

# **GENERAL TERMS AND CONDITIONS**

for

**SWEDISH FLOORING TRADE ASSOCIATION  
WETROOM CONTROL, GVK**



**AB SVENSK VÅTRUMSKONTROLL**

**GVK includes: HSB National Federation; Riksbyggen; Swedish Installation Federation; Public Housing Sweden, SABO; SBC Sveriges Bostadsrättscentrum AB; Swedish Property Federation; Insurance Sweden; Swedish Flooring Trade Association, GBR.**

## 1. AIM

Swedish Flooring Trade Association Wetroom Control, GVK, is a foundation whose activities are administered through a limited company, AB Svensk Våtrumskontroll. The company administers a system for voluntary authorisation for wet room work.

The aim of GVK is to work for the achievement of improvements regarding materials and installations in wet rooms.

This aim entails an endeavour to achieve a high level of quality in wet rooms, partly by imposing requirements on materials and work performance, and partly by imposing requirements on the right conditions for achieving water damage-proof wet rooms.

To enable achievement of this aim, GVK, through AB Svensk Våtrumskontroll, arranges training for companies' staff. The training concludes with a test, and passing the test leads to a GVK permit for the individuals who have completed the training. Through activities such as staff training, the company can achieve authorisation. The authorisation is available in three different variations: only plastic materials; only waterproof layers behind/under ceramic materials; or both of these materials (otherwise known as extended authorisation). More information about the requirements is set out in the terms and conditions below.

Because all wet rooms must be reported, the industry will obtain significant documentation regarding method and product development and will quickly progress towards the creation of the right conditions for the achievement of waterproof wet rooms.

GVK carries out random spot checks of work performed to ensure that GVK-authorised companies are in compliance with the requirements set by GVK.

## 2. APPLICATION

All companies that, as a significant part of their business and with their own staff, perform work involving plastic materials and/or waterproof layers behind/under ceramic materials in wet rooms can apply for GVK-authorisation and thus affiliation to the GVK system in accordance with the terms and conditions set out below. AB Svensk Våtrumskontroll determines the information that must be attached to the application.

The first paragraph above does not apply to companies that, even if the terms and conditions are met, directly or indirectly have a position of such a nature that it could obstruct the achievement of effective competition in the market.

## 3. AUTHORISATION

For the application to result in authorisation, the following requirements must be met:

- at least one supervisor per 10 employees must complete the training arranged by GVK and pass the test
- at least one in five floor-layers/tilers must complete the training arranged by GVK and pass the test
- the company must be registered for VAT
- the company must be registered for F-tax
- the company must not have persons in senior positions

who have had GVK-authorisation revoked in another company

- the company must be a limited company, trading partnership, limited partnership or equivalent. A foreign company must have a permanent establishment and branch in Sweden that is registered with the Swedish Companies Registration Office and must declare an income tax return in Sweden

- where applicable, the company must be registered as an employer, and must have paid social security contributions for a full-time position of employment for at least six months (unless the company is a holding company in a group), in Sweden and in the country where the company has its registered office

- the company and its representatives must undertake to apply ID06, in accordance with applicable ID06 rules at any given time, at all workplaces where the company conducts activities

To receive extended authorisation, it is necessary for at least one supervisor and one floor-layer/tiler to complete additional training consisting of both a practical and theoretical review of trade regulations and GVK's regulations for waterproof layers behind/under ceramic materials.

The authorisation is only valid in relation to the company (personal/corporate ID number) that has applied for the authorisation and has been granted the authorisation by AB Svensk Våtrumskontroll.

## 4. AUTHORISED COMPANIES' OBLIGATIONS

GVK-authorised companies must:

- observe the rules and regulations set out in these General Terms and Conditions for GVK
- report all wet room work to AB Svensk Våtrumskontroll
- accept random spot checks of work performed
- pay set fees and costs for GVK
- observe and comply with the guidelines, instructions and recommendations issued by GVK at any given time
- maintain the training requirements set by GVK
- ensure that half of the company's employed floor-layers/tilers have passed the test on completion of the GVK training within one year of the date on which the company received GVK-authorisation
- work with industry-approved products as listed on [www.gvk.se](http://www.gvk.se)

## 5. TRAINING

The training arranged by GVK for supervisors and floor-layers/tilers is carried out in collaboration with the Swedish Flooring Trade Association, GBR. AB Svensk Våtrumskontroll sets the training requirements.

