

General terms and conditions for Fordonsurval of Vehicle and owner data from the Swedish Road Traffic Registry

1 Objective

The object of these conditions is to clarify the rules and regulations that the Customer and the Swedish Transport Agency must follow when the Customer requests a copy of the vehicle and owner data from the Swedish Road Traffic Registry.

The conditions further seek to clarify the purpose for which the data may be Processed, the Customer's responsibilities regarding lawful personal data processing and other rules and regulations that the Swedish Transport Agency and the Customer shall follow.

Data may only be used by the Customer for the purposes that the Swedish Transport Agency has decided on in each individual case, in accordance with the stated purpose, as specified by 2 kap. 5 § 1-6 p. och 6 § Vägtrafikdatalag (2019:369).

Whomever receives access to data from the Swedish Road Traffic Registry must comply with the applicable Data Protection Directive.

2 Villkorens giltighet och uppgörande

2.1 Transportstyrelsen har vid var tid rätt att göra ändringar och tillägg i dessa villkor.

2.2 Dessa villkor gäller från och med den 1 juli 2019 och ersätter tidigare villkor. Villkoren gäller tillsvidare eller till dess att de av Transportstyrelsen förklarats ogiltiga, eller inte tillämpliga genom avtal, avtalsbilaga eller nya villkor.

3 Definitions

Advertising blockage

Refers to information that the vehicle's owner has requested an Advertising blockage for the Swedish Road Traffic Registry or other registry.

Client

A company or physical person that buys distribution, advertisement or marketing analyses, or their equivalent, from the Customer.

Customer

The person who has ordered Fordonsurval from the Swedish Road Traffic Registry.

Data controller

A physical or legal person, public authority, institution or other body that singularly, or together with others, determine(s) the purpose and resources for Processing of Personal Data.

Data processor

A physical or legal person, public authority, institution or other body that singularly processes Personal Data on behalf of the Data controller.

Data Protection Directive

- a) that which at all times complies with the European Parliament and the Council's directive (EU) 2016/679 of 27 April on the protection of natural persons with regard to the processing of personal data and the free flow of such data and of the repealing of Directive 95/46 EC (General Data Protection Regulation), (Data Protection Regulation) as well as
- b) other legislation according to Union laws or Swedish law (including sector-specific regulations applicable to the Swedish Transport Agency or regulations issued in connection with such legislation) that from time to time, entirely or in part, replaces or supplements the General Data Protection Regulation (GDPR) as well as
- c) judicial decisions, decisions, guidelines and general advice from relevant authorities/agencies (including Article 29 Working Party/European Data Protection Board) that from time to time is applicable to Processing of Personal Data.

Period of prohibition

Refers to the period of time that the Customer is denied the ability to purchase data via the Fordonsurval service.

Personal data

Any requested information refers to an identified or identifiable physical person, whereby an identifiable physical person is a person that directly or indirectly can be identified, particularly with reference to an identifier such as a name, an identification number, location information or online identifiers or one or several factors that are specific to the physical person's physical, physiological, genetic, psychological, economic, cultural or social identity.

Personal data breach

A security breach that leads to unintentional or unlawful destruction, deletion or manipulation, unauthorised disclosure of or access to Personal Data that is transferred, stored or in any way Processed.

Point of delivery

Equivalent to the location where the Swedish Transport Agency makes the selection of information available to the Customer.

Processing of personal data

Each measure or series of measures taken in regard to the question of Personal Data, whether or not it occurs automatically. Examples of such measures include the collection, registration, organisation, storing, processing or changing, recycling, retrieving, use, disclosure via submission, dispersion or forwarding or other supplying of data, compilation or cross-referencing, blocking, deletion or destruction.

Refining of personal data

Refining of personal data means that the Customer organises, structures and/or processes Personal Data in such a way that a new product or service is created that is not considered to be similar to the service that the Swedish Transport Agency offers through this agreement. Example: The Customer purchases data from the Swedish Road Traffic Registry for environmental purposes. The Customer cross-references the data with other environmental data. Based on the cross-referencing, the Customer compiles environmental statistics that are then offered for sale. Thus, the Customer has created a new product.

Registered

An identified or identifiable living physical person that Personal Data refers to.

