POLYAS

TERMS AND CONDITIONS AND DATA PROCESSING AGREEMENT IN ACCORDANCE WITH ART. 28 GDPR

Date: 30 January 2019, Version 2.4

General terms and conditions of POLYAS International GmbH for the use of the voting software "POLYAS"

1. Contract parties, area of application

1.1. POLYAS International GmbH, Alte Jakobstraße 88, 10179 Berlin ("POLYAS") provides the voting software "POLYAS", a software for conducting online voting and ballots ("voting software").
1.2. These general terms and conditions ("GTCs") apply to the provision of the FREE and PREMIUM versions of the voting software.
1.3. These GTCs solely apply to the use of the voting software by users who are entrepreneurs in terms of § 14 BGB or associations ("election organizers"), but not by consumers. The consumer as defined by § 13 BGB is any natural person who conducts a legal transaction for purposes that can neither be primarily attributed to their commercial nor their independent professional employment.
1.4. To this contract apply solely the GTCs of POLYAS. Contradictory conditions, or conditions of the election organizer deviating from these GTCs, will not be incorporated into this agreement unless their validity is explicitly agreed upon in writing by POLYAS.
1.5. The contract language is German.

2. Subject matter

The item of this contract is the provision of the voting software "POLYAS" (hereafter "voting software"), as well as the storage space for storing the data required for holding the election and the data created by the voting software regarding the use of the voting software by the election organizer. Moreover, the provision / conveyance of rights of use of the voting software to the election organizer.

3. Conclusion of the contract

3.1. Creating a user account is required to use the voting software. After successful registration, the customer receives the access data, consisting of a user name and password.
3.2. Election organizers, who are signed in with their user account, make a binding offer by clicking the button "start election".
3.3. The product presentation on the POLYAS website does not constitute any binding proposal to conclude a contract on the use of the voting software. Rather it concerns an non-binding invitation for the election organizer to utilize POLYAS to hold an online vote.
3.4. A contract on the use of the voting software is only concluded when POLYAS explicitly declares acceptance of the offer as per item 3.3, or when POLYAS activates the election in the customer account of the election organizer.

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4. Services of POLYAS

4.1. The extent of the individual services as well as any fees stem from the service descriptions from the time of assignment. If the customer receives an individual quote and/or a service description from POLYAS, this becomes part of the contract.

5. Provision of the voting software

5.1. As of the period agreed upon in the assignment, POLYAS retains the voting software for use by the election organizer on a server in accordance with the following regulations.
5.2. POLYAS ensures that the voting software

- ✓ is suitable for the purposes intended by the election organizer and
- ✓ is free of defects during the contract period, especially viruses and other corrupt software that impede the efficiency of the voting software for contractually agreed use.

5.3. POLYAS establishes a user account for the election organizer through which the election organizer can configure the voting software in accordance with the extent owed under item 4. The user account is accessed by entering the user name and password that the election organizer received from POLYAS via email or another agreed medium upon conclusion of the contract. The election organizer must immediately change all user names and passwords into names and passwords only known to them. Additional security measures are defined in item 9.3.
5.4. POLYAS is authorized to modify the voting software, especially with regard to making technical developments, to improve the security or stability of the voting software. Should major alterations occur in the functionality of the software, POLYAS will inform the election organizer of this at least two weeks beforehand.

6. Rights of use of the voting software

6.1. The election organizer receives simple, non-transferable rights of use to the voting software - limited to the duration of the election – to the extent necessary for the contractual use of the voting software. Should new versions or updates of the voting software be released during the election period, the right of use extends to these as well.
6.2. The election organizer is authorised during the election period to grant the voters rights of use as per item 6.1, to the extent necessary for voter participation.
6.3. Any additional rights of use are not provided.

7. Provision of the necessary server environment

7.1. The voting software is completely installed and operated on POLYAS' own hardware, or on hardware rented by POLYAS. The electoral roll, ballot box, validator and election committee client are installed on different servers in accordance with the separation of powers. Access to the voting system for the voters is granted through the voting portal of the election organizer via a link.
7.2. The server environment employed for provision is located in various data centers in Germany.