After passing the test, a personal permit is issued in the name of the authorised company. However, please also see the information set out in section 12.

## 6. REPORTING OF WET ROOM WORK

For each instance of wet room work performed by the GVK-authorized company, the company must report the object of the work in writing to AB Svensk Våtrumskontroll. This report should be submitted via [www.gvk.se](http://www.gvk.se) as soon as possible after the order, and in good time prior to commencement of the work involving the waterproof layer. If the work is subject to a final inspection, the report must unconditionally have been submitted in good time prior to such inspection.

## 7. SELF-INSPECTION

Prior to and during an instance of wet room work, GVK-authorized companies must perform checks/inspections to ensure that the work is in compliance with the requirements imposed by GVK-authorization. Any discrepancies should be communicated in writing.

GVK-authorized companies undertake to perform each instance of work in accordance with GVK's trade regulations and quality procedures. GVK-authorized companies are also obligated to ensure observance of these regulations and procedures when a subcontractor performs equivalent work.

## 8. RIGHT TO DATA

AB Svensk Våtrumskontroll processes personal data in accordance with the General Data Protection Regulation, GDPR. AB Svensk Våtrumskontroll's Privacy Policy and Data Processing Agreement are attached as an appendix to these terms and conditions.

When a GVK-authorized company exits GVK, AB Svensk Våtrumskontroll and the GVK Foundation (Stiftelsen Golvbranschens Våtrumskontroll) have the right to use, for statistical purposes, copies of the quality documentation prepared by the GVK-authorized company. Such copies may not contain personal data, and the personal data in such copies of documentation is therefore anonymised.

## 9. SPOT CHECKS

AB Svensk Våtrumskontroll appoints designated controllers with the task of checking the quality of work performed by carrying out random spot checks.

The controllers prepare control reports which are then compiled annually to provide details of lessons learned and form a basis for continued product and method development. The cost of the spot checks is included in the fee payable to GVK. In the event of remarks, additional checks are performed, and the costs associated with such additional checks are charged to the company.

## 10. FEES

Each year, AB Svensk Våtrumskontroll sets the fees payable to GVK. Apart from an application fee, an annual fee is also payable, consisting of both a fixed fee and a variable fee. The size of the fixed fee depends on whether the application relates to only plastic or only ceramic materials, or whether the application relates to both of these materials i.e. extended authorisation.

## 11. LOSS OF AUTHORISATION

A GVK-authorized company may lose its authorisation if the work performed by the company or a subcontractor has not been performed in compliance with the guidelines, instructions, recommendations and training requirements applicable at any given time in relation to supervisors and floor-layers/tilers.

If, in connection with a spot check, remarks are noted concerning the work performed, AB Svensk Våtrumskontroll will issue a written request to the GVK-authorized company to immediately rectify the identified defect. If, after performance of a new check, it is found that the work has still not been performed in compliance with GVK's requirements, AB Svensk Våtrumskontroll has the right to consider a decision that the GVK-authorized company shall lose its authorisation.

If the GVK Foundation considers a decision to revoke a company's authorisation, the GVK-authorized company will be notified to this effect by way of letter, whereupon the company has the right, within a time frame determined by the GVK Foundation, to submit details of the grounds which may exist in support of the company not losing its authorisation. The GVK Foundation will then make a final decision as to whether or not the GVK-authorized company shall be allowed to retain its authorisation.

If a GVK-authorized company loses its authorisation, the company will receive written notification to this effect and will also be informed of what needs to be done in order for the company to be able to once again receive GVK-authorisation.

Loss of authorisation may also occur if a GVK-authorized company, despite a written reminder:

- fails to pay set fees and costs
- refuses to allow performance of random spot checks of work performed
- fails to report all wet room work, or fails on repeated occasions to submit reports in accordance with section 6 above
- otherwise fails in some material respect to comply with these General Terms and Conditions for GVK
- fails to meet the minimum requirements specified in these terms and conditions with regard to the number of supervisors and floor-layers/tilers that must have completed the prescribed training and passed the test

Loss of authorisation may also occur if a GVK-authorized company attempts to transfer the authorisation to another company without providing notification of the transfer and/or obtaining written approval of the transfer from AB Svensk Våtrumskontroll.

