

# ADDENDUM 02

to the General Terms of Use of  
Jeux de Couleur Software and Services

## Data Processing Agreement for Jeux de Couleur Software and Services

Version 5.2 | Last Updated: 31 March 2021

This data processing agreement (the "Data Processing Agreement" or "DPA"), as applicable, is an Addendum to and shall form part of the applicable Terms of use entered into by you ("Customer", "you") and Jeux de Couleur Limited ("Jeux de Couleur", "we") for the use of Jeux de Couleur Software and Services. If the parties previously entered into a data processing agreement for any of Jeux de Couleur Software and Services, this Data Processing Agreement shall now supersede the foregoing.

The purpose of this "Data Processing Agreement" is to ensure the parties' compliance with the requirements imposed by applicable data protection laws and regulations for Customer's use of the Software and Services of Jeux de Couleur.

We may change this DPA from time to time to reflect changes in our Software and Services or changes to the UK data protection laws. If we make changes, we will notify Customer by revising the date at the top of the DPA or by including the notification in our products or in the platforms of our services and additionally provide Customer with email notice. Unless we specify otherwise in such notices, amendments of the DPA will be effective immediately.

### **1. Definitions.**

"Jeux de Couleur's Software and Services" means all RIGHTS 20|20 software applications and support services provided by Jeux de Couleur.

"Data Controller," "Data Processor," "Data Subject," "Personal Data," "Process" and "Processing" shall have the same meaning as defined under UK and European Data Protection Laws.

"UK and European Data Protection Laws" means the UK GDPR, EU GDPR, Directive 2002/58/EC (as

amended by Directive 2009/136/EC) concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications), and any national laws or regulations implementing the foregoing, and any amendments or replacements thereto.

"UK GDPR" means the GDPR as applicable as part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended).

"UK Personal Data" means Customer Personal Data to which the UK GDPR was applicable prior to its Processing by the Processor.

"EU GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council.

"EU Personal Data" means Customer Personal Data to which the EU GDPR was applicable prior to its Processing by the Processor.

"Personal Data Breach" means a confirmed unauthorised access by a third party or confirmed accidental or unlawful destruction, loss or alteration of Personal Data. Personal Data Breaches will not include unsuccessful attempts to, or activities that do not, compromise the security of Personal Data including, without limitation, unsuccessful log in attempts, denial of service attacks and other attacks on firewalls or networked systems.

"EU Standard Contractual Clauses" means in respect of EU Personal Data, the standard contractual clauses for the transfer of personal data to third countries adopted by the European Commission under Commission Implementing Decision (EU) 2021/914 including the text from module three of such clauses and no other modules and not including any clauses marked as optional in the clauses except as specified in this Agreement.

## **2. General Provisions.**

- 2.1. Jeux de Couleur Limited, having a principal place of business at 85 Great Portland Street, London, W1W 7LT, United Kingdom ("Jeux de Couleur"), hereby unilaterally undertakes to the Customer to perform the obligations set out in this Agreement.
- 2.2. The provisions of this Agreement are applicable to the Processing of Personal Data by Jeux de Couleur solely under the applicable Terms of Use has in place with Customer. The subject matter, nature and purpose and details and duration of the data processing and the details of the type of Personal Data and categories of data subjects are determined by Customer and as permitted under the applicable Terms of Use.
- 2.3. In case of discrepancies between this Data Processing Agreement and the applicable Terms of Use, the provisions of this Data Processing Agreement shall prevail.

2.4. In accordance with all applicable data protection laws, Customer is the Data Controller and Jeux de Couleur Processes Personal Data on behalf of the Customer as a Data Processor.

### **3. Data Protection Obligations.**

3.1. Jeux de Couleur will only Process Personal Data within the scope of Customer's documented written requests for software support and data services associated with the use of the applicable Software and Services licensed by Jeux de Couleur to Customer. Jeux de Couleur shall notify Customer promptly if it considers that an instruction or a request from Customer is in breach of UK and European Data Protection Laws, and Jeux de Couleur shall be entitled, but not obliged, to suspend execution of the instructions concerned, until Customer confirms such instructions in writing. Notwithstanding the foregoing, Jeux de Couleur may Process the Personal Data if it is required under law to which it is subject. In this situation, Jeux de Couleur shall inform the Customer of such a requirement before Jeux de Couleur Processes the data unless the law prohibits this on important grounds of public interest.

