

Schedulista Data Processing Addendum (DPA)

Effective Date: December 2, 2021

1 Introduction.

- 1.1 This Data Processing Addendum (“**DPA**”), forms part of the Schedulista Terms of Use (available at <https://www.schedulista.com/legal/terms>).
- 1.2 Any additional agreements or Statement of Work (SOW) Schedulista (the “**Service Provider**”) has entered into with the Customer will be collectively referred to, with the Terms of Use, as the “**Agreement(s)**”.
- 1.3 This DPA between Service Provider and Customer shall apply to all Processing of Customer Personal Data by Service Provider to provide the Services under the Agreement.

2 Order of Precedence.

Should there be a conflict between this DPA, and the Agreement or SOW, this DPA will govern.

3 Definitions.

In this DPA, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly.

- 3.1 **Applicable Laws** means all statutes, laws, rules, regulations, ordinances, and the like of any federal, international, city, state, provincial, or local government or governmental agency applicable to Services under the Agreement including without limitation Data Protection Laws.
- 3.2 **Confidential Information** is defined in the Agreement.
- 3.3 **Customer** is defined in the Agreement.
- 3.4 **Customer Personal Data** means any Personal Data provided by or made available by Customer to Service Provider or collected by Service Provider on behalf of Customer which Service Provider Processes to perform the Services.
- 3.5 **Data Breach** means any unauthorized interference with the availability of, or any unauthorized, unlawful or accidental loss, misuse, destruction, alteration, acquisition of, access to, disclosure of, or damage to Customer Personal Data or any other non-public or confidential data received from Customer, or any other unauthorized Processing of Personal Data.
- 3.6 **Data Protection Laws** means Applicable Laws relating to privacy, security, or protection of Personal Data, as may be defined by such laws, including the EU

General Data Protection Regulation (Regulation 2016/679) (“**GDPR**”); the California Consumer Protection Act (“**CCPA**”), and the California Privacy Rights Act (“**CPRA**”) and any subsequent supplements, amendments, or replacements to the same.

- 3.7 **Data Subject** means an identified or identifiable natural person about whom Personal Data is Processed under this Agreement or as otherwise defined (including under similar terms such as “**consumer**”) under Data Protection Laws.
- 3.8 **Personal Data** means any information processed by Service Provider, in connection with the performance of Services, including data that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household or with a particular individual’s or household’s device; or any inferences drawn therefrom. Personal Data includes, but is not limited to, name, alias, postal address, social security number, identification number, biometric identifiers, credit/debit card information, driver’s license number (or other unique government identifier, such as passport or military ID), phone number, physical address, email address, details of orders and fulfillments, location data, employment or educational information, online identifiers such as internet protocol addresses, cookie or other unique identifiers, criminal background check, work authorization, or to one or more factors specific to the physical, physiological, genetic, mental, economic, financial, cultural, sexual orientation, union status, or social identity of the individual, or as otherwise defined (including under similar terms such as personal information, Personal Data, personal health information, personally identifiable information, and sensitive personal information) under Data Protection Laws.
- 3.9 **Process, processed, or processing** means the collection, receipt, recording, organization, structuring, alteration, use, transmission, access, sharing, provision, disclosure, distribution, copying, transfer, storage, management, retention, deletion, combination, restriction, summarizing, aggregation, correlation, inferring, derivation, analysis, adaptation, retrieval, consultation, destruction, disposal or other handling of Personal Data.
- 3.10 **Services** means services provided by Service Provider under the Agreements.
- 3.11 **Sub-processor** means any person or entity engaged by Service Provider (or other Processor) that Processes Customer Personal Data to help provide the Services.
- 3.12 The terms **Controller** or **Data Controller** and **Processor** or **Data Processor and Business and Service Provider** shall have the same meaning as in Data Protection Laws.

4 Data Ownership/Licenses

- 4.1 For purposes of this DPA, as between the parties, Customer retains all right, title, and interest in Customer Personal Data.
- 4.2 Customer grants to Service Provider a worldwide, perpetual, fully paid-up right and license under all applicable intellectual property laws to make, use, sell, offer to sell,

copy, distribute, display, perform, organize, create derivative works from, and otherwise Process, the Customer Personal Data, and to sublicense all the foregoing rights to Sub-processors, solely as necessary to perform the Services under the Agreement and as expressly set forth, and subject to restrictions and obligations, in this DPA.

