

Terms of Service

General Part

Thank you for using Prighter! These terms of service (“**Terms**”) govern your subscriptions to Prighter Services and Prighter Products. The Terms are structured in a General Part and Specific Parts. The General Part applies to all Prighter Offerings whereas the Specific Part contains the terms and conditions which only apply to a specific Prighter Service or Prighter Product. Which Specific Parts apply depends on the Subscription to Prighter Offerings your company has subscribed to.

Prighter is a group of companies. Your company’s contractual partner is such entity of the Prighter Group that owns or operates the Prighter Service or Prighter Products your company has subscribed to. Subscriptions are centrally managed by Maetzler Rechtsanwalts GmbH & Co KG (“**iuro**”) on behalf of all Prighter Group entities.

Your company is deemed a Client for the purposes of your business dealings with Prighter”. The Client accepts these Terms by subscribing to Prighter Offerings via a digital registration process and clicking on “I agree” (or similar buttons or checkboxes confirming the Client’s consent) or by providing the relevant company data as part of the manual registration process. Some of the Prighter Services also require a Letter of Appointment (“**LoA**”) or other additional documentation, especially for a written appointment as a representative.

By subscribing to Prighter Offerings, you declare in lieu of an oath that the Client is a company or group of companies duly established and existing, that all necessary procedures to authorise the appointment of Prighter as a representative have been taken and that you are authorised to sign on behalf of the Client. If you are not authorised to represent and sign on behalf of the Client, do not click on “I agree” (or similar buttons or checkboxes confirming the Client’s consent) and do not sign or submit a LoA or any other documentation of a written appointment of Prighter. If you complete the subscription process, you will be deemed to represent the Client and a legal relationship between the Client and the respective Prighter Group entity is thereby established.

With regard to the role of Prighter Group entities according to data protection laws, Prighter Group entities qualify as Controllers for some processing activities and as Processors for others. Where Prighter is acting as the Client’s Processor, the attached Standard Contractual Clauses (“**SCCs**”) apply.

1. Interpretation

1.1 Headings to clauses of these Terms are for convenience only. They are not part of the Terms and do not affect the construction of the Terms, and are not to be taken into consideration in interpreting the Terms.

1.2 In the Terms:

- unless the context otherwise requires, words in the singular include the plural and vice versa;

- whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms;
- references to any agreement or other document include such agreement or other document as amended, supplemented, modified, novated, or replaced;
- references to writing include references to typewriting, printing, lithography, photography, electronic communications, and any other mode of representing or reproducing words in a legible and non-transitory form; and
- references to a power are to a power of any kind, whether administrative, discretionary, or otherwise.

2. Definitions

As used in these Terms, the terms defined below in this Section 2 shall have the meanings set forth below:

Client	means any business client who has signed up for Prighter Offerings.
Client Area	means a part of the website www.prighter.com which is secured by a login and further security features when activated by the Client and which gives the Client access to the features of the SaaS (software as a service).
Confidential Information	means information in whatever form which is disclosed to the Receiving Party by, or on behalf of, the Disclosing Party or which is otherwise learned during the course of the business relationship, including but not limited to, patents, patent applications, copyrights, inventions, innovations, developments, trade secrets, industrial secrets, products, product specifications, algorithms, prototypes, systems, equipment, devices, components, models, materials and raw materials, research materials, development or experimental work, work in progress, designs, drawings, formulas, know-how, data, methods, processes, techniques, procedures, ideas, plans, concepts and other similar matters which are confidential or constitute intellectual property rights or proprietary assets of the Disclosing Party, and also including any information regarding research and development activities and plans, product plans, marketing plans, business strategies, operations and production costs, financial information, forecasts, personnel information and customer or supplier lists. Exemptions to the term "Confidential Information" are stipulated in clause 8.3.
Controller	means any natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
Disclosing Party	means the party disclosing Confidential Information to the Receiving Party.
Effective Date	means the day on which the Client finalises the registration process according to clause 4.1.
GDPR	means 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 Part	means the terms in this document with general applicability for all Prighter Offerings.
iuro	means Maetzler Rechtsanwalts GmbH & Co KG, a law firm registered under FN 502860a with the companies register of the Vienna commercial court, when rendering Legal Services.
Legal Framework	means GDPR, UK GDPR, NIS-Directive and UK NIS, CCPA or any other privacy- or security-related legal framework.
Legal Services	means individual legal services such as drafting privacy related documentation (e.g. privacy policy, data protection impact assessments, consent management, data processing agreements, etc.) as well as individual advisory or consulting services.
License	means the lawful use of the SaaS part of Prighter Offerings in compliance with the Terms.
NIS-Directive	means Directive (EU) 2016/1148 concerning measures for a high common level of security of network and information systems across the Union.
Plan	means one of the various options for using a Prighter Service or Prighter Product.
Prighter Offerings	means Prighter Services and Prighter Products.
Prighter or Prighter Group	means a group of companies consisting of Maetzler Rechtsanwalts GmbH & Co KG, a law firm registered under FN 502860a with the companies register of the Vienna commercial court, together with Prighter GmbH, registered under FN 524639d with the commercial court in Vienna, Prighter Ltd, a UK company registered under company number 12854033 with the UK Companies House, Prighter Privacy IRE Limited, an Irish company registered under company number 690490, and all subsidiaries and partner offices of the aforementioned companies.
Prighter Products	means the software as a service solutions for discharging privacy-related obligations (such as data subject requests, data breaches and other obligations under applicable privacy regulations) which have been developed by Prighter, including server software hosted by Prighter, web-based administration services and Client facing software, as may be modified, updated, or supplemented by new features and tools from time to time.
Prighter Services	means Prighter’s services as a privacy and NIS representative in various jurisdictions.
Processor	means a natural or legal person, public authority, agency, or other body which processes personal data on behalf of the Controller.
Receiving Party	means the party receiving Confidential Information from the Disclosing Party.
SaaS	means the software as a service model by which Prighter Offerings are delivered.
Specific Part	means the specific provisions which may apply to Prighter Offerings.

Standard Contractual Clauses or SCCs	means Module 4 (Processor to Controller) Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by European Commission Implementing Decision (EU) 2021/914 as attached at Annex 1 of these Terms and to cover the obligations according to Art 28 GDPR.
Subscription	means the Plan (or Plans) a Client signs up for with Prighter to use one or more of the Prighter Offerings.
Subscription Fee	means the fee a Client pays to Prighter for the Subscription to one or more Prighter Offerings.
Tax	means VAT, other tax, duty, fee or any kind of charges as applicable that is imposed by any government or any tax authority.
Terms	means the General Part and such Specific Parts as govern a Subscription.
UK GDPR	means the UK General Data Protection Regulation as enacted and valid from 01.01.2021 onwards and the UK Data Protection Act 2018.
UK NIS	means the NIS Regulations 2018, which transpose the NIS-Directive into UK law.
VAT	means value added tax.

