



## DATA PROCESSING ADDENDUM INSTRUCTIONS FOR REVIEWS.IO CUSTOMERS

### WHO SHOULD EXECUTE THIS DPA:

If you have determined that you qualify as a data controller under the GDPR, and need a data processing addendum (DPA) in place with vendors that process personal data on your behalf, we want to help make things easy for you.

Our GDPR compliant DPA is attached and ready for your signature in accordance with the instructions below.

### HOW TO EXECUTE THIS DPA:

1. This DPA consists of two parts: the main body of the DPA, and Annexes.
2. This DPA has been pre-signed on behalf of Reviews.io.
3. To complete this DPA, Customer must complete the information in the signature boxes and sign.
4. Send the completed and signed DPA to Reviews.io by email, indicating the Customer's / Company Name to [privacy@reviews.io](mailto:privacy@reviews.io)

Upon receipt of the validly completed DPA by Reviews.io at this email address, this DPA will become legally binding.





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### EU GDPR DATA PROCESSING ADDENDUM

(Version February 2019 )

This Data Processing Addendum (“DPA”), forms part of the Subscription Agreement, Reviews.io

Terms of Use (available at <https://www.reviews.co.uk/front/termsconditions> ), or other written or electronic agreement, by and between Reviews.io. (“Reviews.io”) and the undersigned customer of Reviews.io (“ Customer”) for review collection and publishing services (collectively, the “ Service”) provided by Reviews.io (the “ Main Agreement”). All capitalized terms not defined herein shall have the meanings set forth in the Main Agreement.

Each of Customer and Reviews.io may be referred to herein as a “ party” and together as the “ parties.”

In connection with the Service, the parties anticipate that Reviews.io may not process outside of the European Economic Area (“ EEA”) and United Kingdom, certain Personal Data in respect of which the Customer or any member of the Customer Group may be a data controller under applicable EU Data Protection Laws.

The parties have agreed to enter into this DPA in order to ensure that adequate safeguards are put in place with respect to the protection of such Personal Data as required by EU Data Protection Laws.

#### HOW TO EXECUTE THIS DPA:

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2. This DPA has been pre-signed on behalf of Reviews.io.
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Upon receipt of the validly completed DPA by Reviews.io at this email address, this DPA will become legally binding.

The parties agree that the obligations under this DPA that are specific to the GDPR shall not apply until the GDPR has come into full force and effect on the 25th March 2018.



## 1. Definitions

1.1 The following definitions are used in this DPA:

- (a) “ Adequate Country” means a country or territory that is recognized under EU Data Protection Laws as providing adequate protection for Personal Data;
- (b) “ Affiliate” means, with respect to a party, any corporate entity that, directly or indirectly, Controls, is Controlled by, or is under Common Control with such party (but only for so long as such Control exists);
- (c) “ Reviews.io” means Reviews.io and any of its Affiliates;
- (d) “ Customer Group” means Customer and any of its Affiliates established and/or doing business in the EEA, or United Kingdom;
- (e) “ EU Data Protection Laws” means all laws and regulations of the European Union, the European Economic Area, their member states, and the United Kingdom, applicable to the processing of Personal Data under the Main Agreement, including (where applicable) the GDPR;
- (f) “ GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data);
- (g) “ Personal Data” means all data which is defined as ‘personal data’ under EU Data Protection Laws and to which EU Data Protection Laws apply and which is provided by the Customer to Reviews.io, and accessed, stored or otherwise processed by Reviews.io as a data processor as part of its provision of the Service to Customer; and
- (h) “ processing”, “ data controller”, “ data subject”, “ supervisory authority” and “ data processor” shall have the meanings ascribed to them in EU Data Protection Laws.

1.2 An entity “ Controls” another entity if it:

- (a) holds a majority of the voting rights in it;
- (b) is a member or shareholder of it and has the right to remove a majority of its board of directors or equivalent managing body;
- (c) is a member or shareholder of it and controls alone or pursuant to an agreement with other shareholders or members, a majority of the voting rights in it; or
- (d) has the right to exercise a dominant influence over it pursuant to its constitutional documents or pursuant to a contract; and two entities are treated as being in “ Common Control” if either controls the other (directly or indirectly) or both are controlled (directly or indirectly) by the same entity.