5 General Compliance Obligations

- 5.1 Service Provider certifies that it shall comply with its applicable obligations regarding Customer Personal Data under this DPA and the Data Protection Laws.
- 5.2 Service Provider shall not perform its obligations under this Agreement in such a way as to knowingly cause Customer to breach any of its obligations regarding Customer Personal Data under Data Protection Laws.
- 5.3 Solely to the extent that Service Provider's Processing of Customer Personal Data is subject to the CCPA, the terms of **Exhibit 3 (California Consumer Privacy Act ("CCPA") Service Provider Appendix)** shall apply to such Processing.

6 Scope of Processing

6.1 Roles of Parties.

6.1.1 With respect to processing Customer Personal Data, the parties acknowledge and agree that Service Provider is a Processor and a Service Provider and Customer is a Controller and Business, except that if Customer is a Processor in which case Service Provider is a Sub-processor. If Customer is a Processor of Customer Personal Data, Customer represents and warrants that Customer's instructions and Processing of Customer Personal Data, including its appointment of Service Provider as a Sub-processor, have been authorized by the respective Controller.

6.1.2 Notwithstanding the paragraph above, in the limited circumstances where Service Provider processes Customer Personal Data for billing and similar business operations of the Service Provider, the parties acknowledge and agree that Service Provider is a Controller and a Service Provider and Customer is a Controller and Business.

6.2 **Details of Processing.** Information regarding the Service Provider's Processing of Customer Personal Data Processed in connection with the Services the categories of Customer Personal Data, how such data is collected and Processed, and the purposes for which such data is used, in a manner appropriate to allow Customer to meet its record keeping and notice and consent obligations under Data Protection Laws is set forth in **Exhibit 1 (Details of Processing Customer Personal Data)**.

6.3 Customer Instructions and Restrictions on Processing

- 6.3.1 Service Provider shall use, retain, and disclose Customer Personal Data for the specific business purpose of providing the Services and in accordance with Customer's instructions, including as described in the Agreement. Service Provider will inform Customer if, in Service Provider's reasonable opinion, any of Customer's instructions infringes any Data Protection Laws.
- 6.3.2 Service Provider shall have rights to use Customer Personal Data solely (i) to the extent necessary or appropriate to (a) perform its obligations under the Agreement; (b) operate, manage, test, maintain and enhance the Service including as part of its business operations; (c) to create and disclose aggregate statistics about Customer Personal Data and the Service in a manner that prevents individual identification of the Customer, or the individual subjects of Customer Personal Data; and/or (d) protect the Service from a threat to the Service, Customers, Customer Personal Data, and Service Provider's systems; or (ii) if required by court order of a court or authorized governmental agency, provided that prior notice first be given to the Customer unless such notice is prohibited by law or court order; or (iii) as otherwise expressly authorized by the Customer.

7 Data Security

- 7.1 **Data Security Obligations.** Service Provider will implement and maintain commercially reasonable administrative, technical, and physical safeguards, as described in **Exhibit 2 (Technical and Organisational Measures including Technical and Organisational Measures to Ensure the Security of Customer Personal Data)**.
- 7.2 **Data Breach.**
 - 7.2.1 If Service Provider discovers or learns of a Data Breach affecting Customer Personal Data, Service Provider shall take reasonable, appropriate, and prompt steps to notify Customer of such Data Breach and provide information and assist Customer, as needed, in meeting Customer's legal obligations, including any applicable obligations to notify individuals affected by the Data Breach.
 - 7.2.2 Unless prohibited by an applicable law or court order, Service Provider shall notify Customer of any third-party legal process relating to any Data Breach, including, but not limited to, any legal process initiated by any governmental entity.
 - 7.2.3 Service Provider's cooperation or obligation to report or respond to Data Breaches under this DPA shall not be deemed an acknowledgment by Service Provider of any fault or liability of Service Provider with respect to a Data Breach.

- 8 Data Protection Compliance Assistance.** Upon Customer request, Service Provider will provide reasonable assistance and information to Customer regarding its Processing of Customer Data where such means and assistance are not already in Customer control or possession and as required by Data Protection Laws.
- 9 Notice Regarding Third Party Requests and Inquiries.** If necessary, Service Provider will take reasonable steps to notify Customer if Service Provider receives any of the following in connection with its Processing of Customer Data: (i) any requests from a Data Subject, including individual opt-out requests, requests for access and/or deletion and all similar individual rights requests; or (ii) any request from a government entity or regulator provided such notice is not prohibited by law or court order.

