

NOFRAUD
DATA PROCESSING ADDENDUM

This Data Processing Addendum (“Addendum”) forms part of the terms of use or other written or electronic agreement (the “Agreement”) entered into by and between No Fraud LLC (“No Fraud”) and _____ (“Client”) for the use of No Fraud services (the “Services”). Both No Fraud and Client may be referred to herein individually as a “Party”, and collectively as the “Parties”. This Addendum is effective as of the earlier of the date of last execution below and May 25, 2018.

1. DEFINITIONS.

- 1.1** “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2** “Client Personal Data” means any Personal Data processed by No Fraud (or a Sub-processor) on behalf of Client pursuant to or in connection with the Agreement.
- 1.3** “Controller” means the entity which determines the purposes and means of the Processing of the Personal Data.
- 1.4** “Data Protection Laws and Regulations” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, and the, applicable to the Processing of Personal Data under the Agreement.
- 1.5** “GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, concerning the protection of natural persons with regard to the processing of personal data, the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 1.6** “Personal Data” means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is Client Data.
- 1.7** “Processing” means any operation or set of operations which is performed on Personal Data, whether or not by automatic 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.
- 1.8** “Processor” means the entity which Processes Personal Data on behalf of the Controller.
- 1.9** “Sub-processor” means any data processor engaged by No Fraud in connection with the Processing of Client Personal Data pursuant to the Agreement.
- 1.10** “Supervisory Authority” means an independent public authority which is established by an EU Member State pursuant to the GDPR.

2. APPLICATION.

- 2.1 Scope, Conflicts.** This Addendum governs the Processing of Personal Data of individuals located in the European Union in connection with the provision of the Services. In case of any conflict between the Agreement and this Addendum, with respect to such Processing, the provisions of this Addendum shall apply. With respect to any other aspects of the Services, the provisions of the Agreement shall govern and this Addendum shall not apply.
- 2.2 Effective Date of Terms Concerning GDPR.** Any provisions in this Addendum which reference actions or obligations to be performed by either Party under GDPR shall become effective on May 25, 2018. No Fraud will Process Personal Data in accordance with the GDPR requirements directly applicable to No Fraud's provision of the Services effective May 25, 2018.
- 2.3 Termination.** This Addendum will terminate upon the earliest of: a.) termination of the Agreement (and without prejudice to the survival of accrued rights and liabilities of the parties and any obligations of the parties which either expressly or by implication survive termination); b.) as earlier terminated pursuant to the terms of this Addendum; or c.) as agreed by the parties in writing.

3. PROCESSING OF PERSONAL DATA.

- 3.1 Roles of the Parties.** The parties acknowledge and agree that with regard to the Processing of Personal Data, Client is the Controller, No Fraud is a Processor, and that No Fraud may engage Sub-processors pursuant to the requirements set forth in Section 8 "Sub-processors" below.
- 3.2 Client's Processing of Personal Data.** In its use of the Services, Client shall Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. Client's instructions for the Processing of Personal Data shall comply with the Data Protection Laws and Regulations. In addition, Client shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Client acquired Personal Data.
- 3.3 No Fraud's Processing of Personal Data.** No Fraud shall treat Personal Data as confidential and shall only Process Personal Data on behalf of and in accordance with Client's documented instructions for the following purposes: a.) Processing in accordance with the Agreement; and b.) Processing to comply with other documented reasonable instructions provided by Client (e.g., via email or as described below) where such instructions are consistent with the terms of the Agreement.
- 3.4 Details of the Processing.** The subject-matter of Processing of Personal Data by No Fraud is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this Addendum are further specified in the Agreement.
- 3.5 Client's Processing Instructions.** Client's Processing instructions shall be to process the Client Personal Data in accordance with the Agreement and this Addendum; and for No Fraud to comply with other documented instructions provided by Client where such instructions are consistent with the terms of the Agreement. Other instructions must be agreed upon in a written instrument duly executed by both parties.