Furthermore, the GVK-authorisation may cease to be valid if a GVK-authorized company fails to report 10 instances of performed wet room work to AB Svensk Våtrumskontroll within one year of the date on which the authorisation came into effect. In this particular case, the GVK-authorisation ceases to be valid as of the end of the current calendar year.

The authorisation automatically ceases to be valid if an affiliated company is placed into bankruptcy.

If the GVK-authorisation ceases to be valid, this means that all of the GVK-affiliated company's rights cease to apply immediately. The letter of authorisation must immediately be returned to the GVK Foundation, along with the permits that have been issued for members of the company's staff. The company is not entitled to a refund of any funds paid to AB Svensk Våtrumskontroll regarding GVK. The company is also liable for payment of costs charged by a GVK body.

## **12. PERMITS FOR SUPERVISORS/FLOOR-LAYERS/TILERS**

If a supervisor/floor-layer/tiler ceases or changes his/her employment, this must be reported and the permit issued on behalf of the company in relation to the relevant individual must be immediately returned to AB Svensk Våtrumskontroll.

If a change of employment occurs, the following applies:

1. If the individual changes employment to a GVK-authorized company – a new permit will be issued following receipt of an application from the new employer.
2. If the individual changes employment to a non-GVK-authorized company – a new permit will be issued provided that the new employer obtains GVK-authorization within 2 years.

## **13. TRANSFER OF AUTHORISATION**

Transfer of authorisation to another company may not take place unless written notification of the transfer has been submitted to AB Svensk Våtrumskontroll and AB Svensk Våtrumskontroll has provided written approval of the transfer. If a transfer takes place without AB Svensk Våtrumskontroll's approval, the transfer is deemed to be null and void in relation to both the transferee and GVK.

## **14. AMENDMENTS TO THESE TERMS AND CONDITIONS**

The GVK Foundation, in collaboration with AB Svensk Våtrumskontroll, performs an annual review of these terms and conditions. If any amendments or additions are decided, details of such amendments/additions will immediately be sent to all GVK-authorized companies, who are then obligated to immediately observe the new rules and regulations.

## **15. EXIT FROM GVK**

If an authorised company wishes to exit GVK, written notification to this effect must be sent to the GVK Foundation (Stiftelsen Golvbranschens Våtrumskontroll). Such notification must be submitted prior to the end of a calendar year in order for the company to avoid liability for payment of the fees for the following year. Until such notification has been received, the company is obligated to comply with the final part of section 10 above. If an authorised company exits GVK during the course of a calendar year, the company is liable for payment of the variable fee for the entire year.



**AB SVENSK VÅTRUMSKONTROLL**

**TRAINING ° AUTHORISATION ° INFORMATION ° CONTROL ACTIVITIES**

**Folkungagatan 122 \* 116 30 STOCKHOLM \* Phone 08-702 30 90**

**www.gvk.se \* Email: [info@gvk.se](mailto:info@gvk.se)**

## Appendix A – Privacy Policy

### Your personal data and how we process such data

Version: May, 2018.

AB Svensk Våtrumskontroll has the right to amend this Privacy Policy at any time.

Swedish Flooring Trade Association Wetroom Control, GVK, is a foundation whose activities are administered through a limited company, AB Svensk Våtrumskontroll. The company administers a system for voluntary authorisation for wet room work.

The aim of GVK is to work for the achievement of improvements regarding materials and installations in wet rooms. This aim entails an endeavour to achieve a high level of quality in wet rooms, partly by imposing requirements on materials and work performance, and partly by imposing requirements on the right conditions for achieving water damage-proof wet rooms. AB Svensk Våtrumskontroll arranges random spot checks of work performed to ensure that GVK-authorized companies are in compliance with the requirements set by GVK.

When we refer to your personal data, we mean the data that we collect and save concerning you when, for example, you visit our website or contact us, where such data directly or indirectly identifies you. We use this data to provide you with information, provide our services to you, facilitate your use of our website and improve our services.

The information below provides a summary of how we collect and process your personal data.