3. Scope

- 3.1. This General Part applies to Subscriptions by Clients to Prighter Offerings.
- 3.2. In the event of any discrepancies between the General Part and the respective applicable Specific Part of the Terms, the Specific Part shall prevail. The Terms supersede all prior or contemporaneous understandings regarding the subject matter of the Terms, which includes e.g. NDAs entered into during the precontractual negotiation phase.
- 3.3. These Terms do not apply to Legal Services. Legal Services are governed by separate terms of iuro or of a subcontracting law firm providing Legal Services upon the Client’s written request. iuro's current standard hourly rates are EUR 350 for attorneys and EUR 270 for associates. The hourly rates are subject to changes.
- 3.4. All Prighter Offerings are addressed to businesses only and not to consumers.

4. Subscription

- 4.1. A new Client may subscribe to one or more Prighter Offerings. For some of the Prighter Offerings, the Client may choose between different Plans. The subscription process is completed when a Client provides the necessary data for the onboarding and accepts the respective applicable Terms by clicking on “I agree” (or similar buttons or checkboxes confirming the Client’s consent) or by providing a signed LoA or any other signed document for the written appointment.
- 4.2. An existing Client with an active Subscription can sign up for additional Prighter Offerings and add the related Plans to its Subscription.

- 4.3. Which services, products, features, accesses, or other deliveries are included in the Subscription depends on the Plan or Plans the Client subscribes to. The Plans are further specified by the respective applicable Specific Part.
- 4.4. Subscriptions include a Client Area where the Client can access the SaaS via which Prighter Offerings are delivered. The authorised use of the SaaS associated with the Subscription includes the set-up, access, use, management, and administration of Prighter Offerings.
- 4.5. The Client may grant additional users or external partners (e.g. an external DPO or legal advisor) access to the Client Area with a ready, write or admin permission for the Subscription. It is the sole responsibility of the Client to manage such additional access permissions and to make sure the individuals who are granted such permission comply with the Terms.
- 4.6. During the term of the Subscription, we will provide you with support for the SaaS. Support is available during business hours at Prighter's headquarters. Support does not include Legal Services.

5. Subscription Fee

- 5.1. The current valid Subscription Fee for Prighter Offerings is published on the Prighter website <https://prighter.com/>. The individual price is shown to the Client before payment is processed. Subscription Fees are subject to change from time to time.
- 5.2. The Subscription Fee is invoiced centrally by iuro for all Prighter Offerings which are part of the Client's Subscription. Unless otherwise agreed, the Subscription is invoiced monthly. Annual and quarterly payments are also available.
- 5.3. The Subscription Fee is exclusive of Tax, including the applicable VAT that is imposed by any government or any tax authority. If other expenses (such as translation costs, postal charges, or travel expenses) are incurred, these expenses will be charged in addition at cost together with any applicable Tax, subject to the Client's written approval.
- 5.4. A 20% discount on the price of the first Prighter Service purchased is available from the second Prighter Offering which the Client adds to its Subscription.

6. Client's Cooperation and Undertakings

- 6.1. The Client is aware that it is obliged to:
 - 6.1.1. provide data subjects with all obligatory information stipulated in the applicable privacy regulations at the time when their personal data is collected;
 - 6.1.2. maintain comprehensive and complete records of those processing activities for which it bears responsibility;
 - 6.1.3. comply with the obligations stipulated in the applicable Legal Framework when processing data of data subjects.
- 6.2. The Client undertakes to:
 - 6.2.1. inform itself about the relevant data protection provisions in the countries it is addressing customers or monitoring data subjects;
 - 6.2.2. specify an email address for communication with Prighter in the Client Area, to make sure that emails sent by Prighter to such email address are whitelisted and can be

delivered, to read the emails sent to such email address once a day and to handle such Client information in a duly and diligent manner;

6.2.3. make sure that everyone who is granted permission to the Client Area sets a two-step authentication to secure the access to the Client Area;

6.2.4. checks regularly, at least every week for updates on the Client Area.

6.3. The Client agrees to being mentioned as a reference client on Prighter's website and in other means of communication and advertising and to the usage of its logo for this purpose.

7. Intellectual Property

7.1. The Client has the right to use the SaaS provided by Prighter for purposes of the Prighter Offering and legitimate ancillary purposes. Any other use of the SaaS requires Prighter's prior written consent. Unless otherwise provided in the Terms, Prighter does not transfer any intellectual property rights, including copyright, in the SaaS, or any documents, software or other tools, materials, or deliveries to the Client.

7.2. Except as otherwise expressly permitted in the Terms, Client will not: (i) reproduce, modify, adapt or create derivative works of Prighter Offerings; (ii) rent, lease, distribute, sell, sublicense or transfer Prighter Offerings to a third party; (iii) use the Prighter Offerings for the benefit of any third party; (iv) incorporate any Prighter Offerings into products or services that the Client provides to a third party; (v) interfere with or otherwise circumvent mechanisms in the Prighter Offerings intended to limit the use; (vi) reverse engineer, disassemble, decompile, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Prighter Offering, except to the extent expressly permitted by applicable law in any case subject to prior notice; (vii) remove or obscure any proprietary or other notices contained in any Prighter Offering; (viii) use the Prighter Offering for competitive analysis or to build competitive products; (ix) publicly disseminate information regarding the performance of the Prighter Offerings; or (x) encourage or assist any third party to do any of the foregoing.

8. Confidentiality

8.1. The parties acknowledge that each of the parties will be provided with or will gain access to certain Confidential Information of the other party in the course of the business relationship. The parties wish to ensure due protection of Confidential Information. Therefore, no Confidential Information exchanged in whatever form or to be exchanged between the parties hereto or their associated companies shall be disclosed by any means to any third party without the written consent of the Disclosing Party.

8.2. The Receiving Party hereby undertakes to hold all Confidential Information in strict confidence and to disclose the Confidential Information only to those of its employees, consultants, and professional advisors with a bona fide need to know such Confidential Information. Other than that, the Receiving Party will at all times:

- treat the Confidential Information with the same degree of care as it uses to protect its own confidential information, but in no event less than a high degree of care;
- keep all Confidential Information (as well as all copies thereof or writings, if any, relating thereto), which may at any time be in the possession or under the control of the Receiving Party, secure and take all necessary precautions and steps to prevent unauthorized persons from obtaining access thereto;

- not disclose the Confidential Information to any third party, whether or not for consideration;
- not use the Confidential Information for any purpose other than the business relationship with the Disclosing Party or exploit the Confidential Information for its own benefit or for the benefit of anyone else, without the prior written consent of Disclosing Party.

8.3. Notwithstanding the foregoing, information shall not be deemed as Confidential Information, for purposes of the Terms, if:

- such information is in the public domain at the time of disclosure by the Disclosing Party, or subsequently becomes part of the public domain, through no breach of Receiving Party of its obligations hereunder;
- such information is received by Receiving Party from a third party which is exempt from confidentiality obligations;
- Receiving Party can show documentary evidence that such information was in its possession at the time of disclosure by the Disclosing Party, and Receiving Party so advised Disclosing Party immediately upon the Disclosing Party's disclosure;
- Receiving Party is compelled by court or government action pursuant to applicable law to disclose such information, provided that Receiving Party gives Disclosing Party prompt notice of such disclosure obligations;
- such information pertains to the fact that Prighter is appointed as representative of the Client, as the appointment needs to be public from its nature;
- such information is subject to clause 6.3.

