

**Standard terms and conditions for data delivery from the CPR to private enterprises**

(Terms in Danish prevail in the case of incongruity between Danish and English terms)

(Applicable to any data delivery, except CPRWeb)

Introduction

Pursuant to section 38(1) of the Danish Civil Registration System Act, public limited companies, private limited companies, funds, enterprises and other legal persons as well as natural persons operating a business are entitled to have information in the CPR provided by the Ministry about a large defined group of persons which the relevant party has already defined individually. For associations, it is also a condition that they have an honourable objective.

Section 38(2)-(4) of the said Act governs which information may be disclosed pursuant to subsection (1).

Pursuant to section 40(1) of the Danish Civil Registration System Act, the Ministry lays down the terms and conditions, including on security measures and payment, governing disclosure of information from the CPR to private enterprises.

The provision of information from the CPR to private enterprises is subject to the recipient being entitled to process such information pursuant to the Danish Act on Processing of Personal Data. See section 38(6) of the Danish Civil Registration System Act.

Pursuant to section 6(1) of the Danish Act of Processing of Personal Data, information may be disclosed

- *if the data subject has given his explicit consent;*
- *if processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;*
- *if processing is necessary for compliance with a legal obligation to which the controller is subject;*
- *if processing is necessary for the purposes of the legitimate interests pursued by the controller or by the third party to whom the data are disclosed, and these interests are not overridden by the interests of the data subject.*

The processing of data must furthermore meet the requirements in relation to legitimate purpose, proportionality and updating as set out in section 5 of the Danish Act on Processing of Personal Data. The requirements for legitimate purpose and proportionality imply, for example, that the fact that an enterprise is entitled or obliged to store information about an individual, for example pursuant to bookkeeping regulations, does not entitle the enterprise to continue updating the person's name and address information on the basis of the CPR.

Any party which intentionally or with gross negligence violates these terms and conditions will be fined, unless a more severe penalty is due under other legislation. See section 57(1)(iv) of the Danish Civil Registration System Act.

Any matters relating to the processing of data from the CPR which are not governed by these terms and conditions are governed by the Danish Act on Processing of Personal Data and provisions laid down pursuant to the said Act.

Any amendments to these terms and conditions and current service updates are published only through the news subscription service at [www.cpr.dk](http://www.cpr.dk) and news tickers in the CPR.

#### Establishment and change of client relationship

Requests for data delivery from the CPR and any subsequent changes thereto must be made in writing by e-mail to the Central Office of Civil Registration, [kc@cpr.dk](mailto:kc@cpr.dk). The intended purpose of the delivery must be stated in the request.

When processing requests for access, the Central Office of Civil Registration considers which CPR data may be accessed to ensure that the delivery from the CPR does not include information on any additional persons or any additional information about any person other than what is necessary for the specific task and to ensure that the delivery complies with the Danish Civil Registration System Act and the Danish Act on Processing of Personal Data. The time of delivery depends on the product requested and the scope of the task.

#### Requirements for data communication

Batch deliveries only take place by file transfer.

Data transfers must be effected in a manner which does not compromise data. The Central Office of Civil Registration lays down the rules thereon, governing the use of encryption and IP address verification, among other things.

Requests for new IP addresses are usually processed within 24 hours on weekdays, provided the request is received before noon on a weekday.

Access to the CPR through system-to-system solutions must not be used for online batches without prior approval by the Central Office of Civil Registration.

#### Authorisation and access control (applicable to system-to-system solutions).

In connection with access to the CPR through system-to-system solutions, the client must designate a security officer to be responsible for ensuring compliance with these terms and conditions and for ensuring that authorisation for submitting CPR enquiries is granted only to employees for whom use of the system-to-system solution is necessary in connection with the performance of their duties.

Generally, for system-to-system access to the CPR, only a single "system user ID" and a single password are issued for use in the client's program. The security officer must ensure that the password is changed to a confidential password when the program is used to access the CPR for the first time. The password must comply with the regulations of the Central Office of Civil Registration on the composition of passwords as stated in the standard terms and conditions for access to the CPR search system (CPRWeb) by private enterprises.

The client must ensure that its employees use personal user IDs in the client's own systems when accessing the CPR through system-to-system solutions.

The security officer must keep a list of the employees and system-to-system solutions to whom or which authorisation is granted, stating the date of authorisation and the date of expiry of the authorisation.

The client must ensure that all searches made in the CPR through system-to-system solutions are recorded on the individual employee's user ID in the client's system. It should be noted that the CPR generally registers only the "system user ID" for the program used for communication with the client.

The client must provide monthly statistics to the security officer concerning the use of the CPR through system-to-system solutions (transaction statistics) showing the types of transaction used and how often the individual types of transaction have been used. The statistics, which will be used in the event of suspected misuse of the access to the CPR, must be checked by the security officer.

If the CPR is accessed in connection with a self-service function at a website available to the public, the client is required to ensure that users of such service may perform queries in the CPR only after having been authenticated by NemID and that their civil registration numbers are verified through the PID-CPR Match of the Danish Agency for Digitisation.

#### Private enterprises' processing and disclosure of data received from the CPR

Data received from the CPR by private enterprises may be used only for the intended purpose.

Individuals may request non-disclosure of their names and addresses in the CPR, and such protected data are not provided to private enterprises. Credit assessment agencies are, however, entitled to receive information about names and addresses, including protected information.