Swedish Road Traffic Registry

Registry maintained by the Swedish Transport Agency that contains data on vehicles and their owners, driver's license types, authorisation to drive vehicles operating as taxis, possession of tachograph cards, vehicle inspections, data for control of payment of parking fines, etc.

Third Country

Country outside of the EU or EEA.

Verification address

A method for following-up the Customer's processing of delivered address information from the Swedish Transport Agency.

4 Customer's responsibility

- 4.1 When purchasing information through the service "Fordonsurval", the customer agrees that they have read and fully accepted the General Conditions for Fordonsurval of vehicle and owner data from the Swedish Road Traffic Registry.
- 4.2 The Customer is responsible for ensuring that all Processing of Personal Data from the Swedish Road Traffic Registry occurs in accordance with the applicable Data Protection Directive.
- 4.3 The customer is the Data controller and is responsible to ensure that any Sub-contractor or Client has read and follows the General Conditions for Fordonsurval of vehicle and owner data from the Swedish Road Traffic Registry.
- 4.4 The Customer shall notify the Swedish Data Protection Authority (Datainspektionen), within 72 hours, if the Customer is made aware of or suspects that a Personal Data Breach concerning Personal Data from the Swedish Road Traffic Registry has occurred.
- 4.5 The Customer is responsible for notifying the Swedish Transport Agency of any follow-up and control of the Customer's compliance with these conditions by providing requested information and any documentation within 72 hours.
- 4.6 Errors or omissions that the Customer wishes to point out shall be reported to the Swedish Transport Agency within ten (10) working days from the time the data was provided.
- 4.7 Provided no intent or gross negligence exists, the Customer's liability shall be limited to direct losses and not to exceed a maximum amount of one (1) times the (Price) Basic Amount, of the period when the damage occurred, in accordance with the National Insurance Act (1963:381). The maximum amount applies per claim.

5 Swedish Transport Agency's responsibilities

- 5.1 The Swedish Transport Agency is responsible for disclosing data to the Customer using the technical method decided on by the agency in each individual case.
- 5.2 The Swedish Transport Agency does not disclose data if it can present a risk to the Registered Person's personal integrity.
- 5.3 The Swedish Transport Agency is not responsible for damages or inconveniences caused by incorrect data in the registry, except where specified by law or regulation.
- 5.4 In accordance with 4.6, errors or omissions, in connection with deliveries that are communicated to the Swedish Transport Agency, shall result in the Customer being compensated with a new delivery to the extent that the error or omission existed.
- 5.5 The Swedish Transport Agency's responsibility is limited to verified direct costs for the correction of errors that are the result of negligence or wilful misconduct by the Swedish Transport Agency.

6 The Customer's Processing of Personal Data

- 6.1 The Customer shall Process Personal Data from the Swedish Road Traffic Registry in accordance with the purposes referred to in the applicable Data Protection Directive.

- 6.2 The Customer has provided the Swedish Transport Agency with the purpose why the Customer is gathering Personal Data. Personal Data may not be Processed for any purpose that is incompatible with the purpose that the Personal Data is being collected by the Customer.
- Example: Data that has been collected for direct marketing must not be used for updating, supplementing or checking of customer lists, membership lists or similar lists.
- 6.3 For each individual case, the Swedish Transport Agency has the right to request documentation that the agency deems relevant for review. If the customer fails to submit the documentation, then the Swedish Transport Agency has the right to deny any sale of information from the Swedish Road Traffic Registry.
- 6.4 If the Customer wants to Process Personal Data from the Swedish Road Traffic Registry for any other purpose than what the Customer reported to the Swedish Transport Agency, then the Customer shall submit information for a new purpose to the Swedish Transport Agency to enable a new review to be conducted.
- 6.5 Personal Data can only be published at an aggregate level and only if it can be ensured that the individual Registered Person must not be directly or indirectly identified. Registration numbers and chassis numbers may be shown as a receipt of the online service user's specified corresponding registration number or chassis number.
- 6.6 The Customer is responsible to ensure that Personal Data is not resold in its unprocessed form.
- 6.7 The Customer can only cross-reference Personal Data from the Swedish Road Traffic Registry in accordance with the purpose for which the data has been gathered.
- 6.8 Personal Data that the Customer has supplied through Fordonsurval for direct marketing must not be stored longer than three (3) months from and including the time of its Point of deliverance.
- 6.9 Personal Data that has been supplied through Fordonsurval must not be processed for direct marketing when the address information is shown as Personuppgiften Skyddad, 701 88 ÖREBRO.
- 6.10 Personal Data that has been supplied through Fordonsurval must not be processed for direct marketing when the vehicle's owner has requested Advertising blockage.
- 6.11 For direct marketing, use the source address: Transportstyrelsen, 701 88 ÖREBRO.
- 6.12 The Swedish Transport Agency is able to use Verification Addresses to check the Customer's use of the data.
- 6.13 The Customer is responsible for notifying their employees or any others who, through these conditions, are given access to Personal Data that Personal Data must not be Processed in breach of these conditions or the Data Protection Directive.
- 6.14 The Customer or an employee of the Customer who requires access to Personal Data for their work, shall be permitted access. The Customer shall ensure that there is a satisfactory system in place with regard to authorisation checks.