3.6 Client's Authorization. No Fraud shall not share, transfer, disclose or otherwise provide or permit access to the Personal Data to any person or entity other than: a.) No Fraud's employees who fulfill the requirements in Section 12 below; b.) Sub-processors (subject to the provisions of Section 8 below); c.) on the basis of a court order, subpoena, or other governmental authority, or in case No Fraud is otherwise required to disclose such information by law or regulation, provided that such disclosure is permitted by Data Protection Laws and Regulations (a "Compulsory Request"); or d.) to other third parties who source or validate data for purposes of the Services, provided that such third parties shall enter into a data processing addendum that includes all material terms, protections and restrictions set forth herein. Disclosures in accordance with any of a.) through d.) above are hereinafter referred to as "Authorized Disclosures". Client hereby authorizes No Fraud to make all Authorized Disclosures.

4. RIGHTS OF DATA SUBJECTS.

4.1 Data Subject Requests. No Fraud shall, to the extent legally permitted, promptly notify Client if No Fraud receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making ("Data Subject Request"). Taking into account the nature of the Processing, No Fraud shall assist Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Client's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Client, in its use of the Services, does not have the ability to address a Data Subject Request, No Fraud shall, upon Client's request, provide commercially reasonable efforts to assist Client in responding to such Data Subject Request, to the extent No Fraud is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Client shall be responsible for any costs arising from No Fraud's provision of such assistance.

5. DATA PROTECTION IMPACT ASSESSMENT AND TRANSFERS.

5.1 Transfers to Countries With Inadequate Protection. With effect from May 25, 2018, upon Client's request, No Fraud shall provide Client with reasonable cooperation and assistance needed to fulfil Client's obligation under the GDPR to carry out a data protection impact assessment related to Client's use of the Services, to the extent Client does not otherwise have access to the relevant information, and to the extent such information is available to No Fraud. No Fraud shall provide reasonable assistance to Client in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to this section of this Addendum, to the extent required under the GDPR.

5.2 Data Transfers. No Fraud shall immediately notify Client of any (planned) permanent or temporary transfers of Personal Data under this Addendum from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom, to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws and regulations of the foregoing territories. No Fraud shall only perform such a (planned) transfer after obtaining authorization from Client, and shall use only transfer mechanisms suitable per the GDPR.

6. CLIENT WARRANTIES.

6.1 Right to Personal Data. Client warrants that it has all necessary rights to provide the Personal Data to No Fraud for the Processing to be performed in relation to the Services. To the extent required by Data Protection Laws and Regulations, Client is responsible for ensuring that any necessary data subject consents to this Processing are obtained, and for ensuring that a record of such consents is maintained. Should such a consent be revoked by the data subject, Client is responsible for communicating the fact of such revocation to No Fraud, and No Fraud may refuse to further processes the Personal Data of such data subject despite Client's instructions to the contrary.

7. LIMITATION OF LIABILITY AND INDEMNITY.

7.1 Liability Limits. Each Party's liability arising out of or related to this Addendum, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all Addenda together.

For the avoidance of doubt, IN NO EVENT SHALL NO FRAUD BE LIABLE TO CLIENT FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUES, LOST SAVINGS, COSTS OF CAPITAL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, DOWNTIME COSTS, LOSS OR IMPAIRMENT OF DATA AND OTHER BUSINESS LOSS. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER NO FRAUD KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN. IN NO EVENT SHALL THE TOTAL LIABILITY OF NO FRAUD IN CONNECTION WITH OR ARISING FROM THIS AGREEMENT, ON WHATEVER BASIS, EXCEED THE TOTAL FEES RECEIVED BY NO FRAUD FROM CLIENT IN CONNECTION WITH THE AGREEMENT IN THE SIX (6) MONTHS PRECEDING THE CLAIM.