8.4. The restrictions contained in this clause shall survive the termination of this agreement and shall continue in effect for an indefinite period thereafter.

9. Limitation of Liability

9.1. Nothing in these terms will exclude or limit the liability of either Party for any fraud or fraudulent misrepresentation, any liability arising from the defaulting Party's deliberate default and/or any other loss or damage the exclusion or limitation of which is prohibited by the laws identified in clause 11.8 of the General Part of these terms.

9.2. Subject to clauses 9.1, 9.3 and 9.4, Prighter's total aggregate liability to the Client in respect of all causes of action arising out of or in connection with the Client's use of Prighter Offerings shall not exceed EUR 500,000.

9.3. Subject to clause 9.1, neither Party will be liable for any claim to the extent that it relates to loss of profits, goodwill, business opportunity or anticipated savings, injury to reputation, wasted management time or indirect, consequential or special loss or damage regardless of the form of action howsoever arising and regardless of whether the defaulting Party knew or had reason to know of the possibility of the loss or damage in question.

9.4. Save to the extent that such failure of the Client occurs due to the act or omission of Prighter (other than where such act or omission is at the instruction of the Client) Prighter is not liable

for any failure by the Client to comply with the GDPR or any other data protection law. Therefore, Prighter is not liable for any damages or whatever compensation claimed by third parties; or

- fines or penalties imposed by authorities

which arise from the failure to comply with the GDPR or any other data protection law by the Client and the Client will hold Prighter harmless for any such claims from third parties or fines and penalties imposed by authorities on the Client or Prighter on behalf of the Client.

10. Term, Renewal and Termination

- 10.1. The contract between the parties enters into effect on the Effective Date and ceases to be in effect on the date of expiration or termination of the entire Subscription. As a rule, Subscriptions have a term of one month, although Clients may also select a quarterly or yearly term.
- 10.2. Unless either Party terminates the Subscription prior to expiration, the Subscription will automatically renew for another term of a period equal to the Client's previous term. Clients are provided with the invoice for the new term in the Client Area. All renewals are subject to the applicable Terms and will be charged at the rates applicable at the time of renewal.
- 10.3. Either party may terminate the Subscription in part or in whole at any time by written notice (including electronic communication) to the other party without stating reasons for the termination. The termination will become effective at the end of the current term. If the Client chooses a monthly term, the termination becomes effective at the end of the following month. If the Client chooses a quarterly or yearly term, the termination will only become effective at the end of the respective quarter or year if the Client gives termination notice at least one month before the end of the respective quarter or year.
- 10.4. Prighter may terminate the Subscription in part or in whole at any time by written notice (including electronic communication) if amendments to the Legal Framework or court rulings change the risk profile of Prighter's business model for one or all of Prighter Offerings. The termination becomes effective at the end of the month following the month when Prighter gave its notice of termination to the Client. In such case Prighter will refund the aliquot part of a prepaid Subscription Fee.
- 10.5. Either party may terminate the Subscription if the other party (i) fails to cure any material breach of these Terms within thirty (30) days after being given notice of such breach; (ii) ceases business operations without having a successor; or (iii) institutes or has instituted against it bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceedings, or if any such proceedings are instituted against that party and are not dismissed within sixty (60) days.
- 10.6. Upon termination by either party for any reason, all Prighter's fees and expenses will immediately fall due and be payable by the Client, including the fees and expenses of any third party retained by Prighter, and any Tax applicable to such amounts. Access to the Client Area will expire upon the termination date and Prighter will delete the data according to its retention policy.
- 10.7. Clause 7. and clause 8. will survive any termination or expiration of these Terms and continue to apply for an indefinite term thereafter.

11. Miscellaneous

- 11.1. Tax

The Client will bear all Taxes which accrue due to rendering Prighter Offerings, except for income tax imposed on Prighter. Should it be necessary for the applicability of reverse charge or any similar mechanism that the Client provides its VAT number, the Client will do so. If the Client fails to provide its VAT number with the result that Prighter is charged VAT, the Client agrees to compensate Prighter for the imposed VAT.

11.2. Electronic Signature

Each Party agrees that these Terms and any other documents to be delivered in connection herewith (especially LoAs) may be signed electronically, and that any electronic signatures appearing on the LoA, the Terms or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

11.3. Electronic Notice

Prighter may provide Clients with information and notices about services electronically, including via email or through the Client Area. Notice is deemed to have been given on the date it is made available by Prighter.

11.4. Assignment

Prighter shall have the right to assign the contractual relationship with the Client together with its rights and obligations, either in whole or in part, to any corporation, trust or other entity and all the transferred covenants and agreements hereunder shall inure to the benefit of, and be enforceable by or against, Prighter's successors and assignees.

11.5. Sub-Contracting

Prighter may subcontract providers which are not part of the Prighter Group to deliver parts of the Prighter Offering.

11.6. Changes to the Terms

Prighter may change the Terms from time to time. In case of such changes Prighter will notify the Client upfront. Client accepts the changes with the first payment after such notification, provided that the Client doesn't object to the changes.

11.7. Severance

If any provision of these Terms is or becomes ineffective, the effectiveness of the remaining provisions shall not be affected. In such cases, an ineffective provision shall be construed to be replaced by a provision that comes closest to the economic and legal aim of such ineffective provision.

11.8. Governing Law

These Terms shall be governed by and construed in accordance with the Laws of the Republic of Austria, with the exception of the UN Sales Convention and the conflict of law rules.

11.9. Jurisdiction

Any and all disputes arising out of or in connection with these Terms, including, without limitation, a dispute as to its violation or the conclusion, validity, nullity, existence, termination or dissolution of these Terms, shall be finally and exclusively resolved and settled by the competent courts for the first Vienna district.

Terms of Service

Prighter GDPR-Rep

Thank you for using Prighter GDPR-Rep. These terms of service govern your Subscriptions to Prighter GDPR-Rep (“**GDPR-Rep Terms**”) and are specific provisions (Specific Part) which applies in addition to the General Part.

1. General Terms

- 1.1. These GDPR-Rep Terms constitute an integral part of the Terms and govern the Prighter Service as a representative according to Art 27 GDPR in the EU (“**Prighter GDPR-Rep**”). To the extent that these GDPR-Rep Terms do not contain any provisions on specific topics, the General Part of the Terms shall continue to apply. In the event of any discrepancies between these GDPR-Rep Terms and the General Part of the Terms, these GDPR-Rep Terms shall prevail.
- 1.2. Words and expressions in these GDPR-Rep Terms shall have the same meaning as defined in the General Part of the Terms unless the context requires otherwise.
- 1.3. The Terms, the Letter of Appointment (“LoA”) signed by the Client to appoint Prighter as representative and separate price information, if any, constitute the whole agreement. Any terms and conditions of Client do not apply. No oral agreements or other written agreements exist.

