



UK DATA PROCESSING ADDENDUM

This UK Data Processing Addendum, including any Appendices (collectively, the “**Addendum**”), forms part of the Terms & Conditions of Use Agreement (the “**Service Agreement**”), or any other written or electronic agreement between Hertz L.L.C., a Nevada limited liability company, doing business as “ZeroBounce”, and having its principal place of business at 10 E. Yanonali St., Santa Barbara, California 93101 (hereinafter to be referred to as: the “**Data Importer**”) and the company whose information has been provided as part of the registration process (hereinafter to be referred to as: the “**Data Exporter**”). Data Importer and Data Exporter are collectively referred to herein as the “**Parties**”.

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Service Agreement. Except as modified below, the terms of the Service Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the Parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Service Agreement. Except where the context requires otherwise, references in this Addendum to the Service Agreement are to the Service Agreement as amended by, and including, this Addendum.

1. Subject Matter of this Data Processing Addendum

- 1.1 This Data Processing Addendum applies exclusively to the processing of personal data that is subject to the UK GDPR in the scope of the Terms and Conditions of Use Agreement of even date hereof between the Parties for the provision of the ZeroBounce services (“**Services**”) (hereinafter to be referred to as: the “**Service Agreement**”).

2. Definitions

- 2.1 “UK GDPR” shall mean 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 (United Kingdom General Data Protection Regulation), tailored by the Data Protection Act 2018.
- 2.2 “Applicable Data Protection Law” means the data protection law of the UK which is the UK GDPR and the Data Protection Act 2018;
- 2.3 Terms such as “Personal Data”, “Special Categories of Data”, “Process/Processing”, “Data Exporter”, “Data Importer”, “data subject”, “sub-processor,” and “technical and organisational security measures” shall have the same meaning ascribed to them in the UK GDPR.
- 2.4 “Standard Contractual Clauses” shall, based on the circumstances unique to the Data Exporter, mean the UK Standard Contractual Clauses, attached hereto as Exhibit A.

3. Details of the Transfer

- 3.1 Insofar as the Data Importer will be processing Personal Data subject to the UK GDPR on behalf of the Data Exporter in the course of the performance of the Service Agreement with the Data Exporter the terms of this Addendum shall apply. **The Data Exporter will transfer Personal Data to be processed by the Data Importer on computer servers located in the European Union. The categories of Personal Data to be processed includes: first name; last name; gender; city; state;**

country; Internet Protocol (IP) Address information; and email addresses. The types of data subjects whose information will be processed are individuals. The purposes for which the personal data will be processed include: validation of email lists for deliverability; removal of known email complainers, abusers and spam traps from email address lists; and to perform any additional services requested by Data Controller.

4. The Data Exporter and the Data Importer

- 4.1 The Data Exporter will determine the scope, purposes, and manner by which the Personal Data may be accessed or processed by the Data Importer. The Data Importer will process the Personal Data only as set forth in Data Exporter's written instructions.
- 4.2 The Data Importer will only process the Personal Data on documented instructions of the Data Exporter in such manner as – and to the extent that – this is appropriate for the provision of the Services, except as required to comply with a legal obligation to which the Data Importer is subject. In such a case, the Data Importer shall inform the Data Exporter of that legal obligation before processing, unless that law explicitly prohibits the furnishing of such information to the Data Exporter. The Data Importer shall never process the Personal Data in a manner inconsistent with the Data Exporter's documented instructions. The Data Importer shall immediately inform the Data Exporter if, in its opinion, an instruction infringes the UK GDPR.
- 4.3 The Parties have entered into a Service Agreement in order to benefit from the expertise of the Data Importer in securing and processing the Personal Data for the purposes set out in Section 3.1. The Data Importer shall be allowed to exercise its own discretion in the selection and use of such means as it considers necessary to pursue those purposes, subject to the requirements of this Addendum.
- 4.4 Data Exporter warrants that it has all necessary rights to provide the Personal Data to Data Importer for the Processing to be performed in relation to the Services. To the extent required by the UK GDPR, Data Exporter is responsible for ensuring that any necessary data subject consents to this Processing are obtained, and for ensuring that a record of such consents is maintained. Should such a consent be revoked by the data subject, Data Exporter is responsible for communicating the fact of such revocation to the Data Importer, and Data Importer remains responsible for implementing any Data Exporter instruction with respect to the further processing of that Personal Data.