10 Sub-processors

- 10.1 Service Provider may provide access to or transfer any Customer Personal Data to any third party (including any affiliates, group companies, or subcontractors) with the consent of Customer. Customer consents to such access or transfer to Service Provider's Sub-processors.
- 10.2 An up-to-date list of current Sub-processors is available at:
<https://www.schedulista.com/legal/sub-processors>.
- 10.3 Service Provider will ensure that it has a written agreement in place with all Sub-processors which contains obligations on the Sub-processors which are no less protective of Customer Personal Data than the obligations on the Service Provider under this DPA.

- 11 Location of Processing.** Subject to its obligations under this DPA, Service Provider may Process Customer Personal Data in various regions in which it or its service providers operates.

12 Transfers to Third Countries.

- 12.1 With regard to countries, regions, or territories with Data Protection Laws requiring a mechanism for valid export of Customer Personal Data (such countries, regions, or territories, "**Limited Transfer Region(s)**," and such data, "**Limited Transfer Data**"), Service Provider may not receive and Process such Limited Transfer Data outside of such Limited Transfer Regions unless it or its Sub-processors take measures to adequately protect such data consistent with applicable Data Protection Laws. Such measures may include to the extent available and applicable under such laws:
- 12.1.1 Processing in a country, a territory, or one or more specified sectors that are considered under applicable Data Protection Laws as providing an adequate level of data protection;

- 12.1.2 The parties' agreement to enter into and comply with the Standard Contractual Clauses (available at <https://www.schedulista.com/resources/contractual-clauses.pdf>) and any successors or amendments to such clauses or such other applicable contractual terms adopted and approved under Data Protection Laws;
 - 12.1.3 Processing in compliance with Binding Corporate Rules in accordance with Data Protection Laws; or
 - 12.1.4 Implementing any other data transfer mechanisms or certifications approved under Data Protection Laws, including, as applicable, any approved successor or replacement to the EU–US Privacy Shield framework and/or the Swiss–US Privacy Shield framework.
- 12.2 To the extent that any substitute or additional appropriate safeguards or mechanisms under any Data Protection Laws of Limited Transfer Regions are required to transfer Customer Personal Data from a Limited Transfer Region, as applicable, to any third country, the parties agree to implement the same as soon as practicable and document such requirements for implementation in an attachment to this DPA governing the parties' Processing of Limited Transfer Data.

13 General Terms

- 13.1 **Indemnification.** Service Provider and Customer shall each indemnify, defend and hold harmless each other, and their respective directors, officers, employees and agents (and successors, heirs and assigns) ("**Representatives**") against any liability, damage, loss, or expense (including reasonable attorneys' fees and costs) ("**Liabilities**") incurred by such indemnifying party as a result of a claim by a data subject or an investigation by a government entity or regulator to the extent arising from a breach of any obligations or restrictions of this DPA by the indemnitor ("**Claim**"). The indemnified party will provide the indemnitor with prompt notice of any Claim (provided that the failure to promptly notify shall only relieve indemnitor of its obligation to the extent it can demonstrate material prejudice from such failure) and at the indemnitor's expense, provide assistance reasonably necessary to defend such Claim. The indemnitor will not enter into a settlement that would result in liability to the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed.
- 13.2 **Retention & Deletion of Customer Personal Data.** Upon Customer's written request, or upon termination or expiration of the Agreement, Service Provider will delete all Customer Personal Data under Service Provider's possession or control or provide Customer ability to delete such Customer Personal Data directly through tools or functionality made available by Service Provider; excepting (a) where deletion is not permitted under Applicable Laws (including Data Protection Laws) or the order of a governmental or regulatory body; (b) where Service Provider retains such data for internal record keeping, compliance with any legal obligations, and other lawfully permitted purposes; and (c) where Service Provider's then-current data

retention or similar back-up system stores Customer Personal Data provided such data will remain protected in accordance with the measures described in the Agreement and this DPA.

13.3 Termination

13.3.1 **Deletion or Return of Customer Personal Data.** Upon termination or expiration of the Agreement, Service Provider will, upon request of Customer prior to termination or expiration, and to the extent not already in Customer's possession or control, provide a copy of all Customer Personal Data in Service Provider's possession to the Customer. Upon written verification from Customer of Customer's receipt of such Customer Personal Data, or absent such request, Service Provider shall promptly destroy such data in accordance with **Section 10.4**.

13.3.2 **Survival.** The provisions of this DPA that, by their terms, require performance after the termination or expiration of this DPA, or have application to events that may occur after the termination or expiration of this DPA, will survive the termination or expiration of this DPA, including **Sections 2, 3, and 13**.

