

## **DATA PROCESSING AGREEMENT**

### **APPENDIX TO TERMS OF USE**

*This data processing agreement concerns commissioned processing of Personal Data according to the following sections. The following regulations apply to services performed by us for you on the basis of Terms of Use and to all activities in which our staff or third parties commissioned by us may come into contact with your Personal Data.*

#### **1. Definitions**

1. For the purpose of this DPA, the following definitions apply:
  - 1) "GDPR" - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation);
  - 2) "SCC" - Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council;
  - 3) "Services" - services performed by us on the basis of the Terms of Use related to the Processing of the Personal Data; the description of services can be accessed at <https://analyzz.com/>;
  - 4) "Terms of Use" - terms and conditions available at <https://analyzz.com/tos/>;
  - 5) "your Personal Data" - data described in Annex 1 of this DPA and any other Personal Data processed by us on behalf of you pursuant to this DPA.
2. In this DPA, the terms "Process/Processing", "Terms of Use", "we/us/our", "you/your", "Data Controller", "Data Processor", "Data Subject", and "Personal Data Breach" shall have the same meaning as in the GDPR or in Terms of Use.

#### **2. Basic principles**

1. In the course of providing the Services on the basis of Terms of Use, we may Process your Personal Data indicated in Annex 1 as Data Processor or further Data Processor on behalf of you. We shall Process your Personal Data only for performance of the Services.
2. You represent and warrant that you:
  - 1) are the Data Controller or Data Processor of your Personal Data and you Process them in accordance with the applicable law including GDPR;
  - 2) have authorized the Processing by us on your behalf.

3. We shall only Process the types of your Personal Data relating to the categories of Data Subjects as set out in Annex 1.
4. Whenever you modify the list of your Personal Data indicated in Annex 1, you are obliged to inform us in writing in order to obtain our consent for Processing of such modified set of your Personal Data.
5. We Process your Personal Data only on documented instructions from you. The Parties agree that your Personal Data shall be Processed in accordance with your instructions, which shall be sent to the following e-mail address: [privacy@outmatic.pl](mailto:privacy@outmatic.pl) Instruction relating to a change of scope or manner of provision of the Services means assigning us with additional works or services for which we are entitled to additional remuneration. We shall immediately inform you if an instruction infringes GDPR or other EU or applicable data protection provisions.
6. We shall obligate all persons authorized to Process your Personal Data to confidentiality or ensure that they are subject to an appropriate statutory duty of confidentiality.

### **3. Term of the Processing; deletion and return of your Personal Data**

1. Your Personal Data shall be Processed during the period of the provision of the Services on the basis of the Terms of Use.
2. Following the date of termination of Terms of Use, we shall delete any Personal Data, within **6 months**. You agree that we have no additional obligation to continue to hold, export or return Personal Data.

### **4. Technical and organizational measures**

1. We shall implement appropriate technical and organizational measures as indicated in Annex 2.
2. We are allowed to implement alternative adequate measures to those indicated in Annex 2 without necessity to amend this DPA. The safety level of the measures shall not be undercut.

### **5. Cooperation with regard to your Personal Data**

1. We shall assist you as the Data Controller as indicated in article 28.3 GDPR.
2. We shall assist you as the Data Controller by appropriate technical and organisational measures for the fulfilment of the Data Controller's obligation to respond to requests for exercising the Data Subject's rights to access their Personal Data.