5. Confidentiality

- 5.1 Without prejudice to any existing contractual arrangements between the Parties, the Data Importer shall treat all Personal Data as strictly confidential and it shall inform all its employees, agents and/or approved sub-processors engaged in processing the Personal Data of the confidential nature of the Personal Data. The Data Importer shall ensure that all such persons or parties have signed an appropriate confidentiality agreement, are otherwise bound to a duty of confidentiality, or are under an appropriate statutory obligation of confidentiality.

6. Security

- 6.1 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, without prejudice to any other security standards agreed upon by the Parties, the Data Exporter and Data Importer shall implement appropriate technical and organizational measures to ensure a level of security of the processing of Personal Data appropriate to the risk. These measures shall include as appropriate:
 - (a) measures to ensure that the Personal Data can be accessed only by authorized personnel for the purposes set forth in Section 3.1 of this Addendum;

- (b) in assessing the appropriate level of security account shall be taken in particular of all the risks that are presented by processing, for example from accidental or unlawful destruction, loss, or alteration, unauthorized or unlawful storage, processing, access or disclosure of Personal Data;
- (c) the pseudonymization and encryption of Personal Data;
- (d) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (e) the ability to restore the availability and access to Personal Data in a timely manner in the event of physical or technical incident;
- (f) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing of Personal Data;
- (g) measures to identify vulnerabilities with regard to the processing of Personal Data in systems used to provide services to the Data Exporter; or
- (h) **ZeroBounce takes the following security measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access:**
 - All Personal Data received hereunder will be stored and processed in the EU;
 - In addition to the above, ZeroBounce is an active participant in the EU-US and Swiss-US Privacy Shield Programs;
 - ZeroBounce has restricted access to four personnel members with the ability to directly access files containing personal information on ZeroBounce servers, each of whom have agreed to maintain the confidentiality of any personal information;
 - All data uploads and downloads sent between ZeroBounce and its customers flow through third party CloudFlare's servers in the EU;
 - In addition to the above, CloudFlare is an active participant in the EU-US Privacy Shield Program;
 - The ZeroBounce support team does not have access to CloudFlare;
 - CloudFlare maintains its own security protections to block threats and limit abusive bots and crawlers. See <https://support.cloudflare.com/hc/en-us/articles/205177068-Step-1-How-does-Cloudflare-work->
 - Any information that is uploaded by a ZeroBounce customer to ZeroBounce.net is transmitted via SSL through CloudFlare, and all files are stored in an encrypted file using a standard algorithm for protection of stored data defined by IEEE P1619 on ZeroBounce servers in the EU; and
 - If customer elects to receive files via email, such files shall be sent encrypted, with a password via a separate email.

6.2 The Data Importer shall at all times have in place an appropriate written security policy with respect to the processing of Personal Data, outlining in any case the measures set forth in Paragraph 6.1.

6.3 At the request of the Data Exporter, the Data Importer, shall demonstrate the measures it has taken and shall allow the Data Exporter to audit and test such measures. The Data Exporter shall be entitled on giving at least 14 days' notice to the Data Importer to carry out, or have carried out by a third party who has entered into a confidentiality agreement with the Data Importer, audits of the Data Importer's premises and operations as these relate to the Personal Data. The Data Importer shall

cooperate with such audits carried out by or on behalf of the Data Exporter and shall grant the Data Exporter's auditors reasonable access to any premises and devices involved with the Processing of the Personal Data. The Data Importer shall provide the Data Exporter and/or the Data Exporter's auditors with access to any information relating to the Processing of the Personal Data as may be reasonably required by the Data Exporter to ascertain the Data Importer's compliance with this Addendum.