## 2. Status of the parties

2.1 The type of Personal Data processed pursuant to this DPA and the subject matter, duration, nature and purpose of the processing, and the categories of data subjects, are as described in Annex 1.

2.2 Each party warrants in relation to Personal Data that it will comply (and will procure that any of its personnel comply and use commercially reasonable efforts to procure that its sub-processors comply), with EU Data Protection Laws. As between the parties, the Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which the Customer acquired Personal Data.

2.3 In respect of the parties' rights and obligations under this DPA regarding the Personal Data, the parties hereby acknowledge and agree that the Customer is the data controller and Reviews.io is the data processor, and accordingly Reviews.io agrees that it shall process all Personal Data in accordance with its obligations pursuant to this DPA.

2.4 Where and to the extent that Reviews.io processes data which is defined as 'personal data' under EU Data Protection Laws as a data controller as set out in Reviews.io Privacy Policy available at <https://www.reviews.co.uk/front/privacypolicy>, Reviews.io will comply with applicable EU Data Protection Laws in respect of that processing.

2.5 Each party shall appoint an individual within its organization authorized to respond from time to time to enquiries regarding the Personal Data and each party shall deal with such enquiries promptly.

## 3. Reviews.io obligations

3.1 With respect to all Personal Data, Reviews.io warrants that it shall:

- (a) only process Personal Data in order to provide the Service, and shall act only in accordance with:
  - (i) this DPA,
  - (ii) the Customer's written instructions as represented by this DPA, and
  - (iii) as required by applicable laws;
- (b) as soon as reasonably practicable upon becoming aware, inform the Customer if, in Reviews.io's opinion, any instructions provided by the Customer under clause 3.1 (a) infringe the GDPR;
- (c) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by the processing of Personal Data, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data. Such measures include, without limitation, the security measures set out in Annex 1;
- (d) take reasonable steps to ensure that only authorized personnel have access to such Personal Data and that any persons whom it authorizes to have



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access to the Personal Data are under documented/written obligations of confidentiality which documents shall be subject to the Customer's inspection and (if satisfied) the Customer's approval pursuant to the Customer's right of audit and review under Clause 5 hereinbelow;

- (e) as soon as reasonably practicable upon becoming aware, notify the Customer of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed by Reviews.io, its sub-processors, or any other identified or unidentified third party (a "Security Breach");
- (f) promptly provide the Customer with reasonable cooperation and assistance in respect of a Security Breach and all reasonable information in Reviews.io's possession concerning such Security Breach insofar as it affects the Customer, including the following to the extent then known:
  - i. the possible cause and consequences for the data subjects of the Security Breach;
  - ii. the categories of Personal Data involved;
  - iii. a summary of the possible consequences for the relevant data subjects;
  - iv. a summary of the unauthorised recipients of the Personal Data; and
  - v. the measures taken by Reviews.io to mitigate any damage;
- (g) not make any public announcement about a Security Breach (a "Breach Notice") without the prior written consent of the Customer, unless required by applicable law;
- (h) promptly notify the Customer if it receives a request from a data subject to access, rectify or erase that individual's Personal Data, or if a data subject objects to the processing of, or makes a data portability request in respect of, such Personal Data (each a "data subject Request"). Reviews.io shall not respond to a data subject Request without the Customer's prior written consent except to confirm that such request relates to the Customer, to which the Customer hereby agrees. To the extent that the Customer does not have the ability to address a data subject Request, then upon Customer's request Reviews.io shall provide reasonable assistance to the Customer to facilitate such data subject Request to the extent able and in line with applicable law. Customer shall cover all costs incurred by Reviews.io in connection with its provision of such assistance;
- (i) other than to the extent required to comply with applicable law, as soon as reasonably practicable following termination or expiry of the Main Agreement or completion of the Service, Reviews.io will delete all contactable Personal Data (including copies thereof) processed pursuant to this DPA;
- (j) taking into account the nature of processing and the information available to Reviews.io, provide such assistance to the Customer as the Customer reasonably requests in relation to Reviews.io obligations under EU Data



