

Data Processing Agreement v2.1

between

- hereinafter “**Customer**” or “**Controller**” -

and

Fix The Status Quo OÜ.

Fix The Status Quo OÜ, company registered in Estonia (registry number 14987903).
Address: *Harju maakond, Tallinn, Kristiine linnaosa, A. H. Tammsaare tee 47, 11316.*

- hereinafter “**Processor**”, “**Data Processor**” or “**Fix The Status Quo**” -

both Customer and Data Processor hereinafter individually referred to as a “**Party**”, and jointly referred to as the “**Parties**”

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Annex 1: Locations and Subprocessors

Annex 2: Technical and Organisational Measures

1. Definitions

- 1.1 The data protection terminology of this agreement corresponds to that of the General Data Protection Regulation (GDPR) of April 24, 2016.

2. Subject Matter of the Data Processing Agreement

- 2.1 This Data Processing Agreement stipulates the rights and obligations of Customer and Fix The Status Quo regarding the Processing of Customer's Personal Data in connection with the Services provided.
- 2.2 Fix the Status Quo is an ICT supplier with expertise in digital campaign tools, digital campaign data and CRM. The main service provided is the Proca campaign platform, which generates "widgets" used by campaigners for digital campaigns such as collecting support for petitions, email campaigns, social media campaigns donations, etc. The service typically involves both a digital campaign action and collecting data from supporters who take part in the campaigns and have the option to opt-in to being contacted by a campaigning organisation ("supporter data").
- 2.3 The particular service to which this Agreement relates will be set out in our standard Terms and Conditions found at <https://docs.proca.app/legal/termsandconditions>.
- 2.4 The provisions of this Agreement shall apply to all activities related to the underlying service in which the Processor and its employees or persons authorised by the Processor come into contact with personal data originating from or collected for the Controller.
- 2.5 Fix the Status Quo's privacy policy can be found at https://proca.app/privacy_policy/.

3. Data Processing – Scope, Nature, Purposes and Duration

- 3.1 Fix The Status Quo shall Process Customer's Personal Data on behalf of the Customer. The scope as well as the extent and nature of the Processing of Customer's Personal Data is for the sole purpose of providing the agreed Services to the Customer.
- 3.2 Customer as Data Controller shall be responsible for complying with Data Protection Law, including, but not limited to, the lawfulness of the Processing and the lawfulness of the transmission (if any) of Customer's Personal Data to Fix The Status Quo.
- 3.3 Fix The Status Quo shall Process and use Customer's Personal Data only to the extent required and with the purpose of fulfilling Fix The Status Quo' obligations to provide the agreed services and in accordance with Customer's Instructions pursuant to Section 11 below. Any other processing or use of Customer's Personal Data by Fix The Status Quo

is prohibited. Fix The Status Quo shall not process or use Customer's Personal Data for any other purpose.

- 3.4 The Customer is made aware that encryption of collected personal data is possible using the Proca platform, with information on how to do so available in the guide. Encryption is recommended to provide a higher level of security, as when data is encrypted, it cannot be accessed without the encryption key. This protects it from data breaches of the server or from the possibility of access by Fix the Status Quo, protecting the data from a security breach through a Fix the Status Quo channel.
- 3.5 Except where this Data Processing Agreement expressly stipulates any surviving obligation, this Data Processing Agreement shall follow the term of the Main Agreement.
- 3.6 The affected categories of Customer's Personal Data and the affected Data Subjects are cited below. The list is non exhaustive and not limited to the following categories listed as exemplar. The Data Processor collects only the data from the marked fields and none other.