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8. Technical requirements, handover point, availability

8.1. A common and updated internet browser is a technical requirement. For a comfortable user experience, Java Script and Cookies should be activated.
8.2. The handover point for the voting software is the respective uplink by the data centers used by POLYAS.
8.3. Definite availability of the voting software and server environment is only ensured if such has been agreed upon in the extent of services defined in item 4 and/or the separately agreed Service Level Agreement. The parties understand "availability" to mean the technical usability of the voting software at the handover point.
8.4. Hours of availability: Our office can be reached Monday to Friday from 9:00 am to 5:00 pm (CET) by e-mail or telephone.

9. Obligations and responsibilities of the election organizer

9.1. The election organizer provides POLYAS with all information required to render the services to the extent stated in item 4.
9.2. The election organizer is responsible for the fulfilment of the technical, legal and organizational conditions so that the voters can use the online voting platform.
The election organizer is especially responsible for:

- ✓ ensuring that the voters have access to a computer with internet access and are able to retrieve an "https protocol",
- ✓ ensuring that the legal requirements for the use of the voting software are fulfilled and adhered to, and
- ✓ ensuring that the voters can clearly identify themselves for partaking in the vote via the voting software

9.3. The election organizer will fulfil all duties and obligations required to execute this contract.
In particular, they will:

- ✓ maintain confidentiality of their assigned use and access permission as well as their access data, protect such data from third-party access and not forward such data to unauthorized users. These data must be protected via suitable and traditional measures. The election organizer will immediately inform the provider if there is suspicion that unauthorized persons could know the access data and/or passwords.
- ✓ adhere to the limitations/obligations with regard to the rights of use as per item 6, especially:
  - not accessing or allowing the access of any information or data without authorisation, or intervening or allowing the intervention in programs operated by POLYAS, or accessing POLYAS data networks without authorization, or requesting such access;
  - not misusing the exchange of electronic messages agreed upon by contract and/or possible through the voting software for unsolicited transmission of messages and information to third parties for advertising purposes;
  - releasing POLYAS from third-party claims based on illegal use of the voting software or resulting from disputes pertaining to data protection, copyright or other legal disputes relating to the use of the voting software caused by the election organiser;
  - obligating the authorised users (voters) to adhere to the applicable conditions of this contract;

- ✓ ensure that they (e.g. while sending third-party texts/data to the voting software or to employees of POLYAS) adhere to all third-party rights of the material used by them;
- ✓ acquire any necessary consent from the party concerned provided the election organizer collects, processes or utilizes personal information while using the voting software without special legal permission;
- ✓ test any data and information for viruses before sending them to POLYAS, and utilizing state-of-the-art anti-virus programs;
- ✓ immediately report flaws in contract services to POLYAS. Should the election organizer neglect to make a prompt report for reasons caused by them, this constitutes contributory causation / contributory negligence. Should POLYAS not be able to remedy this neglect or delay in reporting, the election organizer is not permitted to completely or partially reduce the agreed compensation, to request compensation for the damage caused by the flaw(s) or to cancel the contract due to the flaw without adherence to a term. The election organiser must verify that they are not responsible for the lack of report;
- ✓ pay the compensation as per item 10 as it is due;
- ✓ if they submit voting data (including electoral registers) to POLYAS for purposes of establishing and conducting an election, especially for generating electoral registers, they will regularly save the electoral data in accordance with their importance and make their own copies to facilitate the reconstruction of electoral data and information in the event of any loss.

