

SANNA - TEACHER ASSISTANT SECURITY AND PRIVACY POLICY

DATA CONTROLLER

The data controller of the academic and professional personal data processed through the Application shall be:

- the Educational Centre or school at which the user is employed as a teacher; or
- in the case of public schools or educational institutions, the Ministry of Education of the relevant Autonomous Community or the local public authority responsible for the Educational Centre (hereinafter, the **"Educational Centre"**).

The Educational Centre shall be responsible for complying with the obligations imposed by applicable data protection laws, including, without limitation, providing the required privacy information to users, identifying an appropriate legal basis for processing, and responding to requests for the exercise of data subject rights.

Both the relevant local Sanoma entity and Sanoma Pro, as the operator of the Application (together, **"Sanoma"**), shall support the Educational Centre in fulfilling its obligations under applicable data protection laws.

For the processing of personal data collected through cookies used in connection with Sanoma's own commercial analytics, experiment measurement, value reporting, and go-to-market activities, Sanoma acts as an independent data controller. In this capacity, Sanoma is solely responsible for ensuring the lawfulness of such processing and for handling any data subject rights requests submitted by individual teachers.

For more information about these processing activities, please refer to our Cookie Notice.

DATA PROCESSOR

The academic and professional personal data provided by users in connection with their use of the applications owned or operated by Sanoma (the "Application") shall be processed by Sanoma acting as a data processor, or where applicable a sub-processor, solely for the purpose of providing, operating, maintaining, securing and improving the functionality, accessibility and usability of the Application.

In its capacity as data processor in relation to the personal data of teachers and students, Sanoma shall comply with the requirements set out in Article 28 of Regulation (EU) 2016/679 (the "GDPR") and, in particular, shall:

- process personal data only on documented instructions from the Educational Centre, unless otherwise required by applicable law;
- access personal data only to the extent necessary to provide and support the Application;
- ensure that persons authorised to process personal data are bound by appropriate confidentiality obligations;
- implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks associated with the processing;
- not disclose, transfer or otherwise make personal data available to any third party except as authorised by the Educational Centre, required by applicable law, or as permitted under the applicable data processing agreement;

- engage sub-processors only in accordance with the conditions established under the GDPR and the applicable contractual arrangements with the Educational Centre;
- promptly notify the Educational Centre of any request received from a data subject relating to the exercise of rights under applicable data protection laws;
- assist the Educational Centre, taking into account the nature of the processing and the information available to Sanoma, in fulfilling its obligations regarding data subject rights, data protection impact assessments and consultations with supervisory authorities where required;
- make available to the Educational Centre all information reasonably necessary to demonstrate compliance with its data protection obligations and permit audits or inspections as required by applicable law or contractual arrangements;
- inform the Educational Centre, unless prohibited by law, of any legally binding request from a public authority requiring access to personal data processed on its behalf;
- appoint and maintain a Data Protection Officer, who may be contacted at privacy@sanoma.com.

Upon termination or expiry of the licences contracted by the Educational Centre, Sanoma shall, at the choice of the Educational Centre and subject to applicable law, return or delete the personal data processed on behalf of the Educational Centre. Sanoma may retain personal data only where and to the extent required by applicable law or for the establishment, exercise or defence of legal claims, in which case such data shall remain protected in accordance with applicable data protection requirements.

THIRD PARTIES

The Educational Centre authorizes Sanoma to subcontract to third parties some functions, tasks and/or responsibilities derived from the processing of data such as other entities of the Sanoma group for the management and maintenance of the platform.

Subcontractors will have the status of sub-processors and will also be obliged to comply with the obligations of the processor and the instructions issued by the controller. Sanoma will remain fully responsible to the Educational Centre in terms of compliance with the obligations.

SECURITY

Security measures. Sanoma adopts and applies the appropriate technical and organisational measures to ensure a level of security that prevents its alteration, loss, processing or unauthorised access, taking into account the state of technology, the nature of the data stored and the risks to which it is exposed, in accordance with the provisions of Article 32 of the GDPR.

In the event of a breach of the security of personal data in the information systems used by Sanoma for the provision of services through the Application, Sanoma must notify the Educational Centre, without undue delay, and in any case within a maximum period of 48 hours, of the breaches of the security of the personal data in its charge of which it is aware. together with all the relevant information for the documentation and communication of the incident in accordance with the provisions of article 33.3 of the GDPR.

Password. The user and the Educational Centre are responsible for the veracity, accuracy and updating of the information provided through the Application; In this

sense, the use of false identities and the impersonation, in any way, of the identity of third parties (including the use of their data, passwords or passwords) is prohibited.

In the event that Sanoma provides any username, password or password for access to the Application, the user agrees to keep them diligently.

In case of loss of the password, please follow the recovery procedure set out in the Application (e.g. via the security question or via the registration email). If the problem persists, please contact Sanoma.

RIGHTS

Sanoma, as the data processor, will forward to the Educational Centre as soon as possible any request to exercise rights in terms of data protection that teachers send us using the email address <https://www.sanomapro.fi/ota-yhteytta/asiakaspalvelu/> .

ACCESS TO B2B MODULE

Access to SANNA - TEACHER ASSISTANT ("Sanna TA") in the B2B module is subject to prior authentication through the local Single Sign-On ("SSO") platform designated in the country where you as a teacher reside or provide educational services.

As each country operates its own SSO platform independently, users must register with the relevant SSO platform where they do not already hold valid access credentials for SANNA - TEACHER ASSISTANT.

Registration with the applicable SSO platform is a prerequisite for accessing and using Sanna TA. The processing of personal data carried out in the context of such registration and authentication is governed by the privacy policy of the corresponding SSO platform, which will be made available to the user during the registration process.

Sanoma receives from the SSO only the data elements necessary to verify your identity and enable access to the service, such as a user identifier, email address, and role.