### The types of personal data we collect, and how we collect such data

We collect personal data when you:

- visit our website – data is collected via cookies that gather information on and from your browser
- contact our support
- subscribe to our press releases
- order products from our webshop
- hire the services of a GVK-authorized company, and the wet room is registered with AB Svensk Våtrumskontroll
- provide us with information in connection with an application for GVK-authorization and thereafter on an ongoing basis in order to retain authorization
- apply for one of our courses
- visit our office, contact us or come into contact with us in some other way
- when we collect information from other sources – e.g. UC AB for a credit check

The exact information we collect concerning you depends on which of our services you use.

The personal data we collect from you depends on your specific interaction with us and our website and may include, without limitation, your name, phone number, address, email address and other information that you choose to provide to us when you contact customer support or technical support.

### The purposes for which we use personal data

In order for us to process your data, it is necessary for one of the following lawful bases to be met:

- The processing is necessary for AB Svensk Våtrumskontroll's performance of the contract with you.
- The processing is necessary for the fulfilment of AB Svensk Våtrumskontroll's legal obligation.
- The processing is in the interests of both yourself and AB Svensk Våtrumskontroll, or is otherwise necessary for a purpose concerning AB Svensk Våtrumskontroll's legitimate interests, provided that your interests or fundamental rights and freedoms do not outweigh our legitimate interest and require protection of personal data.
- Consent from you regarding the specific processing in question.

We need to process your personal data in order to be able to provide our services to you. The information below describes the purposes for which we use your data, as well as the lawful basis on which the processing is based.

### Visitors to GVK's website

Information regarding the types of personal data collected, and how they are collected, is set out in our Cookie Policy.

### Support cases

We process your personal data so that we can answer your queries and provide you with assistance when you contact us.

*Lawful basis: Legitimate interest*

### Subscription to press releases

When you choose to subscribe to GVK's press releases, we process your email address so that we can provide you with the press releases.

*Lawful basis: Legitimate interest*

### Orders via our webshop

When you order something from our webshop, we process your personal data so that we can process and deliver your order. We also process your personal data in order to comply with accounting and reporting requirements.

*Lawful basis: Legitimate interest, performance of contract, legal obligation*

### Provision and administration of GVK-authorization (contact person, authorised staff and other employees)

We process your personal data in order to:

- identify you as the contact person, and
- enable processing of your application for GVK-authorization, or
- manage your or your employees' GVK permits, or
- manage other employees with access to GVK's services, for example "My Pages"

In connection with courses and meetings, your personal data is processed to enable administration of the relevant course/meeting and to enable us to send information to you, as a participant, via email and text messages.

We also use your personal data in relation to invoices, newsletters, important information concerning your authorisation and/or permit, registration of wet rooms (wet room report), as well as for statistical purposes and to improve your experience of AB Svensk Våtrumskontroll's services. We also process your personal data to enable compliance with accounting and reporting requirements.

*Lawful basis: Legitimate interest, performance of contract, legal obligation*

### Development of our services and products

We may process your personal data to obtain information about how you use our services and contact us, in order to improve your specific user experience or the quality of our services in general.

*Lawful basis: Legitimate interest, consent*

### Security and prevention of abuse

We process your personal data in order to detect and prevent the following in connection with our services and in our network:

- abuse
- attempted infringement
- attacks in the form of e.g. virus or DDOS
- criminal activity
- use of our services in a manner that violates our terms and conditions

*Lawful basis: Performance of contract, legitimate interest, legal obligation*

### Statutory obligations

We process personal data in order to comply with requirements prescribed by law, for example accounting requirements.

*Lawful basis: Legal obligation*

### Processing for which AB Svensk Vårumskontroll is the processor

AB Svensk Vårumskontroll may process your personal data on behalf of another controller i.e. in the role of processor, for example when a GVK-authorized company uses GVK's services. In these cases, it is the responsibility of the controller to ensure that the processor has a lawful basis for the processing and that other requirements are complied with in relation to applicable data protection legislation. AB Svensk Vårumskontroll implements technical and organisational measures to protect your personal data.

### How long do we save your personal data?

Personal data is saved for as long as necessary in order to fulfil the purposes for which the data was collected, and for as long as required by law or pursuant to other regulations, for example in order to comply with statutory accounting and reporting requirements.