7. Improvements to Security

- 7.1 The Parties acknowledge that security requirements are constantly changing and that effective security requires frequent evaluation and regular improvements of outdated security measures. The Data Importer will therefore evaluate the measures as implemented in accordance with Paragraph 6.1 on an on-going basis and will tighten, supplement, and improve these measures in order to maintain compliance with the requirements set out in Paragraph 6.1. The Parties will negotiate in good faith the cost, if any, to implement material changes required by specific updated security requirements set forth in the UK GDPR or by data protection authorities of competent jurisdiction.
- 7.2 Where an amendment to the Service Agreement is necessary in order to execute a Data Exporter instruction to the Data Importer, or to improve security measures as may be required by changes in applicable data protection law from time to time, the Parties shall negotiate an amendment to the Service Agreement in good faith.

8. Data Transfers

- 8.1 For the Services, Data Exporter will transfer Personal Data to be processed by the Data Importer on computer servers located in the EU. The Data Importer shall not disclose Personal Data received hereunder to a third party or transfer it to a non-EU/European Economic Area (EEA) country without the Data Exporter's authorization. The Data Importer shall immediately notify the Data Exporter of any (planned) permanent or temporary transfers of Personal Data to a country outside of the EU/EAA without an adequate level of protection and shall only perform such a (planned) transfer after obtaining authorization from the Data Exporter, which may be refused at its own discretion.
- 8.2 To the extent that the Data Exporter or the Data Importer are relying on a specific statutory mechanism to normalize international data transfers that is subsequently modified, revoke, or held in a court of competent jurisdiction to be invalid, the Data Exporter and the Data Importer agree to cooperate in good faith to promptly terminate the transfer or to pursue a suitable alternate mechanism that can lawfully support the transfer.

9. Information Obligations and Incident Management

- 9.1 When the Data Importer becomes aware of an incident that impacts the Processing of the Personal Data that is the subject of the Service Agreement, it shall promptly notify the Data Exporter about the incident, shall at all times cooperate with the Data Exporter, and shall follow the Data Exporter's instructions with regard to such incidents, in order to enable the Data Exporter to perform a thorough investigation into the incident, to formulate a correct response, and to take suitable further steps in respect of the incident.
- 9.2 The term "incident" used in Paragraph 9.1 shall be understood to mean in any case:
 - (a) a complaint or a request with respect to the exercise of a data subject's rights under the UK GDPR;
 - (b) an investigation into or seizure of the Personal Data by government officials, or a specific indication that such an investigation or seizure is imminent;
 - (c) any unauthorized or accidental access, processing, deletion, loss or any form of unlawful processing of the Personal Data;

- (d) any breach of the security and/or confidentiality as set out in Paragraphs 5 and 6 of this Addendum leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the Personal Data, or any indication of such breach having taken place or being about to take place;
 - (e) where, in the opinion of the Data Importer, implementing an instruction received from the Data Exporter would violate applicable laws to which the Data Exporter or the Data Importer are subject.
- 9.3 The Data Importer shall at all times have in place written procedures which enable it to promptly respond to the Data Exporter about an incident. Where an incident is reasonably likely to require a data breach notification by the Data Exporter under the UK GDPR, the Data Importer shall implement its written procedures in such a way that it is in a position to notify the Data Exporter no later than 24 hours of having become aware of such an incident.
- 9.4 Any notifications made to the Data Exporter pursuant to this Article shall be addressed to the Data Protection Officer or other employee of the Data Exporter whose contact details are provided during the registration process, and shall contain:
- (a) a description of the nature of the incident, including where possible the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned;
 - (b) the name and contact details of the Data Importer's data protection officer or another contact point where more information can be obtained;
 - (c) a description of the likely consequences of the incident; and
 - (d) a description of the measures taken or proposed to be taken by the Data Importer to address the incident including, where appropriate, measures to mitigate its possible adverse effects.

