

Data protection information, declaration of consent and terms of use for Cisco Webex and Microsoft Teams video conferencing systems

at Neenah Gessner

With Webex and Microsoft Teams, Neenah Gessner offers platforms for online meetings and video conferences for internal and external communication and collaboration. In the following, Neenah Gessner informs you about data processing (data protection) and about the terms of use to be observed. Please read them carefully and note in particular that by using the video feature, you (voluntarily) consent to participate in conferences via Microsoft Teams and Cisco Webex with video transmission (Section III.2 of the Privacy Policy). On the special legal requirements for a recording of video conferences (No. 11 of the Terms of Use) is expressly indicated. All users are obliged to comply with the Terms of Use.

Information on data protection in accordance with the EU General Data Protection Regulation (GDPR)

With the following information, we would like to give you an overview of the processing of your personal data by us and your rights under data protection law. Which data is processed in detail and in what way it is used depends largely on the circumstances in the individual case and on what is necessary for the fulfilment of tasks in the existing employment relationship.

I. Who is responsible for data processing and who can I contact?

Responsible for data processing within the meaning of the GDPR is:

**Neenah Gessner GmbH or
Neenah Services GmbH & Co. KG** (for employees of this company)

Otto-von-Steinbeis-Str. 14b
83052 Bruckmühl, Germany

Phone: (08062) 703-0
Fax: (08062) 703-255
E-mail: gessner@neenah.de

You can reach our external data protection officer at:

RA Dr. Karsten Kinast, LL.M.
Hohenzollernring 54
50672 Cologne

Phone: +49 221 - 222 183 0
E-mail: mail@kinast.eu

II. Purpose and scope of processing

Your personal data will be processed to enable your participation in video or online meetings with audio and video transmission for internal and external communication and collaboration, chats and discussions, as well as the storage and joint editing of files via Microsoft Teams and Cisco WebEx.

The following personal data is processed in the systems:

- First and last name
- E-mail address and, if applicable, other business contact details
- User data: IP address, login name, profile picture (voluntary), position and/or function in the company, organizational unit, company, location, any assigned tasks (using Planner), calendar entries (link to Outlook), status information on availability (e.B. available, busy, absent, offline, etc.), profile picture (voluntary)
- Image and video data when using the video function (voluntary)
- Chat and message histories
- log data, connection data
- For recordings (voluntary): MP4 files of all video, audio and presentation recordings, M4A file of all audio recordings.
- When dialing in with the telephone: Indication of the incoming and outgoing phone number, country name, start and real time. If necessary, further connection data such as the IP address of the device can be stored.

III. On what legal basis do we process your data?

1. Use of video conferencing systems without video function (online telephony, dial-up by telephone, chat function)

Insofar as personal data of employees are processed for the performance of service tasks, Art. 88 GDPR, § 26 para. 1 sentence 1 Federal Data Protection Act (BDSG) is the legal basis for data processing. Insofar as personal data of external persons (customers, interested parties, suppliers, service providers, etc.), Art. 6 para. 1 lit. b or f GDPR are the legal basis for data processing.

2. Video function (image and sound transmission without recording)

The Processing of your data for the Usage of Video conferencing systems with video function we support in accordance with Article 6(1) Lit. a, Art. 7 GDPR or § 26 Abs. 2 BDSG (if you are employed by Neenah Gessner) on that of you implied with switching on the video function Consent given (voluntary) and for external parties on Art. 6 para. 1 Lit. b or f GDPR, insofar as the use of the video function is necessary for the execution of an existing contractual relationship, for the initiation of a contract or for the protection of our legitimate interests.

Declaration of consent for the use of the video function

By using the video feature, you agree that your participation in conferences will be via Microsoft Teams and Cisco Webex with video transmission.

Hint:

The use of the video function is voluntary and you can revoke your consent at any time and without giving reasons with effect for the future by no longer using the video function. If you do not want to use the video function (anymore), you will not suffer any disadvantages. If you do not (or no longer) agree to the use of the video function, you are obliged to ensure that your camera is switched off during video conferences.

3.

necessary in individual cases for the achievement of the goal of the video conference, the recording is in a reasonable proportion to the pursued goal and if you enter the recording on a voluntary basis in accordance with Art. 6 para. 1 lit. a, Art. 7 GDPR or § 26 Abs. 2 BDSG (if you are employed by Neenah Gessner).

IV. Who gets my data?

Within our company, those bodies receive access to your data that need it within the framework of the operational organization. Service providers and vicarious agents employed by us may also receive data for these purposes if they undertake to maintain confidentiality.

Under these conditions, recipients of personal data may be, for example. B:

- Microsoft Corporation (Redmond, Washington, USA)
- If applicable, other Group companies of Microsoft
- Sub-processors for Microsoft Online Services, if any

All products and services provided by Microsoft for business-to-business collaboration are part of the Microsoft 365 portfolio and are provided by Microsoft Cooperation as Software as a Service (SaaS). Microsoft's privacy policy is available here:

<https://www.microsoft.com/de-de/microsoft-365/microsoft-teams/security> and <https://www.microsoft.com/de-de/trust-center> here.

- Cisco Systems, Inc. (California, USA)
- Additional Cisco Affiliates, If Applicable
- Cisco sub-processors, if applicable

Cisco Webex is a provider of video conferencing, IP telephony, instant messaging, file transfer, and screen sharing. All business-to-business collaboration products and services provided by Cisco Webex are part of the Cisco Collaboration Portfolio and are provided by Cisco Systems, Inc. as Software as a Service (SaaS). Cisco's privacy policy is <https://www.cisco.com/c/de-de/about/legal/privacy-full.html> here and <https://trustportal.cisco.com/c/dam/r/ctp>

</docs/privacydatasheet/collaboration/cisco-webex-meetings-privacy-data-sheet.pdf> available here. All data security precautions at Cisco Webex can be found here:
<https://software.cisco.com/download/home/286313791>.

