

Privacy Toll Free, LLC
Data Processing Addendum

1. Introduction

This Data Processing Addendum (“**DPA**”) forms part of the Terms of Service (the “**Terms**”) between Privacy Toll Free, LLC (“**Processor**” or “**CCPA Toll Free**”) and you (“**Controller**” or “**Customer**”) pursuant to which Processor will provide Services to Customer. References to the Terms will be construed as including this DPA and any capitalized terms not defined herein shall have the meanings given to them in the Terms. Except as modified below, the Terms remain in full force and effect. This DPA shall automatically terminate upon expiration or termination of the Terms and it replaces any existing data processing agreement the parties may have previously entered into.

2. Definitions

In this DPA, the following capitalized terms shall have the meanings set out below and any other capitalized terms used and not defined herein are as defined in the Terms:

“Applicable Data Protection Laws” means any and all applicable United States (federal and state) and international laws, rules, directives, regulations or orders that are applicable to the Services provided under the Terms, which may include, but are not limited to, the California Consumer Protection Act (“**CCPA**”), General Data Protection Regulation (“**GDPR**”), and equivalent requirements in the United Kingdom, including the Data Protection Act 2018 and the United Kingdom General Data Protection Regulation (“**UK Data Protection Law**”);

“Data Subject Request” means a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure, data portability, object to the Processing, or its right not to be subject to an automated individual decision making with respect to Customer Personal Data.

“EEA” means the European Economic Area;

“Standard Contractual Clauses” means the agreements deemed executed by and between Customer and CCPA Toll Free pursuant to the European Commission’s decision (EU) 2021/914 of 4 June 2021 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

“Customer Personal Data” means Personal Data that is provided by Customer or its end users in its capacity as a client of CCPA Toll Free and Processed for or on behalf of Customer.

“Personal Data” (i) any information or data that identifies, relates to, describes, is capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular individual, household, or device, including but not limited to name, contact information, IP address, device identifier, or cookie identifier; (ii) any characteristics, demographic details, and/or usage information associated with personal data; and (iii) any information defined as personal data, personal information, or an equivalent term under Applicable Data Protection Laws and Regulations.

“Security Breach” means a breach of security which results in an actual or reasonably suspected accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data transmitted, stored or otherwise processed by CCPA Toll Free.

“Services” has the meaning as set out in the Terms.

“Sub-processor” means any processor engaged by CCPA Toll Free to process Customer Personal Data; and

The word "**include**" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

The terms, "**Controller**", "**Data Subject**", "**Process**", and "**Processing**" shall have the same meaning as in the Applicable Data Protection Laws.

3. Processing of Customer Personal Data

- a. As between Customer and CCPA Toll Free, Customer is the Controller of Customer Personal Data, and CCPA Toll Free shall Process Customer Personal Data as a Processor acting on behalf of Customer.
- b. CCPA Toll Free shall comply with all Applicable Data Protection Laws in the Processing of Customer Personal Data and Process Customer Personal Data only in accordance with Customer's documented instructions, (including as to the subject-matter and duration of the Processing, the nature and purpose of the Processing, the type of Customer Personal Data and categories of data subjects as set out in Exhibit A to this DPA), unless different Processing is required by law applicable to CCPA Toll Free, in which case CCPA Toll Free shall, to the extent permitted by the Applicable Data Protection Laws, inform the Customer of that legal requirement before Processing the Customer Personal Data in such manner.
- c. Customer agrees that (i) it shall comply with its obligations as Controller under Applicable Data Protection Laws in respect of its Processing of Customer Personal Data and any Processing instructions it issues to CCPA Toll Free, and warrant that (ii) it has provided notice and obtained (or shall obtain) all necessary consents (including without limitation, verifiable consent) and rights necessary under Applicable Data Protection Laws for CCPA Toll Free to Process Customer Personal Data and provide the CCPA Toll Free Services pursuant to the Terms and this DPA.

4. Security and Confidentiality

CCPA Toll Free shall:

- a. 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 Data Subjects, implement appropriate technical and organizational measures in relation to Customer Personal Data to ensure a level of security appropriate to the risk, including, as appropriate, the measures required by the Applicable Data Protection Laws and Exhibit B of this DPA;
- b. ensure that CCPA Toll Free' personnel, agents and contractors who process Customer Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities, and are subject to appropriate written or statutory obligations of confidentiality; and
- c. CCPA Toll Free shall ensure that CCPA Toll Free' employee access to Personal Data is limited to those personnel who have a "need to know" in order to perform the Services in accordance with the Terms.

