



This document contains the following documents:

1. **Selected extracts translated into English from the complete End User Agreement (EUA)**, which currently exists only in Danish, between the companies ART speaks of YOU ApS & ART speaks of YOU (in some cases abbreviated "AsoY") and all customers ("Customer"), as well as the users ("User") that the Customer gives access to AsoY's application ("Service") and books workshops and programs for ("Program").
2. **Data Processing Agreement (DPA)** describing how ART speaks of YOU ApS & ART speaks of YOU process customers' and users' data.
3. **Privacy Policy**

When a Customer or a User books and participates in a program, workshop or session through ART speaks of YOU & ART speaks of YOU ApS and uses the AsoY application, he or she accepts and agrees to the Terms, Conditions and Privacy Policy described in this document.

NOTE:

These documents are to be considered as the **general terms** that ART speaks of YOU ApS & ART speaks of YOU does business with our Customers and Users, and the document is therefore also to be considered as the **general trade conditions and payment terms**. They represent both companies.

For each Customer an **individual contract** stating the specific package which the specific Customer pays for, at which the price and over how long a period – i.e. number of unique access keys, on-boarding program, workshops, follow-up session, online community, 1:1 sessions etc. The complete EUA, currently only available in Danish, may be found at <https://www.artspeaksofyou.com/eua> while the privacy is at <https://www.artspeaksofyou.com/privacy-policy>

In the event of discrepancies between the Danish and English versions of this agreement, the Danish version will at all times prevail.

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# AsoY – ART speaks of YOU ApS & ART speaks of YOU End User Agreement (EUA)

This End User Agreement ("EUA") is a legal agreement between the Parties ART speaks of YOU ApS, Ågade 94 st. th., 2200 København N, CVR-nr. 38911805 ("ART speaks of YOU ApS") & ART speaks of YOU, Ågade 94 st. th., 2200 København N, CVR-nr. 38483544 (ART speaks of YOU) and all customers ("Customer"), as well as the users ("User") that the Customer gives access to AsoY's application ("Service") and books workshops and programs for ("Program").



ART speaks of YOU & ART speaks of YOU ApS is owned and managed by Gitte Maria Lønstrup Dal Santo.

ART speaks of YOU ApS is responsible for running and developing the Service and for generating access keys to it.

ART speaks of YOU delivers Programs, including on-boarding, workshops, follow-up sessions, online community and 1:1 sessions, in which the Service is used as a tool.

Customers, who book Programs through ART speaks of YOU, in which the Service is used a tool, also sign a contract with ART speaks of YOU ApS and are ensured support through that company.

The EUA is accepted by the Customer on booking Programs and downloading the Service and forms the agreement between the parties.

The User is requested to accept the terms and conditions for using the Service on the login screen of the application: *“Any sharing and exchanging of the assigned access key and personal user login is under no circumstances permitted. Equally it is not permitted to save any picture in the app that may violate other people or copyrights. By logging into AsoY you accept these terms and conditions and declare that you agree to AsoY’s End User Agreement and Privacy Policy that may be found here <https://www.artspeaksofyou.com/privacy-policy> and <https://www.artspeaksofyou.com/eua> and you consent to our treatment of the data you insert”*, and the terms & conditions of the Apple’s and Google’s App Stores respectively.

This EUA applies for using ART speaks of YOU ApS’s software, including add-ons and plug-ins in the Service, as well as for participation in the Programs of ART speaks of YOU.

**The version 1.0. of the Service (AsoY) is business to business.**

**The version 1.4.2. of the Service (AsoY – ART speaks of YOU) is an MVP APPetizer.**

## Selected extracts translated into English from the complete End User Agreement in Danish

### 1. ACCESS KEYS GRANTED AND LOGIN

- 1.3.2 Every individual User of the Service appointed by the Customer (“Named User”) must create a user profile with which the User shall have access to and utilize the Service. This user profile consists of a unique access key, as well as a personal access code and user name of the User’s own choice. Each unique User must only have one user profile. *Any sharing and exchanging of the assigned access key and personal user login is under no circumstances permitted.* The Customer is responsible for the administration of Users registered under the Customer and for the Users use of the Service. In the event that ART speaks of YOU ApS suspects any suspicious user behaviour, where a User logs in from multiple devices, ART speaks of YOU ApS reserves the right to investigate the matter and ultimately delete the specific user profile. If the Customer’s Users repeatedly violate the Terms and Conditions for using the Service, ART speaks of YOU ApS can warn the Customer that the



agreement will be terminated immediately in the event that the Customer's Users violate the Terms and Conditions for using the Service again.

