

# Data Processing Addendum

This Data Processing Addendum (“**DPA**”) forms part of the Agreement between the party identified in the Agreement (“**Customer**”) and Flipsnack, and applies to the extent that Flipsnack processes Personal Data on behalf of Customer in the course of providing the Services. This DPA is entered into as of the later of the dates beneath the parties’ signature below.

## 1. Definitions and interpretation

- 1.1. “**Agreement**” means the written or electronic agreement between Customer and Flipsnack for the provision of Services to Customer.
- 1.2. “**Controller**” is the party that determines the purposes and means of the Processing of Personal data.
- 1.3. “**Processor**” The party that Processes Personal Data on behalf of the Controller.
- 1.4. “**Personal data**” means any information relating to an identified or identifiable natural person, within the meaning of GDPR.
- 1.5. “**Processing**” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.6. “**Data subject**” The identified or identifiable natural person that the Personal Data is related to.
- 1.7. “**Data Protection Law**” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom, and the United States and its states, applicable to the Processing of Personal Data under the Agreement.
- 1.8. “**GDPR**” means the 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, and repealing Directive 95/46/EC (General Data Protection Regulation).

- 1.9. “**Flipsnack**” means the Flipsnack entity that is party to the Agreement and this DPA, moreover Flipsnack LLC, a company incorporated in State of Michigan.
- 1.10. “**EU Commission Model Clauses**” means standard contractual clauses, executed by and between Customer and Flipsnack and incorporated herein pursuant to European Commission in Commission Decision 2010/87/EU of 5th February 2010.
- 1.11. “**Sub-processor**” means any entity engaged by Flipsnack to Process Personal Data in connection with the Services.
- 1.12. “**Services**” means the marketing services provided by Flipsnack to Customer pursuant to the Agreement.
- 1.13. “**Supervisory Authority**” means an independent public authority which is established by an EU Member States pursuant to GDPR.

## 2. Processing of Customer Personal Data

- 2.1. The Parties acknowledge and agree that with regard to the processing of Personal Data, Customer is the Controller and Flipsnack is the Processor. In some circumstances, Customer may be a Processor, in which case Customer appoints Flipsnack as Customer's sub-processor, which shall not change the obligations of either Customer or Flipsnack under this Data Processing Addendum, as Flipsnack will remain a Processor with respect to the Customer in such event.
- 2.2. Flipsnack shall Process Personal Data for the purposes set forth in the Agreement and only in accordance with the lawful, documented instructions of Customer, except where otherwise required by applicable law. The Agreement and this Data Processing Addendum set out Customer's complete instructions to Flipsnack in relation to the Processing of Personal Data and any Processing required outside the scope of these instructions will require prior written agreement of the parties.
- 2.3. Flipsnack ensures that: (a) only employees which must have access to the Personal Data in order to meet Flipsnack's obligations under the Agreement have access to Personal Data, (b) such employees have received appropriate training regarding their responsibilities and obligations with respect to the Processing, protection and confidentiality of Personal Data.
- 2.4. Flipsnack, as Processor, has complied and will continue to comply with all applicable requirements of the GDPR, CCPA, and if to the extent agreed between parties in writing, Data Protection Legislation in other jurisdictions to the extent Customer and Flipsnack have agreed such legislation is applicable and the Service is able to comply.
- 2.5. Customer, as a Controller, shall be responsible for ensuring that, in connection with Customer Data and Subscription Services: (a) it has complied, and will continue to comply, with all applicable privacy and data protection laws, including EU Data Protection Legislation; and (b) it has, and will continue to have, the right to transfer, or provide access to, the Personal Data to Flipsnack for Processing in accordance with the terms of the Agreement and this GDPR Addendum.

## 3. Data Breach

- 3.1. Upon becoming aware of a Security Incident, Flipsnack shall notify Customer without undue delay and will provide information relating to the Personal Data Breach as reasonably requested by Customer. Flipsnack will take steps to immediately identify and remediate the cause of such Security incident.