- Itelio GmbH (Germany) for external IT support at Neenah Gessner

As part of the use of Microsoft Teams and Cisco Webex, data may be transferred to third countries. The video content is transmitted encrypted, so that access by the service provider is excluded. For those States for which there is no adequacy decision by the Commission, the service providers shall offer appropriate safeguards for the transfer of data.

If your data is passed on, this will only be done in compliance with confidentiality and only to the extent permitted by a legal basis.

Hint:

All participants in the video conference have access to video conference content, chats and screen sharing in the sense of seeing, hearing and reading, provided that they use these functions.

V. How long will my data be stored?

We only store your personal data until the purpose of its collection has ceased to exist or you have revoked your consent to data processing and provided that there are no statutory retention obligations or other reasons to the contrary. In the event of a revocation, no further transfer will take place.

VI. What other data protection rights do I have?

As a data subject, you have the right to:

- Information, Art. 15 GDPR,
- Correction, Art. 16 GDPR,
- Deletion, Art. 17 GDPR,
- Restriction, Art. 18 GDPR,
- Data portability, Art. 20 GDPR,
- Revocation of a given consent for data processing at any time without giving reasons, Art. 7 para. 3 GDPR,
- In addition, there is a right of appeal to a competent data protection supervisory authority (Article 77 GDPR in connection with § 19 BDSG). If you believe that the processing of your personal data violates the GDPR.

Terms

The following basics for dealing with the video conferencing software provided by us must be observed when using it.

1. Before using the tool, i.e. before collecting the data, the corresponding data protection information should be taken note of.
2. Each participant must be at least 16 years old.
3. When setting up the account, in s. to (voluntarily) protect the photo and copyrights when using a profile picture. In the settings and in the software used (e.g. browser), the setting of advertising cookies and tracking must be excluded. The attention tracking function must be switched off before the start of use.
4. Hosts and participants may not pass on their login data to third parties.
5. Participant invitations may only be made to authorized persons. This is intended to prevent access to personal data by unauthorized third parties.
6. As a rule, no content should be exchanged via this service that requires a high level of protection or is strictly confidential. Excluded is the use for the processing of special categories of personal data, e.B. health data.
7. When sharing the desktop, the following should be noted: Only what is required for the meeting should be shown. Therefore, the desktop should be shown without file and folder icons as long as they are not required for video conferencing. Also, no notifications about new mails should appear on the split screen.
8. In addition, care must be taken to ensure that the requirements of copyright are complied with when using copyrighted media. This includes, in particular, the permissibility of the use of protected works (e.g. by permission, right to quote or use in teaching and teaching under the conditions of § 60a UrhG) as well as the correct and visible naming of the sources.
9. Chat histories, file exchange and other data collection should be available for the required period of time, i.e. as far as they are necessary for the concrete fulfillment of tasks, and then be automatically deleted. In the case of chat, this should be the case after the end of the video conference. In the case of file exchange, for example, a period of a few hours or a day can be selected within which the employees have time to download and store the data elsewhere.
10. It is possible to record the video conference. The following should be noted:
 - a) The default settings must be selected in such a way that no automatic recording takes place.
 - b) Only the host or an alternative host should be able to record a meeting. The recording option for other participants should not be available.
 - c) Before starting a recording, participants must be informed accordingly. Therefore, the tool must be set so that before starting the tool or recording, a message with the necessary information appears to all participants, as well as a signal sounds announcing a recording.
 - d) A recording may only take place with the express consent of the participants concerned and only to the extent that this is necessary within the framework of applicable law and for official purposes or for the specific fulfillment of tasks. In the case of application procedures, a recording should not be made.
 - e) If participants do not agree with their recording, the microphone and, if the camera image is visible, the camera should be switched off. Questions about the course can be sent to the host by e-mail. In addition, the host should be obliged not to "unmute" the microphone of individual or all participants at so-called "mute on join" events under any circumstances too unsolicited (a suitable request could be made in chat or by handraising).
 - f) There should be no sensitive information in the background of a video conference. The video conferencing

- tools offer the possibility to completely gray out the background. This should be done before each video conference by the participants
- g) In the case of recordings, areas such as chat and logs should not be included in the recording, unless this is absolutely necessary for the specific performance of the task.
 - h) Lawfully created recordings may only be uploaded to the platforms/systems designated for this purpose within Neenah Gessner. It is not permitted to file records with external providers.
 - i) The unlawful recording and use of records are punishable if this violates the confidentiality of the word (§ 201 criminal code).
11. The creation of screenshots and recording by external programs/tools on the part of the participants is not permitted.
12. Use for private purposes is prohibited.
13. Misuse that deviates from the purpose is prohibited. This includes in particular the unauthorized modification, deletion, suppression or rendering unusable of data, the dissemination of material of unconstitutional organizations or unconstitutional, in particular racist ideas, dissemination of pornographic content, offences against personal honor, in particular insults or slander, violations of other legal regulations (e.B. Criminal Code, Youth Protection Act, data protection laws, copyright law) or against Neenah Gessner's internal regulations, the damage to the reputation of Neenah Gessner or a use against the interests of Neenah Gessner.
14. Users who violate these Terms of Use may be temporarily or permanently excluded from use. In principle, the exclusion is preceded by a request to refrain from the objectionable conduct and a written or oral hearing of the user, in which the possibility of exclusion is pointed out. Excluded users can be admitted again if it is ensured that the abusive behavior will be omitted in the future. Further labour law and/or disciplinary measures will not be excluded in the event of a breach of these Terms of Use.