



Terms & Conditions

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WisdomOfAge

Terms & Conditions of Use

Last updated on 01/08/2022

Introduction

We, at WisdomOfAge, want you to feel comfortable and secure when registering and using our digital learning and knowledge sharing platform. This is why we've gathered below all the information you need to know in this legal section. Please make sure that you navigate and read the entire content of these Terms and Condition of Use (the "T&Cs") and the pertaining policies.

About the *WisdomOfAge* project

*WisdomOfAge*¹ is a digital learning and knowledge sharing platform (digital mentoring application) that promotes the experience and background of professionals over 55 years old, enabling them to share their years long knowledge and expertise and help solve specific problems for companies operating in various industries. This collaboration includes on-line courses, training, projects management, Q&As and other specific topics requested by the participating companies.

The platform end-users are grouped into two large categories:

- 1) the seniors acting as **mentors** and
- 2) the industrial companies acting as beneficiaries, or the students.

While *WisdomOfAge* **helps** solving various problems of active industrial partners, they ensure the sustainability of our digital learning and knowledge sharing platform². *WisdomOfAge* is based on the concept of e-learning platforms technology, extending it

¹ <https://wisdomofage.eu/about-the-project/>

² *WisdomOfAge* digital platform is free to use for all the registered (senior) mentors

towards a creative and open environment where ideas are shared, and problems are solved. The benefits for the senior mentors cover multiple areas: financial support, active ageing, social integration and active societal development through their knowledge and nexperience.

WisdomOfAge is a project funded by AAL Programme³, co-funded by the European Commission and National Funding Authorities of Romania, Switzerland and Belgium.

Objectives

WisdomOfAge supports the elderly professionals to remain active and contribute towards the society with their most important and unique skills: knowhow and experience. Thus, *WisdomOfAge* creates a unique and modern, innovative, flexible and open digital platform with a user interface oriented towards the needs and skills of senior people, that will connect them to industrial companies that require their specific knowledge and skill.

Continuing the trend from other industries, ***WisdomOfAge*** intends to provide on-line and on-time customer-oriented support, connecting the seniors with companies in a digital partnership.

Expected results and impact

WisdomOfAge provides a unique and modern, innovative, flexible and open digital platform with a user interface oriented, that will connect senior professionals to industrial companies that require their specific knowledge, experience and skill set. Thus, ***WisdomOfAge*** will provide on-line and on-time customer-oriented support connecting the seniors with companies in a digital partnership.

Terms and Conditions Of Use: General information

Please read these Terms of Usage carefully before using our digital knowledge sharing platform. The following terms and conditions (these “*Terms of Use*” or “*ToU*”) govern your use of *WisdomOfAge* digital mentoring hub. These *Terms of Use* are a binding legal agreement between you and the administrator(s) of the *WisdomOfAge* digital mentoring hub, and by accessing or using our knowledge sharing platform, you agree to be bound by these *Terms of Use*.

By registering as a User, you acknowledge and explicitly accept these *Terms of Use*. Wherever used in these *Terms of Use*, “you”, “your” or similar terms shall mean and refer to the individual or legal entity registering, accessing or using *WisdomOfAge*, the digital mentoring hub. If you are accessing or using *WisdomOfAge* on behalf of a company (such as your employer) or some other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these *Terms of Use*.

Update of the ToU and of the applicable policies

We may update our **Terms of Use** and applicable Policies from time to time, at our discretion and without notice, in order to clarify them, or to comply with our legal obligations. The “**Last Updated**”

³³ <https://www.aal-europe.eu/projects/wisdomofage/>

mention at the top of each document indicates the last revision, which also becomes the **Effective Date** of those changes. These *Terms of Use* and the applicable Policies are made public on our digital mentoring platform, and you will be able to track the changes for any new version. If you continue your registration and use of our digital mentoring platform after such a change, you explicitly agree to our *Terms of Use* and updated Policies including on how we are processing your personal data and your User Content.

Questions? For any questions about these Terms of Use or the applicable policies, feel free to get in touch with us via: contact@digitaltwin.ro

Service Plan Agreement

Between you (alternatively referred to hereinafter as the “*Registered User*” or the “*Subscriber*”) and **Digital Twin SRL**, a private limited liability company, having its headquarters and registered offices at Bd. Mircea Voda, no. 24, Bucharest 030667, Romania, enterprise VAT number J40/1849/2016, with fiscal code 35621396, (hereinafter referred to as “**Digital Twin**”), it has been expressly agreed the following :

You and *Digital Twin* are individually referred to as a “Party”, or jointly as the “Parties”,

1. Definitions

<i>Account</i>	means all User accounts created by or on behalf of the Subscriber within a Service Plan. To create an account the Subscriber needs to provide data including name, email address and/or phone number, a username and a password. If the account is registered for a premium Service, additional data is required (i.e. credit card details) and billing information.
<i>Access credentials</i>	means any username, identification number, password, license or security key, security token, personal identification number (PIN) or other security code, method or technology used, alone or in combination, to verify an individual's identity and authorization to access and use the Services
<i>Activate/Activation</i>	means the action by Digital Twin to make active a user created account upon the request from a <i>Subscriber</i> .
<i>Activation Date</i>	means the date of user account <i>Activation</i> by Digital Twin.
<i>Affiliate</i>	as regard to the <i>Subscriber</i> , means any legal entity which is directly or indirectly controlled by the <i>Subscriber</i> , and any other subsidiary (i.e. non-controlled) provided that both Parties agree in writing to include it in the scope of the <i>Agreement</i> .
<i>Agreement</i>	means the current document, including its applicable policies, appendices and annexes.