## 4. Security

- 4.1. Flipsnack will implement and maintain appropriate technical and organizational measures security measures (TOMs) to protect against Personal Data Breaches and to preserve the security and confidentiality of Personal Data processed by Flipsnack on behalf of Customer in the provision of the Service. TOMs are subject to technical progress and development. Accordingly, Flipsnack may update or modify the TOMs provided that the functionality and security of the Services are not degraded.

## 5. Audit Reports; Privacy Impact Assessment

- 5.1. On written request from Customer, Flipsnack shall provide necessary information to demonstrate compliance with this DPA and shall allow for, and contribute to, audits by the Customer or a reputable auditor mandated by Customer in relation to the Processing of the Customer Personal Data by Flipsnack, provided that Customer shall not exercise this right more than once in any 12 months rolling period.
- 5.2. Customer and Flipsnack will discuss and agree in advance on the reasonable start date, scope, and duration of and security and confidentiality obligations applicable to any audits.
- 5.3. Where required by Data Protection Laws, Flipsnack will reasonably cooperate with Customer, at Customer's expense, where Customer is conducting a data protection impact assessment. Such assistance shall be solely in relation to Processing of Customer Personal Data by Flipsnack.
- 5.4. If the Customer is subject to inspection by supervisory authorities or other bodies, or if data subjects assert their rights under Chapter III of the GDPR against it, the Contractor undertakes to support the Customer to the extent necessary insofar as the commissioned processing is concerned. The Contractor may provide information to third parties or the data subjects only with the prior consent of the Customer. It shall immediately forward requests addressed directly to it to the Customer.
- 5.5. The Contractor undertakes to assist the Customer in its obligations under Articles 32 to 36 of the GDPR to the extent necessary.

## 6. Confidentiality

- 6.1. Confidentiality of Processing. Flipsnack shall ensure that any person that it authorizes to Process the Personal Data (including its staff, agents, subcontractors and Sub-processors) shall be subject to a duty of confidentiality (whether a contractual or a statutory duty) that shall survive the termination of their employment and/or contractual relationship

## 7. Return or Deletion of Customer Personal Data

- 7.1. Upon termination or expiration of the Agreement, Flipsnack shall, in accordance with the terms of the Agreement, delete or make available to Customer for retrieval all relevant Personal Data (including copies) in Flipsnack's possession, save to the extent that Flipsnack is required by any applicable law to retain some or all of the Personal Data. In such event, Flipsnack shall extend the protections of the Agreement and this DPA to such Personal Data and limit any further Processing of such Personal Data to only those limited purposes that require the retention, for so long as Flipsnack maintains the Personal Data. Flipsnack shall furnish verification of proper destruction and submit such verification to the Controller without delay.

## 8. Data Transfers

- 8.1. Any transfer of Personal Data under the Agreement from the EU, where GDPR applies, to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws or which transfer is not otherwise governed by a framework approved by the European Commission shall be subject to EU Standard Contractual Clauses. The Standard Contractual Clauses shall come into effect and be deemed executed upon execution of this DPA and shall apply, completed as follows:

- a) Module Two or Module Three of the EU Standard Contractual Clauses will apply (as applicable);
- b) In Clause 7, of the EU Standard Contractual Clauses, the optional docking clause will not apply;
- c) In Clause 9, of the EU Standard Contractual Clauses, Option 2 “General Written Authorisation” will apply, and the time period for prior notice of Sub-Processors changes shall be set out in section 9.3 of this Addendum;
- d) In Clause 11, of the EU Standard Contractual Clauses, the optional language will not apply;
- e) In Clause 17, Option 1 will apply, and the EU Standard Contractual Clauses will be governed by the law of the EU Member State in which data exporter is established, and if not such law by Irish law;
- f) In Clause 18(b) of the EU Standard Contractual Clauses, dispute shall be resolved before the courts of the EU Member State in which data exporter is established, and if otherwise, Ireland;
- g) Annex I.A and Annex I.B and Annex II. of the EU Standard Contractual Clauses, shall be deemed and completed with the Information set out in Annex I. and Annex II of the this DPA;

- 8.2. Any transfers of Personal Data protected by **UK GDPR**, to countries that have not

received an adequacy decision from UK authorities, the Parties hereby incorporate the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses by this reference, completed as follows:

- a) Table 1 shall be deemed completed with the information set out in the Annex I of this DPA.
  - b) Table 2, the Parties select the checkbox “the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum”, and the accompanying table shall be deemed completed according to the the Parties’ preferences outlined in Section 8.1 above.
  - c) Table 3, shall be deemed completed with the information set out in Annex I, Annex II and Annex III of this DPA.
  - d) Table 4, the Parties agree that neither Party may end the UK Addendum as set out in Section 19.
- 8.3. Any transfer of Personal Data subject to Swiss Federal Act on Data Protection, as revised (“FADP”) to countries that have not received an adequacy decision from Swiss authorities, the Parties hereby incorporate the EU SCC by this reference, completed as follows:
- a) References to “EU Member State” and “Member State” will be interpreted to include Switzerland;
  - b) References to “EU Member State” and “Member State” will be interpreted to include Switzerland;
  - c) References to “GDPR” are to be interpreted as references to FADP;
  - d) The “competent supervisory authority ” in Annex I, Part C will be the Swiss Federal Data Protection and Information Commissioner;
  - e) In Clause 17 (Option 1), the EU SCC will be governed by the laws of Switzerland; and
  - f) In Clause 18(b) of the EU Standard Contractual Clauses, disputes will be resolved before the courts of Switzerland.

## 9. Sub-processors

- 9.1. Flipsnack will enter into an agreement with each Sub-processor that obligates the Sub-processor to process Personal Data in a manner consistent with the standards set forth in the DPA, and at minimum, at the level of data protection required by Data Protection Law.
- 9.2. Flipsnack engages Sub-processors to provide certain services on its behalf. Customer consents to Flipsnack engaging Sub-processors to process Personal Data under the

Agreement. Flipsnack will be responsible for any act, errors, or omissions of its Sub-processes that causes Flipsnack to breach any of Flipsnack's obligations under this DPA.

- 9.3. Flipsnack will provide a list of Sub-processors that it engages to process Personal Data upon written request by Customer or as otherwise made available by Flipsnack on its website. <https://www.flipsnack.com/legal/sub-processors-list-flipsnack-2023.html>
- 9.4. Flipsnack agrees to (i) to provide prior notice to Customer, add or make changes to the Sub- processors; and (ii) if Customer has a reasonable objection to any new or replacement Sub- processor, it shall notify Flipsnack of such objections in writing within ten (10) days of the notification and the parties will seek to resolve the matter in good faith.

## 10. **Governing Law**

- 10.1. This DPA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and in accordance with the laws of the State of California.

## 11. **Termination**

- 11.1. This DPA shall terminate automatically upon termination of the Agreement.

## 12. **Miscellaneous**

- 12.1. Except as amended by this DPA, the Agreement will remain in full force and effect.
- 12.2. In the event of any conflict between this DPA and any privacy-related provisions in the Agreement, the terms of this DPA will prevail.

The parties' authorized signatories have duly executed this DPA

**On behalf of \_\_\_\_\_ (Customer):**

Name (written out in full): \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

**On behalf of Flipsnack LLC**

Name: Adrian Moza

Position: Chief Operational Officer

Address: 535 Mission St. FL 14, San Francisco, CA 94105 USA,

Signature: \_\_\_\_\_



## APPENDIX

### EXPLANATORY NOTE:

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can be achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.



**ANNEX I - DETAILS OF PROCESSING**

**A. LIST OF PARTIES**

**Data exporter(s):** *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/ or representative in the European Union]*

Name of Data exporter: .....  
*(The party identified as the "Customer" in the Agreement and this DPA)*

Contact details:.....  
*(The email address(es) designated by Customer in Customer's account via its notification preferences)*

Data Exporter Role: .....  
*(Controller)*

Signature and Date: .....

**Data importer(s):** *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

Name: .....FLIPSNACK LLC.....

Address: .....535 Mission St. FL 14, San Francisco, CA 94105 USA.....

Contact person's name and position: .....

Contact details: [.....legal@flipsnack.com](mailto:legal@flipsnack.com).....

