

# Data Processing Agreement

Because EU

This Data Processing Addendum ("DPA"), forms part of the Agreement between Powerful Through Grace, Inc. ("Simplero") and the entity or person named on the signature page ("Customer") and shall be effective on the date that Customer signs the agreement. It is already presigned by Simplero. The agreement will be void if the Customer is not a direct customer of Simplero.

This agreement is in addition to our normal Terms as agreed to elsewhere.

## 1. Definitions

All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement.

- "Agreement" refers to our [Terms of Service](#) and any other agreement governing the provision of Services to Customer, as those terms may be updated by Simplero from time to time.
- "Customer Data" refers to any Personal Data that Simplero processes on behalf of Customer as a Data Processor in the process of providing Services, as described in this DPA.
- "Data Controller" is an entity that determines the purposes and means of the processing of Personal Data.
- "Data Processor" is an entity that processes Personal Data on behalf of the Data Controller.
- "Data Protection Laws" refers to all data protection and privacy laws applicable to the processing of Personal Data under the Agreement, including EU Data Protection Law where applicable.
- "EU Data Protection Law" means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) ("GDPR"); and (ii) Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector and applicable national implementations of it.
- "EEA" means, for the purposes of this DPA, the European Economic Area, United Kingdom and Switzerland.
- "Personal Data" is any information relating to an identified or identifiable natural person.
- "Privacy Shield" is the EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield Framework self-certification program operated by the U.S. Department of Commerce and approved by the European Commission pursuant to Decision C(2016)4176 of 12 July 2016 and by the Swiss Federal Council on January 11, 2017 respectively.
- "Privacy Shield Principles" are defined in Annex II to the European Commission Decision C(2016)4176 of 12 July 2016.
- "Processing" has the meaning given to it in the GDPR and "process", "processes" and "processed" shall be interpreted accordingly.
- "Security Incident" is any unauthorized or unlawful breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Data.
- "Sensitive Data" as defined in the EU Data Protection Law

- "Services" is any product or service provided by Simplero to Customer pursuant to the Agreement.
- "Subprocessor" refers to any Data Processor engaged by Simplero to assist in fulfilling its obligations with respect to providing the Services..

## **2. Relationship with the Agreement**

This DPA does not replace the Agreement. The Agreement stays in full force and effect, except for the changes made by this DPA. If there's a conflict between the DPA and the Agreement, then the DPA is in control for that specific point.

Any claims brought under this DPA are subject to the Agreement, including specifically the exclusions and limitations set forth in the Agreement.

Only a party to this DPA, its successors and permitted assignees, shall have the right to enforce its terms.

This DPA is governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by applicable Data Protection Laws.

## **3. Scope and Applicability**

This DPA applies only to the extent that Simplero processes Customer Data subject to the EU Data Protection Law on behalf of Customer as Data Processor in the course of providing Services.

The DPA is valid from May 25th, 2018, or the date it is executed, whichever is later.

## **4. Roles and Scope**

Customer as Data Controller appoints Simplero as Data Processor to process Personal Data on Customer's behalf.

Customer agrees that it will comply with all of their obligations as a Data Controller under Data Protection Laws with respect to its processing of Customer Data and any processing it instructs Simplero to do, and that they have provided notice and obtained all consents and rights necessary under Data Protection Laws for Simplero to process Customer Data and provide Services.

Simplero will process Customer Data only for the purposes described in this DPA and only according to Customer's documented, lawful instructions. The parties agree that this DPA and the Agreement together define Customer's complete instructions to Simplero about processing of Customer Data and any processing outside this scope will need prior written agreement.

Description of data processing under this DPA:

- Subject matter: The subject matter is Customer Data.
- Duration: The duration is until the termination of the Agreement in accordance with its terms.
- Purpose: The purpose is to provide Services to the Customer and performance of Simplero's obligations under the Agreement, including this DPA.
- Nature: Simplero provides an email, automation, marketing, ecommerce, web site, membership site, landing page, and affiliate tracking platform, as described in the Agreement.

- Categories of data subjects: Any individual accessing and/or using the Services through the Customer's account, as well as any individual whose email address is included in the Customer's database of Contacts, or whose information is stored or collected via the Services, or to whom Users send email or otherwise engage or communicate with via Services.
- Types of Customer Data: Name, email, gender, title, demographic information, address, phone number, and any other data collected by Customer.
- Pass-through data: We provide the means for financial data such as credit card information to flow through to the payment processor of Customer's choice. These data are passed directly from the end user's browser to the payment processor, and never reach our servers.

Prohibited Data: Customer will not provide, directly or indirectly, any Sensitive Data to Simplero for processing under the Agreement and this DPA, and Simplero shall have no liability whatsoever for Sensitive Data, whether in connection with a Security Incident or otherwise. To be completely clear: Do not store any Sensitive Data in Simplero. This DPA will not apply to any Sensitive Data.

