

## DATA PROCESSING AGREEMENT

This agreement is entered into between **Sovereign Net Limited** with its registered office at Craigmuir Chambers, Road Town, Tortola VG1110, British Virgin Islands, hereby duly represented by its managing director Colin Klinkert, hereinafter referred to as “**Wordze.com**” and you hereinafter referred the “**Customer**”, binding on the basis of your electronic acceptance of Wordze.com's Terms and Conditions of Service (“Terms”).

Hereinafter collectively referred to as the “Parties” and individually as a “Party”.

### CONSIDERATIONS

Within the context of the performance of certain activities and services for the Customer in accordance with its Terms, Wordze.com shall have access to personal data and/or will have to process these personal data, for which the Customer is responsible as ‘controller’ or ‘processor’ in accordance with

- the General Data Protection Regulation of 27 April 2016 (‘the Regulation of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC’) hereinafter referred to as “GDPR”.

Through this agreement Parties wish to determine in writing their mutual agreements with regard to

- managing, securing and/or processing of such personal data and
- Parties’ obligation to comply with the Privacy Legislation.

### THEREFORE, the PARTIES HAVE AGREED AS FOLLOWS

#### 1) DEFINITIONS

In this agreement, the following concepts have the meaning as follows:

#### **Controller:**

The entity, which determines the purposes and means of the Processing of Personal Data;

#### **Data Subject:**

A natural person to whom the Personal Data relates;

#### **Data Breach:**

Unauthorized disclosure, access, abuse, loss, theft or accidental or unlawful destruction of Personal Data, which are processed by Wordze.com on behalf of the Customer;

#### **Personal Data:**

Any information relating to an identified or identifiable natural person;

**Processor:**

The entity which Processes Personal Data on behalf of the Controller;

**Process/Processing:**

Any operation or set of operations which is performed upon Personal Data or sets of Personal Data, including, but not limited to: collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Personal Data;

**Services:**

All services provided by Wordze.com to the Customer in accordance with its Terms.

**Sub-processor:**

Any Processor engaged by Wordze.com.

The agreement includes the following annexes:

Annex I:

Overview of (i) the Personal Data, which Parties expect to be subject of the Processing, (ii) the categories of Data Subjects, which Parties expect to be subject of the Processing, (iii) the use (i.e. the way(s) of Processing) of the Personal Data, (iv) the goals and means of such Processing and (v) the term(s) during which the (different types of) Personal Data shall be stored;

Annex II:

Overview and description of the security measures taken by Wordze.com under this agreement.

**ROLES OF THE PARTIES**

2. Parties acknowledge and agree that with regard to the Processing of Personal Data, the Customer shall be considered 'Controller' and Wordze.com the 'Processor'.

Further, Wordze.com is allowed to engage Sub-processor(s) pursuant to the requirements set forth in Article 6 of the GDPR.

**OBJECT**

- 3.1 Customer acknowledges that as a consequence of making use of Wordze.com, the latter shall Process Personal Data as collected by the Customer.

- 3.2 Wordze.com shall Process the Personal Data in a proper and careful way and in accordance with the Privacy Legislation and other applicable rules concerning the Processing of Personal Data.
- 3.3 Wordze.com shall only Process the Personal Data upon request of the Customer and in accordance with its instructions, as described in Annex I, unless any legislation states otherwise.
- 3.4 The Customer, as Controller, owns and retains full control concerning:
- (i) the Processing of Personal Data,
  - (ii), the types of Personal Data Processed,
  - (iii), the purpose of Processing and
  - (iv) the fact whether such Processing is proportionate (non-limitative).
- 3.5 Moreover, the Customer shall be solely responsible to comply with all (legal) obligations in its capacity as Controller (such as but not limited to the retention period) and shall have the sole responsibility for the accuracy, quality, and legality of the Personal Data, entered into the Platform, and the means by which it acquired such Personal Data.
- 3.6 The responsibility and control concerning the Personal Data, subject to this Agreement, shall thus never be vested in Wordze.com.
- 3.7 In case of misuse by the Customer, the Customer agrees that Wordze.com can never be held liable in this respect nor for any damage that would occur from such misuse. The Customer undertakes to safeguard Wordze.com when such misuse would occur as well as for any claim from a Data Subject and/or third party due to such misuse.

## **SECURITY OF PROCESSING**

- 4.1 Wordze.com implements appropriate technical and organizational measures for the protection of
- Personal Data – including protection against careless, improper, unauthorized or unlawful use and/or Processing and against accidental loss, destruction or damage –
  - the confidentiality and integrity of Personal Data,
- as set forth in Annex II.

## **SUB-PROCESSORS**

- 5.1 The Customer acknowledges and agrees that Wordze.com may engage third-party Sub-processors to carry out processing activities under this Agreement. The currently engaged Subprocessors are hereby deemed as accepted by the Customer.