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Protection Laws with respect to:

- (i) data protection impact assessments (as such term is defined in the GDPR);
- (ii) notifications to the supervisory authority under EU Data Protection Laws and/or communications to data subjects by the Customer in response to any Security Breach;  
and
- (iii) the Customer's compliance with its legal obligations under the GDPR with respect to the security of processing;

3.2 The Customer is entitled at its own cost to appoint an independent expert who shall have access to Reviews.io premises and receive the necessary information in order to be able to audit whether Reviews.io complies with its obligations under the DPA, including ensuring that the appropriate technical and organisational security measures have been implemented. The Customer shall provide Reviews.io with 14 days prior written notice and the Customer is obligated to ensure that the expert signs a customary non-disclosure agreement, and treat all information obtained or received from Reviews.io confidentially, and may only share the information with the Customer. Any findings or reports created on the basis of such an inspection must be shared with Reviews.io and shall be regarded as confidential information.

## 4. Sub-processing

4.1 The Customer grants a general authorization:

- (a) to Reviews.io to appoint other members of the Reviews.io Group as sub-processors, and
- (b) to Reviews.io and other members of the Reviews.io Group to appoint third party data center operators, and outsourced marketing, business, engineering and customer support providers as sub-processors to support the performance of the Service.

4.2 Reviews.io will maintain a list of all sub-processors on the Reviews.io website and will add the names of new and replacement sub-processors to the list prior to them starting sub-processing of Personal Data.

If the Customer has a reasonable objection to any new or replacement sub-processor, it shall notify Reviews.io of such objections in writing within ten (10) days of the notification and the parties will seek to resolve the matter in good faith. If Reviews.io is reasonably able to provide the Service to the Customer in accordance with the Main Agreement without using the sub-processor and decides in its discretion to do so, then the Customer will have no further rights under this clause

in respect of the proposed use of the sub-processor. If Reviews.io requires use of the sub-processor in its discretion and is unable to satisfy the Customer as to the suitability of the sub-processor or the documentation and protections in place between Reviews.io and the sub-processor within ninety (90) days from the Customer's notification of objections, the Customer may within thirty (30) days following the end of the ninety (90) day period referred to above, terminate the



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applicable Account with at least thirty (30) days written notice, solely with respect to the service(s) to which the proposed new sub-processor's processing of Personal Data relates. If the Customer does not provide a timely objection to any new or replacement sub-processor in accordance with this clause 4.2, the Customer will be deemed to have consented to the sub-processor and waived its right to object. Reviews.io may use a new or replacement sub-processor whilst the objection procedure in this clause 4.2 is in process.

4.3 Reviews.io will ensure that any sub-processor it engages to provide an aspect of the Service on its behalf in connection with this DPA does so only on the basis of a written contract which imposes on such sub processor terms substantially no less protective of Personal Data than those imposed on Reviews.io in this DPA (the " Relevant Terms"). Reviews.io shall procure the performance by such sub-processor of the Relevant Terms and shall be liable to the Customer for any breach by such person of any of the Relevant Terms.

## **5. Audit and records**

5.1 Reviews.io shall, in accordance with EU Data Protection Laws, make available to the Customer such information in Reviews.io's possession or control as the Customer may reasonably request with a view to demonstrating Reviews.io's compliance with the obligations of data processors under EU Data Protection Law in relation to its processing of Personal Data.

5.2 The Customer may exercise its right of audit under EU Data Protection Laws in relation to Personal Data, through Reviews.io providing: (a) an audit report not older than eighteen (18) months, prepared by an independent external auditor demonstrating that Reviews.io's technical and organisational measures are sufficient and in accordance with an accepted industry audit standard; and b) additional information in Reviews.io's possession or control to an EU supervisory authority when it requests or requires additional information in relation to the processing of Personal Data carried out by Reviews.io under this DPA.

