

## **Data Processing Agreement between GrabzIt and GrabzIt User**

This Data Processing Agreement (“**Agreement**”) forms part of the Contract for Services under GrabzIt Limited's [Terms and Conditions](#) (“**Principal Agreement**”).

This Agreement is an amendment to the Principal Agreement and is effective upon its incorporation to the Principal Agreement, which incorporation may be specified in the Principal Agreement or an executed amendment to the Principal Agreement. Upon its incorporation into the Principal Agreement, this Agreement will form a part of the Principal Agreement.

We periodically update this Agreement. If you have an active GrabzIt account, you will be informed of any modification by email. At the bottom of this page you can find [archived versions](#) of our DPA.

The term of this Agreement shall follow the term of the Principal Agreement. Terms not defined herein shall have the meaning as set forth in the Principal Agreement.

## **WHEREAS**

(A) The Company acts as a Data Controller.

(B) The Company wishes to subcontract certain Services, which imply the processing of personal data, to the Data Processor.

(C) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the 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).

(D) The Parties wish to lay down their rights and obligations.

## **IT IS AGREED AS FOLLOWS:**

## 1. Definitions and Interpretation

1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

1.1.1 “Agreement” means this Data Processing Agreement and all Schedules;

1.1.2 “Company Personal Data” means any Personal Data Processed by a Contracted Processor on behalf of Company pursuant to or in connection with the Principal Agreement;

1.1.3 “Contracted Processor” means a Subprocessor;

1.1.4 “Data Protection Laws” means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

1.1.5 “EEA” means the European Economic Area;

1.1.6 “EU Data Protection Laws” means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.7 “GDPR” means EU General Data Protection Regulation 2016/679;

1.1.8 “Data Transfer” means:

1.1.8.1 a transfer of Company Personal Data from the Company to a Contracted Processor; or

1.1.8.2 an onward transfer of Company Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);

1.1.9 “Services” means the Web Capture and Conversion services provided by GrabzIt.

1.1.10 “Subprocessor” means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Company in connection with the Agreement.

1.2 The terms, “**Commission**”, “**Controller**”, “**Data Subject**”, “**Member State**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processing**” and “**Supervisory Authority**” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

## **2. Processing of Company Personal Data**

2.1 Processor shall:

2.1.1 comply with all applicable Data Protection Laws in the Processing of Company Personal Data; and

2.1.2 not Process Company Personal Data other than on the relevant Company’s documented instructions.

2.2 The Company instructs Processor to process Company Personal Data.

## **3. Processor Personnel**

Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Company Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual’s duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

## **4. Security**

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to the Company Personal Data implement appropriate technical and organizational measures

to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security, Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

## **5. Subprocessing**

5.1 Appointment of Sub-Processors. You acknowledge and agree that: (a) GrabzIt Limited may engage third-party Sub-Processors in connection with the provisions of the Services. GrabzIt Limited will enter into a written agreement with the Sub-Processor imposing on the Sub-Processor data protection obligations similar to those imposed on GrabzIt Limited under this agreement. In case the Sub-Processor fails to fulfil its data protection obligations under such written agreement with GrabzIt Limited, GrabzIt Limited will remain liable to you for the performance of the Sub-Processors obligations under such agreement, except as otherwise set forth in GrabzIt Limited's Principal Agreement. By way of this DPA the Data Controller, provides general written authorization to GrabzIt as Data Processor to engage Sub-Processors as necessary to perform the Services.

5.2 List of Current Sub-Processors. GrabzIt Limited will make available a list of Sub-Processors for the Services. A current list of GrabzIt Limited Sub-Processors can be found [here](#). GrabzIt Limited will update the list to reflect any addition, replacement or changes to GrabzIt Limited's Sub-Processors.

5.3 Objection Right for New Sub-Processors. You may reasonably object to GrabzIt Limited's use of a new Sub-Processor on legitimate grounds. The Data Controller acknowledges that these Sub-Processors are essential to providing the Services and that objecting to the use of a Sub-Processor may prevent GrabzIt Limited from offering services to the Data Controller.

## **6. Data Subject Rights**

6.1 Taking into account the nature of the Processing, Processor shall assist the Company by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company obligations, as reasonably understood by Company, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 Processor shall:

6.2.1 promptly notify Company if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and

6.2.2 ensure that it does not respond to that request except on the documented instructions of Company or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform Company of that legal requirement before the Contracted Processor responds to the request.

## **7. Personal Data Breach**

7.1 Processor shall notify Company without undue delay upon Processor becoming aware of a Personal Data Breach affecting Company Personal Data, providing Company with sufficient information to allow the Company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 Processor shall cooperate with the Company and take reasonable commercial steps as are directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

## **8. Data Protection Impact Assessment and Prior Consultation Processor**

8.1 Processor shall provide reasonable assistance to the Company with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

## **9. Deletion or return of Company Personal Data**

9.1 Subject to this section 9 Processor shall promptly and in any event within

10 business days of the date of cessation of any Services involving the Processing of Company Personal Data (the “Cessation Date”), delete and procure the deletion of all copies of those Company Personal Data.

## **10. Audit rights**

10.1 Subject to this section 10, Processor shall make available to the Company upon request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Company or an auditor mandated by the Company in relation to the Processing of the Company Personal Data by the Contracted Processors.

10.2 Information and audit rights of the Company only arise under section 10.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

10.3 An audit can be requested within business hours, a maximum of once every six months, with 30 days notice. Any costs incurred from an audit will be met by the Company.

## **11. Data Transfer**

11.1 The parties agree that GrabzIt Limited may transfer Personal Data processed under this DPA to countries outside the European Economic Area (EEA) or Switzerland as necessary to provide the Services. If GrabzIt Limited transfers personal data protected under this DPA to a country for which the European Commission has not issued an adequacy decision. GrabzIt will ensure that appropriate safeguards for the transfer of Personal Data have been implemented in accordance with Applicable Law.

## **12. General Terms**

12.1 Confidentiality. Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement (“Confidential Information”) confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

(a) disclosure is required by law;

(b) the relevant information is already in the public domain.

12.2 Notices. All notices and communications given under this Agreement must be in writing and will be sent by email. Controller shall be notified by email sent to the address related to its use of the Service under the Principal Agreement. Processor shall be notified by email sent to the address: support@grabz.it

### **13. Limitation of Liability**

Each party's (including their respective affiliates) liability, in the aggregate, arising out of or related to this DPA, whether in contract, tort, or any other theory of liability, is subject to the 'Limitation of Liability' section of GrabzIt Limited's Principal Agreement and any reference in such section to the liability of a party means the aggregate liability of that party and all its affiliates under GrabzIt's Limited Principal Agreement and all DPAs together.

### **14. Governing Law and Jurisdiction**

14.1 This Agreement is governed by the laws of the United Kingdom.

14.2 Any dispute arising in connection with this Agreement which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of the United Kingdom.