Data Processing Addendum

Concluded on:

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,

By and between:

<div style="border:1px solid #000; height:80px;"></div>

,

hereinafter referred to as "**Client**" or "**Data Administrator**",

and

<div style="border:1px solid #000; height:80px;"></div>

,

hereinafter referred to as "**Service Provider**" or "**Processing Party**".

This Data Processing Addendum hereinafter referred to as the "**Agreement**" is pursuant to the Terms of Use, Privacy Policy, Acceptable Use Policy and Anti-Spam Policy hereinafter referred to as the "**Terms**" which are updated from time to time by the Service Provider and located at https://elasticemail.com/resources/usage-policies/.

Considering that the Service Provider shall provide the Client with services which involve Transactional and Marketing Email Services and therefore, the Service Provider will process the personal data collected by the Client,

the Parties have concluded as follows:

1.Statements of the Parties

1.1   The Data Administrator entrusts the Service Provider with processing of personal data including but not limited to:
- Contact data
  - Email address
  - First name
  - Last name
  - Consented IP Address
  - Created From IP Address
  - Last IP Address
  - Last Country

- ○ Last Latittude
  - ○ Last Longitude
  - ○ Any custom contact fields the Client creates at their sole discretion to store and merge through email communication using Service Provider services.
- Any other personal data that the Client includes at their sole discretion in the subject or body of email communications using Service Provider services.
- Sender data including From email, From name, Reply to email, Reply to name, CC email, BCC email and Sender name.
- Phone numbers used for SMS communication.
- Any other personal data that the Client includes at their sole discretion in the body of SMS communications using Service Provider services.
- Any custom survey fields the Client creates at their sole discretion to store using Server Provider services.
- Any custom merge fields the Client provided at their sole discretion to process using Service Provider services.
- All Account data provided during sign-up and using of Service Provider services:
  - ○ Account and Sub-accounts Email address
  - ○ Account and Sub-accounts First name
  - ○ Account and Sub-accounts Last name
  - ○ Account and Sub-accounts Display name
  - ○ Account and Sub-accounts Phone number
  - ○ Account and Sub-accounts Address
  - ○ Account and Sub-accounts Zip/Postal code
  - ○ Account and Sub-accounts City
  - ○ Account and Sub-accounts State/Province
  - ○ Account and Sub-accounts Country
  - ○ Account and Sub-accounts Company
  - ○ Account and Sub-accounts Website
  - ○ Account and Sub-accounts Tax ID number
  - ○ Account and Sub-accounts Sending Domains
  - ○ Account and Sub-accounts BCC email addresses
  - ○ Account and Sub-accounts Default sender
  - ○ Account and Sub-accounts Unsubscribe notification email addresses
  - ○ Account SMS number
  - ○ Account system notifications email addresses
  - ○ PayPal Email address

- Payment First name
- Payment Last name
- Payment Phone number
- Payment Address
- Payment Zip/Postal code
- Payment City
- Payment State/Province
- Payment Country
- User Email address
- User First name
- User Last name

2.1   The Service Provider declares that they have the means to perform the processing of the personal data entrusted to them by the Data Administrator in a proper manner, within the scope and purpose of this Agreement.

3.1   The Service Provider shall not alter, remove or use the personal data entrusted in any manner other than for the provision of necessary services to the Data Administrator. In addition, the Service Provider agrees to maintain full confidentiality in terms of the data entrusted for the processing services.

4.1   The Service Provider also declares that persons engaged in processing of the personal data entrusted have been given authorisation to the processing of personal data and that they have been briefed with the legal provisions on the protection of personal data and the responsibility for failure to do so, have undertaken to comply with them and to safeguard the confidentiality of personal data processed and their security details for an indefinite time.

5.1   The Service Provider does not intentionally collect or process any special categories of data in the provision of its service. The Client agrees not to provide special categories of data to Service Provider at any time. The personal data transferred to the Service Provider for processing is controlled and determined by the Client in its sole discretion. Therefore, the Service Provider has no control over the sensitivity of the personal data processed through its service by the Client.

2. Purpose, range, processing location of the personal data entrusted

2.1   Data Administrator entrusts the Service Provider with the processing of personal data referred to in paragraph 1 of the Agreement solely in connection with the following services:

> Cloud-based management of marketing and transactional email delivery and analysis services. The primary service is to deliver email communications on behalf of the Client to its recipients. The content of the email communications are determined by the Client in its sole discretion. Secondary services provided

for the Client include analytics of the email communications, SMS communications, subscriber sign-up and survey tools.

2.2   The Service Provider undertakes to process the personal data entrusted solely for the purposes of the services provided and only insofar as is necessary to fulfill these purposes.

2.3   Upon request of the Data Administrator or by the Data Subject, the Service Provider will indicate the areas in which they process the entrusted data.

