

General Data Protection Regulation (GDPR) – User Opt-In

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ZINFI Confidential & Proprietary
Shared Under NDA



Contents

Introduction	3
Recitals:	3

Introduction

ZINFI Technologies, Inc. ("ZINFI") provides use of the Site and its related Service to User and Account Holder (User) subject to the terms and conditions ("Terms and Conditions") herein. This Data Processing Addendum ("DPA") is an addendum to the Terms and Conditions and forms an electronic agreement between ZINFI and the User for the mutual processing of online channel management services to reflect the parties' agreement with regard to the Processing of Personal Data.

By using this software platform, User enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent OEM processes Personal Data for which such Authorized Affiliates qualify as the Controller. For the purposes of this DPA only, and except where indicated otherwise, the term "Customer" shall include Customer and Authorized Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services to Customer pursuant to the Agreement, ZINFI may Process Personal Data on behalf of the User and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

Recitals:

The User agrees and warrants:

- a) 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 reported to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- b) 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;
- c) that it will provide sufficient guarantees with respect to the technical and organizational security measures to maintain the Data Subject's rights
- d) 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, or unauthorized 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 with regard to the state of the art and the cost of their implementation;
- e) that it will ensure compliance with the security measures;

- f) 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 providing adequate protection within the meaning of Directive 95/46/EC;
- g) to forward any notification received from the data importer or any sub processor to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- h) to make available to the Data Subject upon request a copy of the Clauses, 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;
- i) that, in the event of processing, the processing activity is carried out by a processor providing at least the same level of protection for the Personal Data and the rights of the Data Subject as the data collector under the Clauses;
- j) that it does not use Personal Data without consent of the Data Subject;
- k) that it reports data breaches to the Data Subject without delay;
- l) that it maintains a mandatory Data Protection Office;
- m) that it maintains records of all processing activities;
- n) that it complies with EU trans-border data transfer rules;
- o) the Controller assists the Processor in complying with Data Subjects' rights;
- p) the Controller assists the Processor in managing the consequences of data breaches;
- q) that it deletes/retains or return all Personal Data at the end of the contract at the choice of the Data Subject; and
- r) that it must inform the Data Subject if the processing instructions infringe GDPR.