<i>Article</i>	unless otherwise specified, it refers to an article of the <i>Agreement</i> .
<i>Authorized User</i>	means <i>Subscriber's</i> employees, consultants, contractors, agents and customers or clients (i) who are authorized by the <i>Subscriber</i> to access and use the <i>Services</i> under the rights granted to the <i>Subscriber</i> pursuant to this <i>Agreement</i> ; and (ii) for whom access to the <i>Services</i> has been purchased hereunder.
<i>Beta Services</i>	means a product, service or functionality provided by <i>Digital Twin</i> that may be made available to the <i>Subscriber</i> to try, which is clearly designated as beta, pilot, limited release, non-production, early access, evaluation, labs or by a similar description.
<i>Confidential Information</i>	means all information (whether commercial, financial, technical or otherwise) relating to a Party, its subcontractors, other customers and suppliers, disclosed to or otherwise obtained by the other Party under or in connection with the <i>Agreement</i> and which is either designated as being confidential, or which is by its nature clearly confidential.
<i>Documentation</i>	means any written or electronic documentation, image, video, text or sound specifying the functionalities of the Service(s) or describing <i>Service Plans</i> , as applicable, provided or made available by <i>Digital Twin</i> to the <i>Subscriber</i> .
<i>Official Notice</i>	shall have the meaning given to it in the <i>Agreement</i> under Article 18.
<i>Order Form</i>	means any <i>Digital Twin</i> generated service order form or invoice executed or accepted by the <i>Subscriber</i> with respect to its subscription to the Service, which form may detail, among others the number of Users registered to the Service and the Service Plan applicable to the subscription.
<i>Personal Data</i>	has the meaning given to it by the EU General Data Protection Regulation 2016/679 and any other applicable personal data protection regulation.
<i>User Account</i>	means any <i>Registered User Account</i> activated by <i>Digital Twin</i> and managed by the <i>Subscriber</i> .
<i>Service/Services</i>	as described in the <i>Service Plan</i> and refers to the selected type of <i>Service</i> provided by <i>Digital Twin</i> to the <i>Subscriber</i> in connection therewith.
<i>Service Plan</i>	means the packaged service plan(s) and the functionality and services associated therewith (as detailed in the <i>Order Form</i>) for the <i>Service</i> selected by the <i>Subscriber</i> .
<i>Subscriber</i>	means the person (natural or legal) who executes and approves the <i>Agreement</i> and administers the <i>User Account(s)</i> .

<i>Subscriber Area</i>	means the location within the <i>WisdomofAge</i> digital mention and knowledge sharing platform, where the <i>Subscriber</i> finds all data of its account, including the payments and invoices, the applicable Terms of Use, etc.
<i>Subscription Period</i>	means the basic duration of a <i>Service Plan</i> , as detailed in the <i>Order/Invoice Form</i> .
<i>Updates</i>	means any new or modified features added to or reducing or augmenting or otherwise modifying the <i>Service</i> or other updates, modifications or enhancements to the <i>Service</i> .
<i>User or Registered User</i>	means any natural person, or own employees, officers, directors or other members of the Subscriber's personnel, and of its service providers, partners or customers, whom the <i>Subscriber</i> has authorized to access and use the <i>Service</i> by providing an access through an authorized <i>User Account</i> , identified through unique <i>Access credentials</i> .
<i>User Data</i>	any electronic data, text, messages or other materials submitted to the <i>Services</i> by the <i>Subscriber</i> and/or by <i>Users</i> , including, without limitation, <i>Personal Data</i> .

2. Registering, Service, Service Levels, Updates, Connectivity

You must be at least 18 years of age to use the Services. By using the Services and by agreeing to these Terms of Use you warrant and represent that you are at least 18 years of age. If you create an account on the Services, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may, but have no obligation to, monitor and review new accounts before you may sign in and start using the Services.

Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of the current Terms of Use or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet domain and protocol address to prevent further registration.

As from the *Activation Date* and subject to the acceptance of the current *Terms of Use*, all *Registered and Authorized Users* of the *Subscriber* will be subject to the same *Service Plan*.

2.1 Service Levels

The service level corresponding to the *Service Plan* is specified in the *Service Plan* specification.

2.2 Updates

We reserve the right to at any time deploy *Updates*, subject to the provisions of the *Agreement*.

2.3 Connectivity

A high-speed Internet connection is recommended for the proper transmission of the *Service*. The *Subscriber* is responsible (1) for procuring and maintaining the network connections that connect its network to the *Service*, including, but not limited to, “browser” software that supports protocols used by Digital Twin, including the Secure Socket Layer (SSL) protocol or other protocols accepted by us, and (2) to follow the procedures for accessing services that support such protocols.

Digital Twin shall be not responsible for notifying *Users* of any compromise of data, including the *User Data*, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by *Digital Twin*. *Digital Twin* assumes no responsibility or liability for the reliability or performance of any connections as described in this clause.

3. User Account

The *Subscriber* takes all responsibility for the creation, administration and management of the *User Accounts*. Each *User Account* is strictly personal to the individual *User* associated therewith and may only be used by that individual person.

The *Subscriber* shall promptly inform *Digital Twin* if it becomes aware of any suspected, unauthorized or prohibited use of a *User Account*, *User* password, or of the *Service*.

4. Promotional Offers Policy

Digital Twin may, at their sole discretion, choose to offer related to or for the *Service* in various ways, including but not limited to coupons or promotional campaigns (i.e. free trial).

Such promotions or coupons:

- have no monetary or cash value;
- can only be used by the *Subscriber* to offset subsequent payment of subscription fees for the *Service* specifically identified by Digital Twin on the credit voucher
- are non-transferable
- (unless specified otherwise) shall expire and no longer be redeemable after the provided period of validity, from the date when issued.

5. Subscription Procedures, Term and Termination

5.1 Registration

In order to register and create an *User Account* on **WisdonOfAge** the *Subscriber* is required to provide a valid e-mail address. Registration is free of charge.

If the *Subscriber* chooses to register via a third-party account, it must adhere to the authentication and rights of use set forth by such third party service. The *Subscriber* represents and warrants to *Digital Twin* that it has the right and authority to access the *Service* via that e-mail address.

If the *Subscriber* accesses the *Service* with an e-mail address provided by its employer, the *Subscriber* confirms that it is permissible for it to use such e-mail address associated with its employer's domain and that its use of the *Service* shall be in compliance with its employer's terms and policies, as well as any third-party service authentication and rights of use policies. It is the *Subscriber's* sole responsibility to check that its use of the *Service* is in conformance with its employer's and/or e-mail provider's access rights and data handling practices. *Digital Twin* cannot control, and are not responsible for, the practices or restrictions imposed by the *Subscriber's* employer and/or e-mail provider surrounding its use of the *Service*.

5.2 Subscription using Promotional Offers

When the *Subscriber* uses promotional offers specified in Article 5, the subscription procedure consists in filling the appropriate *Order Form*, with the requested information and the selection of a *Service Plan*.

Before the end of the promotional offer period, the *Subscriber* may opt for a paying *Subscription*, as specified hereunder.

Under a promotional offer validity period, the *Service* will be available until the earlier of (1) the end of the promotional offer period; (2) the *Activation start date* of any paying subscription by the *Subscriber*; or (3) Digital Twin' decision to terminate the promotion period, at its sole discretion.

