

## Data Protection Addendum

This Data Protection Addendum ("Addendum") forms an integral part of the terms of service ("Terms") governing the use of the website "bidmind.com" (hereinafter referred to as the "Website") between GDMServices Inc. and its affiliates and subsidiaries (collectively, "Company") and the users of the Website (collectively, "Client"). This Addendum is subject to the provisions of the General Data Protection Regulation ("GDPR"), the GDPR UK, and applicable US law, including but not limited to the California Consumer Privacy Act ("CCPA"), The Virginia Consumer Data Protection Act ("VCDPA"), Colorado Privacy Act ("CoPA"), and Connecticut Privacy Law. In case of any conflict between this Addendum and the Terms, this Addendum shall prevail to the extent of such conflict.

For the purposes of this Addendum, Company shall be considered the Data Processor, and a Client shall be considered the Data Controller. The responsibilities and obligations set forth in this Addendum shall be allocated accordingly between Company as the Data Processor and Client as the Data Controller.

### 1. Definitions

1.1 **"Data Controller"** means a party that determines the purposes and means of the processing of Personal Data.

1.2 **"Data Processor"** means a party that processes Personal Data on behalf of the Data Controller.

1.3 **"Personal Data"** means any information relating to an identified or identifiable natural person, as defined in applicable data protection laws.

1.4 **"Processing"** means any operation performed on Personal Data, such as collection, recording, organization, structuring, storage, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination, or erasure.

1.5 **"Data Subject"** means the individual to whom the Personal Data relates.

1.6 **"Applicable Laws"** means the GDPR, GDPR UK, CCPA, VCDPA, Colorado Privacy Act, Connecticut Public Act No. 22-15, and any other applicable data protection and privacy laws.

### 2. Roles and Responsibilities

2.1 **Data Controller and Data Processor Relationship:** The parties acknowledge and agree that the Data Controller is responsible for determining the purposes and means of the processing of Personal Data. The Data Processor agrees to process Personal Data on behalf of the Data Controller, strictly following the Data Controller's instructions and for the purposes outlined in the Website's Terms.

2.2 **Compliance with Applicable Laws:** The parties shall comply with all Applicable Laws and other relevant legislation concerning the processing of Personal Data.

### 3. Scope and Purpose of Processing

3.1 **Purpose:** The Data Processor shall process Personal Data solely as necessary for fulfilling its obligations under the Website's Terms which can be found at <https://www.bidmind.com/terms-of-services>, Advertising Privacy Policy which can be found at <https://www.bidmind.com/privacy-policy> and as instructed by the Data Controller. The Data Processor shall not process Personal Data for any other purpose unless required by Applicable Laws.

3.2 **Types of Personal Data:** The types of Personal Data subject to processing under the Website's Terms is defined in Annex I below, which constitutes an integral part of this Addendum.

**3.3 Categories of Data Subjects:** The categories of Data Subjects whose Personal Data may be processed under the Website's Terms is defined in Annex I below, which constitutes an integral part of this Addendum.

**3.4 Notification of Non-Compliant Instructions:** If the Processor believes that any instruction received from the Controller violates Applicable Laws, it shall promptly notify the Controller. The Parties shall work together in good faith to rectify any non-compliant instructions.

#### **4. Security and Confidentiality**

**4.1 Security Measures:** The Data Processor implemented and maintain appropriate technical and organizational measures, which can be found at <https://www.bidmind.com/security-measures>, which constitutes an integral part of this Addendum, to ensure a level of security suitable for the risk associated with processing Personal Data. The Data Processor will regularly review and update these measures if necessary.

**4.2 Confidentiality:** The Data Processor will take reasonable efforts to ensure that any person authorized to process Personal Data is under a strict duty of confidentiality and will not disclose or permit access to Personal Data to any unauthorized third parties, except as required by law.

#### **5. Cross-Border Data Transfers**

**5.1 Standard Contractual Clauses:** The parties agree to incorporate the Standard Contractual Clauses provided by the GDPR and the GDPR UK as the basis for cross-border transfers of Personal Data between the Data Controller and the Data Processor. The parties agree that when the transfer of Personal Data of data subjects located in the EEA from Client to Company, it shall be subject to the appropriate SCCs as follows:

a) **EU GDPR SCCs:** In relation to data protected by the EU GDPR, the EU SCCs will apply as follows:

i. Module Two will apply.

ii. In Clause 7, the optional docking clause will apply.

iii. In Clause 9, option 1 is deleted, and a time period of 5 days is inserted into option 2.

iv. In Clause 11, the optional language will not apply.

v. In Clause 17, Option 1 will apply, and the EU SCCs will be governed by Irish law.

vi. In Clause 18(b), disputes shall be resolved before the courts of Ireland.