Notwithstanding anything to the contrary in the Agreement (including this DPA), Customer acknowledges that Simplero shall have a right to use and disclose data relating to the operation, support and/or use of the Services for its legitimate business purposes, such as billing, account management, technical support, product development and sales and marketing. To the extent any such data is considered Personal Data under Data Protection Laws, Simplero is the Data Controller of such data and accordingly shall process such data in accordance with the Agreement and Data Protection Laws.

Customer acknowledges that in connection with the performance of the Services, Simplero employs the use of cookies, unique identifiers, and similar tracking technologies ("Tracking Technologies"). Customer shall maintain appropriate notice, consent, opt-in and opt-out mechanisms as required by Data Protection Laws to enable Simplero to deploy Tracking Technologies lawfully on, and collect data from, the devices of their Contacts.

## 5. Subprocessing

Customer agrees that Simplero may engage Subprocessors to process Customer Data on Customer's behalf. The Subprocessors currently engaged by Simplero and authorized by Customer are [listed here](#). Customer shall be notified by Simplero in advance of any new Subprocessor being appointed by changes to this web page.

Customer may object in writing to the appointment of an additional Subprocessor within five (5) calendar days after Simplero's notice in accordance with the mechanism set out above. In the event that Customer objects on reasonable grounds relating to the protection of the Personal Data, then the parties shall discuss commercially reasonable alternative solutions in good faith. If no resolution can be reached, Simplero will, at its sole discretion, either not appoint Subprocessor, or permit Customer to suspend or terminate the affected Services in accordance with the termination provisions of the Agreement.

Where a Subprocessor is engaged by Simplero as described here, Simplero shall:

- restrict the Subprocessor's access to Personal Data only to what is necessary to perform the subcontracted services
- impose on such Subprocessors data protection terms that protect the Personal Data to the same standard provided for by this DPA
- remain liable for any breach of the DPA caused by a Subprocessor.

## 6. Security

Simplero shall implement appropriate technical and organizational measures to protect the Personal Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access.

Customer is responsible for reviewing [the information made available about data security](#) and determine for themselves whether the Services meet Customer's requirements and legal obligations under Data Protection Laws.

Customer acknowledges that Simplero may update or modify these measures over time, provided that such changes do not degrade the security of the Services purchased by the Customer.

That said, Customer agrees that, Customer is responsible for its secure use of the Services, including securing its login credentials, using 2-factor authentication, protecting Customer Data in transit to and from the Services, and securely encrypting or backing up any Customer Data uploaded to the Services.

Simplero shall ensure that any person that it authorizes to process the Personal Data shall be subject to a duty of confidentiality (whether a contractual or a statutory duty).

Upon becoming aware of a Security Incident, Simplero shall notify Customer without undue delay and shall provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by Customer.

Simplero shall provide written responses (on a confidential basis) to all reasonable requests for information made by Customer, including responses to information security and audit questionnaires that are necessary to confirm Simplero's compliance with this DPA.

Simplero shall permit the Customer (or its appointed third party auditors) to carry out an audit of Simplero's processing of Personal Data under the Agreement following a Security Incident suffered by Simplero, or upon the instruction of a data protection authority. Customer must give Simplero reasonable prior notice of such intention to audit, conduct its audit during normal business hours, and take all reasonable measures to prevent unnecessary disruption to Simplero's operations. Any such audit shall be subject to Simplero's security and confidentiality terms and guidelines.

## 7. International Transfers

To the extent that Simplero processes any Personal Data originating from the EEA in a country that has not been designated by the European Commission as providing an adequate level of protection for Personal Data, the Personal Data shall be deemed to have adequate protection (within the meaning of EU Data Protection Law) by virtue of Simplero's self-certification to the Privacy Shield. Simplero shall agree to apply the Privacy Shield Principles when processing (or causing to be processed) any EEA or Swiss Personal Data under this DPA.

Simplero agrees to notify Customer without undue delay if its self- certification to the Privacy Shield is withdrawn, terminated, revoked, or otherwise invalidated. In such a case, the parties shall cooperate in good faith to put in place such alternative data export mechanisms as are required under EU Data Protection Law to ensure an adequate level of protection for the Personal Data.

## 8. Deletion or Return of Data

When the Agreement expires or is terminated, Simplero shall at Customer's election delete or return to Customer the Personal Data (including copies) in Simplero's possession, save to the extent that Simplero is required by any applicable law to retain some or all of the Personal Data.

## 9. Cooperation

Simplero shall as much as possible provide reasonable assistance to Customer to enable them to respond to requests from a data subject seeking to exercise their rights under EU Data Protection Law. In the event that such request is made directly to Simplero, Simplero shall promptly inform Customer of the same.

Simplero shall, to the extent required by EU Data Protection Law, and at Customer's expense, provide Customer with commercially reasonable assistance with data protection impact assessments or prior consultations with data protection authorities that Customer is required to carry out under EU Data Protection Law, as it relates to the Personal Data processed by Simplero.

That's it, folks!

Now go sign it...

Powerful Through Grace, Inc.

Infospray Media



Name: Calvin Correll

Name: Rasmus Lindgren

Title: CEO

Title: CEO

Date: 10 Jul 2018

Date: 10 Jul 2018