7.2 Indemnification. For the avoidance of doubt, the indemnification obligations contained in the Agreement shall apply to claims arising from or related to this Addendum.

8. SUB-PROCESSORS.

8.1 Appointment of Sub-processors. For the purpose of the appointment of Sub-processors, Client acknowledges and agrees that No Fraud may engage third-party Sub-processors in connection with the provision of the Services, including without limitation, the Processing of Personal Data. No Fraud shall enter into a written agreement with each Sub-processor containing data protection obligations not less protective than those in the Agreement and/or this Addendum with respect to the protection of Personal Data, to the extent such obligations are applicable to the nature of the services provided by such Sub-processor. No Fraud shall limit the access of Sub-processor to only the Personal Data as is necessary for the Sub-processor to perform its obligations and shall prohibit Sub-processor from using the Personal Data for any other purpose. No Fraud shall be responsible for the acts and omissions of its Sub-processors to the same extent No Fraud would be liable if performing the services of each Sub-processor directly under the terms of this Addendum.

8.2 List of Current Sub-processors. When requested by Client, No Fraud shall make available to Client an up-to-date list of all Sub-processors used for the processing of Personal Data.

8.3 Notification of New Sub-processors. Client shall have the option to subscribe to notification of new Sub-processors for the Service, and if Client does subscribe, No Fraud shall provide notification of a new Sub-processor before authorizing such Sub-processor to Process Personal Data in connection with the provision of the Services for Client.

9. SECURITY.

9.1 Security Practices. No Fraud shall implement and maintain all appropriate technical, administrative, and organizational measures required to ensure a level of confidentiality and security appropriate to the risks represented by the processing and the nature of the Personal Data, and to prevent unauthorized or unlawful processing of Personal Data, including but not limited to measures against accidental loss, disclosure or destruction of, or damage to, Personal Data. Without limiting the generality of the foregoing or the sole responsibility of No Fraud to implement and maintain appropriate measures, such measures shall include, but not be limited to, those ensuring that a.) Personal Data is not materially changed while stored, transferred or otherwise processed, unless such change constitutes a functionality of the Services; b.) Personal Data that is stored, transferred or otherwise processed is encrypted or kept in another equally secure format; c.) the availability of and access to Personal Data can be ensured in a timely manner in the event of a physical or technical incident; d.) a process for periodically testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing is in place; e.) appropriate safeguards are in place to restrict and/or limit access to Personal Data to those employees who i.) have a need to know in order to perform No Fraud's contractual obligations under the Agreement; ii.) who have been provided with appropriate training on the handling of Personal Data; and iii.) who have agreed in writing to comply with confidentiality, privacy and security obligations not less restrictive than those required by the Agreement (including this Addendum); and f.) logs are kept of all processing performed under the Agreement.

No Fraud shall not materially decrease the overall security of the Services during a subscription term.

9.2 Security Incidents and Notices. No Fraud agrees to notify Client within a reasonable period of time (and in any event within forty-eight (48) hours) where No Fraud becomes aware of or reasonably believes that Personal Data has been or may have been lost, damaged or subject to unauthorized internal or external access or any other unlawful processing (a "Security Incident") and to take reasonable steps to mitigate the impact of any such Security Incident. To the extent Client seeks the assistance of No Fraud, No Fraud agrees to reasonably cooperate with Client to: a.) determine the scope and severity of any such Security Incident; b.) provide timely information and cooperation as Client may require to fulfill Client's data breach reporting obligations under Applicable Laws and contract; and c.) give notice to individuals whose Personal Data is the subject of such Security Incident. Unless No Fraud is obliged to give such notice under Applicable Laws, No Fraud shall not give notice to individuals except with the prior written approval of Client. The content and provision of any notification, public/regulatory communication or press release

concerning the Security Incident shall be solely at Client's discretion, except as otherwise required by Applicable Laws.

10.AUDITS.

