

Skedda EU Data Processing Addendum

Effective Date:

This Data Processing Addendum ("DPA") is made as of the Effective Date by and between Skedda Pty Ltd ("Skedda"), and Venue, pursuant to the [Terms of Service](#) ("Agreement").

This DPA amends the Agreement and sets out the terms that apply when Personal Data is processed by Skedda under the Agreement. The purpose of the DPA is to ensure such processing is conducted in accordance with applicable laws and with due respect for the rights and freedoms of individuals whose Personal Data are processed. Other capitalized terms used but not defined in this DPA have the same meanings as set out in the Agreement.

Definitions

For the purposes of this DPA:

- a. "EEA" means the European Economic Area, which constitutes the member states of the European Union, the United Kingdom, Norway, Iceland and Liechtenstein;
- b. "EU Data Protection Legislation" means (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data, including any applicable national implementations of it; and (ii) on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council 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of personal data and on the free movement of such data, and repealing Directive 95/46/EC (as amended, replaced or superseded) ("GDPR");
- c. "Controller" shall mean the entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;
- d. "Processor" shall mean an entity which processes Personal Data on behalf of the Controller;
- e. "Personal Data" means any information relating to an identified or identifiable natural person; and
- f. "Services" means any product or service provided by Skedda to Venue pursuant to the Agreement.

Relationship with the Agreement

The parties agree that this DPA shall replace any existing DPA the parties may have previously entered into in connection with the Services.

Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict.

Any claims brought under or in connection with this DPA shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement.

Any claims against Skedda under this DPA shall be brought solely against the entity that is a party to the Agreement. In no event shall any party limit its liability with respect to any individual's data protection rights under this DPA or otherwise. Venue further agrees that any regulatory penalties incurred by Skedda in relation to the Personal Data that arise as a result of, or in connection with, Venue's failure to comply with its obligations under this DPA or any applicable Data Protection Laws shall count toward and reduce Skedda's liability under the Agreement as if it were liability to the Venue under the Agreement.

No one other than a party to this DPA, its successors and permitted assignees shall have any right to enforce any of its terms.

This DPA shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by applicable Data Protection Laws.

Applicability of DPA

This DPA is only valid and legally binding if the data exporter is a data exporter under Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as amended, and (when it enters into application May 25, 2018) the General Data Protection Regulation (Regulation (EU) 2016/679).

Skedda is a party to this DPA for the sole purpose of complying with any obligations that are expressly stated to be Skedda obligations in this DPA, including assisting the data exporter to comply with its legal obligations under the EU Directive with respect to the legalization of data transfers from the European Union to the United States and other countries that may occur when the data exporter uses Skedda's services.

Roles and responsibilities

Parties' Roles: to the extent that Skedda processes Personal Data in the course of providing the Services, it will do so only as a Processor acting on behalf of Venue (as Controller) and in accordance with the requirements of the Agreement.

Purpose Limitation: Skedda will process the Personal Data only for the purpose of providing the Services and in accordance with Controller's lawful instructions.

Compliance: Venue, as Controller, shall be responsible for ensuring that:

- a. it has complied, and will continue to comply, with all applicable laws relating to privacy and data protection, including EU Data Protection Legislation; and
- b. it has, and will continue to have, the right to transfer, or provide access to, the Personal Data to Skedda for processing in accordance with the terms of the Agreement and this DPA.

Security

Security: Skedda will have in place and maintain throughout the term of the Agreement appropriate technical and organizational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing (a “Security Incident”).

Updates to Security Measures: Venue is responsible for reviewing the information made available by Skedda in Documentation relating to data security and making an independent determination as to whether the Services meet Venue's requirements and legal obligations under Data Protection Laws. Venue acknowledges that the Security Measures are subject to technical progress and development and that Skedda may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services used by the Venue.

Venue Responsibilities: Notwithstanding the above, Venue agrees that except as provided by this DPA, Venue is responsible for its secure use of the Services, including securing its account authentication credentials and taking any appropriate steps to securely encrypt or backup any Personal Data downloaded or exported from the Services.

Security Incident: In the event of a Security Incident, Skedda will notify Venue and provide reasonable assistance in order to remedy or mitigate the effects of the Security Incident.