2. Scope and Prighter GDPR-Rep services

- 2.1. These GDPR-Rep Terms govern the Client’s Subscription for representation in the EU according to Art 27 GDPR.
- 2.2. The Prighter GDPR-Rep services include:
 - acting on behalf of the Client as an addressee for data subjects in the EU;
 - acting on behalf of the Client as an addressee for data protection authorities in the EU;
 - office locations around the EU as listed on <https://prighter.com/product/gdprrep/> and the option for the Client to choose between the different office locations to appoint a representative in a certain jurisdiction;
 - provision of the certificate for appointing Prighter as the Client’s representative, which the Client can include in its website;
 - drafting the wording to be included in the Client’s privacy policy regarding the appointment of Prighter as representative;
 - provision of the compliance landing page, which can be customised by the Client;
 - the Client Area which is a secured backend to manage all privacy requests and the Subscription;
 - the PrighterDSR EU as defined in clause 3.

- management of unlimited electronic requests via PrighterDSR EU from data subjects located in the EU ;
 - digitization and management of unlimited postal requests via PrighterDSR EU from data subjects located in the EU;
 - handling of unlimited requests from data protection supervisory authorities in the EU;
 - issue of guidelines for the management of the different types of DSRs via PrighterDSR EU;
 - the maintenance of the record of processing activities.
- 2.3. Legal Services are not included in the scope.
- 2.4. Which entity of the Prighter Group is the contractual partner of the Client for Prighter GDPR-Rep depends on the office location chosen by the Client. Depending on the office location which the Client chooses for the appointment of Prighter as representative in the EU, Prighter may enter into a sub-contracting relationship with a certain partner and provide that partner with information on the Client. The partner is included in the service offering and may directly contact the Client for contract-related or direct marketing purposes.
- 2.5. By accepting the appointment, Prighter shall have the right and the obligation to act as a privacy representative for the Client.
- 2.6. The Client acknowledges that Prighter will disclose the appointment of Prighter as the Client's representative and, subject to notifying the Client, may share the record of processing activities and information on the processing activities with data protection supervisory authorities upon their request.

3. Prighter DSR EU

- 3.1. The PrighterDSR EU is a SaaS solution to channel, structure and filter all incoming data subject requests from EU data subjects and handle the lifecycle of such DSRs ("**PrighterDSR EU**"). It consists of features and guidance for a self-directed handling of DSRs and is designed to help efficiently handle DSRs. The Client acknowledges that the actual handling of DSRs remains the Client's obligation. Prighter will support the Client in such handling according to clause 4.6 of the General Part.
- 3.2. The Prighter DSR EU includes:
- the Prighter DSR EU section in the Client Area with a dashboard, giving an overview on DSR-related issues;
 - a request form for data subjects accessible via the compliance landing page to place their requests and to collect the information on a request from the data subject, which can be customized by including additional questions and requirements;
 - a DSR request management workflow to channel, filter and structure DSRs and efficiently handle these from a formal point of view;
 - a management system for every specific type of DSR including Art 7 and Art 15 to Art 22 GDPR to comply with all rights conferred under the different legal requirements and the latest court rulings;
 - a unique website for the data subject who lodged the DSR with all information and updates on the DSR;

- automated communications with data subjects;
- individual management of access permissions within the company.

3.3. In case of a DSR lodged via the PrighterDSR EU, Prighter processes the personal data of the data subject as the Processor for the Client who is the Controller. In such cases, the processing of personal data is governed by the SCCs incorporated in and attached to the Terms. Acceptance of these Terms by signature of a LOA by the Client shall be deemed to constitute signature and acceptance of the Standard Contractual Clauses.,.

4. Available Plans

4.1. The Plan which is offered to the Client for Prighter GDPR-Rep depends on the company size of the Client. The company size is defined according to the Eurostat categories and therefore by the number of persons employed. The number of persons employed includes employees but also working proprietors, partners working regularly in the enterprise, and unpaid family workers. The currently available Plans are:

- EUR 19/month for start-ups (i.e. founding teams without any employees);
- EUR 39/month for micros (i.e. companies employing under 10 persons);
- EUR 79/month for small companies (i.e. companies employing 10 to 49 persons);
- EUR 189/month for mid-sized companies (i.e. companies employing 50 to 249 persons);
- EUR 440/month for large companies (i.e. companies employing 250 to 749 persons).

Prices for enterprise companies (i.e. companies employing 750 persons or more) are set individually, taking into account the company size, the countries the Client operates in, the types of data processed and the data privacy sensitivity of the Client's business model.

4.2. Which Plan the Client subscribes to depends on the information on the Client's company size which the Client provides during the subscription process. If the information provided by the Client is or becomes incorrect (e.g. because the Client employs more or less people) and the Client qualifies for a different Plan, Prighter is entitled to amend the fees and charge the Client the monthly fee for the Plan applicable to the Client according to its actual company size.

4.3. For the second and any further representation service which the Client adds to its Subscription the prices listed in this 4.1 are reduced by 20%.

5. Client's Cooperation and Undertakings

5.1. The Client undertakes in addition to clause 6.2. of the General Part to:

- provide Prighter with the information necessary to act as a representative and with its records of processing activities;
- publish the information on the representation as provided in the Client Area in the Client's privacy policy;
- take care of all requests addressed to Prighter on behalf of the Client.

6. Miscellaneous

6.1. Electronical Signature

Each Party agrees that the LoA for the appointment of Prighter may be signed electronically, and that any electronic signatures appearing on the LoA are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

6.2. Severance

If any provision of this agreement is or becomes ineffective, the effectiveness of the remaining provisions shall not be affected. In such case, an ineffective provision shall be construed to be replaced by a provision that comes closest to the economic and legal aim of such ineffective provision.

6.3. Governing Law

This Specific Part shall be governed by and construed in accordance with the Laws of the Republic of Austria, with the exception of the UN Sale Convention and the conflict of law rules.

6.4. Jurisdiction

Any and all disputes arising out of or in connection with this Specific Part, including, without limitation, a dispute as to its violation or the conclusion, validity, nullity, existence, termination or dissolution of this Specific Part, shall be finally and exclusively resolved and settled by the competent courts for the first Vienna district.

Terms of Service

Prighter UK-Rep

Thank you for using Prighter UK-Rep. These terms of service govern your Subscriptions to Prighter UK-Rep (“**UK-Rep Terms**”) and are specific provisions (Specific Part) which applies in addition to the General Part.

1. General Terms

- 1.1. These UK-Rep Terms constitute an integral part of the Terms and govern the Prighter Service as a representative according to Art 27 UK-GDPR in the United Kingdom (“**Prighter UK-Rep**”). To the extent that these UK-Rep Terms do not contain any provisions on specific topics, the General Part of the Terms shall continue to apply. In the event of any discrepancies between these UK-Rep Terms and the General Part of the Terms, these UK-Rep Terms shall prevail.
- 1.2. Words and expressions in these UK-Rep Terms shall have the same meaning as defined in the General Part of the Terms unless the context requires otherwise.
- 1.3. The Terms, the Letter of Appointment (“LoA”) signed by the Client to appoint Prighter as representative and separate price information, if any, constitute the whole agreement. Any terms and conditions of Client do not apply. No oral agreements or other written agreements exist.
- 1.4. Provider for Prighter UK-Rep within the Prighter Group is Prighter Ltd, a UK company registered under company number 12854033 with the UK Companies House, 20 Mortlake High Street, London, SW14 8JN, UNITED KINGDOM. Maetzler Rechtsanwalts GmbH & Co KG is managing the contractual relationship and the payment.