- 1.3.3 In addition to the Customer's and Users' own access, the Customer and the User have no right to grant access to the Service to a third party. The Customer warrants and is fully responsible for not sharing the Service with a third party except the unique Users that the Customer gives access the unique access keys to.
- 1.3.4 The Customer shall ensure that the Service is not used in a manner which could harm ART speaks of YOU ApS's name, reputation, or goodwill, or which violates applicable laws or regulations.

## 2. RESTRICTIONS

### 2.1 No Assignment, Selling, Sub-licensing, Rental, Lending or Leasing

Subject to section 1.3.2, the Customer may not assign, sell, sub-license, rent, lease or lend the Service and Users may not share or exchange their individual login consisting of the unique access key, access code and user name.

### 2.2 No Copying

The Customer and the User may not make any copies of the Service, except to the extent expressly permitted by applicable law. Similarly, the Customer and the User may not publish, distribute or otherwise make the Service publicly available for others to copy.

### 2.3 Limitations on Reverse Engineering, De-compilation, and Disassembly

The Customer and the User are not entitled to reverse engineer, decompile, or disassemble the Service, except and only to the extent that applicable law notwithstanding this limitation expressly permits such activity.

## 5. USER DATA AND IMAGES CODE OF CONDUCT

- 5.1 The Parties agree that the data uploaded to the Service by the User belongs to the User, who accordingly may dispose of the data while using the Service. However, it is under no circumstances permitted to upload pictures to the Service that may in any way violate other people or other people's rights. Neither is it permitted to share or publish screen shots from the Service that show uploaded pictures that may violate other people or other people's rights. All pictures uploaded in the Service by ART speaks of YOU ApS are cleared for and respect copyrights. ART speaks of YOU ApS does not monitor or control the pictures that Users upload, which are saved on a server run by Heroku (Ireland, EU) that ART speaks of YOU ApS has an agreement with. ART speaks of YOU ApS does not delete pictures unless ART speaks of YOU ApS is made aware of illegal conduct with the Service or suspects such suspicious behaviour.
- 5.2 **Disclaimer regarding image code of conduct with pictures:** ART speaks of YOU ApS is according to the law of E-commerce §16 is neither responsible nor liable for the User's conduct with pictures and general use of the Service, including which pictures and other personal information the User may upload to and store in the Service, as the storage of pictures and information occurs at the



User's own choice and request. It is the User who chooses the pictures and the information he or she wishes to use and store in the Service.

- 5.3 After termination of the License, ART speaks of YOU ApS & ART speaks of YOU is entitled to retain the Customer's and the User's data in anonymous form for statistical and analytical uses only.

#### **10. EXCLUSIONS AND LIMITATIONS OF LIABILITY**

- 10.1 In no event will ART speaks of YOU ApS & ART speaks of YOU be liable to the Customer or any other person or entity for any direct or indirect damages of any kind, including, without limitation, for lost profits, lost savings, lost data or other special, indirect, punitive, consequential, or incidental damages arising out of or relating to the use of the Service or to any program provided or undertaken by ART speaks of YOU ApS & ART speaks of YOU under this EUA, even if ART speaks of YOU ApS & ART speaks of YOU has been advised of the possibility of such loss or damage. The foregoing exclusion of liability applies to all causes of action, including breach of contract, breach of warranty, strict liability, negligence and other torts.
- 10.2 In no event will ART speaks of YOU ApS & ART speaks of YOU be liable to the Customer or any other person or entity for any damages, direct or indirect, of any kind due to system instability or failure.
- 10.3 ART speaks of YOU ApS & ART speaks of YOU are not responsible for any third-party solutions that are available and/or integrated with the Service, including the Survey from the VIA Institute. ART speaks of YOU ApS & ART speaks of YOU cannot be held liable for the accuracy, completeness, quality, or reliability of the information nor the results obtained through these third-party solutions. Similarly, ART speaks of YOU ApS & ART speaks of YOU cannot be held liable for the availability, security, or functionality of any third-party solutions, including possible damages and/or loss caused by third-party solutions. The burden is upon the Customer to prove that a loss suffered by the Customer cannot be attributed to third party solutions.
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# ART speaks of YOU ApS & ART speaks of YOU Data Processing Agreement (DPA)

This DPA is a Schedule to the End User Agreement accepted by the Customer.  
ART speaks of YOU ApS is the data controller in this DPA.

