

Data Processing Agreement (DPA)

Between Crumbless ("Data Controller") and Users of the Keyword Plugin Tool ("Data Processor")

Effective Date: 01 August 2024

1. Purpose

This Data Processing Agreement outlines the data protection and processing obligations of the parties arising from the use of the Crumbless Keyword Plugin Tool provided by Crumbless in accordance with the requirements of data protection laws applicable to the processing of personal data.

2. Definitions

- **"Personal Data"** means any information relating to an identified or identifiable natural person ('Data Subject') that is processed as a result of the use of the Crumbless Keyword Plugin Tool.
- **"Processing"** includes any operation or set of operations performed on personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

3. Data Processing Terms

- **Scope and Duration:** The scope and duration of processing personal data are limited to the duration of the usage of the Crumbless Keyword Plugin Tool and are necessary for providing the functionalities agreed upon.
- **Nature and Purpose of Processing:** The processing shall involve personal data required for the performance of the Crumbless Keyword Plugin Tool, including but not limited to, targeting and optimizing advertising campaigns.
- **Types of Personal Data:** May include, but not limited to, IP addresses, browser types, web pages visited, geographic location, and any other data related to the digital advertising footprint.

4. Obligations of the Data Controller

- **Compliance with Laws:** Ensure compliance with applicable data protection laws concerning the provision of personal data to the Processor.
- **Data Subject Rights:** Assist the Data Processor by implementing appropriate technical and organizational measures, insofar as possible, for the fulfilment of the Data Processor's obligations to respond to requests for exercising the data subject's rights laid down in applicable data protection laws.

5. Obligations of the Data Processor

- **Data Protection:** Implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including the confidentiality, integrity, and availability of systems and services processing personal data.
- **Sub-processors:** Ensure that any sub-processors engaged will be subjected to the same data protection obligations as set out in this Agreement.
- **Data Breach Notification:** Notify the Data Controller without undue delay after becoming aware of a personal data breach.
- **Assistance:** Assist the Data Controller in ensuring compliance with data protection impact assessments, prior consultations with supervising authorities, and the fulfilment of data breach notification and communication obligations.

6. Transfer of Data

- **International Transfers:** Any transfer of personal data outside of the European Economic Area (EEA) shall be done in compliance with applicable data protection laws, including ensuring that appropriate safeguards are in place.

7. Termination

- **Return and Deletion:** Upon termination of the services, the Data Processor shall, at the choice of the Data Controller, return or delete all personal data processed on behalf of the Data Controller, unless legislation requires storage of the personal data.

8. Miscellaneous

- **Amendments:** This Agreement may only be amended in writing.
- **Governing Law and Jurisdiction:** This Agreement shall be governed by the laws of United Kingdom and the parties submit to the exclusive jurisdiction of English Courts.