10.1Third Party Audit. Client may hire a reputable, third-party firm to audit No Fraud's security practices for compliance with the terms of this Addendum. Such third-party firm shall be mutually agreed to by Client and No Fraud. Any such audit shall occur during regular business hours at No Fraud's facilities, not more than once per year, and shall not unreasonably interfere with No Fraud's business activities. The results of any such audit shall be the confidential information of No Fraud.

10.2Additional Audit Terms. Notwithstanding the foregoing, an audit outside normal business hours shall be permitted if the audit or inspection shall be conducted on an emergency basis and where Client has given No Fraud prior written notice that this is the case. Further, notwithstanding the foregoing, no limitation with respect to the frequency of audits conducted shall apply to any additional audits or inspections which: a.) Client reasonably considers necessary because of genuine concerns as to No Fraud's compliance with this Addendum; or b.) Client is required or requested to carry out by Data Protection Law and Regulations, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws and Regulations in any country or territory, and, in each case a.) and b.), where Client has identified its concerns or the relevant requirement or request in its notice to No Fraud of the audit or inspection.

10.3 Client's information and audit rights only arise under Section 10.1 hereof to the extent that the Agreement does not otherwise provide information and audit rights meeting the relevant requirements of Data Protection Laws and Regulations (including, where applicable, article 28(3)(h) of the GDPR).

11.RETURN AND DELETION OF CLIENT DATA.

11.1 Upon the termination of the provision of the Services related to Processing Personal Data, at the request of Client, No Fraud shall return or, if permissible by applicable law, delete the Personal Data that is governed by this Addendum in accordance with No Fraud's procedures, the requirements of Data Protection Laws and Regulations, and the terms of the Agreement, provided however, that the obligations set forth in this section shall not apply to any Personal Data that had been collected by No Fraud prior to and/or independent of the provision of the Services under the Agreement. The foregoing is subject to No Fraud having no reasonable basis for keeping the Personal Data. For the avoidance of doubt, No Fraud may, at its election, keep Personal Data for up to six (6) months after termination of the Services for the purposes of handling disputes and fraud prevention. Further, in any instance where a Data Subject has initiated a dispute, claim of fraud, or other support ticket, No Fraud, may at its sole discretion, keep the Personal Data for such Data Subject for up to six (6) months from the full resolution of such dispute, claim, or other support ticket.

12.PERSONNEL.

12.1Personnel. No Fraud shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. No Fraud shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

12.2Reliability. No Fraud shall take commercially reasonable steps to ensure the reliability of any No Fraud personnel engaged in the Processing of Personal Data.

12.3Limitation of Access. No Fraud shall ensure that No Fraud's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

13.ASSISTANCE WITH CONTROLLER OBLIGATIONS.

13.1No Fraud shall assist Client in ensuring compliance with its obligations as Controller pursuant to Articles 32 - 36 of the GDPR, solely with respect to the security of the processing, data protection, impact assessments, and consultation of Supervisory Authorities.

14.OBLIGATION TO RECTIFY AND UPDATE PERSONAL DATA.

14.1No Fraud shall assist Client in ensuring that Personal Data is accurate and, where necessary, kept up to date. Upon Client's request at any time during the term of the Agreement (and, if so requested by Client, at regular intervals set by Client), Service Provider shall: i.) rectify any Personal Data held in its records which is inaccurate; and ii.) update any Personal Data which is out of date, in accordance with Client's instructions.

15.GENERAL.

15.1Jurisdiction and Governing Law. The parties to this Addendum hereby submit to the choice of jurisdiction and law stipulated in the Agreement with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity.

15.2Severability. In the event that any one or more of the provisions of this Addendum is for any reason held to be illegal or unenforceable in any respect, such illegality or unenforceability shall not affect the other provisions of this Addendum, which shall remain in full force and effect.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the dates indicated below.

CLIENT

Company: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

NO FRAUD

Signed: _____

Print Name: _____

Title: _____

Date: _____