2. Scope and Prighter UK-Rep services

- 2.1. These UK-Rep Terms govern the Client’s Subscription for representation in the UK according to Art 27 UK-GDPR.
- 2.2. The Prighter UK-Rep services include:
 - acting on behalf of the Client as an addressee for data subjects in the UK;
 - acting on behalf of the Client as an addressee for data protection authorities in the UK;
 - provision of the certificate for appointing Prighter as the Client’s representative, which the Client can include in its website;
 - drafting the wording to be included in the Client’s privacy policy regarding the appointment of Prighter as representative;
 - provision of the compliance landing page, which can be customised by the Client;
 - the Client Area which is a secured backend to manage all privacy requests and the Subscription;
 - the PrighterDSR UK as defined in clause 3.

- management of unlimited electronic requests via PrighterDSR UK from data subjects located in the UK ;
 - digitization and management of unlimited postal requests via PrighterDSR UK from data subjects located in the UK;
 - handling of unlimited requests from Information Commissioner’s Office (“ICO”) ;
 - issue of guidelines for the management of the different types of DSRs via PrighterDSR UK;
 - the maintenance of the record of processing activities.
- 2.3. Legal Services are not included in the scope.
- 2.4. By accepting the appointment, Prighter shall have the right and the obligation to act as a privacy representative for the Client.
- 2.5. The Client acknowledges that Prighter will disclose the appointment of Prighter as the Client’s representative and, subject to notifying the Client, may share the record of processing activities and information on the processing activities with the ICO upon the ICO’s request.

3. Prighter DSR UK

- 3.1. The PrighterDSR UK is a SaaS solution to channel, structure and filter all incoming data subject requests from UK data subjects and handle the lifecycle of such DSRs (“**PrighterDSR UK**”). It consists of features and guidance for a self-directed handling of DSRs and is designed to help efficiently handle DSRs. The Client acknowledges that the actual handling of DSRs remains the Client’s obligation. Prighter will support the Client in such handling according to clause 4.6 of the General Part.
- 3.2. The Prighter DSR UK includes:
- the Prighter DSR UK section in the Client Area with a dashboard, giving an overview on DSR-related issues;
 - a request form for data subjects accessible via the compliance landing page to place their requests and to collect the information on a request from the data subject, which can be customized by including additional questions and requirements;
 - a DSR request management workflow to channel, filter and structure DSRs and efficiently handle these from a formal point of view;
 - a management system for every specific type of DSR including Art 7 and Art 15 to Art 22 GDPR to comply with all rights conferred under the different legal requirements and the latest court rulings;
 - a unique website for the data subject who lodged the DSR with all information and updates on the DSR;
 - automated communications with data subjects;
 - individual management of access permissions within the company.
- 3.3. In case of a DSR lodged via the PrighterDSR UK, Prighter processes the personal data of the data subject as the Processor for the Client who is the Controller. In such cases, the processing of personal data is governed by the SCC’s incorporated in and attached to the Terms. Acceptance of these Terms by signature of a LOA by the Client shall be deemed to constitute signature and acceptance of the Standard Contractual Clauses.

4. Available Plans

4.1. The Plan which is offered to the Client for Prighter UK-Rep depends on the company size of the Client. The company size is defined according to the Eurostat categories and therefore by the number of persons employed. The number of persons employed includes employees but also working proprietors, partners working regularly in the enterprise, and unpaid family workers. The currently available Plans are:

- EUR 19/month for start-ups (i.e. founding teams without any employees);
- EUR 39/month for micros (i.e. companies employing under 10 persons);
- EUR 79/month for small companies (i.e. companies employing 10 to 49 persons);
- EUR 189/month for mid-sized companies (i.e. companies employing 50 to 249 persons);
- EUR 440/month for large companies (i.e. companies employing 250 to 749 persons).

Prices for enterprise companies (i.e. companies employing 750 persons or more) are set individually, taking into account the company size, the countries the Client operates in, the types of data processed and the data privacy sensitivity of the Client's business model.

4.2. Which Plan the Client subscribes to depends on the information on the Client's company size which the Client provides during the subscription process. If the information provided by the Client is or becomes incorrect (e.g. because the Client employs more or less people) and the Client qualifies for a different Plan, Prighter is entitled to amend the fees and charge the Client the monthly fee for the Plan applicable to the Client according to its actual company size.

4.3. For the second and any further representation service which the Client adds to its Subscription the prices listed in this 4.1 are reduced by 20%.

5. Client's Cooperation and Undertakings

5.1. The Client undertakes in addition to clause 6.2. of the General Part to:

- provide Prighter with the information necessary to act as a representative and with its records of processing activities;
- publish the information on the representation as provided in the Client Area in the Client's privacy policy;
- take care of all requests addressed to Prighter on behalf of the Client.

6. Miscellaneous

6.1. Electronical Signature

Each Party agrees that the LoA for the appointment of Prighter may be signed electronically, and that any electronic signatures appearing on the LoA are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

6.2. Severance

If any provision of this agreement is or becomes ineffective, the effectiveness of the remaining provisions shall not be affected. In such case, an ineffective provision shall be construed to be

replaced by a provision that comes closest to the economic and legal aim of such ineffective provision.

6.3. Governing Law

This Specific Part shall be governed by and construed in accordance with English Law.

6.4. Jurisdiction

Any and all disputes arising out of or in connection with this Specific Part, including, without limitation, a dispute as to its violation or the conclusion, validity, nullity, existence, termination or dissolution of this Specific Part, shall be finally and exclusively resolved and settled by the competent courts of England and Wales.

Terms of Service

Prighter Swiss-Rep

Thank you for using Prighter Swiss-Rep. These terms of service govern your Subscription to Prighter Swiss-Rep ("**Swiss-Rep Terms**") and are specific provisions (Specific Part) which apply in addition to the General Part.

7. General Terms

- 1.5. These Swiss-Rep Terms constitute an integral part of the Terms and govern the Prighter Service as a representative according to Art 14 Swiss Federal Data Protection Act of 25 September 2020 which entered into force on 1 September 2023 (**RevFADP**) ("**Prighter Swiss-Rep**"). To the extent that these Swiss-Rep Terms do not contain any provisions on specific topics, the General Part of the Terms shall continue to apply. In the event of any discrepancies between these Swiss-Rep Terms and the General Part of the Terms, these Swiss-Rep Terms shall prevail.
- 1.6. Words and expressions in these Swiss-Rep Terms shall have the same meaning as defined in the General Part of the Terms unless the context requires otherwise.
- 1.7. The Terms, the Letter of Appointment ("**LoA**") signed by the Client to appoint Prighter as representative and separate price information, if any, constitute the whole agreement. Any terms and conditions of Client do not apply. No oral agreements or other written agreements exist.
- 1.8. Provider for Prighter Swiss-Rep within the Prighter Group is Prighter CH GmbH, a company registered in Switzerland with address Obergrundstrasse 17, 6002 Luzern, Switzerland. Maetzler Rechtsanwalts GmbH & Co KG is managing the contractual relationship and the payment.