10. Contracting with Sub-Processors

- 10.1 The Data Exporter authorizes the Data Importer to engage sub-processors in the country locations for the Service-related activities specified as described in Paragraph 3.1. Data Importer shall inform the Data Exporter of any addition or replacement of such sub-processors giving the Data Exporter an opportunity to object to such changes.
- 10.2 Notwithstanding any authorization by the Data Exporter with the meaning of the preceding paragraph, the Data Importer shall remain fully liable vis-à-vis the Data Exporter for the performance of any such sub-processor that fails to fulfill its data protection obligations.
- 10.3 The consent of the Data Exporter pursuant to Paragraph 10.1 shall not alter the fact that consent is required for the engagement of sub-processors in a country outside the European Economic Area without a suitable level of protection.
- 10.4 The Data Importer shall ensure that the sub-processor is bound by the same data protection obligations of the Data Importer under this Addendum, shall supervise compliance thereof, and must in particular impose on its sub-processors the obligation to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the UK GDPR.
- 10.5 The Data Exporter may request that the Data Importer audit a sub-processor or provide confirmation that such an audit has occurred (or, where available, obtain or assist customer in obtaining a third-party audit report concerning the sub-processor's operations) to ensure compliance with its obligations imposed by the Data Importer in conforming with this Addendum.

11. Returning or Destruction of Personal Data

- 11.1 Upon termination of the Service Agreement, upon the Data Exporter's written request, or upon fulfillment of all purposes agreed in the context of the Services whereby no further processing is

required, the Data Importer shall, at the discretion of the Data Exporter, either delete, destroy, or return all Personal Data to the Data Exporter and destroy or return any existing copies.

11.2 The Data Importer shall notify all third parties supporting its own processing of the Personal Data of the termination of the Service Agreement and shall ensure that all such third parties shall either destroy the Personal Data or return the Personal Data to the Data Exporter, at the discretion of the Data Exporter.

12. Assistance to Data Exporter

12.1 The Data Importer shall assist the Data Exporter by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Data Exporter's obligation to respond to a request for exercising the data subject's rights under the UK GDPR.

12.2 The Data Importer shall assist the Data Exporter in ensuring compliance with the obligations pursuant to Paragraph 6 (Security) and prior consultations with supervisory authorities required under Article 36 of the UK GDPR taking into account the nature of processing and the information available to the Data Importer.

12.3 The Data Importer shall make available to the Data Exporter all information necessary to demonstrate compliance with the Data Importer's obligations and to allow for and contribute to audits, including inspections, conducted by the Data Exporter or another auditor mandated by the Data Exporter.

13. Liability and Indemnity

13.1 The Data Importer indemnifies the Data Exporter and holds the Data Exporter harmless against all claims, actions, third party claims, losses, damages and expenses incurred by the Data Exporter and arising directly or indirectly out of or in connection with a breach of this Addendum and/or the UK GDPR by the Data Importer. The Data Exporter indemnifies the Data Importer and holds the Data Importer harmless against all claims, actions, third party claims, losses, damages and expenses incurred by the Data Importer and arising directly or indirectly out of or in connection with a breach of this Addendum and/or the UK GDPR by the Data Exporter.

14. Duration and Termination

14.1 This Addendum shall come into effect on the date the Data Exporter signs this Addendum, which may be through electronic means.

14.2 Termination or expiration of the Service Agreement shall not discharge the Data Importer from its confidentiality obligations pursuant to Paragraph 5.

14.3 The Data Importer shall process Personal Data until the date of termination of the Service Agreement, unless instructed otherwise by the Data Exporter, or until such data is returned or destroyed on instruction of the Data Exporter.

15. Miscellaneous

15.1 In the event of any inconsistency between the provisions of this Addendum and the provisions of the Service Agreement, the provisions of this Addendum shall prevail.

This Agreement is executed by:

)

)

(Signature)

(Print name)

(Title)

(DATE)

For and on behalf of

_____,

Data Exporter

This Agreement is executed by:

)

)

(Signature)

(Print name)

(Title)

(DATE)

For and on behalf of

Hertza, L.L.C., dba ZeroBounce, Data Importer

EXHIBIT A: STANDARD CONTRACTUAL CLAUSES

Transfers from Exporters to Importers

Parties	
Name of the data exporting organisation:	Click here to enter text.
Address	Click here to enter text. Country: Click here to enter text.
Telephone	Click here to enter text.
Fax	Click here to enter text.
Email	Click here to enter text.
Other information needed to identify the organisation	Click here to enter text.
	(the “data exporter ”)
	And
Name of the data importing organisation:	Hertza L.L.C., dba ZeroBounce Hertza L.L.C., dba ZeroBounce
Address	10 E. Yanonali St., Santa Barbara, CA 93101 10 E. Yanonali St., Santa Barbara, CA 93101 Country: United States United States
Telephone	1-888-500-9521 1-888-500-9521
Fax	n/an/a
Email	support@zerobounce.net support@zerobounce.net
Other information needed to identify the organisation	n/an/a
	(the data importer ”)
Clause 1. Definitions	For the purposes of the Clauses: (a) ‘personal data’, ‘special categories of data’, ‘process/processing’, ‘Exporter’, ‘Importer’, ‘data subject’ and ‘Commissioner’ shall have the same meaning as in the UK GDPR;
	(b) ‘the data exporter’ means the Exporter who transfers the personal data;

