



Affiliate Marketing Advertisers

Version 1.3 of 06-11-2023

This is an additional agreement between Daisycon B.V. (CoC number 39073684, registered P.J. Oudweg 5, 1314 CH, Almere, The Netherlands) and their Advertisers and between Advertisers and the Publishers promoting Advertisers through Daisycon (version 1.3 as of 06-11-2023). For our Lead Generation services we have a [separate processor agreement](#).

Taking into account that:

- The advertiser has entered into an agreement with Daisycon by signing a contract (Network Agreement).
- The Advertiser enters into an agreement with the Publisher at the moment that the publisher is accepted into the advertiser campaign (Affiliate Agreement).

This agreement contains provisions regarding the processing of data, to be qualified as a **Processor Agreement** as referred to in the **General Data Protection Regulation (hereinafter: GDPR)**. This page can be consulted at any time.

1. In the context of the execution of the Agreement between the Advertiser and Daisycon, Daisycon may store and process data of transactions with the Advertiser (hereinafter: Transaction Data) of the Advertiser. The Parties agree that, in so far as Daisycon processes Transaction Data for the Advertiser, Daisycon can be regarded as the **Data Processor** within the meaning of the GDPR and the Advertiser as the **Data Controller**. The Publisher (s) who generated the Transaction for the Advertiser or contributed to it (if set up) will receive standard insight into basic, anonymous, information about the transaction, such as the Compensation paid for this. If the Publisher stores Transaction data, the Publisher can also be designated as a **Data Processor**. Daisycon and the Publisher will therefore only process Transaction data in the context of executing the Agreement with the Advertiser and on behalf of the Advertiser. The advertiser makes an effort to communicate/save as little as possible personal data on Daisycon but shares at least pseudonised Transaction ID's. These Transaction ID's are not shared with third parties. The purpose of the processing of Transaction ID's is to identify and therefore enable validation of Transactions. If the Advertiser passes on personal data to Daisycon, the Advertiser must anonymize or pseudonymize the data as much as possible.
2. In the context of the execution of the Agreement between the Advertiser and Daisycon, Daisycon can store and process data to match a click from the publisher to the Transaction of the Advertiser (hereinafter: Matching-data). The parties agree that, in so far as Daisycon processes matching data on behalf of the Advertiser, both



Daisycon and the Advertiser can be regarded as the **Data Controller** in the sense of the GDPR. The advertiser determines the purpose of the data processing (to do performance based online marketing) It is also in control of whether or not to pass on the data (by calling the Conversion Pixel on its website). How the data processing is done and which resources are used are determined by Daisycon. Daisycon will therefore only process Matching data in the context of executing the Agreement with the Advertiser and on behalf of the Advertiser. The data is not used to create or use 'behavioral' customer profiles. Due to the limited privacy aspect and the fact that Daisycon needs this data for its services, Daisycon invokes Legitimate Interest within the GDPR on the basis of permission. As a result, Daisycon does not require explicit permission from the Consumer to perform the matching.

- 3.** In the context of the execution of the Agreement between Publisher and Advertiser, Advertiser can store and process data (in particular so-called 'Prefilling' data on the Advertiser's website). The parties agree that insofar as the Advertiser and / or Daisycon processes data on behalf of Publisher, Advertiser and / or Daisycon can be regarded as the **Data Processor** in the sense of the GDPR and Publisher as the **Data Controller**. Advertiser and Daisycon will therefore only process data within the framework of the execution of the Agreement with Publisher and only if prior consent has been made regarding the data and how the permission for obtaining and sharing the data is guaranteed by Publisher.
- 4.** Depending on the settings that Advertiser establishes in his account and the information that the advertiser provides, the publisher (s) who have generated the transaction (s) will receive insight into more – not to be traced back to individuals – Transaction data. Advertiser is responsible for the data that is sent and the settings in his account with which data is shared with the Publisher (s).
- 5.** Publisher who are affiliated with the Campaign of the Advertiser at Daisycon must adhere to the agreements as laid down in the *Standard Processor Agreement* for Publishers as included in the [General Publisher Terms and Conditions](#) of Daisycon.
- 6.** Advertiser protects his passwords and takes full responsibility for his own account as well as the use by third parties of his accounts. Advertiser is responsible for all activities that take place under his Account, with the exception of the activities of Daisycon support staff as mentioned in this article. The Advertiser will inform Daisycon immediately after it has become known to the Advertiser of unauthorized use of the Advertiser's account or any other breach of the security of which the Advertiser is aware. The support staff of Daisycon (or its 100% subsidiaries) may from time to time log in to the Service using the password of Advertiser (password is always hidden) to maintain or improve the Service, including to help Advertiser in case of problems or support.