At the end of the promotional offer period, unless a paying *Subscription* is initiated, Digital Twin will delete all *User Accounts* and all *User Data*.

5.3 Free and Paying Subscriptions

For an initial subscription, the *Subscriber* fills the registration form and the area of interests. The registration is free of charge.

For the *Paying Subscriptions*, whereby the *Subscriber* is a legal registered entity, the *Subscriber* fills in an *Registration Form* with the requested information and the selected type of *Service Plan*, the number of *User Accounts* it uses and the *Subscription Period*. The number of *User Accounts* selected will be *Activated* after the payment is processed by *Digital Twin*.

At the end of the *Subscription Period*, the subscription will be automatically renewed under the same *Service Plan* for the same *Subscription Period* and the same number of *User Accounts*, and the *Subscriber* will be charged with the corresponding fees.

At any time, the *Subscriber* may subscribe to additional *User Accounts* (under the same *Service Plan*) by filling an *Order Form*; the subscription fees for the additional *User Accounts* are calculated ***prorata temporis*** until the end of the current *Subscription Period*, and the *Subscriber* will be charged with the corresponding fees.

If the *Subscriber* has opted to pay by credit card, he may, at any point in time, reduce the number of *User Accounts* by filling an *Order Form*; there will be no refund of subscription fees.

If the *Subscriber* has opted to pay by invoice, (s)he may elect to reduce the number of *User Accounts* and type of *Services* for the next *Subscription Period* by filling an *Order Form* at the latest two (2) calendar months before the end of the current *Subscription Period*.

If the *Subscriber* has opted to pay by credit card, (s)he may, at any point in time, switch to another *Service Plan* for all current *User Accounts*; the additional subscription fees (as the case may be) are calculated ***prorata temporis*** until the end of the current *Subscription Period*, and the *Subscriber* will be charged with the corresponding fees. In case of downgrading of *Service Plan*, there will be no refund of subscription fees.

If the *Subscriber* has opted to pay by invoice, (s)he may elect to upgrade its *Service Plan* for all current *User Accounts* at any point in time by filling an *Order Form*. The additional *Services* subscription fees (as the case may be) are calculated ***prorata temporis*** until the end of the current *Subscription Periods*, and the *Subscriber* will be charged with the corresponding fees.

If the *Subscriber* has opted to pay by invoice, (s)he may elect to downgrade its *Service Plan* for all current *User Accounts* for the next *Subscription Period* by filling an *Order Form* at the latest two (2) calendar months before the end of the current *Subscription Period*.

5.4 Reversibility

Except for the *Subscriptions* under promotional offers, before the end of the current *Subscription Period*, the *Subscriber* may ask for a copy of the *User Data*. Digital Twin will make such copy available to the *Subscriber* in a standard data format, at no additional charge.

5.5 Early Termination

Before the expiration of the paid *Subscription Period*, either *Party* may elect to terminate the subscription at any time, by providing an *Official Notice* to the other *Party*, taking into account the following notice period :

- If the *Subscriber* has opted to pay by credit card : seven (7) business days
- If the *Subscriber* has opted to pay upon invoice : three (3) calendar months before the end of the current *Subscription Period*.

The paid *Subscription* will then terminate at the end of the current paid *Subscription Period*.

5.6 Consequences of Termination

At the end of the current *Subscription Period*, unless a new *Subscription Period* is started, *Digital Twin* will either safely archive or delete all *User Accounts* and all *User Data*.

Upon termination due to unpaid invoices at the due date, *Digital Twin* will either archive or delete all *Subscriber's User Accounts* and all *User Data* corresponding to the unpaid invoice.

6. Subscription Fees and Payment Terms

The subscription fees for the selected *Service Plan* are clearly specified in the *Subscriber's Area*.

The subscription fees for the initial *Professional Subscription Period* and each renewal will be calculated based on the **prorata temporis** pricing as specified on our website, unless otherwise agreed to by the *Parties* in the applicable *Order Form* or otherwise in writing. In the *Order Form*, the *Subscriber* provides the requested information, selects the *Service Plan*, specifies the number of *User Accounts*, the paid *Subscription Period* and a method of payment.

If the *Subscriber* has opted to pay by credit card, the fees are immediately debited from the *Subscriber* credit card account specified in the *Order Form*.

If the *Subscriber* has opted to pay upon invoice, the invoice is due upon thirty (30) days invoice date.

In all cases, an invoice is generated and put in the *Subscriber Billing Area* and an e-mail message is sent to the *Subscriber's* address.

Unpaid invoices at the due date will result in the immediate cancellation and termination of the corresponding *Service* and access restriction or deletion of the corresponding *User Accounts*.

All fees are committed amounts and are non-cancelable and non-refundable.

Unless stated otherwise, all fees are exclusive of VAT (or any other tax).

7. Subscriber's Obligations

7.1 The Free Subscriber Agrees and Commit that (s)he will :

1. use the *Service* only for its personal professional improvement purposes.
2. comply with all applicable laws, including, without limitation, privacy laws, intellectual property and copyright laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
3. use its real identity.
4. use the *Service* at all times in an ethical and professional manner.
5. take all responsibility for acquiring and maintaining all equipment (including services) necessary to allow the *Subscriber* to access and use the *Service*;
6. take all responsibility and full liability for the use it makes of the *Service* and for the *User Data* (s)he stores under its *User Account*;
7. respects the rights (including intellectual property rights) of any third party in relation to such *User Data* and abides by all applicable laws when using the *Service*.

Subject to free *Subscriber's* compliance with these *Terms of Use*, and unless we provide express written consent to use the *Services* for other purposes, *Digital Twin* grants you permission to use the *Services* solely for your personal, family, and household use.

7.2 The Paying Subscriber Agrees and Commit that (s)he will :

1. use the *Service* only for its internal business purposes.
2. comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements.
3. use its real identity.
4. use the *Service* in an ethical and professional manner.
5. take all responsibility for acquiring and maintaining all equipment (including services) necessary to allow the *Subscriber* and its *Users* to access and use the *Service*;
6. take all responsibility and full liability for the use it (and each of its *Users*) makes of the *Service* and for the *User Data* each *User* stores under its *User Account*;
7. ensure that each of its *Users* respects the rights (including intellectual property rights) of any third party in relation to such *User Data* and abides by all applicable laws when using the *Service*.