i. **Identity Data**

- First name
- Last name
- Username

ii. **Contact Data**

- Email address
- Postcode
- Country
- Private/business address
- Organisation name
- Phone number
- Social network ID
(Twitter, LinkedIn etc)

iii. **Transaction Data**

- Donation details
- Payment details
- Details of purchased goods

iv. **Technical Data**

- IP address
- Mobile device used
- Operating system
- Internet provider
- Browser type and version
- Location and time zone
- Date and time of log in and log off

v. **Profile Data**

- User ID
- Password
- Data Subject's feedback

and survey responses

- Data Subject's interests, preferences

vi. **Online Usage Data**

- Cookie IDs
- Digital fingerprints
- URL history

- 3.7 In upholding its core organisational values and the core principles of data protection, the Data Processor resolutely does not collect any user or supporter logging data. Adhering to purpose limitation, data minimisation and confidentiality rights of the users, the Processor does not collect any data that broadly reflects a user's data information or activity over a period, including but not limited to, user ID, creation date, failed log in count, activation date and modification date.
- 3.8 It is almost always deterred, but also possible that special categories of data are processed according to this Agreement in individual cases. This depends on the information that the users and supporters include in their profile and the email content they upload to the platform. Special categories of personal data shall mean information revealing person's racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, as well as person's genetic data, biometric data for the purpose of uniquely identifying a natural person, person's data concerning health or data concerning a natural person's sex life or sexual orientation.
- 3.9 The data defined, but not limited in scope, in Section 3.7 constitutes sensitive personal data, which are neither inevitably processed, nor its scope encouraged by the Data Processor in relationship to the services undertaken on behalf of the Data Customer. The Data Processor restricts collection, processing and storage of sensitive personal data, and encourages the Data Customer to use Proca's encryption feature to diminish any risks.
- 3.10 In any event of breach of this agreement that demonstrates data collection and storage by the Data Customer outside the prescribed scope and terms stated herein, the Data Processor reserves the right to immediately lay measures for the removal of such data and alter the service contract with the Data Customer.

4. Subcontractors

- 4.1 Customer hereby authorises Fix The Status Quo to engage subcontractors as further specified in **Annex 1 – Locations and Subcontractors**, provided that Fix The Status Quo remains responsible for any acts or omissions of its subcontractors in the same manner as for its own acts and omissions hereunder. Any transfer of data processing to a

state outside the European Union (third country) shall require the prior consent of the Controller and may only take place if requirements in the GDPR relating to this are fulfilled.

- 4.2 Fix The Status Quo may remove or appoint suitable and reliable other Sub Processors at its own discretion in accordance with this Section 4.2:
- (a) Fix The Status Quo shall inform Customer in a timely manner (minimum 14 days) of any envisaged changes to the list of Subprocessors.
 - (b) If Customer has a legitimate reason to object to Fix The Status Quo' use of a Subprocessor, Customer shall notify Fix The Status Quo within fourteen (14) days after receipt of Fix The Status Quo' notice according to Section 4.2(a) above. If a Customer does not object during this time period, the new Subprocessor(s) shall be deemed accepted. If Customer objects to the use of the Subprocessor(s) concerned, Fix The Status Quo shall have the right to cure the objection through one of the following options (to be selected at Fix The Status Quo' sole discretion): (a) Fix The Status Quo will abort its plans to use the Subprocessor with regard to Customer's Personal Data; or (b) Fix The Status Quo will take corrective steps and proceed to use the Subprocessor with regard to Customer's Personal Data. If Fix The Status Quo decides not to implement option (a) or (b) above, Fix The Status Quo shall notify Customer without undue delay. In this case Customer shall be entitled within further fourteen (14) days to notify in writing Fix The Status Quo about its termination of the Main Agreement and any such termination would become effective upon the expiry of the second (2nd) calendar month after Fix The Status Quo' receipt of the termination notice.
- 4.3 Fix The Status Quo shall pass on to its subcontractors acting as Subprocessors Fix The Status Quo' obligations under this Data Processing Agreement. Customer approves the following subcontractors as per **Annex 1 - Locations and Subcontractors**.
- 4.4 If (i) the requirements of Data Protection Law cannot be fulfilled within a period of three (3) months after Fix The Status Quo' notification according to Section 4.2 above and/or (ii) Customer objects in writing the provision of the Services on or from a new Location outside the EEA within a period of three (3) months after Fix The Status Quo' notification according to Section 4.2 above, Customer may terminate the Main Agreement observing a notice period of further three (3) months to the end of a month.

