

## Scope

1. This Data Processing Agreement is an addendum to the Yooz Terms of Service ("ToS") and is automatically effective upon Customer's signature of the Subscription Form.
2. As part of the Service, Yooz will process Personal Data. Both Parties undertake to comply with the Applicable Privacy Laws. The Parties shall refrain from committing any act likely to put the other Party, to the best of its knowledge, in a position of breach of the Applicable Privacy Laws.

## Definitions

3. **"Applicable Privacy Law"** or **"Applicable Privacy Laws"** means any and all applicable data protection laws and regulations that apply to the Processing of Personal Data by Yooz under the Agreement, which may include, without limitation, GDPR, CPA, CCPA, TDPSA, and VCDPA.
4. **"CCPA"** means the California Consumer Privacy Act of 2018 as amended, including by the California Privacy Rights Act [1798.100 - 1798.199] ("CPRA") and regulations adopted thereunder.
5. **"Data Subject"** means an identified or identifiable natural person to whom any Personal Data relates; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
6. **"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).
7. **"Personal Data"** means any data that the Customer submits using the Service for Yooz to Process on Customer's behalf that is deemed "personal data" or "personal information" (or other analogous variations of such terms) under Applicable Privacy Laws.
8. **"Process", "Processes", "Processed", or "Processing"** or any derivative thereof, means any operation or set of operations performed on Customer Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, alteration, consultation, use, disclosure by transmission, dissemination or otherwise making available, combination, restriction, erasure or destruction.
9. **"Special Categories of Data"** means any Personal Data that is sensitive in nature, including without limitation any Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation.
10. **"TXDPSA"** means the Texas Data Privacy and Security Act of 2023, as amended, including all regulations adopted thereunder, which governs the processing of personal data of Texas residents and provides rights to access, correct, delete, and opt-out of the processing of sensitive data and certain data processing activities.

## Responsibilities

11. Yooz processes Personal Data on behalf of the Customer solely to deliver the Service.
12. The Customer is the "Controller" (or other analogous variations of such terms under Applicable Privacy Laws) of the Personal Data provided to Yooz as well as End User Personal Data and Yooz is the Customer's "Processor" or "Service Provider" (or other analogous variations of such terms under Applicable Privacy Laws) in that regard.

## Hardship

13. The Parties agree that if specific requirements resulting from the processing of Personal Data on behalf of the Customer increases the cost of processing Customer's Personal Data beyond the strict compliance with the Applicable Privacy Laws, the Parties must agree upon new contractual conditions, including financial conditions if need be.

## Yooz's Obligations

14. Yooz has implemented appropriate technical and organizational measures to ensure a level of security appropriate to the risk of processing financial Documents on behalf of the Customer, which do not contain Special Categories of Personal Data.
15. Yooz processes Personal Data only for the purposes of delivering its Service as subscribed by the Customer.
16. Aside from the delivery of the Service itself, Yooz is authorized to process Personal Data included in Customer Data only on documented instructions from the Customer.
17. Yooz will comply with all sections of the Applicable Privacy Law, as amended (if applicable), applicable to its role as a Service Provider. Yooz will only Process Personal Data in accordance with the documented instructions of the Customer and solely for the purpose of providing the agreed Service. Yooz will not sell, share, or combine Personal Data with any other data for any purpose other than as necessary to fulfill its obligations under this DPA and as permitted for Service Providers under the Applicable Privacy Law. The Customer retains the responsibility to comply with consumer rights requests under the Applicable Privacy Law, if any. Yooz will notify the Customer no later than five (5) business days after making a determination that it can no longer meet its obligations as a Service Provider under the Applicable Privacy Law, and the Customer may take appropriate steps to address the situation.
18. Yooz shall immediately inform the Customer, as a "Controller", if the Customer's instruction may infringe Applicable Privacy Laws. This cannot be construed as obligating Yooz to provide legal advices for ensuring effective compliance of the processing or generally to advise the Customer about Applicable Privacy Laws.
19. Subject to Article "Confidentiality" of the Terms of Service, Yooz must ensure that the persons authorized by Yooz to process Customer Data respect their confidentiality obligations.
20. Yooz is authorized to engage subprocessors to assist in providing the Services. Yooz will notify the Customer of any significant changes concerning the addition or replacement of subprocessors, including any transfer of Personal Data abroad, in compliance with applicable data protection laws. The Customer may raise reasonable concerns regarding any such changes, and the Parties will work together in good faith to address them. Yooz will ensure that subprocessors are bound by written agreements imposing the same data protection obligations as set forth in this Agreement. Yooz remains fully liable for the actions of its subprocessors.
21. **Breach Notification.** Yooz shall notify the Customer without undue delay, and in accordance with the timelines specified by applicable data protection laws, after becoming aware of a Personal Data Breach. The notification shall provide sufficient information for the Customer to meet any obligations to report or inform Data Subjects or authorities under applicable laws.
22. Yooz shall cooperate with the Customer and take all reasonable steps to assist in the investigation, mitigation, and remediation of any Personal Data Breach.
23. The Customer is responsible for notifying the appropriate supervisory authority and Data Subjects as required by applicable data protection laws. Yooz will not notify any third parties about the Personal Data Breach without the Customer's prior written consent, unless required by law.