7.3 The Subscriber Agrees and Commits that (s)he will not :

1. license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the *Service* available to any third party, other than the *Users* as expressly permitted by the *Agreement*;
2. use the *Service* to collect and process any *Personal Data* of any *Subscriber* or *User* on behalf of any third party other than the *Users*;
3. use the *Service* to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property rights;
4. use or attempt to use the *User Data* in any other manner or for any use of the *Services* other than foreseen in the *Agreement* and in the applicable Data Protection and Privacy Policies;
5. create a false identity, misrepresent an identity, create a profile for anyone other than themselves, or use or attempt to use another's *User Account*;
6. develop, support or use software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins and add-ons, or any other technology) to scrape the *Services* or otherwise copy profiles and other data from the *Services*;
7. override any security feature or bypass or circumvent any access;
8. violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights;
9. neither decompile, disassemble, analyze the *Services* source code, structure, algorithms or ideas underlying the *Services* (except to the extent expressly permitted by law), nor take any other action in derogation of Digital Twin' intellectual property rights, nor develop a program or service having any functional attributes, functions or other features equal or similar to those of the *Services*, nor compete with Digital Twin;
10. post anything that contains software viruses, worms, or any other harmful code;
11. monitor the *Services*' availability, performance or functionality for any competitive purpose;
12. engage in "framing," "mirroring," or otherwise simulating the appearance or function of the our knowledge sharing platform and/or *Services*;
13. interfere with the operation of, or place an unreasonable load on, the *Services* (e.g., spam, denial of service attack, viruses, gaming algorithms, etc.);
14. store any data that it is or should reasonably be aware of that they contain viruses, worms, Trojan horses or other harmful or malicious computer code or any data that are prohibited by law;

15. undertake any acts that constitute computer criminality as determined by the applicable laws, nor interfere with nor disrupt the integrity or performance of the *Service*;
16. (if the *Subscriber* is a direct competitor of *Digital Twin*) access the *Service* for any purpose, except with *Digital Twin's* prior written consent;
17. attempt, now or in the future, to claim any rights in *Digital Twin's* trademarks names and logos, degrade their distinctiveness, or use them to disparage or misrepresent *Digital Twin*, its services or products.

8. Digital Twin' Rights

Digital Twin reserves the right to refuse or annul the registration of a *Subscriber*.

Digital Twin shall have the right to occasionally communicate to the *Users* some necessary information regarding updates, release notes, best practices and surveys, and the use, operation or maintenance of the *Service*.

Digital Twin reserve the right to modify, suspend or terminate the *Service* (or any part thereof), the subscription, or any *User Account*, and remove, disable and discard any of the *User Data* if *Digital Twin* has reasonable reasons to believe that the *Subscriber* has violated any provision of the *Agreement* or of applicable Policies. When taking any of the foregoing actions and unless legally prohibited from doing so, *Digital Twin* will use reasonable efforts to notify the *Subscriber* via email.

Digital Twin accepts no liability whatsoever to the *Subscriber* or any other third party for any such modification, suspension or discontinuation of the *Subscriber's* access and use of the *Service*.

Any suspected fraudulent, abusive, or illegal activity by the *Subscriber* or *User Account* may be referred to law enforcement authorities at *Digital Twin's* (or the affected party's) sole discretion.

9. Intellectual Property Rights

9.1 User Data

All *User Data* remains the property of the *Subscriber*. The *Agreement* does not transfer any rights on any *User Data* to *Digital Twin*.

9.2 Digital Twin' Intellectual Property Rights

All rights, title and interest related to the **WisdomOfAge** knowledge sharing web platform and the pertaining *Services* and to all software used to provide the *Service(s)*, including all related intellectual property rights, will remain with and belong exclusively to *Digital Twin*.

9.3 Suggestions, feedback, and translation

Digital Twin shall have a worldwide, non-exclusive, perpetual, irrevocable, royalty-free license to use, share and incorporate into the *Services* any suggestion, enhancement request, recommendation, correction, translation or other feedback provided by the *Subscriber*, for any purpose, without compensation.

9.4 Trademarks

Digital Twin's service names and logos used or displayed on the *Service* are its own trademarks; the *Subscriber* may, under written authorization from *Digital Twin*, only use such names and logos to identify itself as a *Subscriber*.

10. Data Privacy and Security

10.1 Data Protection

Digital Twin will maintain reasonable administrative, physical and technical safeguards to protect the security, confidentiality, and integrity of the *User Data*. These safeguards may include encryption and/or pseudonymization of the *User Data* in transmission (using SSL or similar technologies). *Digital Twin's* compliance with the provisions of this clause shall be deemed compliant with its obligations on confidentiality in Article 12.

10.2 Digital Twin Access to User Account and Information

The *Subscriber* agrees and authorizes that *Digital Twin* shall have the right to access the *User Account* and to use, modify, reproduce, distribute, display and disclose the *User Data* solely to the extent necessary to provide the *Service*, including, without limitation, in response to the *Subscriber* support requests. Any third-party service provider employed by *Digital Twin* will only be given access to the *User Data* as is reasonably necessary to provide the *Service* and will be subject to (a) confidentiality obligations which are reasonable and substantially consistent with these provisions ; and (b) their agreement to comply with the data transfer and processing restrictions applicable to *Personal Data*.

Digital Twin may also access or disclose information about *Users*, including the *User Data*, in order to (a) comply with the law or respond to lawful requests or legal process ; (b) protect *Digital Twin's* or its customers' or partners' rights or property, including enforcement of the *Agreement* or other policies associated with the *Service* ; (c) act on a good faith belief that such disclosure is necessary to protect personal safety or avoid violation of applicable law or regulation.

10.3 Collection of Information

Digital Twin, or its authorized processors, may collect certain information about *Users* as well as the *Subscriber* and their respective devices, computers and use of the *Service*. *Digital Twin* collects and processes *Users' Personal Data* as described in the Privacy Statement, the then-current version of which is available at www.wisdomofage.eu

10.4 Controller and Processor

To the extent the *User Data* include any *Personal Data*, the *Subscriber* acknowledges in all cases that *Digital Twin* acts as the processor of such *Personal Data* and that the *Subscriber* remains the controller of such *Personal Data* for GDPR and any other applicable *Personal Data* protection regulations. The *Subscriber* understands that if it gives an integration provider access to the *Subscriber's* account, the *Subscriber* acts as the controller of such information and the integration provider serves as the processor for the purposes of those data laws and regulations that apply to the *Subscriber*. In no case are such integration providers subprocessors of *Digital Twin*. The

Appendix 1 to the *Agreement* includes Data Processing Agreement between the *Subscriber* and *Digital Twin* which shall govern the terms of *Digital Twin's* processing of *Service Data*.