5. Subprocessor Locations

- 5.1 As of the effective date of the Data Processing Agreement the then-current Locations are specified in **Annex 1 - Locations and Subcontractors**.
- 5.2 Any changes regarding the Locations will be duly notified to the Customer by Fix The Status Quo.

6. Technical and organisational measures

- 6.1 Fix The Status Quo declares that it has taken appropriate technical and organisational measures to keep Personal Data secure and protected against unauthorised or unlawful processing and accidental loss, destruction or damage, and undertakes to continue doing so during the Term of this Data Processing Agreement. In particular, Fix The Status Quo shall take and regularly check the following technical and organisational measures, as further described in **Annex 2 – Technical and Organisational Measures**:
- (a) Physical access control (technical and organisational measures to control access to premises and facilities, particularly to check authorization)
 - (b) Access control (unauthorised access to Data Processing systems must be prevented)
 - (c) Access limitation control (activities in Data Processing systems not covered by the allocated access rights must be prevented)
 - (d) Transmission control (aspects of the disclosure of Personal Data must be controlled: electronic transfer, data transport, transmission control, etc.)
 - (e) Input control (documentation of Personal Data management and maintenance must be maintained)
 - (f) Job control (Data Processing must be carried out according to Instructions)
 - (g) Availability control (the Personal Data must be protected against accidental destruction or loss)
 - (h) Data separation (Personal Data collected for different purposes must also be processed separately)
- 6.2 Fix The Status Quo is allowed to implement adequate alternative measures as long as the security of the measures specified in **Annex 2 – Technical and Organisational Measures** is maintained. Any significant changes shall be documented by Fix The Status Quo.
- 6.3 Fix The Status Quo shall appropriately document the technical and organisational measures actually implemented (including each update) for the Processing of Customer's Personal Data under the Main Agreement and will hand out the then current version of such documentation to Customer upon Customer's request (e.g., for audit purposes).
- 6.4 At the request Fix The Status Quo will provide a confirmation of the implementation of appropriate technical and organisational measures.

7. Correction, deletion and blockings of Personal Data

- 7.1 Fix The Status Quo may be required to correct, erase and/or block Personal Data, if the Service does not allow the Customer to do so and is technically possible to do so. However, Fix The Status Quo shall not correct, erase or block Personal Data unless instructed by Customer.

8. Other Fix The Status Quo' Obligations

- 8.1 Fix The Status Quo shall appoint a data protection officer if it is legally obliged to do so or, if it is not obliged to do so, a contact person for data protection issues. Data Protection Officer is reachable through e-mail privacy@fixthestatusquo.org
- 8.2 If requested, Fix The Status Quo shall provide the Customer, in writing, with the name and contact details of its data protection officer or the contact person for data protection issues.
- 8.3 Fix The Status Quo shall only engage personnel who have demonstrably committed themselves to observe data secrecy. Fix The Status Quo shall regularly train those employees to whom it grants access to Customer's Personal Data on IT security and privacy law compliance. The undertaking to data secrecy shall continue after the termination of this Data Processing Agreement.
- 8.4 Fix The Status Quo shall monitor the Data Processing by way of regular reviews concerning the performance of and compliance with the Main Agreement, particularly this Data Processing Agreement.
- 8.5 At Customer's written request, Fix The Status Quo shall reasonably support Customer in dealing with requests from individual Data Subjects and/or a supervisory authority with respect to the Data Processing of Personal Data hereunder.

9. Auditing Rights

- 9.1 Prior to and during the term of the Data Processing Agreement, the Customer shall be entitled to audit the adequacy and compliance of the technical and organizational measures implemented by Fix The Status Quo in accordance with **Annex 2: Technical and Organisational Measures** above. Furthermore, the Customer shall be entitled to audit Fix The Status Quo' compliance with this Data Processing Agreement during the term of the Data Processing Agreement.
- 9.2 Fix The Status Quo shall reasonably support the Data Controller throughout audits conducted by Customer above and provide Customer with the required information.