Activities relevant to the data transferred under these Clauses:.....  
*(The Services as defined in the Agreement)*

Signature and date: .....  
*(This Annex I shall automatically be deemed executed when the Agreement is executed by Flipsnack)*

Role: .....PROCESSOR.....

Signature and Date: .....

## **B. DESCRIPTION OF TRANSFER**

### **Categories of data subjects whose personal data is transferred**

The categories of data subjects whose personal data may be processed in connection with the Subscription Services are determined and controlled by the data exporter in its sole discretion and may include but are not limited to: customers, contacts, and prospects of data exporter; employees or contractors of the data exporter.

### **Categories of personal data transferred**

The categories of personal data are determined by the data exporter in its sole discretion and may include but are not limited to: first and last name; employer; business role; professional title; contact information (e.g., email, phone, physical address); business network; business experience; business interests; localization data, and; device identification data.

### **Sensitive data transferred (if applicable) and applied restrictions or safeguards**

It is not intended that Flipsnack receive any special categories of data.

### **The frequency of the transfer**

The frequency of the transfer is a continuous basis for the duration of the Agreement.

### **Nature of the processing**

Flipsnack provides digital publication services on a SaaS delivery model.

### **Purpose of the data transfer and further processing**

The purpose of the data processing under this DPA is the provision of Flipsnack Services to the Customer and the performance of Flipsnack's obligations under the Agreement.

### **Retention Period**

Personal data will be retained in the Flipsnack systems until thirty (30) days following the termination of the Agreement unless Flipsnack is required by the applicable law to retain some or all of the customer data.

## **C. Competent Supervisory Authority**

The Supervisory Authority of the Member State in which the Data Exporter is located.

## ANNEX II

### TECHNICAL AND ORGANISATIONAL MEASURES

Details of Flipsnack's technical and organisational security measures to protect customers' data are available at:

- <https://www.flipsnack.com/security>
- <https://www.flipsnack.com/legal/flipsnack-security-paper.html>
- <https://www.flipsnack.com/legal/information-security-manual-flipsnack-2023.html>
- <https://www.flipsnack.com/legal-information/privacy-policy.html>

Where applicable, this Annex II of the DPA will serve as Annex II to the EU Standard Contractual Clauses. Further information regarding the technical and organisational security measures is set forth below:

#### **1. Information Security Program.**

Flipsnack has developed a set of security policies covering a range of topics, and they are periodically updated.

#### **2. Information Security Unit.**

Flipsnack has a dedicated security team to enforce security practices and respond to security incidents quickly.

#### **3. Security Certifications.**

An independent third party has audited Flipsnack for the following security-related certification: ISO270001:2013, ISO9001:2015, ISO20000-1, and Cyber Essentials.

#### **4. Data Hosting and Storage.**

Flipsnack services and data are hosted in Amazon Web Services (AWS) facilities in the USA. Further details regarding the security controls implemented by AWS for their data centers can be found at <https://aws.amazon.com/compliance/data-center/controls/>.



## **5. Encryption.**

All data sent to or from Flipsnack is encrypted using TLSv1.2. Further details can be accessed at <https://docs.aws.amazon.com/AmazonCloudFront/latest/DeveloperGuide/secure-connections-supported-viewer-protocols-ciphers.html#secure-connections-supported-ciphers>.

Customer Personal Data is encrypted at rest using AWS KMS. All information besides Flipbook data is encrypted using this system. KMS keys are renewed automatically every year in an automated process.

## **6. Data back-up.**

All data within Flipsnack is replicated across multiple database servers to prevent a single failure from causing data loss.

## **7. Password and Credential Storage.**

Flipsnack credentials are stored encrypted using bcrypt algorithm.

## **8. TWO-FACTOR AUTHENTICATION.**

We have 2-factor authentication enforced (2FA), and strong password policies on Google, AWS, and other tools required for our daily tasks to ensure access to cloud services is protected.

## **9. Virtual Private Cloud.**

All of Flipsnack's servers are within our virtual private cloud (VPC) with network access control lists (ACLs) that prevent unauthorized requests from getting to our internal network.

