

# Data Processing Amendment

The Parties

**123FormBuilder SRL**, headquartered in Gheorghe Lazar street, no. 24, Fructus Plaza, second floor, SAD 13, Timisoara 300081, Timis, Romania, EU, registered at the national registries under no. J35/2122/2011, RO29147442, using official e-mail contact@123formbuilder.com, legally represented by Mr. Florin Cornianu (acting as the Administrator), as a **PROVIDER**,

**and**

\_\_\_\_\_, headquartered in \_\_\_\_\_,  
registered under no. \_\_\_\_\_, using official e-mail  
\_\_\_\_\_ legally represented by \_\_\_\_\_  
(acting as \_\_\_\_\_), as a **BENEFICIARY**,

have agreed to conclude this additional act, in addition to:

- The Terms of Service (referer also as TOS), mentioned on the site of the Provider <https://www.123formbuilder.com/termservice.html>
- (only if applicable) Contract \_\_\_\_\_ signed on date \_\_\_\_\_

The amendment becomes effective on the date both parties have signed the document. The duration of data processing is based on the term of the service agreement that will be signed by the BENEFICIARY AND PROVIDER

## **Art. 1. Privacy. Protection of personal data**

1. With regard to the processing of Personal Data controlled by the PROVIDER, under the Contract, the parties acknowledge that the BENEFICIARY is the Data Controller and that the PROVIDER is the authorized entity, by the Data Controller. The parties agree to comply with all obligations under the applicable Personal Data Protection laws. The PROVIDER will process such personal data on behalf of the BENEFICIARY, in so far as it is necessary for the purposes of the Contract.
2. In accordance with Art. 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data (the Regulation or the GDPR), the parties agree to the provisions contained in Art. 1.3 below on the Processing of Personal Data under the Contract. All capitalized words in this section will have the meaning assigned to GDPR.
3. Annex 1 to this Agreement contains certain information regarding the processing of Personal Data in accordance with Article 28 Section (3) of the GDPR and possibly the equivalent requirements of other data protection laws.

- 3.1. Under this Section, the Provider:
  - 3.1.1. Will process personal data only with documented instructions from the Beneficiary, unless that obligation lies with the Provider under Union or national law applicable to him or her; in this case, the Provider will notify this legal obligation to the Beneficiary before processing, unless the law concerned prohibits such notification for important public interest reasons;
  - 3.1.2. Ensure that the authorized people to process personal data are committed to maintaining their confidentiality or that they have an appropriate statutory duty of confidentiality;
  - 3.1.3. Will take all necessary measures in accordance with Article 32 of the GDPR "Security of Service" as set forth in the TOS mentioned on the Site of the Provider
  - 3.1.4. Will comply with the conditions set out in paragraphs 2 and 4 of Article 28 of the GDPR for hiring another person for processing (**sub-processor**);
  - 3.1.5. Taking into account the nature of the processing will assist the Beneficiary by appropriate technical and organizational measures described in the TOS mentioned on the site, as far as is possible, to fulfill the Operator's obligation to respond to requests for the exercise of the Target Person's rights provided in Chapter III of the GDPR;
  - 3.1.6. Will assist the Data Controller in complying with its obligations under Articles 32-36 of the GDPR and as described in the TOS stated on the site, taking into account the nature of processing and information available;
  - 3.1.7. At the request of the Beneficiary, will delete or return all Personal Data to the Beneficiary after the termination of the provision of the Processing Services, and will remove existing copies, unless Union or national law requires the storage of specific Personal Data;
  - 3.1.8. Will immediately inform the Beneficiary if, in the opinion of the Provider, a Data Controller instruction referred to in the above paragraph violates the GDPR or other Union or national law on the protection of personal data.
- 3.2. The Provider may transfer Personal Data to a Sub-processor in accordance with personal data protection laws, including, where applicable, in accordance with any necessary prior formalities and rights of Target Persons, such as information and/or consent when required by applicable law.
- 3.3. When processing Personal Data is subcontracted to Sub-processors located outside the EEA, the Provider will sign on behalf of the Beneficiary the Standard Contractual Terms for the Transfer of Personal Data to Third-Party Sub-Processors in accordance with Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as currently set out at [https://eur-lex.europa.eu/eli/dec\\_impl/2021/914/oj](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj) or equivalent standard clauses of personal data protection in accordance with EU law.
- 3.4. Only the Beneficiary may determine the purposes and means of processing Personal Data by the Provider in the course of fulfilling his obligations under this Agreement. Only the Provider may approve the security measures applicable to the protection of Personal Data as defined in Appendix 1. The Provider remains solely responsible for the accuracy and adequacy of the aforementioned purposes and means.
- 3.5. Any change in security measures that have or could have an adverse effect on the protection of Personal Data, including compliance with the applicable laws, will be notified to the Beneficiary, thus having the opportunity to discuss the measures if necessary and possibly refusing to continue the activity.
- 3.6. The Provider shall, upon request, provide the Beneficiary with all the information necessary to demonstrate compliance with this Agreement and allow and contribute to audits, including inspections, performed by the Beneficiary or an auditor mandated by him in connection with the