## 1. Definitions

<b>Data Controller</b>	means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; in this DPA ART speaks of YOU ApS & ART speaks of YOU.
<b>Data Processor</b>	means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller; in this DPA: <ul style="list-style-type: none"><li>• <b>Heroku:</b> The server where the up-coming AsoY 1.0. app is hosted (Ireland, EU).</li><li>• <b>SurveyPlanet:</b> The evaluation tool that ART speaks of YOU ApS &amp; ART speaks of YOU uses in AsoY 1.0. and in workshops.</li><li>• <b><u>VIA Character Strengths Survey &amp; Character Reports   VIA Institute</u></b>: The strength survey that ART speaks of YOU ApS &amp; ART speaks of YOU uses in AsoY 1.0. and in workshops.</li><li>• <b>Wix.com:</b> Hosts the email-based <u>follow-up program</u> in the apps: 1.4.2 Asoy – ART speaks of YOU and 1.0. AsoY.</li><li>• <b>Mailchimp:</b> Hosts the email-based follow-up program related to the <u>video</u> (only in Danish).</li><li>• <b>YouTube:</b> Host videos related to AsoY.</li><li>• <b>Facebook:</b> AsoYs closed online community is facilitated from here. Shared data protection.</li><li>• <b>Google &amp; Apple App Stores:</b> Display of the apps: 1.4.2 Asoy – ART speaks of YOU and 1.0. AsoY.</li><li>• <b>Google Analytics:</b> Treats cookies on <a href="https://www.artspeaksofyou.com/">https://www.artspeaksofyou.com/</a></li><li>• <b>Office online:</b> Emails are handled from here.</li></ul>
<b>Data Protection Laws</b>	means, as binding on either party or the services: <ul style="list-style-type: none"><li>(a) the GDPR</li><li>(b) any laws which implement any such laws</li><li>(c) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing</li></ul>



<b>Data Subject</b>	means an identified or identifiable natural person;
<b>DPA</b>	This Data Protection Agreement.
<b>GDPR</b>	means the General Data Protection Regulation (EU) 2016/679;
<b>International Organisation</b>	means an organisation and its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries;
<b>Personal Data</b>	means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
<b>Personal Data Breach</b>	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;
<b>Processing</b>	has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including process, processed, processing, and processes shall be construed accordingly);
<b>Protected Data</b>	means Personal Data received from or on behalf of Data Controller in connection with the performance of the Data Processor's obligations under this DPA; and
<b>Sub-Processor</b>	means any agent, subcontractor or other third party (excluding its employees) engaged by the Data Processor for carrying out any processing activities on behalf of Data Controller in respect of the Protected Data.

## 2. Data Processor's compliance with Data Protection Laws

The parties agree that Data Controller is a Controller and that the Data Processor is a Processor for the purposes of processing Protected Data pursuant to this DPA. The Data Processor shall at all times comply with the applicable Data Protection Laws in connection with the processing of Protected Data. Data Controller shall ensure all instructions given by it to the Data Processor in respect of Protected Data (including the terms of this DPA) shall at all times be in accordance with the applicable Data Protection Laws.



### **3. Data Processor's compliance with data protection laws**

The Data Processor shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this DPA.

### **4. Instructions**

4.1 The Data Processor shall only process the Protected Data in accordance with Annex 1 of this DPA (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform Data Controller of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).

4.2 Without prejudice to section 2 of this DPA, if the Data Processor believes that any instruction received by it from Data Controller is likely to infringe the Data Protection Laws it shall promptly inform Data Controller and be entitled to cease to provide the relevant support until the parties have agreed appropriate amended instructions which are not infringing.