8. Scope and Prighter Swiss-Rep services

- 2.6. These Swiss-Rep Terms govern the Client's Subscription for representation in Switzerland according to Art 14 RevFADP.
- 2.7. The Prighter Swiss-Rep services include:
 - acting on behalf of the Client as an addressee for data subjects in Switzerland;
 - acting on behalf of the Client as an addressee for the Swiss Federal Data Protection and Information Commissioner (FDPIC);
 - provision of an electronic certificate to evidence the appointment of Prighter as the Client's representative in Switzerland, which the Client can include in its website;
 - provision of applicable wording to be included in the Client's privacy policy regarding the appointment of Prighter as representative;
 - provision of a dedicated compliance landing page for the Client, which can be customised by the Client;
 - access to the client area which is a secured backend to manage all privacy requests and the subscription ("**Client Area**");

- the and use of the PrighterDSR Swiss solution as further detailed below for the management of data subject requests (“**DSRs**”) as defined in clause 3.
- management of unlimited electronic requests via PrighterDSR Swiss from data subjects located in Switzerland;
- unlimited digitization and management of postal requests received by Prighter through upload to the PrighterDSR Swiss solution from data subjects;
- unlimited handling of unlimited requests from the Swiss Federal Data Protection and Information Commissioner (FDPIC);
- publication of guidance for the management of data subject requests via PrighterDSR Swiss by the Client for the rights available to data subjects;
- holding a copy of the records of processing activities under the responsibilities of the controller.

2.8. Legal Services are not included in the scope.

2.9. By accepting the appointment, Prighter shall have the right and the obligation to act as a privacy representative in Switzerland for the Client.

2.10. The Client acknowledges that Prighter will disclose the appointment of Prighter as the Client’s Swiss representative and, subject to notifying the Client, may share the record of processing activities and information on the processing activities with the FDPIC upon the FDPIC’s request.

9. Prighter DSR Swiss

3.4. PrighterDSR Swiss is a SaaS solution to channel, structure and filter all incoming data subject requests from data subjects in Switzerland and handle the lifecycle of such DSRs. It consists of features and guidance for a self-directed handling of DSRs and is designed to help efficiently handle DSRs. The Client acknowledges that the actual handling of DSRs remains the Client’s obligation. Prighter will support the Client in such handling according to clause 4.6 of the General Part.

3.5. The Prighter DSR Swiss includes:

- the Prighter DSR Swiss section in the Client Area with a dashboard, giving an overview on DSR-related issues;
- a request form for data subjects accessible via the compliance landing page to place their requests and to collect the information on a request from the data subject, which can be customized by including additional questions and requirements;
- a DSR request management workflow to channel, filter and structure DSRs and efficiently handle these from a formal point of view;
- a management system for every specific type of DSR including rights granted under Articles 21, 25-29 and 32 of the RevFADP to comply with all rights conferred on data subjects accordingly;
- a unique website for the data subject who lodged the DSR with all information and updates on the DSR;
- automated communications with data subjects;
- individual management of access permissions within the company.

- 3.6. In case of a DSR lodged via the PrighterDSR Swiss, Prighter processes the personal data of the data subject as the Processor for the Client who is the Controller. In such cases, the processing of personal data is governed by the SCC's incorporated in and attached to the Terms. Acceptance of these Terms by signature of a LOA by the Client shall be deemed to constitute signature and acceptance of the Standard Contractual Clauses.

10. Available Plans

- 4.4. The Plan which is offered to the Client for Prighter Swiss-Rep depends on the company size of the Client. The company size is defined according to the Eurostat categories and therefore by the number of persons employed. The number of persons employed includes employees but also working proprietors, partners working regularly in the enterprise, and unpaid family workers. The currently available Plans are:

- EUR 39/month for growth companies (i.e. companies employing under 10 persons);
- EUR 79/month for small companies (i.e. companies employing 10 to 49 persons);
- EUR 189/month for medium companies (i.e. companies employing 50 to 249 persons);
- EUR 440/month for large companies (i.e. companies employing 250 to 749 persons).

Prices for enterprise companies (i.e. companies employing 750 persons or more) are set individually, taking into account the company size, the countries the Client operates in, the types of data processed and the data privacy sensitivity of the Client's business model.

- 4.5. Which Plan the Client subscribes to depends on the information on the Client's company size which the Client provides during the subscription process. If the information provided by the Client is or becomes incorrect (e.g. because the Client employs more or less people) and the Client qualifies for a different Plan, Prighter is entitled to amend the fees and charge the Client the monthly fee for the Plan applicable to the Client according to its actual company size.
- 4.6. For the second and any further representation service which the Client adds to its Subscription the prices listed in this 4.1 are reduced by 20%.

11. Client's Cooperation and Undertakings

- 5.2. The Client undertakes in addition to clause 6.2. of the General Part to:
- provide Prighter with the information necessary to act as a representative and with its records of processing activities;
 - publish the information on the representation as provided in the Client Area in the Client's privacy policy;
 - take care of all requests addressed to Prighter on behalf of the Client.

12. Miscellaneous

6.5. Electronical Signature

Each Party agrees that the LoA for the appointment of Prighter may be signed electronically, and that any electronic signatures appearing on the LoA are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

6.6. Severance

If any provision of this agreement is or becomes ineffective, the effectiveness of the remaining provisions shall not be affected. In such case, an ineffective provision shall be construed to be replaced by a provision that comes closest to the economic and legal aim of such ineffective provision.

6.7. Governing Law

This Specific Part shall be governed by and construed in accordance with the laws of Switzerland.

6.8. Jurisdiction

Any and all disputes arising out of or in connection with this Specific Part, including, without limitation, a dispute as to its violation or the conclusion, validity, nullity, existence, termination or dissolution of this Specific Part, shall be finally and exclusively resolved and settled by the competent courts of Zurich.

Terms of Service

Turkey Rep

Thank you for using Prighter as your Turkey-Rep. These terms of service govern your Subscriptions to the service as data controller representative according to Turkish law (“**Turkey Rep**”) and are specific provisions (“**Turkey-Rep Terms**”) which apply in addition to the General Part.

1. General Terms

- 1.1. These Turkey-Rep Terms constitute an integral part of the General Part. To the extent that these Turkey-Rep Terms do not contain any provisions on specific topics, the General Part of the Terms shall continue to apply. In the event of any discrepancies between these Turkey-Rep Terms and the General Part of the Terms, these Turkey-Rep Terms shall prevail.
- 1.2. Words and expressions in these Turkey-Rep Terms shall have the same meaning as defined in the General Part of the Terms unless the context requires otherwise.
- 1.3. The Terms, the Letter of Appointment (“LoA”) signed by the Client to appoint Prighter as representative and separate price information, if any, constitute the whole agreement. Any terms and conditions of Client do not apply. No oral agreements or other written agreements exist.
- 1.4. Provider of the Turkey Rep service is IPTECH Legal Danışmanlık Limited Şirketi - Begonya Sok No: 1/2 Nidakule Ataşehir Batı Ataşehir İSTANBUL – TURKEY Tax Number: 4650535244 (“**IPTECH**”). Maetzler Rechtsanwalts GmbH & Co KG is managing the contractual relationship and the payment and subcontracting IPTECH as service provider for the Turkey Rep.