- 5.2 A list of Sub-processors can be found in Wordze.com's Privacy Policy, wherein sub-processors are listed as service providers in the "Detailed information on the processing of Personal Data".
- 5.3 Wordze.com commits to notify the Customer in advance about any planned change of Sub-processors and to collect the Customer's approval before performing such change.
- 5.4 Wordze.com shall ensure that the Sub-Processors are at least bound by the same obligations by which Wordze.com is bound under this agreement.

#### **DATA PROTECTION OFFICER**

- 6.1 Wordze.com has appointed a data protection officer. The appointed data protection officer may be reached at [getsupport@wordze.com](mailto:getsupport@wordze.com).

#### **TRANSFER OF PERSONAL DATA OUTSIDE THE EEA**

- 7.1 Any transfer of Personal Data outside the EEA to a recipient which residence or registered office does not fall under an adequacy decision issued by the European Commission, shall be governed by the terms of a data transfer agreement, which shall contain
  - standard contractual clauses as published in the Decision of the European Commission of February 5, 2010 (Decision 2010/87/EC) or
  - other mechanisms foreseen by the Privacy Legislation and/or and other applicable rules concerning the Processing of Personal Data.

#### **CONFIDENTIALITY**

- 8.1 Wordze.com shall maintain the Personal Data confidential and thus not disclose nor transfer any Personal Data to third parties, without the prior written agreement of the Customer, unless when:
  - Explicit written deviation from this agreement;
  - Such disclosure and/or announcement is required by law or by a court or other government decision (of any kind). In such case Wordze.com shall, prior to any disclosure and/or announcement, discuss the scope and manner thereof with the Customer.
- 8.2 Wordze.com shall ensure that its personnel, engaged in the performance of the Subscription, are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Wordze.com shall ensure that such confidentiality obligations survive the termination of the personnel engagement.
- 8.3 Wordze.com shall ensure that its access to Personal Data is limited to such personnel performing the Subscription in accordance with the agreement.

## **NOTIFICATION & DATA BREACH**

- 9.1 Wordze.com shall use its best efforts to inform the Customer within a reasonable time when it:
- Receives a request for information, a request for inspection or audit from a competent public authority in relation to the Processing of Personal Data;
  - Has the intention to disclose Personal Data to a competent public authority;
  - Determines or reasonably suspects a Data Breach has occurred in relation to the Personal Data.
- 9.2 In case of a Data Breach, Wordze.com:
- Notifies the Customer without undue delay after becoming aware of a Data Breach and shall provide to the extent possible assistance to the Customer with respect to its reporting obligation under the Privacy Legislation;
  - Undertakes as soon as reasonably possible to take appropriate remedial actions to make an end to the Data Breach and to prevent and/or limit any future Data Breach.

## **RIGHTS OF DATA SUBJECTS**

- 10.1 To the extent the Customer in its use of the Services does not have the ability to correct, amend, block or delete Personal Data, as required by Privacy Legislation, Wordze.com shall to the extent it is legally permitted to do so comply with any commercially reasonable request by the Customer to facilitate such actions.
- 10.2 Wordze.com shall, to the extent legally permitted, promptly notify the Customer if it receives a request from a Data Subject for access to, correction, amendment or deletion of that Data Subject's Personal Data. Wordze.com shall, however, not respond to any such Data Subject request without Customer's prior written consent except to confirm that the request relates to the Customer to which the Customer hereby agrees.
- 10.3 Wordze.com shall provide the Customer with commercially reasonable cooperation and assistance in relation to the handling of a Data Subject's request for access to that person's Personal Data, to the extent legally permitted and to the extent the Customer does not have access to such Personal Data through its use of the Services.
- 10.4 To the extent legally permitted, the Customer shall be responsible for any costs arising from Wordze.com's provision of such assistance to the Data Subject.

## TERMINATION, RETURN AND DELETION OF PERSONAL DATA

- 11.1 After the provision of the services has been completed or terminated, or sooner if so directed by the Customer, Wordze.com shall, at the Customer's request, delete or return all personal data collected and processed pursuant to this agreement, unless it is required to retain such personal data under any applicable legal provision.
- 11.2 Unless otherwise directed by the Customer, the Processor will retain the personal data for a period of six months after the termination of the contract and the completed provision of the services solely for the purpose of allowing the Customer to export it. After the expiration of the six-month retention period, Wordze.com may at its discretion delete all personal data.
- 11.3 Notwithstanding the foregoing, Wordze.com shall be entitled to retain, even after the provision of the services has been completed and the termination of the agreement, all information including personal data necessary to demonstrate orderly and compliant processing in accordance with statutory retention periods.

## AUDITS

- 12.1 Wordze.com shall make available to the Customer on request all information necessary to demonstrate compliance with the obligations laid down in this Agreement and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.
- 12.2 Inspections and audits shall be agreed upon in advance between the Parties and take place without impairing Wordze.com's regular business operations. All costs of such audits or inspections shall be borne by the Customer.