### **5. Security**

5.1 In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this DPA, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, the Distributor shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(a) to 32(d) (inclusive) of the GDPR.

### **6. Sub-processing and personnel**

6.1 The Data Processor shall:

6.1.1 not permit any processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the written authorisation of Data Controller;

6.1.2 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this DPA, including an obligation to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR, that is enforceable by the Data Processor and ensure each such Sub-Processor complies with all such obligations;

6.1.3 remain fully liable to Data Controller under this DPA for all the acts and omissions of each Sub Processor as if they were its own; and

6.1.4 ensure that all persons authorised by the Data Processor or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.



6.2 Data Controller authorizes the appointment of the Processors listed at the website of ART speaks of YOU ApS & ART speaks of YOU <https://www.artspeaksofyou.com/privacy-policy>

## **7. Assistance**

7.1 The Data Processor shall (at Data Controller's cost) assist Data Controller in ensuring compliance with Data Controller's obligations pursuant to the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to the Data Processor. The Data Processor will assist Data Controller concerning matters including, but not limited to

7.1.1 the implementation of the appropriate technical and organisational security measures with due regard for the current state of the art, the cost of their implementation, and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, pursuant to Article 32 of the GDPR.

7.1.2 the notification of any personal data breach to the supervisory authority to the relevant supervisory authority pursuant to Article 33 of the GDPR, as well as communication of any personal data breach to the data subject, pursuant to Article 34 of the GDPR.

7.1.3 the preparation of any impact assessment, pursuant to Article 35 of the GDPR, and 7.1.4 consultation of the relevant supervisory authority, pursuant to Article 36 of the GDPR.

7.2 The Data Processor shall (at Data Controller's cost) taking into account the nature of the processing, assist Data Controller (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of Data Controller's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data including requests for access, rectification, blocking or deletion. The Data Processor must also assist the controller by implementing appropriate technical and organisational measures, for the fulfilment of Data Controller's obligation to respond to such requests.

## **8. Confidentiality**

8.1 The Data Processor shall keep the Protected Data confidential.

8.2 The Data Processor shall not disclose the Protected Data to third parties or take copies of the Protected Data unless strictly necessary for the performance of the Data Processor's obligations towards Data Controller according to the DPA, and on condition that whoever the Protected Data is disclosed to is familiar with the confidential nature of the Protected Data and has accepted to keep the personal data confidential in accordance with this DPA.

8.3 All terms of the DPA apply to any of the Data Processor's employees and the Data Processor must ensure that its employees comply with the DPA.

8.4 The Data Processor must limit the access to the Protected Data to employees for whom access to said Protected Data is necessary to fulfil the Data Processor's obligations towards Data Controller.





8.5 The obligations of the Data Processor under this section 8 persist without time limitation and regard less of whether the cooperation of the Parties has been terminated.

8.6 Data Controller shall treat confidential information received from the Data Processor confidentially and may not unlawfully use or disclose the confidential information.

### **9. International transfers**

The Data Processor shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the European Union or to any International Organisation without the prior written consent of Data Controller.

### **10. Audits and processing**

The Data Processor shall, in accordance with Data Protection Laws, make available to Data Controller such information that is in its possession or control as is necessary to demonstrate the Data Processor's compliance with the obligations placed on it under this DPA and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by Data Controller (or another auditor mandated by Data Controller) for this purpose (subject to a maximum of one audit request in any 12 month period under this clause 12).

### **11. Breach**

The Data Processor shall notify Data Controller without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

### **12. Deletion/return and survival**

On the end of the provision of the support relating to the processing of Protected Data, at Data Controller's cost and Data Controller's option, the Data Processor shall either return all of the Protected Data to Data Controller or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Data Processor to store such Protected Data. This Schedule shall survive termination or expiry of this DPA following the earlier of the termination or expiry of this DPA in the case of all other paragraphs and provisions of this Schedule. A crucial attention point in this agreement is that the User has time-unlimited access to the Service. This time-unlimited access is a fundamental and integral part of the value that ART speaks of YOU ApS offers to the Customer and the User: it is an essential part of the Service that the User can track his/her personal results, development and mental health over time with the purpose of building Personal Leadership, reducing stress and preventing relapse over a period of more than 10 years. Due to this ART speaks of YOU ApS will not delete the User's user profile unless he/she request it be done, or unless we are required to retain the Personal Data for a longer period of time according to legal requirements.