### How do we protect your personal data?

AB Svensk Vårumskontroll implements appropriate technical and organisational measures to protect personal data against unauthorised access, modification, dissemination and destruction, for example by using computer systems with built-in security functions.

### Recipients of personal data

Your personal data may be shared with AB Svensk Vårumskontroll's business partners and service providers within the EU/EEA for the purpose of processing the personal data on behalf of AB Svensk Vårumskontroll for the purposes specified above. AB Svensk Vårumskontroll may be forced to disclose your personal data if such disclosure is necessary to fulfil an obligation pursuant to

applicable laws, ordinances or other statutory regulations, or to respond to a request from a competent authority.

As a rule, AB Svensk Vårumskontroll does not transfer personal data to any parties outside the EU/EEA. However, such transfer of data may occur if, for example, we have a subcontractor who provides solutions such as operation and hosting of IT systems in a country located outside the EU/EEA. To ensure a high level of protection of your personal data, AB Svensk Vårumskontroll enters into agreements with such subcontractors that regulate the transfer and processing of the personal data.

### Partners and subcontractors (in connection with use of the quality app "GVK KvalitetsApp")

AB Svensk Vårumskontroll uses subcontractors in the role of sub-processor when GVK-authorized companies use the quality app service "GVK KvalitetsApp". The following are the subcontractors who currently have access to personal data for the purpose of providing and improving this service:

Partner	Type of personal data shared, and why
Google	Analysis data via third-party cookies and web analysis to improve our services.
Hotjar	Analysis data via third-party cookies for marketing and web analysis to improve our services.
Microsoft	Cloud service to create, distribute and enable you, as the user, to use the service.
Programenta	Developer with access to our development environment for troubleshooting and product development.

### Your rights

You have the right, once a year and free-of-charge, to request access to your personal data from AB Svensk Vårumskontroll.

You have the right to rectification or erasure of your personal data, as well as the right to restriction of processing concerning you and the right to object to processing. You also have the right to data portability. The request must be made in writing.

For more information concerning your rights, please contact AB Svensk Vårumskontroll in writing via email to [info@gvk.se](mailto:info@gvk.se).

In situations where AB Svensk Vårumskontroll processes your personal data on behalf of a controller i.e. in the role of processor, for example on behalf of a GVK-authorized company, you must contact the relevant controller in order to exercise your rights.

However, please be aware that we need certain types of personal data, for example the data we require in order to be able to provide GVK-authorization to your company, or to be able to provide you with your GVK permit. Consequently, if you submit a request for us to cease our processing of your personal data, this could mean that we are not able to provide you with all of our services.

### Contact details

Controller:  
AB Svensk Vårumskontroll  
Corp. ID no. 556131-5200  
[info@gvk.se](mailto:info@gvk.se)

## Appendix B – Data Processing Agreement

Between

Controller: "GVK-authorized company"

and

Processor: AB Svensk Våtrumskontroll, GVK  
Corp. ID no: 556131-5200  
info@gvk.se

In the context of this agreement, the term "Processor" refers to AB Svensk Våtrumskontroll when GVK-authorized companies use the service "GVK KvalitetsApp" and register personal data in connection with preparation of the quality documents Pre-Check, Self-Inspection and Wet Room Certificate.

The term "Controller" refers to the GVK-authorized company.

AB Svensk Våtrumskontroll is the Controller in relation to the processing of personal data performed by AB Svensk Våtrumskontroll concerning wet room reports.

Details of AB Svensk Våtrumskontroll's contact person for general questions and issues regarding the agreement and AB Svensk Våtrumskontroll's processing of personal data are provided on [www.gvk.se](http://www.gvk.se).

These terms and conditions do not apply in situations where AB Svensk Våtrumskontroll is the Controller in relation to the processing of personal data.

### 1. Introduction

Both Parties confirm that the undersigned have power of attorney to enter into this Data Processing Agreement (the "Agreement"), which is an integral part of the terms and conditions for authorisation that have been entered into between the Parties (the "Terms of Authorisation"). This Agreement regulates the Processing of Personal Data in connection with applicable agreements at any given time.