Subprocessinging

Subprocessinging: Venue authorizes Skedda to subcontract processing of Personal Data under the Agreement to a third party provided that: (i) Skedda provides Venue with reasonable prior notice of any such subcontracting; and (ii) Skedda flows down **Purpose Limitation** and **Security** as described in this DPA to any subcontractor it appoints.

Updates to Subprocessors: Venue is responsible for reviewing the information made available by Skedda relating to the subprocessors used for the Services and making an independent determination as to whether the Services meet Venue's requirements and legal obligations under Data Protection Laws. Venue acknowledges that Skedda may change the Subprocessors from time to time provided that the DPA into which Skedda enters with any new Subprocessors contains obligations that protect the Personal Data to the same, substantially similar or increased standard as that provided for by this DPA.

International transfers

Adequacy: Skedda will provide an adequate level of protection for Personal Data that it processes on behalf of Venue in accordance with the requirements of EU Data Protection Legislation.

Service Data

Notwithstanding anything in this DPA, Skedda will have the right to collect, extract, compile, synthesize and analyze non-personally identifiable data or information resulting from Venue's use or operation of the Services (“Service Data”). To the extent any Service Data is collected or generated by Skedda, such data will be solely owned by Skedda and may be

used by Skedda for any lawful business purpose without a duty of accounting to Venue or its recipients, provided that such data is used only in an aggregated form, without directly identifying any person. For the avoidance of doubt, this DPA will not apply to Service Data.

The parties have caused this DPA to be executed by their authorized representatives:

On behalf of Skedda:

Date:

Authorized representative name: Samuel Maurus

Authorized representative title: Director

Authorized representative signature:

A handwritten signature in black ink, appearing to read "S. Maurus". The signature is written in a cursive style with a large initial "S" and a long, sweeping underline.

On behalf of Venue:

Venue name:

Date:

Authorized representative name:

Authorized representative title:

Authorized representative signature:

Exhibit A - GDPR Addendum

The parties agree that the following terms in this Exhibit A shall apply to the Agreement and the DPA only on and after 25 May 2018.

1. **Scope:** The subject-matter of the data processing is the provision of the Services and the processing will be carried out for the duration of the Agreement. Exhibit B sets out the nature and purpose of the processing, the types of Personal Data Skedda processes and the categories of data subjects whose Personal Data is processed.
2. **Instructions:** The Agreement and this DPA sets out Venue's complete documented instructions to Skedda in relation to the processing of the Personal Data and any processing required outside of the scope of these instructions will require prior written agreement between the parties.
3. **Purpose Limitation:** If Skedda is required to process the Personal Data for any other purpose by European Union or national law to which Skedda is subject, Skedda shall inform Venue of this requirement before the processing, except where otherwise required by such law.
4. **Compliance Assistance:** Skedda shall assist Venue, taking into account the nature of the processing:
 - a. by appropriate technical and organizational measures and where possible, in fulfilling your obligations to respond to requests from data subjects exercising their rights;
 - b. in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the General Data Protection Regulation, taking into account the information available to us;
 - c. by making available to you all information reasonably requested by you for the purpose of demonstrating that your obligations relating to the appointment of processors as set out in Article 28 of the General Data Protection Regulation have been met; and
 - d. to the extent required by EU Data Protection Legislation, provide Venue with reasonable assistance at Venue's cost and expense with data protection impact assessments or prior consultations with data protection authorities that Venue is required to carry out under EU Data Protection Legislation.
5. **Sub-processing:**
 - a. Venue agrees that Skedda may engage Skedda affiliates and third party sub-processors (collectively, "Sub-processors") to process the Personal Data on Skedda's behalf.
 - b. Skedda shall impose on such Sub-processors data protection obligations that protect the Personal Data to the same or substantially similar standard provided for by this DPA and shall remain liable for any breach of the DPA caused by a Sub-processor.
 - c. Skedda may, by giving reasonable notice to the Venue, add or make changes to the Sub-processors. If the Venue objects to the appointment of an additional Sub-processor within thirty (30) calendar days of such notice on reasonable grounds relating to the protection of the Personal Data, then Skedda will not appoint the Sub-processor and will work in good faith with the Venue to find an alternative solution.
6. **Security:**
 - a. Skedda will ensure that any person that it authorizes to process the Personal Data (including its staff, agents and subcontractors) shall be subject to a duty of confidentiality (whether a contractual or a statutory duty).
 - b. Except for the purpose of providing the Services and in accordance with Controller's lawful instructions, Skedda will ensure that none of our personnel publish, disclose or divulge any personal data to any third party;