10. Compensation

10.1. POLYAS offers the payment methods invoice, debit, credit card, PayPal and immediate transfer. POLYAS reserves the right not to offer certain payment methods and to refer to other payment methods. Please also see our privacy policy.
10.2. Any fees accrued while conducting an election, including those for additional services (e.g. additional development of product features or services) must be paid in advance if both parties agree.
10.3. In the event that direct debit authorization is granted, this applies to future elections until revocation. The election organiser bears all costs stemming from negative booking of a payment transaction for a lack of account coverage, or due to falsely entered bank connection data.
10.4. All invoices from POLYAS must be paid in full within 14 days after receipt of the invoice, unless agreed otherwise.
10.5. All prices are net prices and are exclusive of applicable value added tax.
10.6. The election organizer may only offset claims by POLYAS with uncontested or legally determined counter-claims. The election organizer may only exercise a right to retention if there are no counter-claims for the same contractual relationship.
10.7. Should the election organizer default on their payment, POLYAS may suspend the election.

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11. Liability

11.1. The parties bear unlimited liability toward one another for malice or gross negligence for all damages caused by them as well as their legal representatives or agents.
11.2. The parties bear unlimited liability for slight negligence in the event of injury to life, body or health.
11.3. Otherwise a contracting party is only liable should they have violated a crucial contract obligation (cardinal duty). In these cases, the liability is limited to compensation of the foreseeable, typically occurring damages. The no-fault liability of the provider for compensation (§ 536 a BGB) for defects present upon finalization of the contract is excluded. Items 11.1 and 11.2 remain hereby unaffected.
11.4. A contracting party is only obligated to pay a contractual penalty if this contract explicitly mandates it. A contractual penalty need not be reserved. Offsetting both with and against it is permitted.
11.5. Liability in accordance with product liability law is unaffected.

12. Contract duration and cancellation

12.1. The task of holding an election ends with the submission of the result report or the voting documentation to the election organizer.
12.2. Both parties reserve the right to cancellation under extraordinary circumstances. Extraordinary circumstances for POLYAS include:

- ✓ non-adherence to legal stipulations by the election organizer,
- ✓ violation of contractual obligations by the election organizer, especially from item 9 of these General Terms and Conditions,
- ✓ POLYAS' reputation is significantly damaged by the presence of the election organizer (e.g. if it is discovered after registration of the election organizer that they are legally convicted for a malicious crime and this sentence is known to other election organizers),
- ✓ the election organizer advertises for associations or communities - or their methods or activities - monitored by security or youth protection authorities,
- ✓ the election organizer is a member of a cult or a religious community considered contentious.

12.3. Upon cancellation the election organizer must pay compensation for all services rendered by POLYAS until said cancellation.

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13. Data security and data protection

13.1. The parties adhere to the respectively applicable data protection regulations, especially those valid in Germany, and shall oblige their employees employed in connection with the contract and its implementation to maintain confidentiality and data protection, insofar as these are not already generally compliant are committed.
13.2. If the election organizer collects, processes or uses personal data, it shall ensure that it is entitled to do so in accordance with the applicable provisions, in particular data protection provisions, and releases POLYAS from claims of third parties in the event of a breach. Insofar as the data to be processed are personal data and the order has been processed, the provider will comply with the legal requirements of order processing and instructions of the election organizer (e.g. to comply with deletion and blocking obligations). These instructions must promptly be submitted in writing.
13.3. In the event that personal data is processed by POLYAS on behalf of the contract, the parties shall regulate the order processing in a separate order processing agreement pursuant to Art. 28 GDPR.
13.4. POLYAS will process election data only to the extent required by the performance of the contract. The election organizer agrees to the collection and use of such data to this extent.
13.5. The obligations under paragraphs 13.1. and 13.2 exist as long as election data are within the sphere of influence of the provider, even beyond the end of the contract. The obligation under section 13.4. exists beyond the end of the contract for an indefinite period.