### **13. Amendments and Assignments**

13.1 The Parties may at any time agree to amend this DPA. Amendments must be in writing.

13.2 The Data Processor may not assign or transfer any of its rights or obligations arising from this DPA without Data Controller's prior, written consent.



#### **14. Commencement and termination**

14.1 This DPA shall enter into force on the Data Controller's acceptance of the EUA.

14.2 The DPA may be renegotiated by both parties if changes in law or disagreements in the DPA give rise to this.

14.3 This DPA is valid for the duration of the processing of the Protected Data. Regardless of the termination of the underlying contractual DPA of the Parties, the Data Processing DPA will remain enforce until termination of the processing and the deletion of the data by the Data Processor and any authorized Sub-Processors.

#### **15. Indemnification and Liability**

15.1 Data Controller shall indemnify and keep indemnified the Data Processor against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by Data Controller of its obligations under this Schedule.

15.2 Limitation of Liability and Indemnification Claims. The liability of the Data Processor under this DPA is to the widest possible extent limited in accordance with the limitation of liability agreed in the DPA.

15.3 Fines issued by the Supervisory Authority. The Parties agree that the general principle of division of liability between the Parties relating to fines imposed by any relevant Supervisory Authority is based on that the respective Party has to fulfil its obligations under the GDPR and the Act, and that any fines imposed by a Supervisory Authority should be paid ultimately by the Party which has materially failed in its performance of its legal obligations under the GDPR or the Act. Consequently, the Data Processor shall at its own costs give the Data Controller all information and assistance available required to respond to such claims.

15.4 The Data Processor shall review the requirements and instructions issued by the Data Controller regarding data processing activities performed by the Data Processor under this DPA on their behalf, and notify the Data Controller beforehand in writing if it believes that implementation of such requirements or instructions would likely constitute a violation of the GDPR or the Data Protection Regulation applicable to the Data Processor. The Data Processor shall in its written notice advise the Data Controller on how such requirements and instructions should be amended to avoid such potential violation of the GDPR or the Act by the Data Processor due to following such requirements or instructions. If the Data Controller in its written response continue requiring that the Data Processor shall implement such requirements and instructions despite the associated risks, then the Data Controller shall at their own cost indemnify and hold the Data Processor harmless against any fines imposed by any Supervisory Authority.



## Annex 1

### Data processing and security details

Processing of the Protected Data by the Data Processor under this DPA shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Annex 1.

#### 1. Subject-matter of processing:

The Data Processor will have access to the Personal Data of the Customer, the Named Users of the Customer and the specific information, which the User adds to the Service of ART speaks of YOU ApS & ART speaks of YOU to store the Personal Data and ensuring the ART speaks of YOU ApS & ART speaks of YOU Service's availability, integrity and confidentiality, as well as to provide remote support to the Customer's users of the ART speaks of YOU ApS & ART speaks of YOU Service.

#### 2. Duration of the processing:

The Data Processor may process the Personal Data for as long as the Data Controller subscribes to the Service as defined in the EUA. The Data Processor may delete the Personal Data upon termination of the Service and shall delete the Personal Data no later than 12 months after the termination unless the Data Processor is required to retain the Personal Data for a longer period of time according to legal requirements.

#### 3. Nature and purpose of the processing:

The Data Processor shall process data including Personal Data to perform the Service as described in the EUA <https://www.artspeaksofyou.com/eua> and on <https://www.artspeaksofyou.com/privacy-policy>

#### 4. Type of Personal Data:

Name, address, email, telephone numbers, invoice identification numbers, pictures, users' in-app answers.

#### 5. Categories of Data Subjects:

Customers, suppliers and employees of the Data Controller.

#### 6. Specific processing instructions:

The Service is automated, and processing will only take place upon command of the Data Controller. Support by the Data Controller will only take place upon specific request by the relevant person at the Data Controller.

