

# Data Processing Agreement for SkyBlow Page2PSD.com Saas

Version December 23, 2018

## 1. Scope, Order of Precedence and Term

- 1.1 This data processing agreement (the "Data Processing Agreement") applies to SkyBlow's Processing of Personal Data.
- 1.2 Unless otherwise expressly stated in the order, this version of the Data Processing Agreement is incorporated into and subject to the Page2PSD Terms of Use, and shall be effective and remain in force for the Service Period of the Page2PSD.com Services.
- 1.3 Except as expressly stated otherwise in this Data Processing Agreement or the order, in the event of any conflict between the Page2PSD Terms of Use, including any policies or schedules referenced therein, and the terms of this Data Processing Agreement, the relevant terms of this Data Processing Agreement shall take precedence.

## 2. Definitions

- 2.1 "GDPR" means Regulation (EU) 2016/679 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, applicable as of May 25, 2018.
- 2.2 "You" means the customer entity that has executed the order.
- 2.3 "Data Subject", "Data Protection Impact Assessments", "Data Protection Officer", "Process/Processing", "Supervisory Authority", "Controller", "Processor" and "Binding Corporate Rules" (or any of the equivalent terms) have the meaning set forth under GDPR;
- 2.4 "SkyBlow" means the SkyBlow, Polish company NIP: PL5170154130, Stojalowskiego 4/10, 35-120 Rzeszów, Poland;
- 2.5 "SkyBlow Affiliate(s)" means the subsidiaries of SkyBlow company that may assist in the performance of the Page2PSD.com Services as set forth in Section 3.3;
- 2.6 "Personal Data" means any information relating to a Data Subject that SkyBlow may Process on Your behalf as part of the Page2PSD.com Services;
- 2.7 "Third Party Subprocessor" means a third party subcontractor, other than an SkyBlow Affiliate, engaged by SkyBlow and which may Process Personal Data as set forth in Section 3.3.

## 3. Controller and Processor of Personal Data and Purpose of Processing

- 3.1 You are and will at all times remain the Controller of the Personal Data Processed by SkyBlow under the Page2PSD.com Terms of Use and Privacy Policy. You are responsible for compliance with Your obligations as a Controller under GDPR, in particular for justification of any transmission of Personal Data to SkyBlow (including providing any required notices and obtaining any required consents and/or authorizations, or otherwise securing an appropriate legal basis under GDPR), and for Your decisions and actions concerning the Processing of such Personal Data.
- 3.2 SkyBlow is and will at all times remain a Processor with regard to the Personal Data provided by You to SkyBlow under the Page2PSD.com Terms of Use and Privacy Policy. SkyBlow is responsible for compliance with its obligations under this Data Processing Agreement and for compliance with its obligations as a Processor under Applicable Data Protections Law.
- 3.3 SkyBlow and any persons acting under the authority of SkyBlow, including any SkyBlow Affiliates and Third Party Sub-Processors as set forth in Section 8, will Process Personal Data solely for the purpose of providing the Page2PSD.com Services.

## 4. Categories of Personal Data and Data Subjects

- 4.1 In order to perform the Page2PSD.com Services and depending on the Page2PSD.com Services You have ordered, SkyBlow may Process some or all of the following categories of Personal Data: personal contact information such as name, address, telephone number, email address, and passwords, IP addresses. Data related to your customer service activities within Page2PSD.com including: subjects, Your customer names, conversations, IP addresses, telephone numbers, and any other data that is needed for Page2PSD.com customer service data processing.
- 4.2 Categories of Data Subjects whose Personal Data may be Processed in order to perform the Page2PSD.com Services may include, among others, Your representatives and end users, such as Your employees, customers and clients.
- 4.3 Additional categories of Personal Data and/or Data Subjects may be described in the Page2PSD.com Terms of Use and Privacy Policy. Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive

or special personal data that imposes specific data security or data protection obligations on SkyBlow in addition to or different from those specified in the Service Specifications.

## **5. Your Instructions**

5.1 SkyBlow will Process Personal Data on Your written instructions as specified in the Page2PSD.com Terms of Use and Privacy Policy and this Data Processing Agreement, including instructions regarding data transfers.