24. Upon the Customer's written request, Yooz shall provide the necessary information to demonstrate its compliance with applicable data protection obligations.
25. **Data Retention and Deletion.** Yooz will retain Personal Data for no longer than is necessary for the purposes outlined in the ToS or as required by Applicable Privacy Laws.
26. Upon termination of the Contract and as long as the Customer is in compliance with Article "Return of Customer Data" in the ToS, Yooz shall, at the Customer's choice, either delete or return all Personal Data to the Customer, and shall delete existing backup copies and activity logs, unless a legal provision requires otherwise.
27. If the Customer requests the deletion of Personal Data during the term of the Contract, Yooz shall comply with such request promptly, unless such data is required to be retained for compliance with a legal obligation or to resolve disputes.
28. Upon written request, Yooz shall provide written confirmation of the deletion of Personal Data to the Customer.
29. Yooz will assist the Customer in conducting an impact analysis relating to the protection of Personal Data as well as assist Customer in consulting with the supervisory authority, where appropriate, by, upon request from Customer, providing any documentation at its disposal that the Customer does not hold already.
30. **Data Subject Rights.** Yooz shall assist the Customer in responding to Data Subject requests under Applicable Privacy Laws, including requests to access, rectify, delete, or port Personal Data. The Customer is responsible for handling and responding to Data Subject requests, with Yooz providing necessary support.
31. If Yooz receives a Data Subject request directly, it shall promptly forward the request to the Customer and await further instructions. Yooz will not respond to any such request without the Customer's prior written instruction, unless required by law.
32. Yooz will provide reasonable assistance to the Customer in handling Data Subject requests within a commercially reasonable time frame, taking into account the nature of the processing and the information available to Yooz.
33. Yooz shall maintain a record of the categories of processing activities carried out on behalf of the Customer, where required by applicable data protection laws. Yooz shall make this record available to the Customer upon request.

### Customer's Obligations

34. The Customer is responsible for the content and nature of the Customer Data. The Customer guarantees the lawfulness of the Customer Data.
35. The Customer also guarantees that it holds the intellectual property rights that allows it to process the Customer Data and to allow Yooz to process it on its behalf. The Customer guarantees Yooz against any damage that could result from allegations from a third-party about an infringement of its intellectual property rights.
36. The Customer, as Data Controller, guarantees that the Personal Data meet the requirements of the Applicable Privacy Laws: regarding European Data Protection Law, Personal Data must be collected for specified, explicit and legitimate purposes and an appropriate information was provided to the data subjects at the time of collection of their Personal Data.
37. The Customer guarantees Yooz against any claim from a data subject which Personal Data are processed by Yooz on behalf of the Customer and, consequently, the Customer agrees to indemnify and hold Yooz harmless against any consequences of such processing. The Customer cannot claim any compensation from Yooz if Yooz is not in breach of its contractual and legal obligations regarding protection of Personal Data.
38. The Customer must document in writing any specific instructions concerning the processing of Personal Data by Yooz on its behalf.

### Transfer of Personal Data

39. Yooz subcontracts the hosting of the Service to a hosting provider located in the United States of America and whose servers are located on the territory of the United States of America. Yooz warrants that this subprocessor complies with Applicable Privacy Laws.
40. If a transfer of Personal Data occurs outside of the jurisdiction governing the Contract, Yooz shall ensure compliance with any applicable data protection requirements, including implementing appropriate safeguards as necessary to protect the Personal Data.

### Audit

41. The Customer may, upon providing at least thirty (30) days' written notice, conduct an audit of Yooz's data processing activities to verify compliance with this Data Processing Agreement. Such audits shall be limited to once per calendar year, unless required more frequently by Applicable Privacy Laws or in the event of a Personal Data Breach.
42. Audits shall be conducted during normal business hours, in a manner that does not unreasonably interfere with Yooz's business operations. Yooz may object to the scope or method of the audit with reasonable grounds, in which case the parties shall discuss and agree on an alternative approach.
43. The Customer may engage an independent third-party auditor, provided such auditor is not a direct competitor of Yooz and agrees to be bound by a confidentiality agreement.
44. Yooz shall not be required to disclose any financial or internal information not directly related to data processing activities.
45. The Customer shall bear the costs of the audit, unless material non-compliance is found, in which case Yooz shall bear the cost of remediation.

### Liability

46. Each Party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the ToS, and any reference in such section to the liability of a Party means the aggregate liability of that Party and all of its Affiliates under the ToS and all DPAs together.

### Governing Law

47. For matters related to the processing of Personal Data under U.S. privacy laws, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles.