementation of these Terms and Conditions. These include damages relating to errors, omissions, down time, interruptions, defects, delays, computer viruses, Publishers' loss of profits, loss of data, unauthorized access to and alteration of Publisher's transmissions and data, and other tangible and intangible losses. This limitation applies regardless of whether the damages are claimed by the Publisher as the result of negligence, mistake or fraud by or otherwise, and even if CISAC, CISAC members and their Clients Rights Management Entities or their Service Providers or their representatives have been negligent or have been advised of the possibility of such damage. In any event, CISAC's liability shall not exceed 10.000 (ten thousand) euros. In no event shall CISAC members and Clients Rights Management Entities be liable to the Publisher (or its Service Providers) for any matter arising in connection with the Publisher's (or its Service Providers') use of the ISWC Related Services, ISWC Data and/or otherwise under these Terms and Conditions (howsoever caused).

11. The Publisher agrees that it will indemnify, defend, and hold CISAC and CISAC members and Clients Rights Management Entities harmless from any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees), arising in any way out of or in connection with its (or Service Providers') i) use of the ISWC Related Services and ISWC Data to the extent caused by the acts or omissions of the Publisher, and (ii) breach or violation of these Terms and Conditions, in each case to the extent determined by a final judgment of a court of competent jurisdiction. CISAC shall provide the Publisher with written notice promptly upon becoming aware of any such claims, liabilities, damages, losses, costs, and expenses and will endeavour to keep the Publisher reasonably fully informed as to any material developments (e.g., amendments to claims, substantive court holding) in connection therewith. The Publisher will have the opportunity to reasonably participate in the defence of any such claim (as appropriate in the circumstances), and CISAC (and CISAC members and Clients Rights Management Entities, at their sole option) will use reasonable endeavours to defend any such claim and to mitigate its and/or their losses in connection therewith.

12. Provided that the Publisher complies with these Terms and Conditions, CISAC shall, within the terms of these Terms and Conditions, indemnify the Publisher against damages awarded by a competent Court by way of a final decision arising from or incurred by reason of any Third Party claim that the ISWC Related Services licensed by CISAC under this Agreement infringes a Third Party's Intellectual Property Rights (hereafter "Claim"). In any event, CISAC's liability shall not exceed 10.000 (ten thousand) euros.

CISAC indemnification obligation under Article 12 is subject to the following conditions: - The Publisher shall promptly notify CISAC in writing of any Claim brought against it; - the Publisher agrees that CISAC shall have the right to manage the defense of any Claim, including the discretion to settle or resolve it, provided such decisions do not materially prejudice the Publisher's rights - the Publisher shall cooperate with CISAC in defending any Claim, providing reasonable assistance and necessary information to support the defense - the Publisher shall not make any admission of liability, agreement or compromise in respect of a Claim without CISAC's prior written consent.

The indemnity given by CISAC under this Article 12 shall not cover a Claim arising from: i) The combination of the ISWC Related Services, with material not provided by CISAC or that was not approved by CISAC. ii) The use of the ISWC Related Services, otherwise than in accordance with the terms of these Terms and Conditions.

13. The Publisher acknowledges that its access and use of the ISWC Related Services – and the ISWC Data contained therein- provide access to certain Confidential Information. The Publisher shall keep such Confidential Information with the same level of care with which it maintains the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care. The Publisher is not authorized to use or transfer or disclose such Confidential Information in any way to any Third Party except as necessary for the Purpose. In accordance with Article 15 of these Terms and Conditions, within thirty (30) calendar days from the effective date of termination or expiration of these Terms and Conditions, the Publisher shall irrevocably destroy all documents, tapes or other media containing Confidential Information that remains in its possession and certify in writing such destruction. Nothing in these Terms and Conditions shall in any way preclude the Publisher from using or disclosing information: (i) that is otherwise already in the possession of the Publisher without any breach of confidentiality obligation or duty, (ii) that has entered the public domain through no act or omission of the Publisher, or (iii) that must be disclosed or otherwise

made available by virtue of a legislative provision, court order, court decision, administrative order or administrative decision. This obligation will continue to apply as long as the Confidential Information has not entered the public domain.