- 7.** Daisycon is the **Data Controller** for the processing of personal data of the representatives and personnel of Advertiser. Daisycon shall process and share this personal data within the group company structure with other affiliated companies for the performance of the agreements with Advertiser and for administrative, financial and marketing purposes. Insofar as the affiliated company processes the personal data of the Advertiser for marketing of their own services, the affiliated company shall be a **Data Controller**. For every other data processing action, the affiliated company shall be the **Data Processor** on behalf of Daisycon. The legitimate interest of Daisycon and its affiliated companies serves as lawful basis for the transfer and processing of this personal data.
- 8.** Advertiser and Daisycon guarantee that they fully comply with all applicable legal obligations, including but not limited to the obligations arising from the GDPR, with respect to the data and in particular personal data.
- 9.** Advertiser must publish and share the use of Daisycon's services and the way in which it collects data to the Subject. This can be done by displaying a prominent link to the privacy policy page from Daisycon services (available at <https://www.daisycon.com/en/privacy>).
- 10.** The Advertiser will make all reasonable efforts to ensure that a Visitor receives clear and comprehensive information about the storage and processing of data and the matching process in connection with the services provided by Daisycon, when such activity takes place in connection with the Service and when the giving such information and obtaining such consent is required by law. A standard text in its privacy statement is available via <https://www.daisycon.com/en/standard-text-privacy-statement-advertisers/>
- 11.** The advertiser warrants to Daisycon that these data are not unlawful and do not infringe the rights of third parties, (ii) that they are entitled to provide the data to Daisycon, and (iii) that they are entitled to appoint Daisycon as **Data Processor** of the concerning data. Advertiser grants Daisycon the right to use subprocessors themselves, provided subprocessors meet the agreements as laid down in this Processor Agreement.
- 12.** Advertiser exempts Daisycon from all liabilities of third parties, including subprocessors, that of any kind result from the processing of data by Daisycon and / or that are the result of violations of warranties as stated above by the Advertiser.
- 13.** In the case of a data breach involving data from the Advertiser, Daisycon undertakes to report this to the Advertiser within 24 hours.



- 14.** In the case of a data breach involving data from the Publisher, Advertiser undertakes to report this to Daisycon within 24 hours.
- 15.** Daisycon states that data from Advertiser is only stored on servers within the EU or otherwise only in countries that guarantee an adequate level of protection.
- 16.** Both Daisycon and Advertiser make all reasonable efforts in its systems and the data transfer between Advertiser and Daisycon and / or Publisher and Advertiser to protect against loss and / or against any form of unlawful use. All parties involved will implement appropriate technical and organizational measures, taking into account, among other things, the state of the art. Advertiser declares to have taken note of the measures taken by Daisycon and to have established that these measures guarantee an adequate level of security with regard to the data being processed.
- 17.** Advertiser and Daisycon declare they won't store more –personal– data then necessary for the service and for no longer than is strictly necessary for the performance of its service or after termination of the Agreement, unless this is based on a legal obligation.
- 18.** Both Daisycon and Advertiser are bound to secrecy of all data and information that it processes as a result of this Processing Agreement, except to the extent that such data or information is apparently not secret or confidential, or are already generally known.
- 19.** Daisycon is at all times entitled to adjust this Processor Agreement. The Advertiser will receive a digital notice. If Advertiser does not object within 14 days after the notice, the Advertiser is considered to accepted the adjusted Processor Agreement.
- 20.** This Processor Agreement will be in force during the term of the Agreement between the Advertiser and Daisycon and the Advertiser and Publisher. If the Agreement ends, this Processor Agreement shall end by operation of law, except when the nature of the processing and / or the nature of the provision require the continuation of the specific provisions of this Processor Agreement.
- 21.** The leading supervisor is the Dutch Data Protection Authority (DPA).