#### 7. Data processors:

The updated list over data processors may be found at <https://www.artspeaksofyou.com/privacy-policy>



# ART speaks of YOU ApS & ART speaks of YOU Privacy Policy

Welcome to <https://www.artspeaksofyou.com/> ("the Website") owned by:

ART speaks of YOU ApS & ART speaks of YOU

CVR-nr. 38911805

CVR-nr. 38483544

Ågade 94 st. th.

DK.2200 København N

Tlf.: +45 40618997

E-mailadresse: [info@artspeaksofyou.com/](mailto:info@artspeaksofyou.com/)

When you convey information relating to an identified or identifiable natural person ("Personal Data") on our Website incl. our follow-up program, when using our mobile application ("the Service") and when you evaluate the Service and our programs, we collect and process that information.

The protection of your Personal Data is important to us and we wish to explain how we handle your Personal Data.

Below you will find a description of the Personal Data we collect, for which purpose we process the Personal Data, how long we maintain the Personal Data, and if we share the Personal Data with others.

## 1. What kind of Personal Data do we collect?

1.1 We collect the following Personal Data:

- Name
- E-mailadresse
- Pictures that you choose to upload and store in the Service
- Answers that you store in the Service

1.2 We collect this Personal Data when you participate in and sign up for the Service and the follow-up programs that are email-based and take surveys. Furthermore, we collect information by using cookies at the Website; please see our Cookie Policy for further details.

## 2. For which purpose do we use your Personal Data?

2.1 We use your Personal Data to process and improve your subscription to the Service and programs by asking for feedback, providing support and handling complaints, sending newsletters to you and contacting you at your request. We also use your Personal Data to answer any inquiries and to improve the contents of the Website, the Service and the programs. The information may also be used for statistics about the users



of the Website, the Services and the programs. The legal foundation for processing these data is article 6.1B in the Danish "Data Protection Law" ("Databeskyttelsesforordningen").

### **3. We only process relevant Personal Data**

3.1 We only process Personal Data about you that are relevant and sufficient in relation to the purposes defined above. The purpose is crucial for the kind of data that is relevant to us. The same applies to the amount of Personal Data we process – we do not process more Personal Data than needed for the specific purpose.

### **4. We process only the required Personal Data**

4.1 We collect, process and store only the Personal Data acquired to meet our intended purpose in section 2.1. Additionally, it may be decided by law which data we are required to collect and store for our operation. The type and extent of the Personal Data we process may also be required to fulfil a contract or other legal obligation.

4.2 We want to ensure that we treat only the Personal Data necessary for each of our specific purposes. Therefore, our IT systems collect only the Personal Data necessary. It is also automatically ensured that the amount of processing is not unnecessarily large.

4.3 To protect you from unauthorized persons accessing your Personal Data, we use IT solutions that automatically ensure that your data are only available to the relevant employees. There is also embedded protection against an unlimited number of persons receiving access to your Personal Data.

### **5. We amend any inaccurate Personal Data about you**

5.1 We verify that the Personal Data we process is accurate, and we make sure to update your Personal Data continuously. As the Service is dependent on your Personal Data being accurate and up to date, we ask that you provide us with relevant changes to your Personal Data so we can alter our register accordingly. You can use the contact details above to notify us of any changes.

### **6. For how long do we keep your Personal Data?**

6.1 We store your Personal Data as long as you subscribe to the Service or our programs. Because your access to the Service is currently time-unlimited, we do not delete your user profile unless you request it be done, or unless we are required to retain the Personal Data for a longer period of time according to legal requirements. Time-unlimited access is a fundamental and integral part of the value of the Service, as it allows you to track your personal results, development and mental health over a period of more than 10 years with the purpose of building your Personal Leadership, reducing stress and preventing relapse.

### **7. We will obtain your consent before processing your Personal Data for other purposes**

7.1 If we wish to process your Personal Data for another purpose, we will inform you and obtain your consent before we begin processing of the Personal Data. If we have other legal grounds for processing your Personal Data than your consent, we will inform you accordingly.

### **8. Disclosure of your Personal Data**

8.1 In some cases, we will pass on the Personal Data to others. The passing on of Personal Data will take place to the extent and to whom it is necessary for us to provide you with the Service and the programs.



8.2 When we pass on your Personal Data to a third country party, we make sure that their level of data protection will meet the requirements we have set out in this policy under the applicable law. We set requirements regarding, including, but not limited to, data processing, information security and fulfilment of your rights set out in this private policy.