Information retrieved by a private enterprise from the CPR must not be disclosed to other private enterprises unless provided by law or provisions laid down pursuant law. Protected names and addresses retrieved from the CPR by credit assessment agencies must not be disclosed by the agencies.

If data received from the CPR is entrusted to a service agency or similar for processing purposes, it will not be deemed to be disclosure to private enterprises, provided the data processor processes the data in compliance with the Danish Act on Processing of Personal Data.

If, in that connection, the data processor is registered as the recipient of the CPR data, the data processor must warrant that the controllers (enterprises etc., cf. section 38(1) of the Danish Civil Registration System Act) and the data processor have made agreements/taken measures to ensure that persons registered may exercise their rights under the Danish Act on Processing of Personal Data, including any rights requiring knowledge of the identity of the controller. Accordingly, the persons registered must be able to receive information directly from the data processor about any enterprises etc. subscribing to information from the CPR about them.

The data processor must process data in accordance with these terms and conditions. Any CPR material which must be stored in locked cabinets when not used must be treated as confidential and must not be accessible by any third party.

#### Private enterprises' use of CPR data for statistical or research purposes

Reference is made to the Danish Health Authority, which is responsible for disclosure of CPR data for statistical or research purposes.

#### Marketing

The data delivery from the CPR may contain information that a person has declined communications made for marketing purposes.

Such designation in the CPR protects against marketing pursuant to section 6 a of the Danish Marketing Practices Act and against disclosure of data etc. for use in connection with marketing by a third party enterprise. See section 36 of the Danish Act on Processing of Personal Data.

### Payment

The costs in connection with data delivery from the CPR are payable by the receiving private enterprise. Payment must be made directly to Statens Administration, which handles invoicing on behalf of the Central Office of Civil Registration.

Any questions and correspondence relating to invoicing should be addressed to the Central Office of Civil Registration. The fee for data delivery from the CPR is invoiced at the unit prices applicable from time to time.

The fee is payable from the time when the Central Office of Civil Registration has established the necessary software/access to the CPR.

Unit prices are available on request from the Central Office of Civil Registration.

The Central Office of Civil Registration may request payment in advance, for example as an on-account payment.

If the client discloses information received from the CPR for commercial purposes, the Central Office of Civil Registration reserves the right to receive payment (royalty) in an amount to be determined by the Central Office of Civil Registration.

### Operational matters

The CPR is available 24 hours a day, seven days a week.

Batch deliveries will be made Mondays to Fridays after 6:00 pm, except on 5 June, 24 December and 31 December. In addition, special batch deliveries may be made pursuant to separate agreement.

For purposes of service and maintenance etc., the system may be shut down briefly, usually during weekends. The date and time of system shutdowns will be announced at [www.cpr.dk](http://www.cpr.dk) and through news tickers in the CPR.

CPR products used for system-to-system solutions are continuously adapted to the requirements of the surrounding world. The client will be notified of any changes to individual products at a minimum of three months' notice. Any costs incurred by the client for any necessary adaptation in that connection are payable by the client.

Any transfer of the CPR operation to another IT supplier will be notified at a minimum of three months' notice. Any costs incurred by the client for any necessary adaptation in that connection are payable by the client.

### Errors and defects

In the event of errors or defects in a data delivery, and if such errors or defects are exclusively due to matters attributable to the Central Office of Civil Registration, the Central Office of Civil Registration will remedy such errors or defects and/or make a replacement delivery without any undue delay.

If the Central Office of Civil Registration duly remedies errors or defects or makes a replacement delivery, the client of the CPR may not raise any other claims relating to errors or defects.

Support is available during the normal office hours of the Central Office of Civil Registration and CSC Danmark A/S. CSC's help desk is available 24 hours a day on tel. (+45) 36 14 61 92; however, only in relation to system errors in the CPR.

### Liability

The Central Office of Civil Registration is not liable for any consequential loss, loss of profit or any other indirect loss. The liability of the Central Office of Civil Registration will not exceed the amount paid in connection with the data delivery from the CPR.

### Force majeure

If the Central Office of Civil Registration or the client of the CPR is prevented from meeting its obligations due to circumstances arisen after the signing of the agreement, the Central Office of Civil Registration or the client, as the case may be, is entitled to cancel this agreement unless the relevant party ought to have taken into account the circumstances preventing the performance of the agreement at the time when the agreement was made.

The Central Office of Civil Registration acknowledges that the operation of the CPR is essential, and the Central Office of Civil Registration will therefore take any appropriate measures in order to ensure continued system operation in the event of force majeure, including strikes and lockouts.

### Disputes

Any dispute arising from data delivery from the Central Office of Civil Registration to clients of the CPR will be resolved by arbitration pursuant to Danish law. The tribunal will be set down by the Danish Institute of Arbitration in accordance with the Rules of Arbitration Procedure of Danish Arbitration.

### Termination

The client may terminate the agreement with the Central Office of Civil Registration on data delivery from the CPR giving one month's written notice to expire at the end of a month.

The Central Office of Civil Registration may terminate the agreement on data delivery from the CPR with immediate effect in the event of breach of the agreed terms and conditions and in the event of default.

In connection with legislative changes, technical developments, efficiency improvement measures, etc., the CPR may make amendments in relation to data delivery and data forms or phase out service products, output media, etc. giving reasonable notice.