DATA PROCESSING AGREEMENT

1.   BACKGROUND

2.   The customer agreeing to these terms ("**Customer**") and Findify AB ("**Findify**") have entered into an agreement under which Findify has agreed to provide the Services.

3.   This Data Processing Agreement ("**DPA**") governs the Customer's rights and obligations in its capacity as data controller as well as Findify's rights and obligations in its capacity as data processor when Findify processes personal data on behalf of the Controller.

4.   This DPA shall be deemed to be part of the Master Agreement between the Parties. In case of any discrepancies between the Master Agreement and the DPA, the wording of the DPA will prevail, if not explicitly stated otherwise below.

5.   Concepts, terms and expressions in this Data Processing Agreement shall be interpreted in accordance with "Data Protection Laws".

6.   DEFINITIONS

Data Protection Laws means any nationally or internationally binding data protection laws, case law and regulations, including guidelines from supervisory authorities and other competent authorities, applicable within the European Union or the European Economic Area at any time during the term of this DPA.

Services mean any product or service provided by Findify to Customer pursuant to the Master Agreement.

Master Agreement means the agreement between Findify and the Customer regarding the provision of the Services.

Party/Parties mean Findify and/or the Customer.

Customer Data means any personal data relating to End Users having been provided to Findify through the Customer' use of the Services.

End Users mean visitors of the Customer's website.

7.   LIST OF APPENDICES

The following appendices shall form part of the DPA:

-    Specification of data processing   Appendix 1
-    List of pre-approved sub-processors   Appendix 2

8. PROCESSING OF PERSONAL DATA

Findify

9. Findify undertakes to only process personal data in accordance with the Customer's lawful written instructions, unless processing is required by Data Protection Laws. The Customer's complete instructions to Findify are set out in the Master Agreement and this DPA (Appendix 1) and any amendments to these instructions shall require prior written agreement.

10. Findify shall immediately inform the Customer if the Processor does not have an instruction for how to process personal data in a particular situation or if an instruction provided under this DPA infringes Data Protection Laws.

The Customer

11. The Customer undertakes to ensure that its processing of personal data, as well as its instructions to Findify, are carried out and made in accordance with Data Protection Laws. Moreover, it agrees to ensure that it has provided notice and obtained all consents and rights necessary for Findify to process Customer Data and provide the Services pursuant to the Master Agreement and this DPA.

12. DISCLOSURE OF PERSONAL DATA

13. Findify undertakes not to disclose or otherwise make personal data processed under this DPA available to any third party without the Customer's prior written consent, with the exception of sub-processors that have been approved in stipulated in Section 15, unless otherwise provided by Swedish or European law, judicial- or administrative decisions.

14. With exception to Findify's services which are aimed at assisting End Users to exercise their rights of access, dataportability and erasure, if data subjects, competent authorities or any other third parties request information from Findify regarding the processing of personal data covered by this DPA, Findify shall refer such request to the Customer. Findify may not in any way act on behalf of or as a representative of the Customer and may not, without prior instructions from the Customer, transfer or in any other way disclose personal data or any other information relating to the processing of personal data to any third party. In the event that Findify, according to Data Protection Laws or other applicable Swedish or European laws and regulations, is required to disclose personal data that Findify processes on behalf of the Customer, Findify shall be obliged to inform the Controller thereof immediately and request confidentiality in conjunction with the disclosure of requested information.

15. SUB-PROCESSORS AND TRANSFERS OF PERSONAL DATA TO THIRD COUNTRIES

16. The Customer approves that Findify may engage sub-processors within and outside the EU / EEA and may transfer personal data outside the EU / EEA. Findify shall ensure that sub-processors are bound by written agreements which impose on them corresponding data processing obligations as the obligations under this DPA in respect of data protection. Appendix 2 contains a list of sub-processors that from the date of entry into force of this DPA have been pre-approved.

17. Findify shall inform the Customer of any new sub-processors and give the Customer the opportunity to object to such changes. Such objections by the Customer shall be based on grounds relating to data protection and be made in writing within five (5) calendar days from receipt of the information. Findify shall upon request provide the Customer with all information that the Customer may reasonably request to assess whether the appointment of the proposed sub-processor complies with the Customers' obligations under this DPA and Applicable Data Protection Legislation. If Findify despite the Customer's objection wishes to hire the proposed sub-processor, Findify is entitled to terminate this DPA at no extra cost. If the objection is not justified, the Customer is not entitled to terminate this DPA.

18. The Customer acknowledges and accepts that Findify will inform the Customer of new sub-processors by updating the list of sub-processors at https://findify.io/compliance/subprocessors/.

19. If personal data is transferred to or made available from outside EU / EEA, Findify shall ensure that the transfer is subject to an appropriate safeguard under Data Protection Legislation, such as standard data protection clauses adopted by the Commission. Controller hereby authorizes Processor to enter into such standard data protection clauses with sub-processors on behalf of Controller.

20. DATA PROTECTION AND CONFIDENTIALITY

21. Findify is obliged to fulfill its legal obligations regarding data protection under Applicable Data Protection Legislation and shall in all cases take appropriate technical and organizational measures to protect the personal data being processed.