2. Scope and Turkey-Rep services

- 2.1. These Turkey-Rep Terms govern the Client’s Subscription for data controller representation in Turkey. The Turkey Rep service consist of the ongoing service as representative and the initial setup.
- 2.2. The ongoing Turkey-Rep services include:
 - act as the Client’s representative (“Foreign Controller”) in Turkey,
 - receive and accept, on behalf of the Client all types of correspondence and notifications sent by Turkish Data Protection Authority (“Kişisel Verileri Koruma Kurumu”),
 - convey the requests sent from the Kişisel Verileri Koruma Kurumu to the Client and to convey the response from the Client to Kişisel Verileri Koruma Kurumu,
 - receive requests and applications of relevant person’s that is directed to the Client and convey such requests and applications to the Client,
 - convey the response of Clients with regard to relevant person’s requests and applications,
 - conduct all works and transactions on behalf of Client regarding the Data Controllers’ Registry (VERBIS)
 - appoint a contact person, who shall be an employee of IPTECH, on behalf of the Client;

- enter information into VERBIS on behalf of the Client as instructed by the Client.

For the purpose of the above service, the Client will be provided with an e-mail address or a system similar to the PrighterDSR tool to receive communications from data subjects and the Data Protection Authority.

IPTECH will only act as a representative with the authorizations given above. Client accepts and undertakes that as the data controller, in the event that any administrative fine, judicial fine or other monetary claim is addressed to Prighter or IPTECH for the data processing activities or other activities of the Client in Turkey, Client shall be the sole liable party and such administrative fine, judicial fine or other claim will be paid by the Client in a timely manner.

- 2.3. The Turkey Rep service requires an initial setup by completing the documentation consisting of the LoA, which needs to be notarised and apostilled, and the data inventory for the VERBIS registration, which needs to be provided during the registration process. For this purpose, the Client will be provided with a spreadsheet or a system to fill out the necessary data for the VERBIS registration. The Client undertakes to take all steps to provide the necessary data in a timely manner and in a complete and accurate way. IPTECH will finalize VERBIS registration for the Client.
- 2.4. Individual Legal Services are not included in the scope.
- 2.5. The Client acknowledges that Prighter and IPTECH will disclose the appointment as the Client's representative.

3. Available Plans

- 3.1. The Plan which is offered to the Client for Turkey Rep service depends on the company size of the Client. The company size is defined according to the Eurostat categories and therefore by the number of persons employed. The number of persons employed includes employees but also working proprietors, partners working regularly in the enterprise, and unpaid family workers. The currently available Plans are:
 - EUR 189/month excl VAT for companies employing 0 to 249 persons).
 - for large companies employing 250+ persons the average price is EUR 480/month excl VAT, but the price may be set on a case-by-case basis, taking into account the company size, the countries the Client operates in, the types of data processed and the data privacy sensitivity of the Client's business model.
- 3.2. Which Plan the Client subscribes to depends on the information on the Client's company size which the Client provides during the subscription process. If the information provided by the Client is or becomes incorrect (e.g. because the Client employs more or less people) and the Client qualifies for a different Plan, Prighter is entitled to amend the fees and charge the Client the monthly fee for the Plan applicable to the Client according to its actual company size.
- 3.3. The price for the initial setup and the VERBIS registration is EUR 1,500 excl VAT and expenses.
- 3.4. All fees are exclusive of value added tax (or similar tax) ("VAT"), other tax, duty, fee or any kind of charges as applicable that is imposed by any government or any tax authority (together "Tax"). The Value Added Tax, at the statutory rate, shall be added to the fees mentioned above, as well as all required and appropriate expenses (e.g. notarisation cost in the Client's location and in Turkey), and any cash expenses incurred on behalf of the client. The Client shall

economically bear all Taxes becoming due because of rendering Turkey Rep services, except income tax imposed on Prighter. Should it be necessary for the applicability of reverse charge or any similar mechanism that the Client provides its VAT number, the Client will do so. If the Client fails to provide its VAT number with the result that Prighter is charged VAT, Client agrees to compensate Prighter for the imposed VAT.

4. Client's Cooperation and Undertakings

The Client undertakes in addition to clause 6.2. of the General Part to:

- provide the necessary information for the VERBIS registration and for the Turkey Rep service to enable Prighter and IPTECH to act as a representative;
- publish the information on the representation as provided in the Client Area in the Client's privacy policy;
- take care of all requests addressed to the Turkey Rep on behalf of the Client.

5. Miscellaneous

5.1. Severance

If any provision of this agreement is or becomes ineffective, the effectiveness of the remaining provisions shall not be affected. In such case, an ineffective provision shall be construed to be replaced by a provision that comes closest to the economic and legal aim of such ineffective provision.

5.2. Assignment

Prighter shall have the right to assign the Agreement and its rights and obligations either in whole or in part to any corporation, trust or other entity and all the transferred covenants and agreements hereunder shall inure to the benefit of, and be enforceable by or against, Prighter's successors and assigns.

5.3. Governing Law

This Specific Part shall be governed by and construed in accordance with Turkish Law.

5.4. Jurisdiction

Any and all disputes arising out of or in connection with this Specific Part, including, without limitation, a dispute as to its violation or the conclusion, validity, nullity, existence, termination or dissolution of this Specific Part, shall be finally and exclusively resolved and settled by the competent courts of the Republic of Turkey.

STANDARD CONTRACTUAL CLAUSES FOR THIRD-COUNTRY TRANSFERS

Module 4 (transfer from Processor to Controller)

§ 1. Purpose and scope

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of 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 (General Data Protection Regulation) for the transfer of personal data to a third country.
- (b) The Parties:
 - (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and
 - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')have agreed to these standard contractual clauses (hereinafter: 'Clauses').
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

§ 2. Effect and invariability of the Clauses

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

§ 3. Third-party beneficiaries

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
 - (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
 - (ii) Clause 8.1 (b) and Clause 8.3(b);
 - (iii) Clause 13;
 - (vi) Clause 15.1(c), (d) and (e);
 - (v) Clause 16(e);

(vi) Clause 18.

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

§ 4. Interpretation

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

§ 5. Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

§ 6. Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

§ 7. Docking clause

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

§ 8. Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

§ 8.1. Instructions

- (a) The data exporter shall process the personal data only on documented instructions from the data importer acting as its controller.
- (b) The data exporter shall immediately inform the data importer if it is unable to follow those instructions, including if such instructions infringe Regulation (EU) 2016/679 or other Union or Member State data protection law.
- (c) The data importer shall refrain from any action that would prevent the data exporter from fulfilling its obligations under Regulation (EU) 2016/679, including in the context of sub-processing or as regards cooperation with competent supervisory authorities.

- (d) After the end of the provision of the processing services, the data exporter shall, at the choice of the data importer, delete all personal data processed on behalf of the data importer and certify to the data importer that it has done so, or return to the data importer all personal data processed on its behalf and delete existing copies.