10. Notifications

- 10.1 The Parties are aware that Data Protection Law may impose a duty to inform in the event of the loss or unlawful disclosure of Customer's Personal Data or access to it. Such incidents must therefore be notified to Customer without undue delay. In consultation with the Customer, Fix The Status Quo must take appropriate measures to secure Customer's Personal Data and limit any possible detrimental effect on the Data Subjects. Where obligations are placed on Customer under Data Protection Law, Fix The Status Quo shall provide commercially reasonable assistance in meeting them.
- 10.2 If Fix The Status Quo receives a request, subpoena or court order (including through an obligation due to legal provisions or official injunctions from state authorities) requiring to provide any Customer's Personal Data Processed under this Data Processing Agreement to an authority, Fix The Status Quo shall attempt to redirect the relevant authority to request that data directly from the Data Controller, and notify Customer without undue delay.
- 10.3 Where Customer's Personal Data becomes subject to search and seizure, an attachment order, confiscation during bankruptcy or insolvency proceedings, or similar events or measures by third parties while in Fix The Status Quo' control, Fix The Status Quo' shall notify Customer of such action without undue delay. Fix The Status Quo shall, without undue delay, notify all pertinent parties in such action, that any Personal Data affected thereby is in Customer's sole property and area of responsibility, that Personal Data is at Customer's sole disposition, and that Customer is the Data Controller.

11. Instructions

- 11.1 The main instructions to Fix The Status Quo will be found outside this Data Processing Agreement, either in a quote, invoice, contract for services, or other written form. However, the Customer is entitled to modify the instructions.
- 11.2 Fix The Status Quo shall notify Customer if Fix The Status Quo considers an Instruction to be in violation of Data Protection Law. Fix The Status Quo shall not be obligated to perform a comprehensive legal examination and shall in no event render any legal services to Customer.
- 11.3 Fix The Status Quo shall not be responsible for any consequences of an Instruction issued by Customer and Customer shall indemnify and hold Fix The Status Quo harmless against any damages and third-party claims resulting from a Customer Instruction.
- 11.4 Unless otherwise agreed, Fix The Status Quo shall be entitled to charge any efforts incurred in connection with a Customer Instruction on time and material basis.

12. Miscellaneous

- 12.1 No modification of this Data Processing Agreement shall be valid and binding unless made in writing and then only if such modification expressly states that such modification applies to the regulations of this Data Processing Agreement. The foregoing shall also apply to any waiver or modification of this mandatory written form.
- 12.2 This Data Processing Agreement shall take precedence over any conflicting provisions of the Main Agreement. If any Standard Contractual Clauses (Processors) are used, these shall have precedence too.
- 12.3 This Exhibit shall be governed by the laws of the country where Customer is established.
- 12.4 The duration of this Agreement shall be governed by the provisions of the contract on which the commissioning is based. If applicable, this agreement shall remain in force until a deletion or transfer in accordance with Article 4(13) has been fulfilled.
- 12.5 The Controller shall be entitled to terminate this Agreement and the Agreement underlying the award of the contract without notice if the Processor - to the extent required by law: despite a written request - fails to properly perform the agreed services or breaches obligations under this Agreement, in particular under Section 3.
- 12.6 For transparency and data processing compliance, the Customer is suggested (but not obligated) to add to the Campaign's Privacy Policy a clause of their choice or the following default text about using Proca widgets.

"We use Fix the Status Quo's platform [Proca](#) for digital campaigns, providing us with campaign widgets which we embed on various webpages. Proca collects personal data provided by a supporter through the widget for the purposes of (1) undertaking the digital action (such as sending an email on a supporter's behalf or adding the supporter's name to a petition), (2) monitoring the success and spread of our campaign, (3) collecting supporter data for our supporter database."

Signatures

Fix The Status Quo

Client Name

Date

Date

Name

Name

Signature

Signature