vii. Annex I of the EU SCCs shall be deemed completed with the information set out in Annex I to this Addendum.

viii. Annex II of the EU SCCs shall be deemed completed with the information set out at <https://www.bidmind.com/security-measures>.

b) **UK GDPR SCCs:** In relation to data protected by the UK GDPR, the UK SCCs will apply as follows:

i. Appendix 1 of the UK SCCs shall be deemed completed with the information set out in Annex I to this Addendum.

ii. Appendix 2 of the UK SCCs shall be deemed completed with the information set out at <https://www.bidmind.com/security-measures>.

c) In the event that any provision of this Addendum contradicts, directly or indirectly, the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

**5.2 Additional Safeguards:** The parties shall cooperate in good faith to implement any additional safeguards that may be required to ensure an adequate level of protection for Personal Data when transferred to countries outside the European Economic Area (EEA) or the United Kingdom.

## **6. Data Subject Rights**

**6.1 Assistance to Data Controller:** The Data Processor shall provide reasonable assistance to the Data Controller in fulfilling its obligations to respond to Data Subject requests regarding the exercise of their rights under the Applicable Laws.

**6.2 Data Breach Notification:** In the event of a Personal Data breach, the Data Processor shall notify the Data Controller without undue delay and provide all necessary information to enable the Data Controller to fulfill its obligations to report the breach to relevant supervisory authorities and Data Subjects, as required by Applicable Laws.

## **7. Data Protection Impact Assessments and Audits**

**7.1 Data Protection Impact Assessments (DPIAs):** The Data Processor may provide reasonable assistance to the Data Controller with respect to any DPIAs that may be required under the GDPR, GDPR UK, or other Applicable Laws.

**7.2 Audits and Inspections:** The Data Processor shall allow the Data Controller to conduct audits or inspections, to verify compliance with the provisions of this Addendum. Such audits or inspections shall be conducted no more than once a year during the Term of the Agreement, with 90-days' prior written notice, at the expense of the Data Controller, and during normal business hours, and shall not unreasonably interfere with the Data Processor's operations.

## **8. Engagement of Subprocessors**

The Data Processor may engage subcontractors, subject to written contracts that require the subcontractor to meet the obligations of the Data Processor with respect to the personal data. The Data Controller shall have the opportunity to object to such engagements.

## **9. Term and Termination**

**9.1 Term:** This Addendum shall remain in effect for the duration of the Terms unless terminated earlier as provided herein.

**9.2 Termination for Cause:** Either party may terminate this Addendum or the Terms, in whole or in part, if the other party is in material breach of its obligations under this Addendum and fails to remedy such breach within a reasonable period after receiving written notice specifying the breach.

**9.3 Deletion or Return of Personal Data:** At the direction of the Data Controller, the Data Processor shall delete or return all Personal Data to the Data Controller upon the termination of services, unless retention of the Personal Data is required by law.

## **10. Governing Law and Jurisdiction**

**10.1 Governing Law:** This Addendum shall be governed by and construed in accordance with the laws of the jurisdiction specified in the Terms.

**10.2 Jurisdiction:** Any disputes arising out of or in connection with this Addendum shall be subject to the exclusive jurisdiction of the courts of the jurisdiction specified in the Terms.

## **11. Entire Agreement**

**11.1 Entire Agreement:** This Addendum, together with Annexes and the Standard Contractual Clauses, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, or representations, whether oral or written, relating to the subject matter of this Addendum.

**Annex I: Types of Personal Data and Categories of Data Subjects**

Categories of data subjects whose personal data is transferred:	Users of websites, products and services of the Client, Client's Customers and its customers.
Categories of personal data transferred:	IP, cookies, phones, names, emails, addresses, mobile IDs, CTV IDs.
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:	N/A
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):	Continuous basis.
Nature of the processing:	To provide services to clients with respect to facilitating the serving of advertisements on digital properties that are purchased or placed using the data importer's technology.
Purpose(s) of the data transfer and further processing:	To maintain activity logs for the following purposes: (1) providing advertising services to the data exporter, including reporting on advertisements delivered using the data importer's technology; (2) improving the data exporter's technology; and (3) for recordkeeping purposes, in the event of a dispute between the data exporter and the data importer
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:	24 months
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:	LiveRamp, Inc. - onboarding Personal Data for the matching, during the Term of Agreement. Amazon Web Services, Inc. and its affiliates - cloud storage of Personal Data, during the Term of Agreement.

**BY AGREEING TO THE TERMS AND ADVERTISING PRIVACY POLICY, THE CLIENT ACKNOWLEDGES AND ACCEPTS THE TERMS OF THIS DATA PROTECTION ADDENDUM.**

This Data Protection Addendum is effective as of September 1, 2023.