10.5 Data Center Location

The *User Data* is currently hosted by **Digital Twin** or its authorized service partners in data centers located in the European Economic Area. If the *Subscriber's* principal location is within the European Economic Area, *Digital Twin* will use commercially reasonable efforts to notify it at least thirty (30) days before *Digital Twin's* decision to host any *Personal Data* provided to *Digital Twin* in connection with the use of the *Service*, in data centers located outside the European Economic Area.

If the *Subscriber* is entitled to this notice and does not wish to have the *Personal Data* hosted in data centers located in third countries, the *Subscriber* may terminate the subscription with immediate effect upon written notice to *Digital Twin* within thirty (30) days of the *Subscriber* receipt of *Digital Twin's* notice.

11. Third Party Services & External Links

The *Services* may show or direct to listings, descriptions, and images of products or services offered by third parties. However, *Digital Twin* does not warrant that such content is accurate, complete, reliable, current, error-free, or comply with applicable Laws.

The *Services* may allow *Users* to access or interact with apps, websites, materials, products or services made available by others ("*Third-Party Services*"). By connecting to *Third-Party Services*, you acknowledge and accept that *Digital Twin* does not control, endorse, and is not responsible for any *Third-Party Services*, including their accuracy, integrity, quality, privacy and data security, legality, usefulness or safety. *Digital Twin* is under no obligation to monitor any quoted or referenced links to *Third-Party Services* and may block or disable access to them at any time.

You understand and acknowledge that *Users* may provide in their posts links to a number of third-party websites. Be aware that *Digital Twin* have no control over the manner in which these third-party websites collect and process your personal data when you make use of them. When visiting those links, make sure you review first their Privacy Statements before providing any personal data to them.

12. Confidentiality

In respect of *Confidential Information* of which it is the recipient, each *Party* undertakes:

- to treat such information as confidential;
- not to communicate or disclose, without the disclosing *Party's* prior written consent, any part of such information to any person except: a. only to those employees, agents, subcontractors and other suppliers on a need-to-know basis who are directly involved in the provision of the *Services*; b. the recipient's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the *Confidential Information* in connection with the business of the recipient;
- to ensure that all persons and bodies mentioned in paragraph (b) above are made aware, prior to disclosure, of the confidential nature of the *Confidential Information* and that they

owe a duty of confidence to the disclosing *Party* and to use all reasonable endeavors to ensure that such persons and bodies comply with the provisions of the present Article;

- not to use or circulate such *Confidential Information* within its own organization except to the extent necessary for the purposes of the *Agreement*.

The obligations in this Article will not apply to any *Confidential Information* which:

- was in the recipient's possession (with full right to disclose) before receiving it; or
- is or becomes public knowledge other than by breach of this Article; or
- was independently developed by the recipient without access to or use of the *Confidential Information*; or
- was lawfully received from a third party (with full rights to disclose).

The provisions of this Article will continue in force notwithstanding the termination of the *Agreement* for any reason, for a period of five (5) years after such termination.

13. Warranty

Digital Twin warrant that the *Service* will perform in a manner consistent with generally accepted industry standards and that the *Service* will substantially perform in accordance with the *Service Plan*. The *Services* uses state-of-the-art security technology including user authentication, secured firewalls and secured communication links.

Digital Twin make neither warranty as to the merchantability or fitness for a particular purpose of the *Service*, nor that the *Services* will be uninterrupted or 100% error-free.

14. Liability

Either *Party* shall indemnify, defend and hold harmless, at its sole expense, the other *Party* and its directors, officers, employees and agents from any claims, liabilities, damages, losses, costs and expenses (including reasonable attorney fees) arising out of or connected with the *Subscriber's* (and its *Users'*) use of the *Service* and the *User Data*, and *Digital Twin* supply of the *Services* (including but not limited to infringement of third party rights and breaches of the law) or breach of the *Agreement*.

Neither *Party* will be liable hereunder to the other *Party* for any indirect or consequential damages, even if such *Party* has been advised of the possibility of such damages.

Digital Twin shall not be held liable for any interruption in the *Service* that is due to circumstances beyond its reasonable control (such as but not limited to internet, network or electronic communications delays, or (delivery) failures or interruptions caused by its third-party service providers), or to a *Force Majeure* event.

15. Force Majeure

Neither *Party* shall be liable to the other for failure to comply with the *Agreement* to the extent caused by any *Force Majeure* event, including acts of God or acts of terrorism and/or war, subject to the *Party* being unable to comply with the *Agreement* immediately giving notice to the other *Party*, such notice containing the following information: (1) details of the *Force Majeure* event that

has occurred ; (2) the date from which the *Force Majeure* event has prevented or hindered the *Party* in the performance of its *Services* ; (3) the *Services* so affected ; and (4) its best estimate of the date upon which it may be able to resume performance of the affected *Services*. Such notice will be confirmed by *Official Notice* within three (3) business days of the occurrence of the *Force Majeure* event.

Meanwhile, the affected *Party* will continue at all times to take all steps to (1) resume full performance of its obligations under the *Agreement*, and (2) mitigate the consequences of the *Force Majeure* event.

16. Assignment

Subject to written confirmation from *Digital Twin* that it agrees to remain bound by all provisions hereof, the *Subscriber* may assign the *Agreement* only to (a) a purchaser of or successor to substantially all of its business, or (b) an *Affiliate*; provided such purchaser, successor or *Affiliate* is not, or (at the time of the assignment) will reasonably not become, a competitor of *Digital Twin*.

17. Reference

Each *Party* may mention the other *Party* in any communication to the public referring to its commercial references and use the other *Party*'s logo and trademark **for this purpose only**. This right to use the name, logo and other trademarks in its marketing materials and press releases is non-exclusive, non-transferable and free of any charge.

Any communication containing additional details about the project must be submitted to *Digital Twin* prior validation by the *Subscriber*.

18. Official notice

All official communications necessary for the application of the *Agreement* shall be delivered in writing by any of the following delivery methods, and shall be deemed to have been received as follows :

Delivery method	Assumed reception
by registered Postal letter	two (2) business days after being delivered
by an internationally recognized delivery service to the address below	one (1) business day after being delivered
by e-mail with delivery receipt to the e-mail address below	one (1) business day after being sent

The *Subscriber*

Postal address and e-mail address as specified in the *Registration* and/or *Order Form*

Digital Twin SRL / Digital Twin

Bd. Mircea Voda, no. 24, Bucharest 030667, Romania.