13.4 **Governing Law.** The parties to this DPA agree to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims arising under this DPA unless otherwise required by Data Protection Laws.

EXHIBIT 1
DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

Subject matter of the Processing of Customer Personal Data

The subject matter of the Processing of the Customer Personal Data are:

- “Customers” contracting directly with Schedulista for our Services.
- “Clients” booking an appointment with a Customer.
- Additional subject matters may be set out in the Terms of Use, the Privacy Policy, this DPA, and in applicable Statements of Work.

Duration of the Processing of Customer Personal Data

Customer Personal Data is Processed for as long as necessary to provide the Services and fulfill the transactions and Services our Clients and Customers have requested, or for other essential purposes such as complying with legal obligations, resolving disputes, and enforcing agreements. Additional durations for Processing Customer Personal Data may be described in applicable Statements of Work.

The nature and purpose of the Processing of Customer Personal Data

The nature and purpose of the Processing of Customer Personal Data include the following:

- **Product and Service delivery**, including securing, troubleshooting, improving, and personalizing our Services.
- **Business operations**, such as improving our internal operations, securing our systems, and detecting fraudulent or illegal activity.
- **Personalization**, including understanding Clients and Customers and their preferences to enhance your experience and enjoyment using our Services.
- **Customer support**, such as troubleshooting and responding to Client and Customer questions.
- **Communications**, such as sending Clients appointment confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages.
- **Marketing**, including communicating with Clients about new services, offers, promotions, and other information about our Services and Customers.

Additional natures and purposes for Processing of Customer Personal Data may be described in applicable Statements of Work.

The types of Customer Personal Data to be Processed

The types of Customer Personal Data that may be Processed include:

- **Contact information**, such as name, physical address, email address, phone number.
- **Payment information**, including credit card number and other payment details.
- **Content and files**, such as the photos, documents, or other files you upload to our Services and the content of your communications with us.
- Other details Clients chose to provide when scheduling their appointment with a Customer.
- **Identifiers and device information**, including computer's operating system, Internet Protocol (IP) address, browser type and language.
- **Geolocation data**, such as city, state, and country, depending on device or app settings.
- **Usage data**, such as the website a Client or Customer visited before our site, access times, and your activity on our websites.

Additional types of Customer Personal Data may be described in applicable Statements of Work.

The Types of Sensitive Customer Personal Data to be Processed

The Service Provider does not intentionally collect sensitive Customer Personal Data. Clients may choose to provide additional information, including sensitive Customer Personal Data, when scheduling their appointment with a Customer.

Additional types of Customer Personal Data may be described in applicable Statements of Work.

The categories of Data Subjects to whom the Customer Personal Data relates

The categories of Data Subjects to whom the Customer Personal Data relates include:

- “Customers” contracting directly with Schedulista for our Services.
- “Clients” booking an appointment with a Customer.
- Website visitors with no relationship to Schedulista or a Customer.

Additional categories of Data Subjects may be described in applicable Statements of Work.

The frequency of the transfer of Customer Personal Data from Customer to Service Provider

Customer Personal Data is continuously transferred from Customer to Service Provider.

Location of Processing of [EU] Personal Data by Service Provider

We transfer personal data from the European Economic Area, United Kingdom, and Switzerland to other countries, some of which have not been determined by the European Commission to

have an adequate level of data protection. Processing of Personal Data is primarily done in the United States.

Sub-processor list

A list of Sub-processors is available at <https://www.schedulista.com/legal/sub-processors>.

The obligations and rights of Customer

The obligations and rights of Customer are set out in the Agreement and this DPA.

EXHIBIT 2
TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND
ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF COMPANY PERSONAL DATA

Service Provider will implement and maintain commercially reasonable administrative, technical, and physical safeguards, including procedures and practices commensurate with the level of sensitivity of the Customer Personal Data and the nature of its activities under the Agreement, to protect the security, confidentiality, and integrity of Customer Personal Data Processed by Service Provider or in its possession and control including such safeguards (a) designed to protect the security of systems upon which such data is Processed; and (b) designed to prevent a Data Breach.

Service Provider's personnel will not process Customer Personal Data without authorization. Personnel are obligated to maintain the confidentiality of any Customer Personal Data and this obligation continues even after their engagement ends.