## **10. Failover and Disaster Recovery.**

Flipsnack was built with disaster recovery in mind. Our infrastructure and data are spread across 3 AWS availability zones and will continue to work should any of those data centers fail.

## **11. Incident Response.**

Flipsnack uses an internal protocol for handling security events, including escalation procedures, rapid mitigation, and post-mortem. All employees are informed of our policies.

## **12. Quality Assurance.**



All changes to the Flipsnack application are subject to peer review and testing before being merged.

**13. On-Site Security.**

Flipsnack offices are secured by keycard access and biometrics and monitored with infrared cameras throughout.

**14. Zero trust.**

Flipsnack runs a zero-trust corporate network, meaning every employee must authenticate to access any of Flipsnack's resources.

**15. Least privileged access.**

Access to customer data is limited to authorized employees who absolutely need it for their job.

**ANNEX III**

**LIST OF SUB PROCESSORS**

<https://legal.flipsnack.com/flipsnack-sub-processors>

<b>Name of third-party Sub-Processor</b>	<b>Nature of processing</b>	<b>Location</b>	<b>Privacy Policy</b>
<a href="#">Stripe</a>	Subscription management, referral management, payment processing	US	<a href="https://stripe.com/en-ro/privacy">https://stripe.com/en-ro/privacy</a>
<a href="#">Chartmogul</a>	Subscription management, referral management, payment processing	Germany	<a href="https://chartmogul.com/privacy/">https://chartmogul.com/privacy/</a>
<a href="#">Braintree</a>	Subscription management, referral management, payment processing	US	<a href="https://www.braintreepayments.com/ro/legal/braintree-privacy-policy">https://www.braintreepayments.com/ro/legal/braintree-privacy-policy</a>
<a href="#">Facebook</a>	To target marketing campaigns at relevant audiences	US	<a href="https://www.facebook.com/about/privacy/previous">https://www.facebook.com/about/privacy/previous</a>
<a href="#">Bing</a>	To target marketing campaigns at relevant audiences	US	<a href="https://privacy.microsoft.com/en-us/privacystatement">https://privacy.microsoft.com/en-us/privacystatement</a>
<a href="#">Google Analytics</a>	To target marketing campaigns at relevant audiences	US	<a href="https://policies.google.com/privacy?hl=en-US">https://policies.google.com/privacy?hl=en-US</a>
<a href="#">Google G Suite</a>	To manage daily operations and collaboration with necessary stakeholders	US	<a href="https://policies.google.com/privacy?hl=en-US">https://policies.google.com/privacy?hl=en-US</a>
<a href="#">Mailgun</a>	Newsletters Notifications Onboarding Reset of passwords	US	<a href="https://www.mailgun.com/privacy-policy-old/">https://www.mailgun.com/privacy-policy-old/</a>

Smartware SRL	Operation, support, and development of the Application	Romania	<a href="https://www.smartware.ro/prelucrare-datelor.html">https://www.smartware.ro/prelucrare-datelor.html</a>
Intercom	Customer support Ticket system	US	<a href="https://www.intercom.com/legal/privacy">https://www.intercom.com/legal/privacy</a>
Hubspot	Sales and Customer relationship management	US	<a href="https://legal.hubspot.com/privacy-policy">https://legal.hubspot.com/privacy-policy</a>
Amazon Web Services	Hosting the Flipsnack platform, backups, real-time exception reporting and continuous deployment monitoring	US	<a href="https://aws.amazon.com/blogs/security/privacy-and-data-security/">https://aws.amazon.com/blogs/security/privacy-and-data-security/</a>
Typeform	Customer surveys	Spain	<a href="https://admin.typeform.com/to/dwk6gt/?typeform-source=searchadshq.com">https://admin.typeform.com/to/dwk6gt/?typeform-source=searchadshq.com</a>
Nativeforms	Customer surveys	US	<a href="https://nativeforms.com/policy">https://nativeforms.com/policy</a>
Hotjar	Web analytics	Malta	<a href="https://www.hotjar.com/legal/policies/privacy/">https://www.hotjar.com/legal/policies/privacy/</a>