5. Sub-Processing

- a. To the extent required for the provision of the Services, Customer authorizes CCPA Toll Free to appoint Sub-processors in accordance with this section and any restrictions or additional requirements set out in this DPA. CCPA Toll Free may continue to use those Sub-processors already properly engaged or approved by Customer, as described at: <https://ccpatollfree.com/gdpr/>
- b. CCPA Toll Free shall give Customer prior written notice of the removal or addition of any Sub-processor, including details of the Processing activities of the Sub-processor. Customer shall have fifteen (15) business days to either reject or approve the removal or addition of any Sub-processor. If Customer rejects to removal or addition of such Sub-processor, CCPA Toll Free and

Customer shall work in good faith to find a mutually agreed upon solution to address Customer's concerns. If CCPA Toll Free and Customer cannot agree to a solution that addresses Customer's concerns, Customer shall have the right to terminate the Terms without any additional termination fee to Customer.

c. CCPA Toll Free shall ensure the arrangement between CCPA Toll Free and each Sub-processor is governed by a written contract including terms which offer at least the equivalent level of protection for Customer Personal Data as those set out in this DPA. For the avoidance of doubt, CCPA Toll Free shall be liable for the acts and omissions of its Sub-processors to the same extent CCPA Toll Free would be liable if performing the services of each Sub-processor directly under the terms of this DPA.

6. Data Subject Rights

a. Taking into account the nature of the Processing, CCPA Toll Free shall assist Customer by appropriate technical and organizational measures, for the fulfillment of Customer's obligation to respond to any Data Subject Request under Applicable Data Protection Laws.

b. If Customer, in its use of the Services, does not have the ability to address a Data Subject Request, CCPA Toll Free shall upon Customer's request, assist Customer in responding to such Data Subject Request.

7. Security Breach

a. CCPA Toll Free shall notify Customer in writing immediately, but in no event later than seventy-two (72) hours, of any Security Breach, providing Customer with sufficient information to allow Customer to meet any obligations to report or inform Data Subjects of the Security Breach under the Applicable Data Protection Laws.

b. CCPA Toll Free shall reasonably cooperate with Customer and take such reasonable commercial steps to investigate, mitigate, and remediate such Security Breach.

c. Unless otherwise required by Applicable Data Protection Laws, CCPA Toll Free shall not disclose to third parties any information about a Security Breach involving Customer Personal Data without prior written and express permission from Customer; provided, however, nothing herein should be construed to prevent CCPA Toll Free from publicly acknowledging or disclosing the occurrence of a Security Breach where CCPA Toll Free does not identify Customer in the applicable communication. If CCPA Toll Free is required to disclose Customer's identity pursuant to Applicable Data Protection Laws, CCPA Toll Free will notify Customer prior to such disclosure.

8. Data Protection Impact Assessment and Prior Consultation

CCPA Toll Free shall:

a. maintain a record of its Processing of Personal Data containing the information set out in the Applicable Data Protection Laws. CCPA Toll Free will provide this record to Customer upon reasonable request.

b. Upon Customer's request, CCPA Toll Free shall assist Customer in conducting a data protection impact assessment and, if necessary, any prior consultations with Governmental Authorities arising out of any such assessment.

9. Deletion or return of Customer Personal Data

a. CCPA Toll Free shall, upon the written request of Customer, delete or return all Customer Personal Data to the Customer at the end of the term of the Terms, and securely delete existing copies of such data. If the Applicable Data Protection Laws require storage beyond such term, CCPA Toll Free shall ensure the confidentiality of Customer Personal Data and that such Customer Personal Data is only Processed only for the purpose(s) specified in the Applicable Laws and for no other purpose.

10. Audit rights

a. Upon Customer's request, CCPA Toll Free shall, pursuant to audit plan to be reasonably and mutually agreed to in good faith, no more frequently than once per calendar year or in response to a Security Breach, provide Customer with information regarding CCPA Toll Free' relevant security records, policies, and procedures to audit CCPA Toll Free' compliance with this DPA.

11. EEA Data Transfers

a. Customer acknowledges that CCPA Toll Free may Process Personal Data outside of the European Economic Area (the "EEA") and may engage Sub-processors that Process Personal Data outside the EEA. Customer expressly agrees to such Processing and to the transfer of Personal Data from within the EEA to jurisdictions outside of the EEA, including to countries not recognized by the European Commission as providing an adequate level of protection for Personal Data (as described in Article 45 of the GDPR). Each such transfer shall be subject to the applicable Standard Contractual Clauses.

b. The 2021 Standard Contractual Clauses apply only to Personal Data that is transferred from the EEA or any other jurisdiction that recognizes the 2021 Standard Contractual Clauses as a lawful transfer mechanism, either directly or via onward transfer, to any country or recipient: (a) not recognized by the European Commission as providing an adequate level of protection for Personal Data (as described in Article 45 of the GDPR) and (b) not covered by a suitable framework recognized by the relevant authorities or courts as providing an adequate level of protection for Personal Data. The 2021 Standard Contractual Clauses are hereby incorporated by reference with respect to each applicable transfer.

c. To the extent the Parties rely on the 2021 Standard Contractual Clauses, by executing this DPA, the Parties are deemed to be signing the 2021 Standard Contractual Clauses, including Annex I.A thereto. The 2021 Standard Contractual Clauses are deemed completed as follows:

- Customer is the data exporter, CCPA Toll Free is the data importer, and their respective contact information is set forth in Annex 1 (Sections 1 and 2, respectively) to this DPA.
- Module Two (Transfer Controller to Processor) applies to transfers occurring pursuant to this DPA.
- Clause 7 (Optional Docking Clause) does not apply.
- Clause 8.9 (Documentation and Compliance): the Parties agree that audits and requests for audits pursuant to Clause 8.9 shall be done in accordance with Section 9 of this DPA.
- Clause 9(a) (Use of Sub-processors): the Parties elect Option 2 (Specific Prior Authorisation) with a 30-day notice period.
- Clause 11(a) (Redress): the optional section does not apply.
- Clause 17 (Governing Law): the Parties elect Option 1 and agree that the Clauses shall be governed by the laws of Ireland.
- Clause 18(b) (Choice of Forum and Jurisdiction): the Parties agree that any dispute arising from the Clauses shall be resolved by the courts of Ireland.
- Exhibit A (Section 3) to this DPA will apply to Annex 1.
- Exhibit B to this DPA will apply to Annex 2.

d. In the event of any conflict or inconsistency between this DPA and the applicable Standard Contractual Clauses, such Standard Contractual Clauses shall prevail.

12. General Terms

In the event of inconsistencies between the provisions of this DPA and any other agreements between the parties, including the Terms, the provisions of this DPA shall prevail.

Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The

invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

Except to the extent disallowed by Applicable Data Protection Laws, each Party's aggregate liability arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the "Mutual Limitation of Liability" section of the Terms, and any reference in such section to the liability of a Party means the aggregate liability of that Party and under the Terms and this DPA taken together.

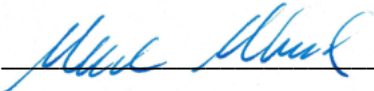
<p>Agreed for and on behalf of Processor</p> <p>Signed: </p> <p>Entity Name: Privacy Toll Free, LLC</p> <p>Name: Marc Mandel</p> <p>Title: LLC Manager</p> <p>Date: 14-June-2022</p> <p>Email: legal@ccpatollfree.com</p> <p>Phone: +1 302.864.2253</p> <p>Address: 2093 Philadelphia Pike #4678, Claymont, DE19703</p>	<p>Agreed for and on behalf of Customer</p> <p>Signed: _____</p> <p>Entity Name:</p> <p>Name:</p> <p>Title:</p> <p>Date:</p> <p>Email:</p> <p>Phone:</p> <p>Address:</p>
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EXHIBIT A - PROCESSING INFORMATION

1. Categories of data subjects

The categories of data subjects whose personal data are transferred: Customer's customers, end users, website visitors, employees and others granted access to CCPA Toll Free's privacy request management solutions.

2. Categories of personal data

The transferred categories of personal data are: name, phone number, content of privacy request, service usage metadata (e.g., date of request).

3. Special categories of personal data (if applicable)

The transferred personal data may include the following special categories: none

4. Frequency of the transfer

The frequency of the transfer is: whenever the individual provides it or updates it, or in the case of passively collective data, whenever such data is generated via service usage.

5. Subject matter of the processing

The subject matter of the processing is: providing privacy compliance services to Customer's audience.

6. Nature of the processing

The nature of the processing is: all operations reasonably necessary to the subject matter of the processing, including collection, recording, storage, analysis, retrieval, use, disclosure, restriction and anonymization.

7. Purpose(s) of the data transfer and further processing

The purpose/s of the data transfer and further processing is/are: providing privacy compliance services to Customer's audience.

8. Duration

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: CCPA Toll Free's retains personal data for the lifetime of Customer's account with the CCPA Toll Free's plus a reasonable period beyond such date in order to facilitate Customer's export of personal data. CCPA Toll Free's will always delete all personal data from an account upon request.

9. Sub-processor (if applicable)

For transfers to sub-processors, see: <https://ccpatollfree.com/gdpr/>

EXHIBIT B: TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY OF DATA

CCPA Toll Free uses commercially reasonable efforts to protect its Services according to the following program parameters:

- Physical Security
 - Control all physical media on which personal data is kept.
 - Erase/destroy all tangible and electronic media containing personal data upon disposal.
 - Securely back-up media containing personal data.
- Access Controls
 - Limit access to personal data to personnel with a need to know.
 - Use unique, non-obvious passwords with appropriate entropy to protect personal data.
 - Safeguard all passwords protecting personal data.
- Security and Privacy Technologies
 - Perform third party security audits not less than annually.
 - Use updated anti-virus software to periodically scan networks and media where recommended.
 - Use hardware or software firewall.
- Personnel Training
 - Inform personnel about information security policies and best practices.
 - Ensure former personnel do not have improper access to personal data.
- Incident Response Management
 - Use appropriate standard procedures to respond to security incidents.
 - Train personnel to recognise the signs of security incidents.
 - Use a continuity plan to ensure uninterrupted access to personal data.
- Audit Controls/Due Diligence
 - Confirm vendors adhere to appropriate measures.
 - Document compliance with the above measures.
 - Update measures in response to incidents and current best practices.