## APPLICABLE LAW AND JURISDICTION

- 13.1 All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of this agreement shall be governed by and construed in accordance with the laws of **the British Virgin Islands** without giving effect to any other choice of law or conflict-of-laws rules or provisions (British Virgin Islands, foreign or international) that would cause the laws of any country other than **the British Virgin Islands** to be applicable.
- 13.2 Any dispute concerning the validity, interpretation, enforcement, performance or termination of this agreement shall be submitted to the exclusive jurisdiction of the courts of **the British Virgin Islands** .

## **Annex I – Overview of Personal Data**

### **I. Overview of the Personal Data, which Parties expect to Process:**

- contact and communication data;
- payment-related data for invoicing purposes;
- data provided by the Customer when creating your account.
- data referring to the use of the website [www.wordze.com](http://www.wordze.com), such as data relating to support, analytics etc.;
- data as set out in the Privacy and Cookie Policy of [Wordze.com](http://Wordze.com).

### **II. The categories of Data Subjects whose Personal Data shall be Processed:**

- Employees
- Prospects
- Customers, Customer's key officer and employees, Customer's business partners, Customers' clients/customers.
- Service providers

### **III. The use of Personal Data and the means and purposes of Processing:**

#### **Use of Personal Data:**

- Retention in the website, platform and/or the app
- Processing as set out in the Privacy and Cookie Policy of [Wordze.com](http://Wordze.com).

#### **Means of Processing:**

- Through [Wordze.com](http://Wordze.com)'s developed software
- Integrations with Third Party service providers as set out in the Privacy and Cookie Policy of [Wordze.com](http://Wordze.com).

#### **Purpose of Processing:**

- Management of tasks, meetings, calls
- Adding Personal Data to the CRM and Marketing tool in order to follow-up sent emails and management of contacts and companies
- Invoicing
- Management of users / teams of users of the website and services
- Creation and management of support tickets
- Creation of [Wordze.com](http://Wordze.com) accounts and projects by the Customer
- Purposes as set out in the Privacy and Cookie Policy of [Wordze.com](http://Wordze.com).

### **IV. The term during which the Personal Data shall be stored:**

[Wordze.com](http://Wordze.com) shall retain the Personal Data as long as the Subscription and/or the agreement is ongoing. Once the Subscription and/or the agreement has been terminated and the period of export by the Customer has expired; [Wordze.com](http://Wordze.com) shall **on the request of the customer**, delete all personal data collected and processed pursuant to this agreement, unless it is required to retain such personal data under any applicable legal provision or in order to demonstrate orderly and compliant processing in accordance with statutory retention periods.

## **Annex II – Description of security measures**

This document entails the technical and organizational security measures implemented by Wordze.com in support of its Processing activities.

### **I. Access Control of Processing Areas**

Web applications, communications and database servers of Wordze.com are located in secure data centers in the United States, which are operated by **Digital Ocean LLC**.

### **II. Access Control to Personal Data Processing Systems**

Wordze.com has implemented suitable measures to prevent its Personal Data Processing systems from being used by unauthorized persons.

This is accomplished by:

- Establishing the identification of the terminal and/or the terminal user to the Wordze.com systems;
- Automatic time-out of user terminal if left idle. Identification and password required to reopen;
- Utilizing firewall, router and VPN-based access controls to protect the private service networks and back-end-servers;
- Ad hoc monitoring infrastructure security;
- Regularly examining security risks by internal employees;
- Issuing and safeguarding of identification codes;
- Role-based access control implemented in a manner consistent with principle of least privilege;
- Access to host servers, applications, databases, routers, switches, etc., is logged;
- Making use of commercial and custom tools to collect and examine its Platform and system logs for anomalies.

### **III. Availability Control**

Wordze.com has implemented suitable measures to ensure that Personal Data is protected from accidental destruction or loss.

This is accomplished by:

- Redundant service infrastructure;
- Constantly evaluating data centers and Internet service providers (ISPs) to optimize performance for its customers in regards to bandwidth, latency and disaster recovery isolation;
- Service level agreements from ISPs to ensure a high level of uptime;
- Rapid failover capability.

### **IV. Transmission Control**

Wordze.com has implemented suitable measures to prevent Personal Data from being read, copied, altered or deleted by unauthorized parties during the transmission thereof or during the transport of the data media.



This is accomplished by:

- Use of adequate firewall and encryption technologies to protect the gateways and pipelines through which the data travels;
- Sensitive Personal Data is encrypted during transmission using up to date versions of TLS or other security protocols using strong encryption algorithms and keys;
- Protecting web-based access to account management interfaces by employees through encrypted TLS

## **V. Monitoring**

Wordze.com does not access Personal Data of the Customer, except:

- To provide the required services under the agreement with the Customer;
- In support of its customer experience;
- As required by law; or
- Upon request of the Customer.

This is accomplished by:

- Individual appointment of system administrators;
- Adoption of suitable measures to register system administrators' access logs to the infrastructure.