3. Personal data processing terms

3.1   The Parties undertake to fulfill the obligations arising from this Agreement with the utmost professional care in order to ensure legal, organizational and technical security of the interests of the Parties in respect of the processing of the personal data entrusted.

3.2   The Service Provider shall undertake to use technical and organizational measures in order to provide security for the processing of personal data in reasonable manner, appropriate to the risks and the category of subject matter, in particular to secure them from the release to unauthorized persons, seizure by an unauthorized person, data processing in breach of the legal provisions, as well as any change, loss, damage or destruction. Detailed security measures of Service Provider are described in the link below and are updated from time to time:

https://elasticemail.com/resources/usage-policies/security/

3.3   The Service Provider declares that the IT systems applied to the processing of data entrusted meet the requirements of the current legislation in force.

3.4   The Processing Party, having regard to the nature of the processing, as far as possible helps the Data Administrator through appropriate technical and organizational measures to meet the obligations to respond to the request of the Data Subject in the exercise of their rights.

3.5   The Processing Party is accordingly obliged to notify without undo delay the Data Administrator of any suspected infringement or actual infringement of the protection of the personal data - no later than within (72) hours of the suspected violation or breach of the protection of personal data. In the notice, the Processing Party is obliged to indicate the incident circumstances, probable causes and measures which have been taken following the incident in order to minimise its adverse impact - along with the necessary documentation. The Processing Party is required to provide the Data Administrator with the opportunity to participate in clarifying the incident circumstances. The Processing Party is obliged to provide all information and explanations as well as take any actions which will allow the Personal Data Administrator to satisfy the reporting obligation to the appropriate Supervisory Authority.

3.6   The Processing Party, having regard to the nature of the processing and the information available to them, shall help the Data Administrator to meet the obligations referred to in Article 32 to 36 of regulation of the European Parliament and of the EU

Council 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

3.7   Upon termination of the provision of the personal data protection-related services, the Processing Party, in accordance with the decision of the Client shall remove or return any personal data as well as remove all their existing backups, unless specific legal provisions oblige them to continue to store the personal data in question.

3.8   The Processing Party provides the Data Administrator with all information necessary to demonstrate that the obligations set out in this Agreement have been fulfilled and allows the Data Administrator or the auditor authorized by the Data Administrator for conducting the audits, including inspections and shall contribute to them.

3.9   The Processing Party is entitled to use the services of another processing entity in order to provide services to the Data Administrator, agreement to which is confirmed by the Data Administrator by entering into this Agreement. The use of the services of another data-processing entity requires the conclusion of an applicable personal data processing agreement with this entity in order to guarantee the implementation of the commitments of the Service Provider to the Client under this Agreement. The Sub-processors currently engaged by the Service Provider and authorized by the Client are listed in Annex A.

4. Liability of the Parties

4.1   The Data Administrator shall bear the responsibility for compliance with the provisions of law with respect to the processing and protection of personal data according to the regulation of the European Parliament and of the EU Council 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/ EC (General Data Protection Regulation).

4.2   This does not exclude the liability of the Service Provider for the processing of the data in breach of this Agreement.

4.3   The Processing Party bears liability for the damage caused by processing, if they have not fulfilled the obligations imposed by this Agreement or when they have worked outside the lawful instructions of the Data Administrator or contrary to these instructions.

5. Final provisions

5.1   In any case when this Agreement refers to the provisions of law, this also means other provisions on the protection of personal data and any amendments which will enter into force after the conclusion of the Agreement, as well as legal acts which will replace the applicable laws and regulations.

5.2   The Agreement is downloaded for Client signature. A copy of the downloaded Agreement is stored under your Account for the Service Provider's reference.

5.3   This Personal Data Processing Agreement is in force for the duration of the provision of personal data processing-related services for the Data Administrator.

6. Signatures

Client
Signature below:

Service Provider
Signature below:

ANNEX A
Current List of Sub-Processors

Name	Purpose	Country	Optional
OVH	Main hosting provider.	France	NO
Ezzi	Cloud hosting provider potentially used for delivering the Client email communications.	USA	YES
Colocation America	Cloud hosting provider potentially used for delivering the Client email communications.	USA	YES
iWeb	Cloud hosting provider potentially used for delivering the Client email communications.	Canada	YES
Google	Cloud hosting provider used for potential elasticemail.com email communications.	USA	YES
Twilio	Cloud communication provider used for sending our profile verification SMS messages to Client and delivers potential SMS communications for the Client.	USA	YES
Intercom	Cloud support desk software used for tracking our Client questions and issues. Service Provider account creation and subsequent sign-in share Service Provider account information with Intercom to provide the best customer care possible.	USA	NO
Atlassian	Bug tracking software that integrates with Intercom to track issues that customers might raise about Service Provider.	EU	YES
Stripe	Payment gateway to collect fees from Client where app	USA	YES
PayPal	Payment gateway to collect fees from Client	USA	YES