22. Findify shall ensure that only such personnel who directly need access to personal data in order to fulfill Findify's obligations under this DPA has access to such data. Findify shall ensure that such personnel are subject to appropriate means of confidentiality.

23. Findify will make available information on the security measures taken pursuant to clause 21 at https://findify.io/compliance/security/. The Customer must review and the information and decide whether or not the security measures are appropriate in relation to the Customer's instruction to Findify.

24. DATA SUBJECTS RIGHTS

Findify shall, insofar as it is possible, through technical and organizational measures assist the Customer in fulfilling its legal obligations in relation to the data subjects according to Data Protection Laws.

25. DATA BREACH NOTIFICATIONS

26. Findify shall inform the Customer without undue delay after becoming aware of any personal data breach.

27. Findify shall assist the Customer with any information reasonably required to fulfill the Customer's data breach notification requirements under Data Protection Laws.

28.   DATA PROTECTION IMPACT ASSESSMENT

Findify shall, with the nature of the processing and the information available to the processor taken into account, assist the Customer in fulfilling its obligation to, when applicable, carry out data protection impact assessments and prior consultation.

29.   AUDIT RIGHTS

30.   Findify shall on request make available to the Customer all such information as reasonably necessary to demonstrate compliance with the obligations laid down in this DPA and the Data Protection Laws and allow for and contribute to audits, including inspections (however subject to Section 31 below), conducted by the Customer or an independent third party auditor mandated by the Customer for the purpose of verifying Findify's compliance with this DPA. Any inspections conducted shall be at the Customer's expense. The Customer shall treat all information obtained or received from Findify confidentially. If an independent third party auditor is selected by the Customer, said auditor shall be obliged to sign a non-disclosure agreement with Findify, and may only pass on its conclusions to the Customer.

31.   To the extent Findify can document Findify's and any Sub-processor's compliance with the obligations laid down in this DPA and the Data Protection Laws by providing a report from an external and independent generally recognized auditor under any generally recognized audit standard, the Customer shall not have the right to conduct any inspection on Findify's or its Sub-processors facilities.

32.   TERM OF AGREEMENT

The provisions in this DPA shall apply as long as Findify processes personal data for which the Customer is data controller.

33.   MEASURES UPON COMPLETION OF PROCESSING OF PERSONAL DATA

34.   Findify shall, upon expiration of this DPA and at the choice of the Customer, delete or return all personal data to the Customer within 30 days and ensure that any sub-processor do the same, unless Swedish or European law requires the Processor to store the personal data.

35.   Findify shall upon request by the Customer provide a written notice of the measures taken regarding the personal data upon completion of the processing as set out in clause 34 above.

36.   PROCESSING OF PERSONAL DATA ABOUT EMPLOYEES OF THE CUSTOMER

The Customer shall ensure that Findify is entitled to process contact details and other relevant personal data about the Customer's employees, contractors and other representatives if and to the extent needed to facilitate contact and the performance of this DPA and the Services. The data subjects' rights in relation to Findify's processing of their personal data are set forth in the Findify's privacy policy that can be accessed on https://findify.io/privacy-policy/.

37. AMENDMENTS

Findify has the right to unilaterally make amendments to the contents of this DPA in so far as it is necessary to fulfill Data Protection Laws. Such amendments of this DPA shall enter into force at the latest thirty (30) days after Findify communicated the amendments to the Customer. Other amendments to this DPA shall, in order to be valid, be agreed in writing.

38. LIABILITY

39. The limitations of liability set out in the Master Agreement shall apply to Findify's liability under this DPA as if set out herein.

40. GOVERNING LAW AND SETTLEMENT OF DISPUTES

41. This DPA shall be governed by and construed in accordance with Swedish law.

42. Any dispute, controversy or claim arising out of or in connection with this DPA, or the breach, termination or invalidity thereof, shall be finally settled in accordance with the dispute resolution provision in the Master Agreement.

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Appendix 1

SPECIFICATION OF DATA PROCESSING

1.   CONTACT DETAILS

Name and registration number	Findify AB (corp. reg. no. 556977-1073)
Contact	privacy@findify.io

43.   INSTRUCTIONS

43.1   Short description of the service and the purposes of the processing

Findify provides services such as real-time personalized search, recommendations and collections for online stores.

43.2   Purposes of the processing

Findify will process Customer Data in the provision of the Services governed by the Master Agreement and this DPA.

43.3   Categories of data subjects

End Users

43.4   Categories of data

Browser Language, Browser Name, Browser Version, Cookies, Device, Hashed IP address, IP address, Location data, Operating System, Page Referrer, Page URL, Platform, User Agent

43.5   Location of processing operations

Sweden

APPENDIX 2

PRE-APPROVED SUB-PROCESSORS

The Processor may use the following sub-processors to process personal data in the provision of the Services:

Name	Location of processing	Processing activities
Amazon Web Services, Inc	United States	Cloud hosting
Sentry	United States	Logging and diagnostics