



Data Protection Attachment for Serry Services

Version date: 1 November 2022

This Data Protection Attachment for Serry Services (“**DPA**”) is incorporated into and made part of Serry’s Terms of Service (“**Agreement**”). Unless otherwise defined in this DPA, capitalized terms will have the meaning given to them in the Agreement. In the event of any conflict between these documents, the following order of precedence applies (in descending order): (a) the body of the DPA; (b) any documents attached to the DPA; and (c) the Agreement.

1. DEFINITIONS

“**Applicable Data Protection Laws**” means all data privacy or data protection laws or regulations that apply to the Processing of Personal Data under the Agreement.

“**Controller**” and “**Processor**” (or equivalent terms) have the meanings set forth under Applicable Data Protection Laws.

“**Data Incident**” means any breach of Serry’s security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data on systems managed by Serry.

“**Data Subjects**” has the same meaning as the term “data subject” or equivalent term under Applicable Data Protection Laws.

“**Serry Service Subprocessor**” means a third party, which may Process Personal Data on behalf of Serry as part of the provision of the Serry Services.

“**Personal Data**” means such “personal data”, “personally identifiable information (PII)” or equivalent term under Applicable Data Protection Laws.

“**Process/Processing**” has the meaning set forth under Applicable Data Protection Laws and includes any operation or set of operations that is performed on Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

“**Regulators**” has the same meaning as the term “supervisory authority”, “data protection authority” or equivalent term under Applicable Data Protection Laws.

2. GENERAL

- 2.1. This DPA applies to Serry's Processing of Personal Data on Customer's or Customer Affiliate's behalf (as applicable) for the provision of the Serry Services as specified in the Agreement. Unless otherwise expressly stated in the Agreement, this DPA is in effect and remains in force for the Term of the Agreement.

3. PROCESSING RESPONSIBILITY AND CUSTOMER'S INSTRUCTIONS

- 3.1. Customer is a Controller and Serry is a Processor for the Processing of Personal Data with respect to the Serry Services provided under the Agreement. Each Party is responsible for compliance with its own respective obligations under Applicable Data Protection Laws. For the avoidance of doubt, Serry is not responsible for complying with data protection laws applicable to Customer or Customer's industry such as those not generally applicable to online service providers. Customer acknowledges and agrees that it has met all legal requirements necessary for Serry and/or the Serry Service Subprocessors to process Personal Data as authorized in the Agreement.
- 3.2. Serry will Process Personal Data only as necessary to provide the Serry Services in accordance with the terms of the Agreement or as instructed by Customer in writing, including in electronic form. Subject to Customer's instructions being in accordance with Applicable Data Protection Laws, Serry will comply with such instructions to the extent and within such timeframes reasonably necessary for Serry to (a) comply with its Processor obligations under Applicable Data Protection Laws; or (b) assist Customer to comply with Customer's obligations under Applicable Data Protection Laws relevant to Customer's use of the Serry Services. Serry will follow such Customer's instructions at no additional cost to Customer if Serry does not expect to incur additional charges or fees not reasonably covered by the fees for the Serry Services payable under the Agreement, including, without limitation, additional license or third-party contractor fees. If additional charges or fees are expected, Serry will promptly inform Customer upon receiving Customer's instructions and the Parties will negotiate in good faith with respect to any such charges or fees. To the extent required by the Applicable Data Protection Laws, Serry will promptly inform Customer if, in Serry's opinion, Customer's instruction infringes Applicable Data Protection Laws. Customer acknowledges and agrees that Serry is not responsible for performing legal research and/or for providing legal advice to Customer.
- 3.3. Unless otherwise specified in the Agreement, Customer agrees it will not provide Serry with any sensitive or special categories of Personal Data that imposes specific data security or data protection obligations on Serry in addition to or different from those specified in this DPA (including any appendix to the DPA) or Agreement.

4. PRIVACY INQUIRIES AND REQUESTS FROM DATA SUBJECTS

- 4.1. If Customer receives a request or inquiry from a Data Subject related to Personal Data Processed by Serry, Customer can either (a) access its Serry Services containing Personal Data to address the request or inquiry, or (b) to the extent such access is not available to Customer, contact Serry at hello@serry.io for additional assistance to enable Customer to address the request or inquiry.
- 4.2. If Serry directly receives any requests or inquiries from a Data Subject, Serry will promptly pass on such request to Customer if the Data Subject has identified Customer as Controller of the Personal Data forming the base of the request or inquiry. Serry may advise the Data Subject to identify and contact the relevant Controller(s) which have uploaded or submitted the Data Subject's Personal Data for Processing by the Serry Services. Notwithstanding the foregoing, Customer understands and agrees that as a Controller, Customer is solely responsible for responding to such Data Subject's requests or inquiries and that Serry has no responsibility to respond to a Data Subject for or on the Customer's behalf. Regarding any anonymized data or other data not considered Personal Data under Applicable Data Protection Laws, the Parties agree and acknowledge that Serry has no obligation as a Processor or under this DPA to re-identify or link information or take any other action which may result in such data being deemed Personal Data.

5. SERRY AFFILIATES AND THIRD-PARTY SUBPROCESSORS

- 5.1. Subject to the terms of this DPA and the Agreement, Customer acknowledges and agrees that Serry may engage Serry Service Subprocessors to Process Personal Data for or on behalf of Serry to provide the Serry Services. Serry will be liable for the performance of all its obligations under the Agreement whether or not it has delegated or subcontracted any of them to a Serry Service Subprocessor.
- 5.2. Serry Service Subprocessors are authorized by Serry to process Personal Data only in accordance with the terms of this DPA and the Agreement or bound by written terms at least as protective of Customer's Personal Data as set forth in this DPA.
- 5.3. If and to the extent the Processing of Personal Data by Serry involves a cross-border transfer of Personal Data to any Serry Service Subprocessor(s) in a country not recognized as providing an adequate level of protection for Personal Data, the Parties agree that prior to any such transfers taking place, Serry will implement with such Serry Service Subprocessor(s) appropriate cross-border transfer safeguards in accordance with the Applicable Data Protection Laws.

6. CROSS-BORDER DATA TRANSFERS

- 6.1. Serry may Process Personal Data globally as necessary to perform the Serry Services.

7. INFORMATION AND ASSISTANCE

- 7.1. Upon prior written request, Serry will provide to Customer reasonable assistance and information regarding the Serry Services provided under the Agreement to assist Customer in (a) Customer conducting a privacy impact assessment of the Serry Services, and (b) an investigation by any Regulator(s) to the extent that such investigation relates to Customer's use of the Serry Services and Personal Data Processed by Serry in accordance with the Agreement.

8. SECURITY SAFEGUARDS

- 8.1. Serry will safeguard Personal Data with appropriate technical, physical, and organizational measures designed to prevent Data Incidents. All Serry employees, as well as any Serry Service Subprocessors that Process Personal Data, are subject to appropriate written confidentiality obligations, including training on information protection, and compliance with Serry policies concerning protection of Confidential Information.
- 8.2. Customer shall be responsible for properly implementing access and use controls and configuring certain features and functionalities of the Serry Services that Customer may elect to use and agrees that it will do so in accordance with this DPA and the Agreement in such manner that Customer deems adequate, including, without limitation, maintaining appropriate security, protection, deletion, and backup of its own Personal Data.

9. INCIDENT NOTIFICATION AND MANAGEMENT

- 9.1. Serry has implemented controls and policies designed to detect and promptly respond to Data Incidents. Serry shall, without undue delay, report to Customer any Data Incident upon becoming aware that a Data Incident has occurred, to the extent not otherwise prohibited under applicable law. Serry's obligation to report a Data Incident under this DPA is not and will not be construed as an acknowledgement by Serry of any fault or liability of Serry with respect to such Data Incident. Customer is solely responsible for determining whether to notify impacted Data Subjects and for providing such notice, and for determining whether Regulators need to be notified of a Data Incident as may be required for Customer's own business and activities. Notwithstanding the foregoing, Customer agrees to coordinate with Serry on the content of Customer's intended public statements or required notices for affected Data Subjects and/or notices to relevant Regulators regarding the Data Incident.

- 9.2. Serry will promptly define escalation paths to investigate such incidents in order to confirm if a Data Incident has occurred, and to take reasonable measures designed to identify the root cause(s) of the Data Incident, mitigate adverse effects and prevent a recurrence.

10. RETURN OR DISPOSAL

- 10.1. Prior to termination or expiration of the Agreement for any reason, Customer may delete its Personal Data Processed by the Serry Services in accordance with the terms of the Agreement. At Customer's prior written request and upon termination of the Serry Services, Serry will promptly return (including by providing available data retrieval functionality) or delete copies of Personal Data on Serry systems and Serry Services environments, except as otherwise stated in the Agreement or unless applicable laws require storage of the Personal Data for longer.
- 10.2. For Personal Data stored in Customer's service environment, or for the Serry Services for which no bulk data retrieval functionality is provided by Serry as part of the Serry Services, Customer is advised to take appropriate action to back up or otherwise store separately any Personal Data while the Serry Services environment is still active prior to termination.

EUROPEAN DPA APPENDIX

This European DPA Appendix (“**EU Appendix**”) is incorporated into and made part of the DPA. Unless otherwise defined in this EU Appendix, capitalized terms will have the meaning given to them in the main body of the DPA.

1. DESCRIPTION OF PROCESSING

- 1.1. **Duration.** The duration of the Processing of Personal Data will be the same as the Term of the Agreement, except as otherwise agreed to in writing by the Parties or required by Applicable Data Protection Laws.
- 1.2. **Processing Activities.** Serry may Process Personal Data as necessary to perform the Serry Services, including where applicable for hosting and storage; backup and disaster recovery; service change management; issue resolution; applying new product or system versions, patches, updates and upgrades; monitoring and testing system use and performance; IT security purposes including incident management; maintenance and performance of technical support systems and IT infrastructure; and migration, implementation, configuration and performance testing. Additionally, Serry may collect, retain, use, disclose and otherwise Process Personal Data for the following additional business purposes: (a) to comply with Customer’s written instructions, as Customer may provide to Serry from time to time pursuant to the Agreement and the DPA; (b) to disclose Personal Data to its employees, contractor personnel, advisers or Serry Service Subprocessors who have a need to know the Personal Data in order to provide the Serry Services and are under confidentiality obligations at least as restrictive as those described under the Agreement; (c) to comply with Applicable Data Protection Laws or any request from a Regulatory or other governmental or regulatory body (including subpoenas or court orders); and (d) to exercise or defend legal claims.
- 1.3. **Categories of Personal Data.** In order to perform the Serry Services, depending on the Serry Services Customer has ordered, Serry may Process some or all of the following categories of Personal Data: contact information such as name, address, telephone or mobile number, email address, and passwords; goods and services provided; unique IDs collected from mobile devices; and IP addresses.
- 1.4. **Categories of Data Subjects.** Categories of Data Subjects whose Personal Data may be Processed in order to perform the Serry Services may include, among others, Customer’s Account Administrator, Authorized Users, representatives and end users, including without limitation Customer’s employees, contractors, partners, suppliers, customers and clients.