### 2. Definitions

2.1 The definitions of Personal Data, Special Categories of Personal Data (Sensitive Personal Data), Processing of Personal Data, Data Subject, Controller and Processor are the same as those used in applicable Data Protection Legislation, including the General Data Protection Regulation (GDPR), applicable in this Agreement and in Europe from 25 May 2018 and on each occasion of the implementation of applicable national supplementary legislation, hereinafter referred to collectively as "Applicable Data Protection Legislation".

2.2 In this Agreement, the Controller is referred to as "GVK-authorized company" or "Party", while the Processor is referred to as "AB Svensk Våtrumskontroll" or "Party", referred to collectively as the "Parties".

2.3 In this Agreement, the term "Service" refers to the service provided by AB Svensk Våtrumskontroll in the quality app "GVK KvalitetsApp" to enable the GVK-authorized company to administer projects and prepare and administer the quality documents Pre-Check, Self-Inspection and Wet Room Certificate.

### 3. Scope

3.1 This Agreement regulates AB Svensk Våtrumskontroll's Processing of Personal Data on behalf of the GVK-authorized company and describes how AB Svensk Våtrumskontroll shall ensure data protection through the implementation of technical and organisational measures in accordance with Applicable Data Protection Legislation.

3.2 The purpose of AB Svensk Våtrumskontroll's Processing of Personal Data on behalf of the GVK-authorized

company is to fulfil the obligations specified under the Terms of Authorisation. The Processing is performed in order to enable provision of the Service to the GVK-authorized company.

3.3 The Processing consists of collection, structuring, storage and reading as well as transfer of Personal Data.

### 4. AB Svensk Våtrumskontroll's obligations

4.1 AB Svensk Våtrumskontroll may only Process Personal Data on behalf of the GVK-authorized company and in accordance with the GVK-authorized company's documented instructions. By entering into this Agreement, the GVK-authorized company instructs AB Svensk Våtrumskontroll to Process Personal Data in the following manner:

- i) only in accordance with applicable law,
- ii) to fulfil all obligations specified under the Terms of Authorisation,
- iii) as further specified through the GVK-authorized company's normal use of AB Svensk Våtrumskontroll's service "GVK KvalitetsApp", and
- iv) in the manner specified in this Agreement

4.2 AB Svensk Våtrumskontroll has no reason to believe that there is legislation in existence that prevents AB Svensk Våtrumskontroll from following the instructions specified above. If AB Svensk Våtrumskontroll becomes aware of circumstances whereby, in the opinion of AB Svensk Våtrumskontroll, the GVK-authorized company's instructions are in violation of Applicable Data Protection Legislation, AB Svensk Våtrumskontroll shall inform the GVK-authorized company to this effect.

4.3 AB Svensk Våtrumskontroll shall ensure the confidentiality, integrity and availability of Personal Data in accordance with Applicable Data Protection Legislation. AB Svensk Våtrumskontroll shall implement systematic, organisational and technical measures to ensure an appropriate level of security, taking into account the state of the art and the costs of implementation in relation to the risk entailed by the Processing, and the type of Personal Data that is to be protected.

4.4 AB Svensk Våtrumskontroll shall ensure that individuals at AB Svensk Våtrumskontroll with permission to process Personal Data have undertaken to observe a duty of confidentiality or are subject to an appropriate statutory duty of confidentiality.

4.5 AB Svensk Våtrumskontroll, through the implementation of appropriate technical and organisational measures, and as far as possible taking into account the type of Processing and the information that is available to AB Svensk Våtrumskontroll, shall assist the GVK-authorized company in the fulfilment of the GVK-authorized company's obligations to ensure that Data Subjects can exercise their rights according to Applicable Data Protection Legislation. AB Svensk Våtrumskontroll shall assist the GVK-authorized company in ensuring fulfilment of the obligations specified under Articles 32–36 of the General Data Protection Regulation, taking into account the type of Processing and the information that is available to AB Svensk Våtrumskontroll.

4.6 If the GVK-authorized company needs information concerning security measures, documentation or other information on how AB Svensk Våtrumskontroll Processes Personal Data, and such requests entail more information than the standard information provided by AB Svensk Våtrumskontroll to ensure compliance with Applicable Data Protection Legislation as a Processor, and this entails more work for AB Svensk Våtrumskontroll, AB Svensk Våtrumskontroll may charge the GVK-authorized company for such additional services.