3. We shall assist you, if needed, in ensuring compliance with the obligations pursuant to the GDPR with respect to ensuring security of Processing, notification of a Personal Data Breach to the supervisory authority, communication of a Personal Data Breach to the data subject, assessment of the impact of the envisaged Processing operations and mandatory consultation with the supervisory authority.
4. We shall make available to you all information necessary to demonstrate compliance with the obligations laid down in the GDPR.
5. If providing co-operation, assistance, support, report, providing details, information or any similar activity requested by you relating to Processing of your Personal Data, whatever is the basis for such activity, including requested activities on the basis of SCC, generate or would generate any additional costs or requires involvement of additional resources, you shall cover any reasonable costs of those activities specified by us.
6. We shall notify you with undue delay if we become aware of Personal Data Breach that has taken place with regard to this DPA.
7. You shall have the right to conduct an audit subject to the following terms and conditions:
  - 1) you shall notify its intention to conduct an audit at least 60 days before the proposed date of audit by sending e-mail to the following e-mail address: [privacy@outmatic.pl](mailto:privacy@outmatic.pl);
  - 2) during an audit you shall comply with our internal procedures;
  - 3) we may make participation in such audit conditional upon prior execution of an appropriate confidentiality agreement with us;
  - 4) audit should not be conducted more frequently than once per calendar year and shall not last longer than 1 day;
  - 5) each party shall cover its own costs connected with an audit.

## **6. Subprocessors**

1. You hereby grant general authorization to Processing of your Personal Data by our subcontractors. We shall inform you of any intended changes concerning the addition or replacement of subprocessors.
2. Any Processing of your Personal Data to a third country or an international organization shall take place in compliance with Chapter V of GDPR. There is no requirement to obtain consent for Processing of your Personal Data in third country or by an international organization.

## **7. Transfer outside EU and EEA**

If you are located outside the EU and the EEA and processing of your Personal Data is not subject to art. 45.3 GDPR, the SCC shall be incorporated in this DPA; the modular sections four shall apply, notwithstanding that:

- 1) clause 7 shall not apply;
- 2) clause 11.a shall not apply;
- 3) with regard to clause 17 and clause 18 respective choices in Terms of Use' clauses shall apply;
- 4) with regard to Annex I.A of SCC, we are “data exporter” acting as a “processor” and you are “data importer” acting as a “controller”;
- 5) with regard to Annex I.B of SCC, “Description of the transfer”, Annex 1 to this DPA shall apply.

## **8. Final provisions**

1. The Parties agree, for avoidance of doubt, that liability under this DPA shall be limited or excluded according to the Terms of Use, unless otherwise restricted or limited by any legislation in the applicable jurisdiction.
2. Termination or expiration of the Agreement shall result in termination or expiration this DPA, without the necessity for making any additional statements. Termination of this DPA before termination of the Terms of Use is excluded.
3. This DPA is part of Terms of Use; clauses of Terms of Use apply to this DPA.

## ANNEX 1

- 1) the type of personal data:
  - a) contact data, including email addresses and other similar data
  - b) unique identifier (UUID), IP address, record visitors' data, their sessions and their pageviews, information about events like: mouse clicks, scrolls, browser resizing and form submissions by the user
  
- 2) categories of data subjects:
  - a) clients of services provided by us
  - b) visitors of our website
  
- 3) Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.  
**No sensitive data are transferred**
  
- 4) The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).  
**Continuous basis**
  
- 5) Nature of the processing  
**Processing in electronic systems**
  
- 6) Purpose(s) of the data transfer and further processing  
**Making data available to the customer (SCC) and subcontractors engaged**
  
- 7) The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period  
*According to clause 3.1 of the DPA*
  
- 8) For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing  
*Non applicable in case of reverse transfer outside EU/EEA*

## ANNEX 2

### TECHNICAL AND ORGANISATIONAL MEASURES

#### Technical Measures:

- 1) *Data Encryption: Protecting data in transit.*
- 2) *Access Controls: Limiting data access to authorized personnel.*
- 3) *Security Audits: Regular checks for IT vulnerabilities.*

- 4) *Data Backup: Procedures for data recovery.*
- 5) *Secure Development: Ensuring software security against threats.*

Organizational Measures:

- 6) *Data Protection Policies: Clear guidelines on handling personal data.*
- 7) *Employee Training: Educating staff on data protection.*
- 8) *Data Processing Records: Documenting data use and processing activities.*
- 9) *Data Protection Officer: Overseeing compliance efforts.*
- 10) *Vendor Management: Ensuring third-party GDPR adherence.*