Any change to these data shall be communicated by *Official Notice* to the above address.

19. Governing Law and Jurisdiction

This Agreement is governed by, and shall be interpreted in accordance with, the applicable Romanian law.

The *Parties* agree that all disputes arising out of or in connection with the *Agreement* shall be finally settled by one or more arbitrators under the rules of arbitration of the Romanian Arbitration Chamber of Commerce. The arbitration shall be conducted in English and the seat of the arbitration shall be Bucharest (Romania). Each *Party* irrevocably submits to the jurisdiction of such arbitrators and waives any objection to proceedings before any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

20. Miscellaneous

20.1 Entire Agreement

The *Agreement*, including its Annexes and Appendixes and the Order Forms, constitutes the entire agreement between the *Parties* on the subject of the *Services* and supersedes and replaces all previous representations, negotiations, engagements, and written communications on this subject.

20.2 Severability

The nullity or non-applicability of one of the clauses in the *Agreement* shall not compromise the continued validity or the applicability of the *Agreement* as a whole or of the remaining terms or rights.

20.3 Interpretation

The original version of the *Agreement* has been made in English. Should the *Agreement* be translated in whole or in part into another language, the original English version shall prevail between the *Parties* hereto to the fullest extent possible.

20.4 Incorporation and Precedence

The *Agreement* consists of the body of the *Agreement* and the pertaining Appendixes.

In the event of any conflict between the provisions of the body of the *Agreement* and those of its Appendixes, the provisions of the Appendixes shall prevail, it being understood that the provisions of a more recent Appendix prevail on those of an older one.

21. Appendices

Upon signature of the *Agreement*, the following appendices are an integral part of the *Agreement*:

- Appendix 1 – Data Processing Agreement.

Appendix 1

Data Processing Agreement

concerning the collection and processing of personal data

through the use of **WisdomOf Age** knowledge sharing web platform

This Data Processing Agreement (the “DPA”) is made between:

the **Subscriber**, as registered on the web platform **WisdomOfAge**, hereinafter called “Subscriber”,

and

Digital Twin SRL, with registered office at Bd. Mircea Voda, no. 24, Bucharest 030667, Romania, enterprise VAT number J40/1849/2016, with fiscal code 35621396, (hereinafter referred to as “**Digital Twin**”)

The *Subscriber* and *Digital Twin* are called separately the “Party”, or collectively the “Parties”.

Preamble

Given that :

- The Parties wish to enter into a *Service Agreement* (hereafter the “Agreement”);
- The Parties wish that the *Processing* of registered Users’ *Personal Data* be executed according to the provisions of the General Data Protection Regulation (hereafter the “GDPR”), and of all applicable Data Protection legislation;
- The *Agreement* is therefore completed with the present appendix to it (hereinafter, “*Appendix*”) that becomes an inherent part of the *Agreement*;
- Within the scope of the *Appendix*, the *Subscriber Processes Data* for which it is the *Controller*, and possibly *Data* for which it is a *Processor* on behalf of third-party controllers.
- Within the scope of the *Appendix*, **Digital Twin** is the *Processor* of the *Data* which it receives from the *Subscriber*, or to which the *Subscriber* gives it access.

The *Parties* have agreed that the preamble in the *Appendix* is binding on them and further also agree as follows :

1. Definitions

In this agreement, the following terms will have the following meaning, taken from the GDPR Regulation :

<i>Article</i>	unless specified otherwise, it refers to an article of the Appendix.
<i>Controller</i>	see Data Controller.
<i>Data</i>	see Personal Data.
<i>Data Breach</i>	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed » (GDPR Article 4.12).
<i>Data Controller or Controller</i>	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; where the purposes and means of such processing are determined by Union or Member State law, the Controller or the specific criteria for its nomination may be provided for by Union or Member State law » (GDPR Article 4.7). Within the scope of the Agreement, the Subscriber is the Controller.
<i>Data Processor or Processor</i>	a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller » (GDPR Article 4.8). Within the scope of the Agreement, Digital Twin is the Processor.
<i>Data Subject</i>	an identified or identifiable natural person (GDPR Article 4.1).
<i>Data Subprocessor or Subprocessor</i>	third parties possibly engaged by Digital Twin to provide parts of the Services, as specified under Article 12.
<i>Documented Instructions</i>	are the functional specifications of the Service Plan, complemented with any documented instructions from the Subscriber which have been expressly approved by Digital Twin.
<i>Notification</i>	is the official notification of one Party to the other Party, according to the provisions of Article 16.
<i>Personal Data or Data</i>	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 » (GDPR Article 4.1). In the Appendix, Data refers to the personal data which Digital Twin receives from the <i>Subscriber</i> , or to which the <i>Subscriber</i> gives it access.

<i>Processing, Process or Processed</i>	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 » (GDPR Article 4.2).
<i>Processor</i>	see Data Processor.
<i>Services</i>	the services provided by Digital Twin via WisdomOfAge knowledge sharing platform to the <i>Subscriber</i> under the <i>Agreement</i> .
<i>Subprocessor</i>	see Data Subprocessor.
<i>Subscriber</i>	the person who executes and approves the <i>Agreement</i> and administers the <i>User Account(s)</i> .
<i>Term</i>	the period from the date of signature of the Appendix until the end of provision of the <i>Services</i> , including, as the case may be, any post-termination period during which Digital Twin may continue to provide the <i>Services</i> for transitional purposes.
<i>Third Country</i>	is a country outside of the European Economic Area (EU + Iceland, Lichtenstein, Norway).

2. Objective

In the performance of its missions, the *Subscriber Processes Data*. In order to execute the *Processing* covered by the *Agreement*, the *Subscriber* will give access to **Digital Twin** to the *Data* registered with **WisdomOfAge** knowledge sharing platform, which the *Subscriber* deems necessary.

3. Duration

The provisions of the Appendix apply during the *Term* and will remain in effect until deletion of all *Data* by **Digital Twin** from the **WisdomOfAge** knowledge sharing platform or by the *Subscriber* as specified in Article 10.

4. Data and Processing of Data

The *Subscriber* certifies that it has collected the *Data* – be it “regular” *Data* (in the sense of GDPR Article 6) or “special” or “sensitive” *Data* (in the sense of GDPR Article 9) – in accordance with all applicable legislation with respect to data protection.