5.2 You may provide additional instructions in writing to SkyBlow with regard to Processing of Personal Data in accordance with GDPR. SkyBlow will comply with all such instructions to the extent necessary for SkyBlow to comply with its Processor obligations under GDPR.

## **6. Rights of Data Subjects**

6.1 SkyBlow will grant You electronic access to Your Page2PSD.com Services environment that holds Personal Data to enable You to respond to requests from Data Subjects to exercise their rights under GDPR, including requests to access, delete or erase, restrict, rectify, receive and transmit, block access to or object to Processing of specific Personal Data or sets of Personal Data.

6.2 To the extent such electronic access is not available to You, You can submit a "service request" via Page2PSD.com Support, or other applicable primary support tool provided for the Services, and provide detailed written instructions to SkyBlow (including the Personal Data necessary to identify the Data Subject) on how to assist with such Data Subject requests in relation to Personal Data held in Your Page2PSD.com Services environment. SkyBlow will promptly follow such instructions.

## **7. Personal Data Transfers**

7.1 Personal Data held in Your Page2PSD.com Services environment will be hosted in the data center region specified in the Page2PSD.com Terms of Use and Privacy Policy.

## **8. SkyBlow Affiliates and Third Party Sub-Processors**

8.1 You agree that SkyBlow may engage SkyBlow Affiliates and Third Party Sub-Processors to assist in the performance of the Page2PSD.com Services.

8.2 SkyBlow maintains lists of SkyBlow Affiliates and Third Party Sub-Processors that may Process Personal Data. These lists are available to You in Page2PSD.com Privacy Policy. If You would like to receive notice of any intended changes to these lists, You can sign up via our customer service.

8.3 Within fourteen (5) calendar days of SkyBlow providing such notice to You, You may object to the intended involvement of a Third Party Subprocessor or SkyBlow Affiliate in the performance of the Page2PSD.com Services, providing objective justifiable grounds related to the ability of such Third Party Subprocessor or SkyBlow Affiliate to adequately protect Personal Data in accordance with this Data Processing Agreement or GDPR in writing by submitting a "service request" via SkyBlow Support, or other applicable primary support tool provided for the Services. In the event Your objection is justified, You and SkyBlow will work together in good faith to find a mutually acceptable resolution to address such objection, including but not limited to reviewing additional documentation supporting the Third Party Sub-Processors' or SkyBlow Affiliate's compliance with this Data Processing Agreement or GDPR, or delivering the Page2PSD.com Services without the involvement of such Third Party Subprocessor. To the extent You and SkyBlow do not reach a mutually acceptable resolution within a reasonable timeframe, You shall have the right to terminate the relevant Page2PSD.com Services

## **9. Technical and Organizational Measures, and Confidentiality of Processing**

9.1 SkyBlow has implemented and will maintain appropriate technical and organizational security measures for the Processing of Personal Data. These measures take into account the nature, scope and purposes of Processing as specified in this Data Processing Agreement, and are intended to protect Personal Data against the risks inherent to the Processing of Personal Data in the performance of the Page2PSD.com Services, in particular risks from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise Processed.

9.2 All SkyBlow and SkyBlow Affiliate staff, as well as any Third Party Sub-Processors that may have access to Personal Data are subject to appropriate confidentiality arrangements.

## **10. Audit Rights and Cooperation with You and Your Supervisory Authorities**

10.1 You may audit SkyBlow's compliance with its obligations under this Data Processing Agreement up to once per year. In addition, to the extent required by GDPR, including where mandated by Your Supervisory Authority, You or Your Supervisory Authority may perform more frequent audits. SkyBlow will contribute to such audits by providing You or Your Supervisory Authority with the information and assistance reasonably necessary to conduct the audit, including any relevant records of Processing activities applicable to the Page2PSD.com Services ordered by You.

10.2 To request an audit, You must submit a detailed proposed audit plan to SkyBlow at least two weeks in advance of the proposed audit date. The proposed audit plan must describe the proposed scope, duration, and start date of the audit. SkyBlow will review the