	(c) ‘the data importer’ means the Importer who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country’s system covered by UK adequacy regulations issued under Section 17A Data Protection Act 2018 or Paragraphs 4 and 5 of Schedule 21 of the Data Protection Act 2018;
	(d) ‘the sub-processor’ means any Importer engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
	(e) ‘the applicable data protection law’ means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data Exporter in the UK;
	(f) ‘technical and organisational security measures’ means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.
Clause 2. Details of the transfer	The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.
Clause 3. Third-party beneficiary clause	
3(1)	The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
3(2)	The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3(3)	<p>The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.</p>
3(4)	<p>The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.</p>
<p>Clause 4. Obligations of the data exporter</p>	<p>The data exporter agrees and warrants:</p>
4(a)	<p>that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the Commissioner) and does not violate the applicable data protection law;</p>
4(b)	<p>that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter’s behalf and in accordance with the applicable data protection law and the Clauses;</p>
4(c)	<p>that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;</p>
4(d)	<p>that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;</p>
4(e)	<p>that it will ensure compliance with the security measures;</p>
4(f)	<p>that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not covered by adequacy regulations issued under Section 17A Data Protection Act 2018 or Paragraphs 4 and 5 of Schedule 21 Data Protection Act 2018;</p>

4(g)	to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the Commissioner if the data exporter decides to continue the transfer or to lift the suspension;
4(h)	to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
4(i)	that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses;
4(j)	that it will ensure compliance with Clause 4(a) to (i).
Clause 5. Obligations of the data importer	The data importer agrees and warrants:
5(a)	to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
5(b)	that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
5(c)	that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
5(d)	that it will promptly notify the data exporter about: (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation; (ii) any accidental or unauthorised access; and (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
5(e)	to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the Commissioner with regard to the processing of the data transferred;
5(f)	at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the Commissioner;
5(g)	to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-

	processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
5(h)	that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
5(i)	that the processing services by the sub-processor will be carried out in accordance with Clause 11;
5(j)	to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.
Clause 6. Liability	
6(1)	The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
6(2)	<p>If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub- processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.</p> <p>The data importer may not rely on a breach by a sub- processor of its obligations in order to avoid its own liabilities.</p>
6(3)	If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub- processor shall be limited to its own processing operations under the Clauses.
Clause 7. Mediation and jurisdiction	
7(1)	<p>The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:</p> <p>(a) to refer the dispute to mediation, by an independent person or, where applicable, by the Commissioner;</p> <p>(b) to refer the dispute to the UK courts.</p>
7(2)	The parties agree that the choice made by the data subject will not prejudice its substantive or procedural

	rights to seek remedies in accordance with other provisions of national or international law.
Clause 8. Cooperation with supervisory authorities	The data exporter agrees to deposit a copy of this contract with the Commissioner if it so requests or if such deposit is required under the applicable data protection law.
8(2)	The parties agree that the Commissioner has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
8(3)	The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).
Clause 9. Governing law	The Clauses shall be governed by the law of the country of the United Kingdom in which the data exporter is established, namely England and Wales
Clause 10. Variation of the contract	The parties undertake not to vary or modify the Clauses. This does not preclude the parties from (i) making changes permitted by Paragraph 7(3) & (4) of Schedule 21 Data Protection Act 2018; or (ii) adding clauses on business related issues where required as long as they do not contradict the Clause.
Clause 11. Sub-processing	
11(1)	The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.
11(2)	The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
11(3)	The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the laws of the country of the UK where the exporter is established.
11(4)	The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the Commissioner.
Clause 12. Obligation after termination	

12(1)	The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
12(2)	The data importer and the sub-processor warrant that upon request of the data exporter and/or of the Commissioner, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:
Name (written out in full):
Click here to enter text.
Position:
Click here to enter text.
Address:
Click here to enter text.
Other information necessary in order for the contract to be binding (if any): **Click here to enter text.**
Signature:
Click here to enter text.