14. Confidentiality

14.1. The contract partners will maintain confidentiality of all classified information acquired throughout the contract relationship, and only use said third-party information as agreed with the respective other party, regardless of to which ends. Information explicitly declared to be confidential by the party providing the information, as well as information clearly classified as per the circumstances of its provision, are considered classified information. POLYAS must especially treat data regarding the circumstances of an election or ballot with confidentiality, should they receive such information.
14.2. Obligations as per item 14.1 do not apply to such information or portions thereof for which the receiving party verifies that it

- ✓ was known or generally accessible before the date of receipt;
- ✓ was known or generally accessible by the public before the date of receipt;
- ✓ was generally known or accessible by the public after the date of receipt in no part due to the receiving party.

14.3. Public declarations by the parties regarding cooperation are only made as previously agreed.
14.4. Obligations as per item 14.1 extend indefinitely beyond the end of the contract until exceptions in accordance with item 14.2 are applicable.

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15. Closing terms

15.1. The sole site of jurisdiction for all disputes from and due to this terms and conditions is the court responsible for Berlin.
15.2. The laws of the Federal Republic of Germany apply to this contract, to the exclusion of the CISG.
15.3. Alterations and amendments to this contract must be submitted in writing. This also applies for an alteration to this written form requirement.
15.4. Should a term of this contract become partially or completely invalid, the validity of the remaining terms is hereby unaffected. The invalid term is replaced by a valid condition that most corresponds to the original purpose as closely as possible. This also applies in the event that a term becomes unfeasible or unclear. In such an event, a condition that is feasible, clear and most closely corresponds to the originally intended purpose is considered agreed upon in place of the unfeasible or unclear term.

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Appendices: Data Processing Agreement in accordance with Art. 28 GDPR

Insofar as POLYAS acts as a processor under Art. 28 GDPR, the provisions listed in this appendix also apply to the user as controller and POLYAS as processor, in addition to the provisions under clause 13 of the terms and conditions. This agreement details the legal obligations of the parties to the underlying main contract regarding data protection. The duration of this agreement corresponds to the duration of the main contract.

Preamble

The Controller has selected POLYAS to act as a service provider in accordance with Art. 28 of Regula-tion (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Pro-tection Regulation, "**GDPR**").

This Data Processing Agreement, including all Annexes (hereinafter referred to collectively as the **"Agreement"**), specifies the data protection obligations of the parties from the underlying Principal Agreement, the optional Service Level Agreement and/or the order descriptions (hereinafter referred to collectively as the **"Principal Agreement"**). If reference is made to the regulations of the Federal Data Protection Act (hereinafter referred to as **"FDPA"**), this refers to the German Act to Adapt Data Protection Law to Regulation (EU) 2016/679 and to Implement Directive (EU) 2016/680, as amended on 25 May 2018. If reference is made to the regulations of the German Federal Data Protection Act-old (**"FDPA-old"**), this refers to the German Federal Data Protection Act as amended in the announcement dated 14 January 2003 (BGBl. I p. 66).

POLYAS guarantees the Controller that it will fulfil the Principal Agreement and this Agreement in accordance with the following terms:

Sect. 1 Scope and definitions

(1) The following provisions shall apply to all services of data processing provided by POLYAS on behalf of the Controller under Art. 28 GDPR, which POLYAS performs on the basis of the Principal Agreement, including all activities which may involve the processing of personal data by POLYAS on behalf of the Controller.

(2) If this Agreement uses the term "data processing" or "processing" of data, this shall be generally understood to mean the use of personal data. Data processing or the processing of data shall mean any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(3) Reference is made to further definitions set forth in Art. 4 GDPR.

Sect. 2 Subject matter and duration of the data processing

(1) POLYAS shall process personal data on behalf and in accordance with the instructions of the Controller.

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(2) The subject-matter of the order is the provision of the POLYAS online election software within the scope agreed with POLYAS, as agreed upon in the Principal Agreement.

(3) The duration of this Agreement corresponds to the duration of the Principal Agreement.