processing of Personal Data. The Provider shall offer a reasonable notice of any audit or inspection to be performed and avoid damage, injury, or disturbance to the premises, equipment, staff, and activity of the Provider, while his staff is in those locations in the course of such an audit or inspection.

- 3.7. The Beneficiary will decide the retention period of the data he collects. If the Beneficiary asks for his subscription to be canceled and his account to be deleted, the Provider will delete the Beneficiary's data and collected data from all its systems within 60 days, unless retention obligations apply.

This Amendment completes the Terms of Service and existing Contracts (if any), fully retaining their entire content, being concluded in two original copies, one for each party.

**PROVIDER**

**123FormBuilder SRL**  
Florin Cornianu, CEO

**BENEFICIARY**

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**Date**

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Annex 1 - Description of the Processing of Personal Data

**The name of the Data Protection Officer**

<b>Provider</b>	<b>Beneficiary</b>
Cristian Raiescu <a href="mailto:gdpr@123formbuilder.com">gdpr@123formbuilder.com</a>	

**Individuals**

Personal data refers to the following categories of Target Persons: the contact persons of the specified parties, the persons who complete the forms covered by this contract.

**Data categories**

Personal Data refers to the following categories of data:

- A. any data collected by the Beneficiary through the forms provided by the Provider
- B. name, location, e-mail, or other data required to meet the contractual obligations.

**Special categories of data**

(This refers to racial or ethnic origin, political opinions, religious or philosophical beliefs, membership of trade unions, and data processing on health or sexual life, criminal record, and personal data on unlawful conduct or behavioral hindrance to a ban imposed on that behavior, such as photos, film images, medical data, etc.)

The Provider does not collect special data of the Beneficiary. If the Beneficiary collects special data, he will ensure that he implements the necessary safety measures.

Subcontractors are used only for the purpose of ensuring the technical means necessary for the optimal operation of the services provided by the PROVIDER.

**The names and locations of the subprocessors to which personal data is transferred and the data categories that are transferred**

<b>Entity</b>	<b>Main location</b>	<b>Data categories</b>	
Amazon	Frankfurt, Germany, EU	Type A	
Google	California, USA	Type B	
Sendgrid	Colorado, USA	Type B	

Zendesk	California, USA	Type B	
Customer.IO	Oregon, USA	Type B	
InnerTrends	Romania, EU	Type B	
SnapEngage	Colorado, USA	Type B	

The Provider will periodically (every 6 months) review and update the list of subprocessors to which personal data is transferred. The Provider will make sure all new subprocessors are GDPR compliant.

Any notification regarding data processed by subcontractors can be sent to the DPO, using the following e-mail address: [gdpr@123formbuilder.com](mailto:gdpr@123formbuilder.com)

**General description of organizational and technical security measures (if possible)**

The security measures are described here:

<https://www.123formbuilder.com/how-do-we-handle-service-security>