14. CISAC shall have the right to implement tools to monitor the usage by the Publisher of the ISWC Related Services and the ISWC Data contained therein, to ensure compliance with these Terms and Conditions.

15. These Terms and Conditions shall be in effect from the date of its signature by the last Party through to the end of the then-current calendar year, and then shall renew on a calendar year-to-year basis thereafter. Notwithstanding the foregoing, at any time after the first calendar year from acceptance, either Party may, upon giving at least thirty (30) calendar days' written notice to the other Party, terminate the Terms and Conditions. The Publisher agrees that restrictions set forth herein with respect to the use of ISWC Data obtained through the ISWC Related Services shall remain in force, notwithstanding the termination of the Terms and Conditions.

Without prejudice to any other rights and remedies a Party may have at law or under these Terms and Conditions, either Party (the "Non-defaulting Party") may terminate, as of right, the Terms and Conditions, by giving written notice to the other Party (the "Defaulting Party") if the Defaulting Party commits a breach of the Terms and Conditions and fails to remedy that breach within seven (7) calendar days after receipt of written notice from the Non-defaulting Party. The Publisher agrees and acknowledges that in any event pursuant to and in accordance with the foregoing, CISAC may immediately terminate access and use by the Publisher to the ISWC Related Services without any compensation whatsoever for the Publisher.

16. Immediately upon receiving written notice of the termination or expiry of these Terms and Conditions (howsoever occasioned), the termination shall become effective as of the date of receipt of such notice. From that effective date, the Publisher shall cease accessing and using the ISWC Related Services and ISWC Data, for any purpose including the Purpose. Within thirty (30) calendar days of the effective date of termination or expiration, the Publisher shall (i) irrevocably destroy and delete all ISWC Data and copies of the ISWC Data, including backup and archival copies from its systems, documentation, services and databases, except for copies that may need to be retained for compliance with applicable regulations, legal obligations, or best practices, (ii) and certify it in writing to CISAC.

17. The Publisher acknowledges that CISAC may change these Terms and Conditions from time to time for any reason by notifying the Publisher in the best appropriate way (e.g., e-mail, notice in the ISWC Related Services, etc.), with reasonable notice, prior to the effective date of such change. If the Publisher disagrees with the changes, it retains the right to terminate the Terms and Conditions by providing written notice within thirty (30) calendar days of CISAC's notification. If CISAC does not receive timely notice, Publisher is deemed to have accepted the change.

18. The Publisher understands that Additional Terms may be incorporated in these Terms and Conditions in connection with the use of, and access to, the ISWC Related Services, including, without limitation, in connection with related technology (e.g., widgets, plug-ins, applications, etc.) and additional features, functionalities, products and/or services that CISAC makes available as part of, or in connection with, the ISWC Related Services.

19. The Parties do not intend that these Terms and Conditions shall be enforceable by any person who is not a party to them. Notwithstanding this, CISAC Members shall be considered third-party beneficiaries of these Terms and Conditions including for the purpose of enforcing their rights and reservations under Articles 8, 10 and 11. These Terms and Conditions shall be construed in accordance with the laws of France. In case of a dispute relating to these Terms and Conditions, the Parties shall use their best efforts to reach an amicable solution. In the event that the Parties are unable to reach an amicable solution within a reasonable period of time after becoming aware of such a dispute, the matter shall be submitted to mediation in accordance with the Centre for Mediation and Arbitration of Paris ("CMAP") Mediation Rules. The sole seat

of arbitration shall be Paris, France and the proceedings shall be conducted in English, provided that the Parties shall also be authorized to present evidence, testimonies or submissions in French, in which case a certified translation shall be supplied. If any such dispute has not been settled pursuant to the mediation within ninety (90) calendar days of the commencement of the mediation, it shall be submitted to the courts of Paris which shall have exclusive jurisdiction to adjudicate it, without regard to conflict of law provisions.