On behalf of the data importer:
Name (written out in full):
Click here to enter text.
Position:
Click here to enter text.
Address:
Click here to enter text.
Other information necessary in order for the contract to be binding (if any):
Signature:
Click here to enter text.

Date of the Standard Contractual Clauses: **Click here to enter text.**

Appendix

1

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

Please select one option:

Option 1: The data exporter is (please specify briefly your activities relevant to the transfer):

Option 2: The following checklist and other details set out, in brief, what the data exporter is and its activities relevant to the transfer:

The data exporter's business or organisation type is:

- Central government
- Charitable and voluntary
- Education and childcare
- Finance, insurance and credit
- General business
- Health
- IT, digital, technology and telecoms
- Justice and policing
- Land and property services
- Legal and professional advisers
- Local government
- Marketing and research
- Media
- Membership association
- Political
- Regulators
- Religious
- Research
- Retail and manufacture
- Social care
- Trade, employer associations, and professional bodies
- Traders in personal data

- Transport and leisure
- Utilities and natural resources
- Other – Please add details:

The data exporter is using the personal data which is being transferred for the following purposes or activities:

The data exporter is using the personal data which is being transferred for the following purposes or activities:

Standard business activities, which apply to most businesses and organisations

- Staff administration, including permanent and temporary staff, including appointment or removals, pay, discipline; superannuation, work management, and other personnel matters in relation to the data exporter's staff.
- Advertising, marketing and public relations of the data exporter's own business or activity, goods or services.
- Accounts and records, including
 - keeping accounts relating to the data exporter's business or activity;
 - deciding whether to accept any person or organisation as a customer;
 - keeping records of purchases, sales or other transactions, including payments, deliveries or services provided by the data exporter or to the data exporter;
 - keeping customer records
 - records for making financial or management forecasts; and
 - other general record keeping and information management.

Other activities:

- Accounting and auditing services
- Administration of justice, including internal administration and management of courts of law, or tribunals and discharge of court business.
- Administration of membership or supporter records.
- Advertising, marketing and public relations for others, including public relations work, advertising and marketing, host mailings for other organisations, and list broking.
- Assessment and collection of taxes, duties, levies and other revenue
- Benefits, welfare, grants and loans administration
- Canvassing, seeking and maintaining political support amongst the electorate.
- Constituency casework on behalf of individual constituents by elected representatives.
- Consultancy and advisory services, including giving advice or rendering professional services, and the provision of services of an advisory, consultancy or intermediary nature.
- Credit referencing, including the provision of information by credit reference agencies relating to the financial status of individuals or organisations on behalf of other organisations
- Data analytics, including profiling
- Debt administration and factoring, including the tracing of consumer and commercial debtors and the collection on behalf of creditors, and the purchasing of consumer or trade debts from business, including rentals and instalment credit payments.

- Education, including the provision of education or training as a primary function or as a business activity.
- Financial services and advice including the provision of services as an intermediary in respect of any financial transactions including mortgage and insurance broking
- Fundraising in support of the objectives of the data exporter
- Health administration and services, including the provision and administration of patient care.
- Information and databank administration, including the maintenance of information or databanks as a reference tool or general resource. This includes catalogues, lists, directories and bibliographic databases.
- Insurance administration including the administration of life, health, pensions, property, motor and other insurance business by an insurance firm, an insurance intermediary or consultant
- IT, digital, technology or telecom services, including use of technology products or services, telecoms and network services, digital services, hosting, cloud and support services or software
- Journalism and media, including the processing of journalistic, literary or artistic material made or intended to be made available to the public or any section of the public.
- Legal services, including advising and acting on behalf of clients.
- Licensing and registration, including the administration of licensing or maintenance of official registers.
- Not-for-profit organisations' activities, including
 - establishing or maintaining membership of or support for a not-for-profit body or association, and
 - providing or administering activities for individuals who are either members of the not-for-profit body or association or have regular contact with it.
- Pastoral care, including the administration of pastoral care by a vicar or other minister of religion.
- Pensions administration, including the administration of funded pensions or superannuation schemes.
- Procurement, including deciding whether to accept any person or organisation as a supplier, and the administration of contracts, performance measures and other records.
- Private investigation, including the provision on a commercial basis of investigatory services according to instruction given by clients
- Property management, including the management and administration of land, property and residential property, and the estate management of other organisations.
- Realising the objectives of a charitable organisation or voluntary body, including the provision of goods and services in order to realise the objectives of the charity or voluntary body.
- Research in any field, including market, health, lifestyle, scientific or technical research.
- Security of people and property, including using CCTV systems for this purpose.
- Trading/sharing in personal information, including the sale, hire, exchange or disclosure of personal information to third parties in return for goods/services/benefits.
- Other activities (please provide details):