- c. Upon becoming aware of a Security Incident, Skedda shall notify Venue within forty-eight (48) hours and shall provide such timely information as Venue may reasonably require, including to enable Venue to fulfil any data breach reporting obligations under EU Data Protection Legislation. Skedda shall promptly take appropriate steps to remedy or mitigate any damage arising from such Security Incident.
7. **Audit:** Whilst it is the parties' intention ordinarily to rely on the provision of the documentation to verify Skedda's compliance with this DPA, Skedda shall permit the Venue (or its appointed third party auditors) to carry out an audit of Skedda processing of Personal Data under the Agreement following a Security Incident suffered by Skedda, or upon the instruction of a data protection authority. Venue must give Skedda reasonable prior notice of such intention to audit, conduct its audit during normal business hours, and take all reasonable measures to prevent unnecessary disruption to Skedda's operations. Any such audit shall be subject to Skedda's security and confidentiality terms and guidelines. If Skedda declines to follow any instruction requested by Venue regarding audits, Venue is entitled to terminate this DPA and the Agreement.
8. **Data subjects' rights:** Skedda shall, taking into account the nature of the processing, provide reasonable assistance to Venue insofar as this is possible and at Venue's cost and expense, to enable Venue to respond to requests from a data subject seeking to exercise their rights under EU Data Protection Legislation. In the event that such request is made directly to Skedda, Skedda shall promptly inform Venue of the same.
9. **Granting visibility to third parties:** Through use of the Service, Venue may elect to grant third parties visibility to Venue Data (which may include Personal Data). Venue understands that user profile information for the Service may be publicly visible. Nothing in this Addendum prohibits Skedda's making visible your data or content (which may include personal data) to third parties consistent with this paragraph, as directed by you through the Service.
10. **Deletion / return of Personal Data:** Upon termination or expiry of the Agreement, Skedda shall, at Venue's election, delete or return to Venue all relevant Personal Data (including copies) in Skedda's possession, save to the extent that Skedda is required by any applicable law to retain some or all of the Personal Data.
11. **Conflict:** If there is a conflict between the DPA and this Exhibit, the terms of this Exhibit will control.

Exhibit B - Data Processing Appendix

Data subjects

The personal data transferred concern the following categories of data subjects:

End users – equivalent to the definition of Users in Agreement.

Categories of data

The personal data transferred concern the following categories of data:

Name, organization, telephone number, password, email address, IP address, device data, usage data, payment method data, social media identifiers, location data, and interactions with Venues (defined as per Agreement) via the Skedda platform.

Special categories of data

The personal data transferred concern the following special categories of data:

None

Processing operations

The Personal Data transferred will be subject to the following basic processing activities:

- for delivery and provision of the Service;
- to provide, maintain and improve the Services, including to operate certain features and functionality of the Services (for example, by remembering Personal Data so that Users will not have to re-enter it during subsequent visits);
- for customer support and technical troubleshooting;
- to process payments;
- to control unauthorized use or abuse of the Services, or otherwise detect, investigate or prevent activities that may violate our policies or be illegal;
- to analyze trends, administer or optimize the Services, monitor usage or traffic patterns (including to track users' movements around the Services) and gather demographic information about our user base as a whole;
- to market to Users; and
- to comply with law, including law enforcement requests.

Full details about Skedda's products and services can be found at <https://www.skedda.com>

Exhibit C - Security Measures

The Security Measures applicable to the Services are described in the Documentation found below (as updated from time to time in accordance with this DPA):

<https://support.skedda.com/data-security/is-our-data-safe-and-secure>

Exhibit D - List of Skedda Sub-processors

The list of Sub-processors applicable to the Services is found in the Documentation below (as updated from time to time in accordance with this DPA):

<https://support.skedda.com/data-security/skeddas-subcontractors-sub-processors-data-processors>