Sect. 3 Nature and purpose of the data processing

The nature and purpose of the processing of personal data by POLYAS is specified in the Principal Agreement. The Principal Agreement includes the following activities and purposes:

- ✓ Provision of the POLYAS online election software for usage
- ✓ Provision of storage space for storing the data required to carry out the election and the data generated by the POLYAS online election software
- ✓ Hosting of the electoral register, ballot papers and the electronic ballot box
- ✓ Provision of the election results and comprehensive election documentation

Sect. 4 Categories of data subjects

The categories of individuals affected by the processing of personal data under this Agreement ("data subjects") include:

- ✓ voters or groups of voters
- ✓ candidates

Sect. 5 Types of personal data

The following types of personal data shall be processed under this Agreement:

- ✓ User ID of the eligible voters
- ✓ Generation of one-time passwords for access to the voting system (TAN)
- ✓ Anonymous vote
- ✓ Ballot paper for the election incl. candidates / voting content

§ 6 Rights and duties of the Controller

(1) The Controller is solely responsible for assessing the lawfulness of the data processing and for safeguarding the rights of data subjects, and is hence a controller within the meaning of Art. 4 (7) GDPR.

(2) The Controller is entitled to issue instructions concerning the nature, scale and method of data processing. Upon request by the Controller, POLYAS shall confirm verbal instructions immediately in writing or in text form (e.g. by email).

(3) Insofar as the Controller deems it necessary, persons authorized to issue instructions may be appointed. POLYAS shall be notified of such in writing or in text form. In the event that the persons authorized to issue instructions change, the Controller shall notify POLYAS of this change in writing or in text form, naming the

new person in each case.

(4) The Controller shall notify POLYAS of any errors or irregularities detected in relation to the processing of personal data by POLYAS.

§ 7 Duties of POLYAS

(1) Data processing

POLYAS shall process personal data exclusively in accordance with this Agreement and/or the underlying Principal Agreement and in accordance with the Controller's instructions.

(2) Data subjects' rights

a. POLYAS shall, within its capabilities, assist the Controller in complying with the rights of data subjects, particularly with respect to rectification, restriction of processing, deletion of data, notification and information. POLYAS shall take appropriate technical and organizational measures for this purpose. If POLYAS collects personal data on behalf of the Controller and these data are the subject of a data portability request under Art. 20 GDPR, POLYAS shall, upon request, make the dataset in question available to the Controller without delay and within the set time frame, otherwise within five business days, in a structured, commonly used and machine-readable format.

b. If so instructed by the Controller, POLYAS shall rectify, delete or restrict the processing of personal data processed on behalf of the Controller. The same applies if this Agreement stipulates the rectification, deletion or restriction of the processing of data.

c. If a data subject contacts POLYAS directly to have his or her data rectified, deleted or the processing restricted, POLYAS shall forward this request to the Controller immediately upon receipt.

(3) Monitoring duties

a. POLYAS undertakes to ensure, by means of appropriate controls, that the personal data processed on behalf of the Controller are processed solely in accordance with this Agreement and/or the Principal Agreement and/or the relevant instructions.

b. POLYAS shall organize its business and operations in such way that the data processed on behalf of the Controller are secured to the extent necessary in each case and protected from unauthorized access by third parties.

c. POLYAS confirms that it has appointed a Data Protection Officer in accordance with Art. 37 GDPR and, if applicable, in accordance with Sect. 38 FDPA, and that POLYAS shall monitor compliance with data protection and security laws. The appointed Data Protection Officer is:

Simone Rosenthal
ISiCO Datenschutz GmbH
Am Hamburger Bahnhof 4
10557 Berlin - Germany

(4) Information duties

a. POLYAS shall inform the Controller immediately if, in its opinion, an instruction issued by the Controller violates legal regulations. In such cases, POLYAS shall be entitled to suspend execution of the relevant instruction until it is confirmed or changed by the Controller.

b. POLYAS will support the Controller in complying with the obligations set out in Art. 32 to 36 GDPR, taking into account the kind of processing and the information available to him.