The details of *Processing* entrusted by the *Subscriber* to *Digital Twin* (i.e. the object of *Processing*, the nature and purpose of *Processing*, the type of *Data*, the categories of data

subjects, the *Subprocessors* and the security measures applied by *Digital Twin* and its authorized service providers) are specified in Schedule 1 to the Appendix.

Digital Twin recognizes the importance of appropriate *Data* protection and confirms that each *Processing Activity* will be executed as per the *Documented Instructions* and to any applicable legislation with respect to data protection or in order to fulfil its *Service* obligations, to which the *Subscriber* has explicitly acknowledged and accepted when registering for a *User Account*.

Digital Twin and the *WisdomOfAge* knowledge sharing platform will not transfers any of the *Subscriber's Data* to a *Third Country* or an international organization, unless required to do so by Union or Member State law to which *Digital Twin* is subject; in such a case, *Digital Twin* will inform the *Subscriber* of that legal requirement before *Processing*, unless that law prohibits such information on important grounds of public interest (GDPR Article 28.3.a).

Unless forbidden by law, *Digital Twin* will inform the *Subscriber* without delay when:

- It receives a question, a summons or a request for inspection or audit from a competent public authority regarding the *Processing*;
- It intends to disclose *Data* to any competent public authority outside of the contractual *Processing* scope; upon the request of the *Subscriber*, *Digital Twin* will communicate to it a copy of the documents supplied to the competent authority.

With regard to the *Processing*, the complete instructions of the *Subscriber* to *Digital Twin* comprise the *Agreement* and its Appendixes, the other documents included or incorporated by reference as well as any other agreement between the *Parties*, including any complementary or alternative instruction agreed in writing between the *Parties*.

Digital Twin recognises that, if it determines the purposes and means of *Processing*, *Digital Twin* shall be considered to be a *Controller* in respect of that *Processing* (GDPR Article 28.10).

5. Security and protection of Data

Digital Twin certifies that it will inform and train its collaborators and service providers who *Process Data*, in accordance with applicable regulatory provisions.

Digital Twin is responsible for the user identity management and for the authentication methods such as passwords and tokens attributed to its collaborators. *Digital Twin* recognises that the protection of these authentication methods is an integral part of its own security policies and procedures, and takes all necessary measures to protect them adequately.

Digital Twin, its collaborators and its service providers will only access the *Data* supplied by the *Subscriber* only for the purposes directly bound to the provision of the *Service*, as described in the *Agreement*.

When deleting *Data*, electronic media or paper documents during the *Term*, *Digital Twin* shall in all circumstances delete them in a secure manner, or render them anonymous, in such way that their results will cease to be either readable or usable for any purpose whatsoever.

The *Subscriber* agrees that, without prejudice to *Digital Twin*'s obligations under this Article and Article 12 (Data Breach), the *Subscriber* is the sole responsible for (1) making appropriate use of the *Services* to ensure a level of security appropriate to the risk in respect of the *Data*, and (2) securing the account authentication credentials, systems and devices which the *Subscriber* uses to access the *Data*.

Digital Twin has no obligation to protect *Data* that the *Subscriber* elects to store or transfer outside of **WisdomOfAge** platform and its *Subprocessors*' systems (for example, on-premises or offline storage).

6. Technical and organizational measures for the protection of Data

Digital Twin will take appropriate technical and organisational measures to (1) protect the *Data* from any *Data Breach*, as specified under Article 12 (*Data Breach*), and (2) provide commercially reasonable assistance to help the *Subscriber* fulfil its obligation to follow up on the requests brought by the *Data Subjects* in the exercise of their rights (GDPR Article 28.3.e), as specified under Article 12.

7. Data Confidentiality

Digital Twin warrants that the persons it authorises to *Process* the *Data* will respect the obligation of confidentiality of said *Data*, especially if and where they would otherwise not be submitted to an appropriate legal obligation of confidentiality (GDPR Article 28.3.b).

8. Deletion of Data and disposal of Data at the end of the Agreement

During the Term : *Digital Twin*'s *Services* include tools enabling the *Subscriber* to delete *Data* during the *Term* in a manner consistent with the functionality of the *Services*. In case the available tools do not enable such deletion, the *Subscriber* may request from *Digital Twin* to delete the relevant *Data* from its systems in accordance with the applicable law (GDPR Article 28.3.g). *Digital Twin* will comply with such request as soon as reasonably practicable, unless EU or EU Member State law requires storage of the *Data*.

At the end of the Term : Within a reasonable timeframe before the end of the provision of *Services*, the *Subscriber* may require that *Digital Twin* transfers all *Data* back to it ; either following the successful transfer of all *Data*, or without delay if such transfer was not requested within five (5) working days of the end of the provision of the *Services*, *Digital Twin* (1) deletes all *Data* from its systems, and (2) deletes all existing copies, unless its legitimate interests or Union or Member State law requires for a longer period of storage of the *Data* (GDPR Article 28.3.g).

Deletion : When it deletes *Data* or electronic media or paper documents, *Digital Twin* always deletes them in a secure manner or renders it pseudonymous or anonymous, in such a way that their results are neither readable nor usable for any purpose except for statistical and analytical purposes. For the sake of clarity, "delete" or "deletion" means the complete, integral and irreversible erasure of the *Data*.

9. Location of the Processing of Data

No transfer of *Data* to a *Third Country* or to an international organization will be authorised except with the *Subscriber's* prior explicit and informed consent ; if *Digital Twin* is submitted to a different legal obligation, then it will inform the *Subscriber* of such legal obligation before the *Data Transfer*, unless that law prohibits such information on important grounds of public interest (GDPR Article 28.3.a).

Any transfer of *Data* by *Digital Twin* to a *Third Country* shall be submitted to the respect of legally authorized mechanisms for *Data* transfer to a *Third Country*, including the execution of the Standard Contractual Clauses approved by the European Commission and of the Data Transfer Impact Assessment, as required by the CJEU's ruling on "Schrems-2".

10. Subprocessors

The list of *Digital Twin's* authorized *Processors* identified at the Effective Date of this Agreement and Appendix is specified in Schedule 1.

The *Subscriber* grants *Digital Twin* a general authorization to engage the listed *Processors* and *Subprocessors* (GDPR Article 28.2).