## **6. Data transfers**

6.1 To the extent any processing of Personal Data by Reviews.io takes place in any country outside the EEA (except if in an Adequate Country), the parties agree that the standard contractual clauses approved by the EU authorities under EU Data Protection Laws and set out in Annex 1 will apply in respect of that processing, and Reviews.io will comply with the obligations of the 'data importer' in the standard contractual clauses and the Customer will comply with the obligations of the 'data exporter'.



## 7. General

7.1 This DPA is without prejudice to the rights and obligations of the parties under the Main Agreement which shall continue to have full force and effect. In the event of any conflict between the terms of this DPA and the terms of the Main Agreement, the terms of this DPA shall prevail so far as the subject matter concerns the processing of Personal Data.

7.2 Reviews.io's liability under or in connection with this DPA (including under the standard contractual clauses set out in Annex 1) is subject to the limitations on liability contained in the Main Agreement.

7.3 This DPA does not confer any third-party beneficiary rights, it is intended for the benefit of the parties hereto and their respective permitted successors and assigns only, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

7.4 This DPA and any action related thereto shall be governed by and construed in accordance with the laws of England and Wales, without giving effect to any conflicts of laws principles. The parties consent to the exclusive jurisdiction of, and venue in, the courts of England.

7.5 This DPA is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions and agreements between the parties with respect to such subject matter. Other than in respect of statements made fraudulently, no other representations or terms shall apply or form part of this DPA. No modification of, amendment to, or waiver of any rights under the DPA will be effective unless in writing and signed by an authorized signatory of each party.

This DPA may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Each person signing below represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this DPA. Each party represents and warrants to the other that the execution and delivery of this DPA, and the performance of such party's obligations hereunder, have been duly authorized and that this DPA is a valid and legally binding agreement on each such party, enforceable in accordance with its terms.







IN WITNESS WHEREOF, the parties have each caused this DPA to be signed and delivered by its duly authorised representative.

ON Behalf of Reviews.io

Callum McKeefery  
CEO  
Date: April 20<sup>th</sup>, 2019

On Behalf

.....  
Name

.....  
Title

.....  
Date

.....



## Annex 1

Details of the Personal Data and processing activities

- (a) The personal data comprises: name, email, order reference and localisation data
- (b) The duration of the processing will be: 60 days after the initial feedback request has taken place the contactable data will be deleted from all devices.
- (c) The processing will comprise: Processing necessary to provide the Feedback Collection Service to the Customer ;
- (d) The purpose(s) of the processing is necessary for the provision of the Feedback Collection Service;

## Security Measures

- A. Data importer/sub-processor has implemented and shall maintain a security program in accordance with industry standards.
- B. More specifically, data importer/sub-processor's security program shall include: Access Control of Processing Areas Data importer/sub-processor implements suitable measures in order to prevent unauthorized persons from gaining access to the data processing equipment (namely telephones, database and application servers and related hardware) where the personal data are processed or used, including: establishing security areas; protection and restriction of access paths; establishing access authorizations for employees and third parties, including the respective documentation; all access to the data center where personal data are hosted is logged, monitored, and tracked; and the data center where personal data are hosted is secured by a security alarm system, and other appropriate security measures.

Access Control to Data Processing Systems Data has been implemented to prevent data processing systems from being used by unauthorized persons, including: the use of adequate encryption technologies; identification of the terminal and/or the terminal user to the data importer/sub-processor and processing systems; automatic temporary lock-out of user terminal if left idle, identification and password required to reopen; automatic temporary lock-out of the user ID when several erroneous passwords are entered, log file of events, monitoring of break-in-attempts (alerts); and all access to data content is logged, monitored, and tracked. Access Control to Use Specific Areas of Data Processing Systems Data importer/sub-processor commits that the persons entitled to use their data processing system are only able to access the data within the scope and to the extent covered by their respective access permission (authorization) and that personal data cannot be read, copied or modified or removed without authorization.