(5) Location of processing

The processing of the data shall take place exclusively in the territory of the Federal Republic of Germany, in a member state of the European Union or in another contracting state of the Agreement on the European Economic Area. Any transfer to a third country requires the prior consent of the Controller and may only take place if the special requirements of Art. 44 et seqq. GDPR are fulfilled.

(6) Deletion of personal data after order completion

After termination of the Principal Agreement, POLYAS shall be obliged to either delete or hand over all personal data processed on behalf of the Controller at his discretion, provided that the deletion of this data does not conflict with any legal storage obligations of POLYAS. The deletion in accordance with data security regulations must be documented and confirmed upon request to the Controller.

Sect. 8 Monitoring rights of the Controller

(1) The Controller shall be entitled, after prior notification in good time and during normal business hours, to carry out an inspection of compliance with the provisions on data protection and the contractual agreements to the extent required, either himself or through third parties, without disrupting POLYAS's business operations or endangering the security measures for other Controller and at his own expense. Controls can also be carried out by accessing existing industry-standard certifications of POLYAS, current attestations or reports from an independent body (such as auditors, external data protection officers or external data protection auditors) or self-assessments. POLYAS shall offer the necessary support to carry out the checks.

(2) POLYAS shall inform the Controller of the execution of inspection measures by the supervisory authority to the extent that such measures or requests may concern data processing operations carried out by POLYAS on behalf of the Controller.

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Sect. 9 Subprocessing

(1) The Controller authorizes POLYAS to make use of other processors in accordance with the following subsections in Sect. 9 of this Agreement. This authorization shall constitute a general written authorization within the meaning of Art. 28 (2) GDPR.

(2) POLYAS currently works with the subcontractors specified in **Annex 2** and the Controller hereby agrees to their appointment.

(3) POLYAS shall be entitled to appoint or replace other processors. POLYAS shall inform the Controller in advance of any intended change regarding the appointment or replacement of another processor. The Controller may object to an intended change.

(4) The objection to the intended change must be lodged with POLYAS within 2 weeks after receipt of the information on the change. In the event of an objection, POLYAS may, at his own discretion, either provide the service without the intended change or - insofar as the provision of the service is unreasonable for POLYAS without the intended modification - for example, due to the associated disproportionate costs for POLYAS - or the agreement on an alternative subcontractor fails, the Controller and POLYAS may terminate this Agreement as well as the Principal Agreement without a notice period.

(5) A level of protection comparable to that of this Agreement must always be guaranteed when another processor is involved. POLYAS is liable to the Controller for all acts and omissions of other processors it appoints.

Sect. 10 Confidentiality

(1) POLYAS is obliged to maintain confidentiality when processing data for the Controller.

(2) In fulfilling its obligations under this Agreement, POLYAS undertakes to employ only employees or other agents who are committed to confidentiality in the handling of personal data provided and who have been appropriately familiarized with the requirements of data protection. Upon request, POLYAS shall provide the Controller with evidence of the confidentiality commitments.

(3) Insofar as the Controller is subject to other confidentiality provisions, it shall inform POLYAS accordingly. POLYAS shall oblige its employees to observe these confidentiality rules in accordance with the requirements of the Controller.

Sect. 11 Technical and organizational measures

(1) The technical and organisational measures described in **Annex 1** are agreed upon as appropriate. POLYAS may update and amend these measures provided that the level of protection is not significantly reduced by such updates and/or changes.

(2) POLYAS shall observe the principles of due and proper data processing in accordance with Art. 32 in conjunction with Art. 5 (1) GDPR. It guarantees the contractually agreed and legally prescribed data security measures. It will take all necessary measures to safeguard the data and the security of the processing, in particular taking into account the state of the art, as well as to reduce possible adverse consequences for the affected parties. Measures to be taken include, in particular, measures to protect the confidentiality, integrity, availability and resilience of systems and measures to ensure continuity of processing after incidents. In order to ensure an appropriate level of processing security at all times, POLYAS will regularly evaluate the measures implemented and make any necessary adjustments.