Data importer

The data importer is (please specify briefly your activities relevant to the transfer):

Please select one option:

Option 1: The data importer is (please specify briefly your activities relevant to the transfer):

Option 2: The following checklist and other details set out, in brief, what the data importer is and its activities relevant to the transfer:

The data importer's business or organisation type is:

- Central government
- Charitable and voluntary
- Education and childcare
- Finance, insurance and credit
- General business
- Health
- IT, digital, technology and telecoms
- Justice and policing
- Land and property services
- Legal and professional advisers
- Local government
- Marketing and research
- Media
- Membership association
- Political
- Regulators
- Religious
- Research
- Retail and manufacture
- Social care
- Trade, employer associations, and professional bodies
- Traders in personal data
- Transport and leisure
- Utilities and natural resources
- Other – Please add details:**

The data importer's activities for the data exporter, which are relevant to the transfer are:

- Accounts and records services, including**
 - **keeping accounts;**

- deciding whether to accept any person or organisation as a customer
- keeping records of purchases, sales or other transactions, including payments, deliveries or services provided by the data exporter or to the data exporter;
- records for making financial or management forecasts
- other general records and information management services.

- Administration services relating to membership or supporter records.
- Advertising, marketing, and public relations services.
- Auditing services
- Facilities management services, including cleaning, catering, reception, security, maintenance, gardening, events management, business travel, meetings, vehicle hire, copying, printing and post services.
- Benefits, grants and loans administration services.
- Consultancy and general advisory services.
- Debt administration and factoring services, including the tracing of consumer and commercial debtors and the collection on behalf of creditors.
- Education or training services.
- Financial services administration and advice services including the provision of services as an intermediary in respect of any financial transactions including mortgage and insurance broking.
- Fundraising services.
- Health administration and health services, including the provision and administration of patient care.
- Information and databank administration, including the maintenance of information or databanks as a reference tool or general resource. This includes catalogues, lists, directories and bibliographic databases.
- Insurance administration including the administration of life, health, pensions, property, motor and other insurance business.
- IT, digital, technology or telecom services, including provision of technology products or services, telecoms and network services, digital services, hosting, cloud and support services or software licensing
- Legal administration and legal support services.
- Licensing and registration services, including the administration of licensing or maintenance of official registers.
- Media services.
- Pensions administration, including the administration of funded pensions or superannuation schemes.
- Property management services, including the management and administration of land, property and residential property, and the estate management of other organisations.
- Procurement services, including deciding whether to accept any person or organisation as a supplier, and the administration of contracts, performance measures and other records.
- Provision of temporary and agency staff.
- Research and development services, including market, health, lifestyle, scientific or technical research.
- Services in relation to the assessment and collection of taxes, duties, levies and other revenue.
- Services in relation to trading/sharing in personal information, including the sale, hire, exchange or disclosure of personal information to third parties in return for goods/services/benefits.
- Staff administration services, including appointment or removals, pay, discipline; superannuation, training, employee benefits, work management, and other personnel matters in relation to the data exporter's staff.
- Other services (please provide a description): validation of email lists for deliverability; removal of known email complainers, abusers, and spam traps from email lists activities

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Each category includes current, past and prospective data subjects. Where any of the following is itself a business or organisation, it includes their staff.