Digital Twin has put in place written *Data Processing Agreements* with the selected *Processors*, imposing on them contractual obligations which are no less protecting than the obligations of this Appendix, in particular with respect to sufficient warranties about the implementation of appropriate technical and organisational measures, in such a way that the *Processing* will meet the contractual requirements (GDPR Article 28.4). In particular, *Digital Twin* will ensure that each *Processor* which *Processes Data* (1) shall be authorized to *Process* these *Data* exclusively to execute the *Processing Activity* specified by *Digital Twin*, and (2) shall refrain from using these *Data* for any other purpose(s).

In case the *Processor* does not fulfil its obligations with respect to *Data* protection, *Digital Twin* remains totally responsible towards the *Subscriber* of the performance by the contracted *Processor* of its obligations according to the *Agreement*, including the Appendix covering *Data* protection.

11. Data Breach

When a *Data Breach* is observed, or when it is victim of one, or when it is notified of one by a *Processor*, *Digital Twin* shall *Notify* the *Subscriber* without undue delay after having become aware of it. *Digital Twin* will assess the contents of *Data* involved in a *Data Breach* and inform the *Subscriber* on what *Data* has been breached and will use reasonable efforts to identify the cause of the *Data Breach* and take reasonable technical and organizational steps to remediate the cause of such *Data Breach*.

The *Subscriber* , as owner of its *User Data* and *User Content* is the sole responsible for (1) complying with incident notification laws applicable to the *Subscriber* should the breach affect its *Users* or other data subjects, and (2) fulfilling any third-party notification obligation related to any *Data Breach*.

Digital Twin agrees to cooperate with the *Subscriber* to the examination of the *Data Breach*, and to provide commercially reasonable assistance as necessary to mitigate or remediate the potential impacts of the *Data Breach* on the concerned data subjects (GDPR Article 33.5).

Digital Twin's notification of, or response to, a *Data Breach* under this Article will in no way be construed as an acknowledgement of any fault or liability with respect to such *Data Breach*.

12. Data Subject requests

Where *Digital Twin* is able to identify with certainty, with a reasonable effort, the relationship between the *Data Subject* and the *Subscriber*, it shall promptly inform the *Subscriber* of the request of the *Data Subject* or of any other request relating to the *Agreement* received by it.

If *Digital Twin* cannot identify with certainty the relationship between the *Data Subject*, *User Account*, *User Data* and the *Subscriber*, *Digital Twin's* only obligation is to inform to the *Data Subject* that it is not the controller of the *Data Subject's* personal data and that the *Data Subject* must address his request to the *Subscriber* who is the concerned Controller.

Digital Twin will provide commercially reasonable assistance to the *Subscriber* in fulfilling its obligation to respond to requests from *Data Subjects* (GDPR Article 28.3.e).

Where the *Subscriber* is required to provide information to a *Data Subject* in connection with the Processing or to take any other action reasonably required to comply with the *Data Subject's* requests, *Digital Twin* shall make all required information available to the *Subscriber* in a format required to comply with such requests from the *Data Subject*.

In the event of a dispute or other claim by a *Data Subject* concerning the *Processing* against a *Party*, the *Parties* shall inform each other without delay and undertake to cooperate and coordinate with a view to effectively defending themselves against such claims and/or settling them amicably and promptly.

13. Data Protection Impact Analysis

If the *Subscriber* is required to perform a data protection impact analysis for its *User Data* and *User Account*, *Digital Twin* will provide commercially reasonable assistance to the *Subscriber* in the performance of such analysis in order to enable the *Subscriber* to respect its obligations with regard to that matter.

14. Notifications

A notification from *Digital Twin* to the *Subscriber* will be sent to the *Subscriber's* e-mail address specified in the *Registration Form*, using e-mail with registered return receipt, and will be deemed having been received one (1) working day after the date of electronic mailing.

A notification from the *Subscriber* to *Digital Twin* will be sent to abcd@xxx.ccc using e-mail with registered return receipt, and will be deemed having been received: one (1) working day after the date of electronic mailing.

15. Miscellaneous

In case of discrepancy between the terms of the Data Processing Agreement (DPA) and those of the body of the Agreement, the DPA terms will prevail.

16. Processing details

16.1 Subject-matter of the Processing

Digital Twin's provision of the Services and related technical support to the *Subscriber* via the "WisdomOfAge" knowledge sharing platform.

16.2 Duration of the Processing

The applicable *Subscription Term* (as defined in the Terms) plus the period from expiry of such Subscription Term until deletion of all *Service Data* by *Digital Twin* in accordance with this DPA.

16.3 Nature and purpose of the Processing

Digital Twin and its authorized *Processors* shall *Process* the *Data* for the purposes of providing the *Services* and the related technical support to the *Subscriber* in accordance with this DPA.

16.4 Categories of Data

The *Data* may include the following categories of data: User name, surname, email address, phone number, business/school address, postal code, province, country, choice of language, professional qualifications and experience, professional field of expertise, age, gender, profile photo or avatar, documents, presentations, images, calendar entries, tasks, communication exchanges and other data.

16.5 Data Subjects

The *Data* may concern the following categories of *Data Subjects*: the registered *Users*.

List of authorized Processors

Data Processing related to Platform Provided Services

Digital Twin engages onward *Processors* that process some data submitted from **WisdomOfAge** knowledge sharing platform. The current list of these subprocessors is maintained here and is subject to update over time.

Core services

These services providers are necessary for the operation of our knowledge sharing platform. In order to meet the requirements of the GDPR, we choose the use of services located in Europe.

	Name	Role	Country	Address
1	Digital Twin SRL	Controller	Romania	Bd. Mircea Vodă nr. 24, București 030667; +40 726 785 368 +40 723 610 259; contact@digitaltwin.ro https://www.digitaltwin.ro
2	CESTER, Technical University of Cluj-Napoca	Processor	Romania	Muncii Ave. 103-105, 400641 Cluj-Napoca, +40-264-401684, doina.pisla@mep.utcluj.ro https://cester.utcluj.ro/
3	Yumytech Sàrl	Processor	Switzerland	+41225752777 info@yumytech.com https://yumytech.com/
4	Arx iT SA	Processor	Switzerland	Avenue de la Praille 45, Carouge, Geneva 1227 +41 22 344 45 10 info@arxit.com https://www.arxit.com
5	Institute for Ageing Research IAF-FHS	Processor	Switzerland	Oberseestrasse 10, 8640, Rapperswil info@ost.ch https://www.ost.ch/
6	Happy Ageing, In4Care vzw	Processor	Belgium	Interleuvenlaan 10, 3001 Heverlee +32 16 40 42 79 inside@in4care.be https://www.in4care.be/happy-aging