Detailed description of the technical and organisational measures implemented by Service Provider (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons:

1. Information Security Policies and Standards

The Service Provider maintains administrative, physical and technical safeguards to address the security, confidentiality, availability, and integrity of Personal Data transferred to it pursuant to the Standard Contractual Clauses. These safeguards include:

- Physical, logical and data access controls designed to restrict access to Personal Data to authorized individuals.
- Audit trails, where appropriate, to document access and modification of Personal Data.
- Controls that seek to ensure that Personal Data are Processed in accordance with the data exporter's instructions, and protected against accidental loss.

2. Physical Security

The Service Provider maintains commercially reasonable security systems at all Service Provider sites at which an information system that houses Personal Data is located. The Service Provider reasonably restricts physical access to such sites. Physical access controls have been implemented for all data centers.

3. Organizational Security

Service Provider has implemented security policies and procedures designed to prevent the reconstruction or retrieval of Personal Data following disposal. Personal Data security incidents are managed in accordance with written incident response procedures. Where legally required, sensitive data transmitted by the data importer is encrypted while in transit.

4. Network Security

The Service Provider maintains network security using commercially reasonable techniques, including firewalls, intrusion detection systems, access control lists and routing protocols.

5. Access Control

The Service Provider maintains user administration procedures to: define user roles and their privileges, how access is granted, changed and terminated; address appropriate segregation of duties; and define the logging/monitoring requirements and mechanisms. The data importer implements commercially reasonable physical and electronic security to create and protect passwords.

6. Personnel

The Service Provider implements a security awareness program to train personnel about their security obligations.

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter.

Sub-processors will implement and maintain commercially reasonable administrative, technical, and physical safeguards, including procedures and practices commensurate with the level of sensitivity of the Customer Personal Data and the nature of its activities under the Agreement, to protect the security, confidentiality, and integrity of Customer Personal Data Processed by Sub-processor or in its possession and control including such safeguards (a) designed to protect the security of systems upon which such data is Processed; and (b) designed to prevent a Data Breach.

EXHIBIT 3
CALIFORNIA CONSUMER PRIVACY ACT ("CCPA") SERVICE PROVIDER APPENDIX

This CCPA Data Protection Appendix ("**Appendix**") forms part of the Terms of Us ("**Agreement**") between: (i) Hello World, LLC, dba Schedulista ("**Service Provider**"); and (ii) the Customer, as defined in the Agreement ("**Company**"). This scope of this Appendix is limited to personal information subject to the CCPA.

The terms used in this Appendix shall have the meanings set forth in this Appendix. Capitalized terms not otherwise defined herein shall have the meaning given to them in this DPA. The terms and conditions of this Appendix are in addition to those of the Agreement, thus both the Agreement and this Appendix shall apply; provided, however, that in the event of a conflict between the terms and conditions of the Agreement, and those of this Appendix, this Appendix shall prevail.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Appendix to the Agreement.

1. Definitions

In this Appendix, the following terms shall have the meanings set out below and similar terms shall be construed accordingly:

- 1.1 **Sell** or **selling** means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer's Personal Information by the business to another business or a third party for monetary or other valuable consideration.
- 1.2 **Share** or **sharing** means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer's personal information by the business to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration, including transactions between a business and a third party for cross-context behavioral advertising for the benefit of a business in which no money is exchanged.
- 1.3 **Cross-context behavioral advertising** means the targeting of advertising to a consumer based on the consumer's personal information obtained from the consumer's activity across businesses, distinctly-branded websites, applications, or services, other than the business, distinctly-branded website, application, or service with which the consumer intentionally interacts.
- 1.4 **Customer Personal Data** is defined in this DPA and shall be interpreted to be consistent with Personal Information under the CCPA.

2. Data Processing Terms

- 2.1 Service Provider shall not Sell or Share Customer Personal Data, nor use, retain, or disclose Customer Personal Data outside of its direct business relationship with the Customer or for any other purpose except as required by law.
- 2.2 Service Provider shall not combine the Customer Personal Data with Personal Data which it receives from other sources, including the information collected from Service Provider's independent interaction with the Data Subjects. This does not include combining Customer Personal Data in the context of a business purpose of providing the Services or as permitted under applicable law.
- 2.3 To the extent required by Data Protection Laws, Service Provider certifies that it understands the foregoing restrictions and will comply with them.
- 2.4 Service Provider may provide access to or transfer any Customer Personal Data to any third party (including any affiliates, group companies, or subcontractors) with the consent of Customer.
- 2.5 Service Provider must ensure that it has a written agreement in place with all Sub-processors which contains obligations on the Sub-processor which are no less protective of Customer Personal Data than the obligations on the Service Provider under this Exhibit.