- 6.15 Personal Data that is collected for purposes other than direct marketing must not be stored longer than what is necessary for Processing of the Personal Data. The Customer shall immediately delete the Personal Data once the Customer has completed their Processing.
- 6.16 The Customer shall follow any decisions that the Swedish Data Protection Authority (Datainspektionen) makes on measures to fulfil the security requirements regarding the Data Protection Directive. The Customer shall allow inspections that the Swedish Data Protection Authority can require, according to the applicable Data Protection Directive for maintenance of the correct Processing of Personal Data.
- 6.17 Transfer of Personal Data to a Third Country is only permitted if transference is compatible with the applicable Data Protection Directive.

7 Non-Compliant processing of personal data

- 7.1 Should the Swedish Transport Agency be made aware that the Customer has Processed Personal Data in breach of the applicable Data Protection Directive, existing conditions or in breach of customs, then the Swedish Transport Agency has, in accordance with 7.2, the right to deny further purchases. The Swedish Transport Agency has the right to deny further purchases during a Period of prohibition for at least two (2) months and at most six (6) months. If after the Period of Prohibition, the Swedish Transport Agency deems that there is still a risk of Non-compliant Processing, then the agency has the right to prolong the Period of Prohibition.
- 7.2 During the time it takes to consider the matter of Non-compliant Processing of Personal Data, the Swedish Transport Agency has the right apply an interim stop, albeit for a reasonable amount of time, on all sales of data from the Swedish Road Traffic Registry.
- 7.3 If the information on Non-compliant Processing of Personal Data that the Swedish Transport Agency has been made aware of, is of such a serious nature that such processing creates a risk for the Registered Person's personal integrity, then the agency has the right to immediately deny any sales of data from the Swedish Road Traffic Registry.

8 The Swedish Transport Agency's collection of personal data

- 8.1 The Swedish Transport Agency has the right to sell data from the part of the Swedish Road Traffic Registry that refers to vehicle registration according to the mandate expressed in § 9 Regulation (2008:1300) with instructions for the Swedish Transport Agency.
- 8.2 The Swedish Transport Agency collects data on the Registered Person's personal identity number, full first and last name as well as the billing address that contains the street address, postal number and city.
- 8.3 The Personal Data that the Swedish Transport Agency collects according to 8.2 is only processed for invoicing, crediting, storage in the customer registry and for recovery of unpaid claims.
- 8.4 The Personal Data that the Swedish Transport Agency collects, according to 8.2, is saved in a customer register as long as the Swedish Transport Agency has need of it for the purpose expressed in 8.3 or until such time as the Registered Person objects to its processing.
- 8.5 The Registered Person shall contact the Swedish Transport Agency's Data protection officer with any questions on Personal Data Processing through the points of contact provided by the agency.

8.6 Data that the Swedish Transport Agency collects according to 8.2 is not processed in a Third Country.

9 Fees

9.1 The Customers pays the fees shown on the Swedish Transport Agency's specified location.

9.2 The Swedish Transport Agency determines if payment shall be made in advance or in arrears in each individual case. Payment in arrears shall be made no later than 30 days after the invoice date.

9.3 For non-payment following issuance of a late payment reminder, statutory late fees and interest will be imposed.