4.7 AB Svensk Våtrumskontroll, by providing notification to the GVK-authorized company in a timely fashion and without undue delay, shall make it possible for the

GVK-authorized company to fulfil the statutory requirements applicable to the provision of information to relevant data protection authorities and Data Subjects concerning personal data breaches.

4.8 Furthermore, to the extent it is practically possible and lawful, AB Svensk Vårtrumskontroll shall notify the GVK-authorized company about:

- i) requests for disclosure of Personal Data received from a Data Subject
- ii) requests from competent authorities, such as the Swedish Police, for disclosure of Personal Data

4.9 AB Svensk Vårtrumskontroll may not respond directly to requests from Data Subjects without consent from the GVK-authorized company. AB Svensk Vårtrumskontroll may not disclose information concerning the content of this Agreement to authorities such as the Swedish Police, including Personal Data, except in situations where such disclosure is required in accordance with statutory requirements, for example in relation to a ruling by a court of law or some other such ruling or decision.

4.10 At the request of the Swedish Authority for Privacy Protection (IMY), AB Svensk Vårtrumskontroll is obligated to assist IMY in the performance of its tasks.

## 5. The GVK-authorized company's obligations

5.1 By approving this Agreement, the GVK-authorized company confirms that:

- in connection with use of the Service provided by AB Svensk Vårtrumskontroll according to the Terms of Authorisation, the company will Process Personal Data in accordance with the requirements specified in Applicable Data Protection Legislation;
- the company has a lawful basis to Process and disclose the relevant Personal Data to AB Svensk Vårtrumskontroll (including any sub-processors used by AB Svensk Vårtrumskontroll);
- the company is solely responsible and liable for the accuracy, integrity, content, reliability and lawfulness of the Personal Data provided to AB Svensk Vårtrumskontroll;
- the company has fulfilled any and all mandatory requirements and obligations to report to or obtain permits from relevant authorities for the Processing of Personal Data;
- the company has fulfilled its obligations to provide relevant information to Data Subjects concerning Processing of Personal Data according to Applicable Data Protection Legislation;
- in connection with use of the Service provided by AB Svensk Vårtrumskontroll under the Terms of Authorisation, the company does not transfer to AB Svensk Vårtrumskontroll any Sensitive Personal Data, or any data concerning convictions in criminal cases and violations. If such transfer of data takes place, AB Svensk Vårtrumskontroll cannot be held liable for incorrect Processing of such Sensitive Personal Data; and
- the company maintains a register of the Processing performed under its responsibility.

## 6. Use of sub-processors and transfer of data

6.1 As part of the provision of the Service to the GVK-authorized company according to the Terms of Authorisation and this Agreement, AB Svensk Vårtrumskontroll may use subcontractors in the role of sub-processor. Such sub-processors may be external subcontractors (third parties) located within or outside the EU. AB Svensk Vårtrumskontroll shall ensure that subcontractors, by way of agreement, consent to undertake responsibilities equivalent to the obligations specified in this Agreement.

6.2 By approving this Agreement, the GVK-authorized company grants AB Svensk

Vårtrumskontroll the right to engage the services of sub-processors for the performance of AB Svensk Vårtrumskontroll's undertakings according to this Agreement.

6.3 Details of subcontractors that currently have access to Personal Data are published on AB Svensk Vårtrumskontroll's website, [www.gvk.se](http://www.gvk.se). Through this Agreement, these subcontractors have been accepted as sub-processors by the GVK-authorized company.

6.4 The GVK-authorized company may at any time request a complete overview and more detailed information concerning the subcontractors that are involved in the provision of the Service according to the Terms of Authorisation.

6.5 If a subcontractor is located outside the EU, AB Svensk Vårtrumskontroll shall ensure that the transfer of data takes place in accordance with Applicable Data Protection Legislation. The GVK-authorized company hereby grants to AB Svensk Vårtrumskontroll the permission and authority to ensure the existence of appropriate lawful bases for the transfer of Personal Data outside the EU on behalf of the GVK-authorized company, e.g. by entering into agreements containing EU standard data protection clauses on behalf of the GVK-authorized company, or by performing the transfer of Personal Data in accordance with EU/US Privacy Shield.