Sect. 12 Liability/Indemnification

(1) POLYAS shall be liable to the Controller for any and all loss or damage culpably caused in the performance of the services under the Principal Agreement or by a breach of applicable statutory data protection obligations on the part of POLYAS, its employees or parties commissioned by it to implement the Principal Agreement. POLYAS shall not be obliged to pay compensation if POLYAS proves that it has processed the data provided by the Controller solely in accordance with the instructions of the Controller and that it has complied with its obligations arising from the GDPR specifically directed to processors.

(2) The Controller shall indemnify POLYAS against any and all claims for damages asserted against POLYAS based on the Controller's culpable breach of its own obligations under this Agreement or under applicable data protection and security regulations.

Sect. 13 Miscellaneous

(1) In case of contradictions between the provisions contained in this Agreement and provisions contained in the Principal Agreement, the provisions of this Agreement shall prevail.

(2) Amendments and supplements to to this Agreement shall be subject to the mutual consent of the contracting parties, with specific reference to the provisions of this Agreement to be amended. Verbal side agreements do not exist and shall also be excluded for any subsequent changes to this Agreement.

(3) This Agreement is exclusively subject to the laws of the Federal Republic of Germany.

(4) In the event that access to the data which the Controller has transmitted to POLYAS for data processing is jeopardized by third-party measures (measures taken by an insolvency administrator, seizure by revenue authorities, etc.), POLYAS shall notify the Controller of such without undue delay.

Schedule of Annexes

Annex 1 Technical and organisational measures to ensure security in data processing

Annex 2 Subcontractor relations in accordance with § 9 of the Data Processing Agreement

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Anlage 1

Technical and organisational measures to ensure security in data processing

The following documents in relation to data protection are available:

- ✓ Internal codes of conduct
- ✓ Recovery concept
- ✓ Guidelines for password security

POLYAS ensures that the following technical and organisational measures have been taken:

1. Pseudonymisierung

Measures during data processing that pseudonymize personal data. Linking data back to a specific person is possible only in combination with additional information. The additional information is stored separately from the pseudonym through appropriate technical and organisational measures:

- ✓ Pseudonymization by hash value/checksum SHA 2-standard

2. Encryption

Measures or processes that use encryption to convert clearly readable text/information into an unreadable form, namely, a difficult to interpret string of characters (ciphertext):

- ✓ Encryption processes that detect any data alterations during data transport (SSL standard checksum processes)
- ✓ Checksum processes (SHA 256-Standard)
- ✓ Encryption of storage media

3. Maintaining confidentiality

3.1. Measures that deny unauthorized persons access to IT systems and data processing systems that process personal data, as well as physical confidential files and data storage devices:

- ✓ Monitoring the distribution of keys (transponder)
- ✓ Door protection (electronic doorways with transponder)
- ✓ Surveillance device (alarm system)

3.2. Measures that deny unauthorized persons access to processing systems that carry out data processing, as well as measures that use data transfer arrangements to prevent the misuse of automated processing systems by unauthorized persons:

- ✓ Logging of access and misuse attempts
- ✓ Limiting the number of authorized employees
- ✓ Isolation of sensitive systems through separated network areas

3.3. Measures to ensure that the use of data processing procedures by authorized persons corresponds exclusively to their access rights to personal data, so that data during processing, usage and storage cannot be read, copied, changed or deleted without the proper authorization:

Authorization concepts (profile, role, etc.) and corresponding documentation:

- ✓ Authorization concepts
- ✓ Access to the election organizer's data is password protected
- ✓ Passwords known only to the customer: these passwords are only made known to employees of the provider who are directly involved in delivering the customer's election, and only to the extent that it is necessary in carrying out the election
    - » Evaluation / logging
    - » Encryption of different data storage devices
    - » Archiving systems

3.4. Measures to ensure that data obtained for different purposes are processed separately and kept apart from other data and systems. This is done to avoid unplanned use of data for purposes other than those for which the data was obtained:

- ✓ Encrypted storage of personal data
- ✓ Authorization concepts
- ✓ Separation of test and productive systems
- ✓ Separation of voter data (electoral roll) and ballot data (ballot box) in the voting system

4. Maintaining integrity

4.1. Measures to ensure that stored personal data is not corrupted by system malfunctions:

- ✓ Bringing in new releases and patches with release and patch management
- ✓ Functionality tests during installation and releases/patches through the IT department
- ✓ Logging
- ✓ Transport processes with individual responsibilities

4.2. Measures to ensure it can be reviewed and determined, to which places personal data have been or could be transferred, or at which places they have been or could be made available, by use of data transfer arrangements:

- ✓ Logging
- ✓ Checksums
- ✓ Transport processes with individual responsibilities

4.3. Measures to ensure that the confidentiality and integrity of personal data is protected during data transmission as well as transport of data storage devices:

- ✓ Transmission of data over encrypted data networks or tunnel links (HTTPS/SSL-Tunnel)
- ✓ Regular security updates to prevent unauthorized access

4.4. Measures to make sure that it can be subsequently checked and determined which personal data was entered or edited by whom and at what time in automated processing systems:

- ✓ Record keeping of entire system activity and storage of these records for at least three years
- ✓ Comprehensive record keeping procedures
- ✓ Record evaluation systems
- ✓ Checksums
- ✓ Digital signatures

5. Ensuring the availability and capacity of the system

5.1. Measures to ensure that personal data is protected against unanticipated destruction or loss:

- ✓ Regular backups to prevent data loss
- ✓ Data safety procedures
- ✓ Mirroring of hard drives
- ✓ Use of firewalls and port regulation
- ✓ Uninterrupted electricity supply
- ✓ Fire alarm systems
- ✓ Alarm systems

5.2. Measures to ensure that all system functions are available and that any occurring malfunctions are reported:

- ✓ Automatic monitoring with email notification
- ✓ Emergency plans with responsibilities
- ✓ IT-Emergency service 24/7
- ✓ Regular data recovery tests

6. Regular evaluation of data processing security

6.1. Measures to ensure data protection compliance and secure processing:

- ✓ Data protection management
- ✓ Formalized processes for data protection incidents

6.2. Measures to ensure that personal data, processed on behalf of the client, can only be processed in accordance with the client's instructions:

- ✓ Client instructions are documented
- ✓ Formalized order management
- ✓ Ensure that deviations from the client's instructions cannot arise by exclusion of non-permitted processing steps or unauthorized copying of personal data
- ✓ Transfer of the protected election data to the client once the contract has ended

TERMS AND CONDITIONS AND DATA PROCESSING AGREEMENT IN ACCORDANCE WITH ART. 28 GDPR

Annex 2

Subcontractor relations in accordance with § 9 of the Data Processing Agreement

POLYAS currently works together with the following data processors, whose commissioning the controller agrees to, in carrying out contracts.

1. Hosting service provider

Name/Company:	Hetzner Online GmbH
Work/Activity:	Hosting service provider for POLYAS online voting system
Location:	Industriestraße 25, 91710 Gunzenhausen, Germany
Tel.:	+49 (0)9831 505-0
Certification:	ISO 27001-certified servers among others

Data Protection Officer has been designated.

2. Hosting service provider

Name/Company:	Telekom Deutschland GmbH
Work/Activity:	Hosting service provider for POLYAS online voting system
Location:	Landgrabenweg 151, 53227 Bonn, Germany
Tel.:	+49 (0) 228 181 0
Certification:	TCDP 1.0 (Trusted Cloud Data Protection) among others

Data Protection Officer has been designated.

3. Email service provider

Name/Company:	Heinlein Support GmbH
Work/Activity:	Email service provider for dispatching access data
Location:	Schwedter Straße 8/9B, 10119 Berlin, Germany
Tel.:	+49 (0)30 40 50 51 - 0
Certification:	ISO 27001-certified servers among others

Data Protection Officer has been designated.