- staff including volunteers, agents, temporary and casual workers
- customers and clients (including their staff)
- suppliers (including their staff)

- members or supporters
- shareholders
- relatives, guardians and associates of the data subject
- complainants, correspondents and enquirers;
- experts and witnesses
- advisers, consultants and other professional experts
- patients
- students and pupils
- offenders and suspected offenders
- other (please provide details of other categories of data subjects):

Categories of data

The personal data transferred concern the following categories of data (please specify):

The following is a list of standard descriptions of categories of data:

- Personal details, including any information that identifies the data subject and their personal characteristics, including: name, address, contact details, age, date of birth, sex, and physical description.
- Personal details issued as an identifier by a public authority, including passport details, national insurance numbers, identity card numbers, driving licence details.
- Family, lifestyle and social circumstances, including any information relating to the family of the data subject and the data subject's lifestyle and social circumstances, including current marriage and partnerships, marital history, details of family and other household members, habits, housing, travel details, leisure activities, and membership of charitable or voluntary organisations.
- Education and training details, including information which relates to the education and any professional training of the data subject, including academic records, qualifications, skills, training records, professional expertise, student and pupil records.
- Employment details, including information relating to the employment of the data subject, including employment and career history, recruitment and termination details, attendance records, health and safety records, performance appraisals, training records, and security records.
- Financial details, including information relating to the financial affairs of the data subject, including income, salary, assets and investments, payments, creditworthiness, loans, benefits, grants, insurance details, and pension information.
- Goods or services provided and related information, including details of the goods or services supplied, licences issued, and contracts.
- Personal data relating to criminal convictions and offences
- Other (please provide details of other data subjects): first name, last name, gender, city, state, country, IP address, and email address.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

Personal data which is on, which reveals, or which concerns:

- racial or ethnic origin
- political opinions
- religious or philosophical beliefs
- trade union membership
- genetic data
- biometric data (if used to identify a natural person)
- health
- sex life or sexual orientation
- criminal convictions and offences
- none of the above

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

- Receiving data, including collection, accessing, retrieval, recording, and data entry
- Holding data, including storage, organisation and structuring
- Using data, including analysing, consultation, testing, automated decision making and profiling
- Updating data, including correcting, adaptation, alteration, alignment and combination
- Protecting data, including restricting, encrypting, and security testing
- Sharing data, including disclosure, dissemination, allowing access or otherwise making available
- Returning data to the data exporter or data subject
- Erasing data, including destruction and deletion
- Other (please provide details of other types of processing):

Appendix

2

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Please click in a box to select one option:

Option 1: Please refer to the description of the importer's security measures set out in Paragraph 6.1 of the Addendum between the controller and processor dated [REDACTED]

Option 2: The following is the description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c): [REDACTED]

Option 3: The following checklist and supplementary details set out the description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

We use firewalls to protect our internet connection This will be your first line of defence against an intrusion from the internet.

Supplementary details of firewalls used (add any relevant details): [REDACTED]

Appendix

2

We choose the most appropriate secure settings for our devices and software Most hardware and software will need some level of set-up and configuration in order to provide effective protection.

Supplementary details of security settings used (add any relevant details): [REDACTED]

We control who has access to your data and services Restrict access to your system to users and sources you trust.

Supplementary details of how access to your system is controlled (add any relevant details): [REDACTED]

We protect ourselves from viruses and other malware? Anti-virus products can regularly scan your network to prevent or detect threats.

Supplementary details of antivirus and malware protection used (add any relevant details): [REDACTED]

We keep our software and devices up-to-date Hardware and software needs regular updates to fix bugs and security vulnerabilities.

Supplementary details of how software and devices are kept up to date (add any relevant details, including details of the software packages, cloud services and devices you use in processing the personal data transferred, and how you keep those updated): [REDACTED]

We regularly backup our data Regular backups of your most important data will ensure it can be quickly restored in the event of disaster or ransomware infection.

Supplementary details of how data is backed up (add any relevant details): [REDACTED]

Appendix

3

This Appendix forms part of the Clauses and must be completed and signed by the parties.

List of sub-processors:

Zendesk, Inc.

Google LLC

Cloudflare, Inc.