6.6 The GVK-authorized shall be notified prior to any changes concerning subcontractors that Process Personal Data. Such notification will be provided via [www.gvk.se](http://www.gvk.se).

6.7 By signing and accepting this Agreement, the GVK-authorized company accepts AB Svensk Vårtrumskontroll's use of subcontractors in the manner described above.

## 7. Security

7.1 AB Svensk Vårtrumskontroll has undertaken to provide a high level of security in its products and services. AB Svensk Vårtrumskontroll provides this level of security through the implementation of organisational, technical and physical security measures, in accordance with the information security requirements described in Article 32 of the General Data Protection Regulation. Furthermore, AB Svensk Vårtrumskontroll's internal guidelines for data protection aim to protect the confidentiality, integrity and accuracy of Personal Data, as well as access to such data.

## 8. Audits

8.1 AB Svensk Vårtrumskontroll shall provide the GVK-authorized company with access to all information required to demonstrate fulfilment of the obligations to which AB Svensk Vårtrumskontroll is subject according to this Agreement and Applicable Data Protection Legislation.

8.2 AB Svensk Vårtrumskontroll shall facilitate and assist with audits and reviews performed by the GVK-authorized company, or by another auditor designated by the Controller, for the purpose of reviewing compliance with this Agreement and Applicable Data Protection Legislation.

## 9. Agreement period and termination

9.1 This Agreement is valid as long as AB Svensk Vårtrumskontroll Processes Personal Data on behalf of the GVK-authorized company in accordance with applicable Terms of Authorisation.

9.2 This Agreement automatically ceases to be valid when the Authorisation Agreement/Terms of Authorisation cease to apply. Upon cessation of this Agreement, AB Svensk Vårtrumskontroll will erase or return the Personal Data Processed on behalf of the GVK-authorized company in accordance with the instructions provided by the GVK-authorized company.



9.3 AB Svensk Våtrumskontroll may process Personal Data after the cessation of this Agreement, to the extent that such Processing is required by law, with implementation of the same type of technical and organisational security measures as described in this Agreement.

#### **10. Liability for damages**

10.1 A Party's liability and right to compensation in relation to claims for damages from Data Subjects is regulated in Article 82 of the General Data Protection Regulation. AB Svensk Våtrumskontroll's total liability under this clause is limited to an amount equivalent to the annual fee that the GVK-authorized company has paid or shall pay under the Terms of Authorisation.

10.2 With regard to claims for damages under this clause 10, a Party must submit a claim for damages to the counterparty no later than within six (6) months of the date on which the Party has become liable for damages to Data Subjects.

#### **11. Applicable law and jurisdiction**

11.1 The interpretation and application of this Agreement shall be governed by Swedish law. Any disputes arising in connection with this Agreement shall be settled by a Swedish court of law.

#### **12. Categories of Personal Data and Data Subjects**

12.1 The Processing covers different types of Personal Data for the Service provided according to the Terms of Authorisation. The GVK-authorized company determines the types of Personal Data that are to be uploaded or otherwise processed in the Service. The following is a typical, but non-exhaustive, list of the categories of Personal Data commonly processed: name, email address, address and phone number. The categories of Data Subjects are primarily users of the Service, in other words, the GVK-authorized company's contact person or other employees of the GVK-authorized company, as well as contact persons for the GVK-authorized company's customers.

12.2 The GVK-authorized company may not transfer any Sensitive Personal Data to AB Svensk Våtrumskontroll. If such transfer of data takes place, AB Svensk Våtrumskontroll cannot be held liable for incorrect Processing of such Sensitive Personal Data. Sensitive Personal Data is defined in Applicable Data Protection Legislation and includes, for example, data concerning:

- a person's racial or ethnic origin, political opinions or religious or philosophical beliefs,
- a person's health,
- a person's sex life or sexual orientation,
- trade union membership,
- genetic data or biometric data for the purpose of uniquely identifying a natural person

12.3 Furthermore, the GVK-authorized company may not transfer Personal Data concerning convictions in criminal cases and violations.

#### **13. Overview of current subcontractors**

13.1 Details of subcontractors to AB Svensk Våtrumskontroll that currently have access to the GVK-authorized company's Personal Data are provided on [www.gvk.se](http://www.gvk.se).