§ 8.2. Security of processing

- (a) The Parties shall implement appropriate technical and organisational measures to ensure the security of the data, including during transmission, and protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter 'personal data breach'). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature of the personal data, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects, and in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.
- (b) The data exporter shall assist the data importer in ensuring appropriate security of the data in accordance with paragraph (a). In case of a personal data breach concerning the personal data processed by the data exporter under these Clauses, the data exporter shall notify the data importer without undue delay after becoming aware of it and assist the data importer in addressing the breach.
- (c) The data exporter shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

§ 8.3. Documentation and compliance

- (a) The Parties shall be able to demonstrate compliance with these Clauses.
- (b) The data exporter shall make available to the data importer all information necessary to demonstrate compliance with its obligations under these Clauses and allow for and contribute to audits.

§ 9. Use of Sub-Processors

See Annex IV Additional Contractual Measures

§ 10. Data subject rights

The Parties shall assist each other in responding to enquiries and requests made by data subjects under the local law applicable to the data importer or, for data processing by the data exporter in the EU, under Regulation (EU) 2016/679.

§ 11. Redress

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

§ 12. Liability

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.

- (c) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (d) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
- (e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

§ 13. Supervision

[Not used in Module 4]

§ 14. Local laws and practices affecting compliance with the Clauses

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
 - (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards;
 - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

§ 15. Obligations of the data importer in case of access by public authorities

15.1 Notification

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
 - i. receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
 - ii. becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimization

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

§ 16. Non-compliance with the Clauses and termination

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
 - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - (ii) the data importer is in substantial or persistent breach of these Clauses; or
 - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (d) Personal data collected by the data exporter in the EU that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall immediately be deleted in its entirety,

including any copy thereof. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

§ 17. Governing law

These Clauses shall be governed by the law of a country allowing for third-party beneficiary rights. The Parties agree that this shall be the law of Austria.

§ 18. Choice of forum and jurisdiction

Any dispute arising from these Clauses shall be resolved by the courts of Austria.

APPENDIX

ANNEX I

A. LIST OF PARTIES

Data exporter(s):

1. Name and address: Maetzler Rechtsanwalts GmbH & Co KG, a law firm registered under FN 502860a with the companies register of the Vienna

Contact person's name, position and contact details: Andreas Maetzler, CEO, andreas@prighter.com

Activities relevant to the data transferred under these Clauses: provision of services by the Processor pursuant to the Terms of Service to which these SCCs are appended.

Signature and date:

Role (controller/processor): Processor

Data importer(s):

1. Name: The Client identified in the LOA

Address: Client's address as set out in the LOA

Contact person's name, position and contact details: Client's contact person as set out in the LOA

Activities relevant to the data transferred under these Clauses: as for Processor

Signature and date: Client accepts the SCC with signing the LOA

Role (controller/processor): Controller

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:

1. Data subjects in the jurisdiction specified by the data subject itself whom the Controller offers goods or services, irrespective of whether a payment of the data subject is required; and
2. Data subjects in the jurisdiction specified by the data subject itself whom the Controller monitors.

Categories of personal data transferred

Personal data submitted by a data subject using means provided by the Processor to address the Controller on all issues related to the Controller's processing, for the purposes of ensuring compliance with GDPR and other data protection law as applicable, especially:

1. Name, pseudonym or any other identification;
2. Contact details such as postal address, email address and phone number;
3. Any other Personal Data the data subject may include in or attach to a message to the Controller;

4. Geolocation identified by the IP Addressee, for the sole purpose of validating the legitimacy of the request.

5. Any other category of Personal Data processed and/or received in the context of the services (e.g., Personal Data in a data subject request made via the data subject request tool).

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Any sensitive personal data that the data subject may in theory include in any data subject request submitted to the Controller via the Processor

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

On-going basis for such period of processing of Personal Data. The Processor does not process Personal Data of data subjects for any other purpose.

Nature of the processing

Processing of the Controller's customer's personal data on behalf of the Controller in the provision of data subject request tool in accordance with the Terms of Service to which these SCCs are appended.

Purpose(s) of the data transfer and further processing

The purpose of the processing is the provision of services by the Processor as specified in the Terms of Service to which these SCCs are appended, namely the processing activities of the Processor in the provision of a data subject tool in which the Processor processes the Controller customer's personal data on behalf of the Controller.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Processor shall retain the personal data for as long as is required to perform the services under the Terms of Service to which these SCCs are appended and will delete or return to the Controller all personal data in its possession on termination of the Terms of Services except to the extent the Processor is required by applicable law to retain some or all of the data (in which case the Processor will archive the data and implement reasonable measures to prevent the personal data from any further processing).

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Not Applicable.

C. COMPETENT SUPERVISORY AUTHORITY

[Not Used in Module 4]

ANNEX II
TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL
MEASURES TO ENSURE THE SECURITY OF THE DATA

[NOT USED IN MODULE 4]

ANNEX III LIST OF SUB-PROCESSORS

The controller has authorised the use of the following sub-processors:

1. Name: Hetzner Online GmbH

Address: Industriestr. 25, 91710 Gunzenhausen, Germany

Contact person's name, position and contact details:

Hetzner Data Protection Officer

data-protection@hetzner.com

Tel.: +49 (0)9831 505-0

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): The sub-processor is providing the servers where the DSR tool is hosted.

ANNEX IV ADDITIONAL CONTRACTUAL MEASURES:

1. General

The provisions of this Annex IV supplement Clauses 1-18 of the Standard Contractual Clauses (“**SCC**”). According to Clause 2 (a) of the SCC, the SCC prevail in case of any direct or indirect contradictions between Annex IV and the SCC.

Words and expressions in this Annex IV shall have the same meaning as defined in the SCC unless the context requires otherwise.

2. Use of Sub-Processors

1. The SCCs Module 4 do not currently include wording relating to the appointment and use of sub-processors. The wording provided in the SCCs at Clause 9 (Use of Sub-Processors) is provided in respect of Module 2 (Controller to Processor) or Module 3 (Processor to Processor) and is silent in respect of Module 4. Considering this, the parties have agreed to include additional clauses in respect of the data exporter’s use of sub-processor(s) as follows: The data exporter has the data importer’s general authorisation for the engagement of sub-processor(s) from an agreed list as set out in Annex III of the SCCs above. The data exporter shall specifically inform the data importer of any intended changes to that list through the addition or replacement of sub-processors at least 3 months in advance, thereby giving the data importer sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data exporter shall provide the data importer with the information necessary to enable the data importer to exercise its right to object.
2. Where the data exporter engages a sub-processor to carry out specific processing activities (on behalf of the Controller), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data exporter under the SCCs, including in terms of third-party beneficiary rights for data subjects.
3. The data exporter shall provide, at the data importer’s request, a copy of such a sub-processor agreement and any subsequent amendments to the data importer. To the extent necessary to protect business secrets or other confidential information, including personal data, the data exporter may redact the text of the agreement prior to sharing a copy.
4. The data exporter shall remain fully responsible to the data importer for the performance of the sub-processor’s obligations under its contract with the data exporter. The data exporter shall notify the data importer of any failure by the sub-processor to fulfil its obligations under that contract.
5. The data exporter shall agree a third-party beneficiary clause with the sub-processor whereby - in the event the data exporter has factually disappeared, ceased to exist in law or has become insolvent - the data importer shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.
6. The sub-processor(s) listed in Annex III are approved by the data importer.