8.3 If we transfer your Personal Data to collaborators or other parties, including for marketing purposes, we obtain your consent and inform you of how your data will be used. You may object to this kind of disclosure at any time and you can exclude yourself from marketing requests in the CPR registry.

8.4 We will not obtain your consent if we are legally required to disclose your Personal Data, for example, as part of reporting to an authority.

8.5 We may use processors to provide our Service and programs and you may find the current and updated list of processors here: <https://www.artspeaksofyou.com/privacy-policy>

### **9. Data Security – what measures do we take?**

9.1 We take precautionary measures of technical and organizational nature to protect your Personal Data from manipulation, loss, destruction or access from unauthorized persons. Our precautionary measures are revised on a regular basis for us to meet the legislative requirements for a suitable data security system.

9.2 However, we cannot guarantee that the data are completely protected against individuals who want to and succeed in breaking our precautionary measures and gain access to transfer information on the Internet, e.g. via e-mail.

9.3 In case of a security breach that results in high risks of discrimination, ID theft, financial loss, loss of reputation or other significant inconvenience, we will notify you of the security breach without undue delay.

### **10. Cookies – we obtain your consent before installing Cookies**

10.1 Before we install cookies on your equipment, we ask for your consent. However, cookies required to ensure functionality and settings can be used without your consent.

10.2 You can find more information on the Website about our use of cookies and how to delete or reject them. If you want to revoke your consent, please see the instructions under our Cookie Policy.

### **11. Access – you are entitled to access your Personal Data**

11.1 You are entitled to know which Personal Data we process about you, from where they originate and for which purpose we use them. We will let you know for how long we store them and who receives them.

11.2 At your request, we will disclose what data we process about you. Access may, however, be limited for the protection of other persons' privacy, trade secrets and intellectual property rights.

Please contact us by email [info@artspeaksofyou.com](mailto:info@artspeaksofyou.com) if you want to exercise these rights.



## **12. Rectification or Deletion – you are entitled to have inaccurate Personal Data corrected or deleted**

12.1 If you believe that the Personal Data we treat about you are inaccurate, you are entitled to have them corrected. You can contact us and inform us of the inaccuracies and how they can be corrected.

12.2 In some cases, we will have an obligation to delete your Personal Data. This applies, for example, if you withdraw your consent. If you believe your data are no longer necessary for the purpose for which we obtained them, you may want to have them deleted. You may also contact us if you believe your Personal Data are being processed in violation of the law or other legal obligations.

12.3 When you convey a request by email to [info@artspeaksofyou.com](mailto:info@artspeaksofyou.com) to correct or delete your Personal Data to us, we will investigate whether the conditions are met and, if so, make changes or deletions as soon as possible.

## **13. Complaints – you are entitled to object to the processing of your Personal Data**

13.1 You have the right to object to the processing of your Personal Data. You can also object to our disclosure of your data for marketing purposes. You can object by email [info@artspeaksofyou.com](mailto:info@artspeaksofyou.com) If your opposition is justified, we will stop processing your Personal Data.

## **14. Dataportability – you are entitled to retrieve your Personal Data**

14.1 You are entitled to receive the Personal Data you have made available to us and those, if any, we have collected from a third party based on your consent. If we process data about you as part of a contract to which you are a party, you have the right to receive these data as well. You also have the right to transfer these Personal Data to another provider. If you wish to exercise your right to data portability, we will transfer your Personal Data to you in a commonly used format.

## **15. Contact us if you want to exercise your rights**

15.1 Please contact us by email [info@artspeaksofyou.com](mailto:info@artspeaksofyou.com)

15.2 If you wish to access your data, have them corrected or deleted, or object to our data processing, we will investigate and respond to your request as soon as possible and no later than one month after we receive your request.

15.3 If we do not fully support your objection, you have the right to file a complaint with the Danish Data Protection Agency by following the instructions on the Danish Data Protection Agency's website – in Danish: <https://www.datatilsynet.dk/borger/klage-til-datatilsynet/> or in English: <https://www.datatilsynet.dk/english/the-danish-data-protection-agency/complaints-to-the-danishprotection-agency>