3.2. In the case of a Personal Data Breach, Jeux de Couleur will notify Customer without undue delay after Jeux de Couleur becomes aware of the Personal Data Breach and, as required by Article 33 of the GDPR, Jeux de Couleur shall supply Customer with information regarding the Personal Data Breach (to the extent that such information is available to Jeux de Couleur).

3.3. Jeux de Couleur will implement appropriate technical and organisational measures to assist Customer with its obligations in connection with Data Subject requests under UK and European Data Protection Laws. Taking into account the nature of the Processing under this Data Processing Agreement, Jeux de Couleur shall take all reasonable steps to assist Customer in meeting Customer's obligations under Articles 30, and 32 to 36 of GDPR. Each party shall be responsible for maintaining its own record of processing activities.

3.4. Sub-processors and International Transfers.

3.4.1. Customer agrees that Jeux de Couleur shall be entitled to use the sub-processors listed below to address the Customers requests for the administration and support of Jeux de Couleur Software and Services:

- Book Matters LLC, TX, USA, Reseller of Jeux de Couleur's Software and Service in the USA and Canada, Customer email support when applicable.
- GoDaddy.com, LLC AZ, USA, Jeux de Couleur's email servers, website hosting, licence validation platform
- CrashPlan Group LLC, MN, USA, Backup and recovery services

- WeTransfer B.V., The Netherlands, Data transferring platform
- Zoho Corp. (Zoho Books), CA, USA, Online accounting software
- Zoho Corporation Limited (Zoho Desk), United Kingdom, Customer email support (HelpDesk)
- GoCardless Ltd, United Kingdom, Customer payments
- Google LLC, CA, USA, Webmail only
- Proton AG, Switzerland, End-to-end encrypted webmail and VPN Service
- Anchor Free, Inc. VPN Service
- Stripe Payments UK, Ltd, United Kingdom, Customer payments
- Hosted Desktop UK Limited (where applicable), United Kingdom, Remote Desktop Service (Optional Add-on)

3.4.2. Processor ensures that the third-party sub-processors listed in 3.4.1 have the appropriate privacy, security safeguards and contractual agreements in place to meet equivalent obligations as those set out in this Data Processing Agreement and when needed has entered into additional agreements with the third-party sub-processors which ensure that such sub-processors shall be obliged to meet equivalent obligations as those set out in this Data Processing Agreement.

3.4.3. Transfers of EU and UK Personal Data to Third Country Sub-processors. For the transfers of EU Personal Data or UK Personal Data to a sub-processor which is a Jeux de Couleur affiliate located in a third country which may not provide adequate protection for Personal Data, Jeux de Couleur and the applicable Jeux de Couleur affiliate have entered into the EU Standard Contractual Clauses in order to provide appropriate safeguards for the transfer of such UK Personal Data and EU Personal Data in accordance with the UK and European Data Protection Laws.

3.4.4. In any event, where Processor's sub-processor fails to comply with its data protection obligations, Processor will remain responsible.

3.4.5. Customer should check periodically to review changes to this agreement and may request to receive email notifications for updates to the Jeux de Couleur Processor website location. If Customer wishes to object to such changes, it may do so by serving notice of termination of the Jeux de Couleur Cloud Services, or service, for which the objected to sub-processor is contracted. Jeux de Couleur shall ensure that any new sub-processor shall be obliged to meet obligations no less protective than those set out in

this Agreement.

- 3.5. Unless applicable law requires continuous storage of Personal Data, Jeux de Couleur will, at the choice of the Customer, delete or return to the Customer all Personal Data after the license agreement for the use of the Software and Services.
- 3.6. Jeux de Couleur may charge Customer for any costs, including beyond any agreed upon license fees, to the extent it is not commercially reasonable for Jeux de Couleur to provide the assistance referenced in this Agreement without charge (considering relevant factors such as volume of requests and complexity of instructions). This shall include, without limitation, costs incurred by Jeux de Couleur in executing Customer's instructions relating to the erasure, additional storage and/or retention of Customer's Personal Data, and compliance with any subject access request received by Customer in accordance with Clause 3.4.