20. All notifications, requests, claims or other communications relating to these Terms and Conditions (including for the purpose of the Annex 2) shall be made in writing and sent with acknowledgment of receipt or an internationally recognized courier company with a record of delivery at the following addresses:

- For CISAC : 20-26 Boulevard du Parc, 92200 Neuilly-sur-Seine, France, publisher.services@cisac.org.
- For the Publisher : [Indicate address]
[Indicate email address]

21. Each Party's signatory affirms that he/she is fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions on behalf of that party. By countersigning this letter, the Publisher agrees to the Terms and Conditions under which the access and use of the ISWC Related Services will be provided and does so voluntarily, with full knowledge of its effect.

Once CISAC has received the countersigned present agreement, CISAC will confirm that the registration process is complete, and request for the technical setup of the Publisher access to the ISWC Related Services.

[Date]

Signed by [representative's name,
position] on behalf of [the Publisher]

Annex 1: Details and Functionalities of ISWC Related Services

At the signature of these Terms and Conditions, the ISWC Related Services, operated by CISAC, encompass two main components: the ISWC Resolution Service and the IPI Context Bulk Search.

- 1. ISWC Resolution Service:** The ISWC Resolution Service enables Publishers to compare Publisher-supplied ISWC Related Metadata against ISWC Related Metadata stored in CISAC tools. This comparison process allows for the identification of matches between Publisher-supplied metadata and existing ISWC records. In cases where a match is found, the ISWC Resolution Service returns the "Preferred" ISWC along with the Publisher's work ID and ISWC Related Metadata. This functionality streamlines the process of validating and managing ISWCs, ensuring accuracy and consistency in the identification of musical works.
- 2. IPI Context Bulk Search:** The IPI Context Bulk Search functionality enables Publishers to conduct searches against the ISWC System using Writer Name, Title or IPI Related Metadata. This feature allows for comprehensive searches of ISWC Related Metadata based on various criteria, facilitating the retrieval of relevant information for music rights administration purposes.

ANNEX 2 : Provisions relating to transfers framed with SCCs

For transfers of Personal Data outside of the EEA in accordance with clause 5, the SCCs will apply as specified below:

1. The applicable module is Module One (Controller to Controller transfers).
2. Clause 7 (Docking clause) will not apply.
3. In Clause 11 (Redress), the option for the data subject to lodge a complaint with an independent dispute resolution body will not apply.
4. In Clause 17 (Governing law), option 1 will apply and the SCCs shall be governed by the laws of France.
5. In Clause 18 (Choice of forum and jurisdiction), any disputes arising under the SCCs shall be resolved before the Courts of France.
6. Annex 1 of the SCCs is completed as follows:

A. LIST OF PARTIES

Data exporter: Confédération Internationale des Sociétés d'Auteurs et Compositeurs (CISAC), 20-26 boulevard du Parc, 92 200 Neuilly sur Seine, France, acting as Controller

Contact details: as provided in clause 19 of the Terms and Conditions.

Activities relevant to the data transferred under the SCCs: operator of the ISWC System

Data importer : The entity identified as "Publisher" under the Terms and Conditions, acting as Controller

Activities relevant to the data transferred under these Clauses: retrieval of relevant information for music rights administration purposes.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred: creators of musical works i.e., composers, authors, arrangers, translators

Categories of personal data transferred: creator's first name, last name, and IP number

Sensitive data transferred : none

The frequency of the transfer: continuous basis

Nature of the processing : access, searching, retrieval

Purpose(s) of the data transfer and further processing: access to and use by Data importer of personal data as part of the services described in Annex 1.

The period for which the personal data will be retained : access for the duration of the Terms and Conditions agreement signed by Data importer

Transfers to (sub-) processors, nature and duration of the processing : not applicable

C. COMPETENT SUPERVISORY AUTHORITY

French Data Protection Authority (CNIL).

7. Annex 2 of the SCCs is completed as follows :

The technical and organisational measures implemented by the Data importer (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons are those specified in the Data importer's information security policy. The Data importer undertakes to provide such information security policy to Data exporter upon request.