

# Ink Buddy Privacy Policy

*Last updated: **September 1, 2024***

The privacy of your data (and it is your data, not ours) is a big deal to us. In this policy, we lay out: what data we collect and why; how your data is handled; and your rights with respect to your data. We promise **we never sell your data**: never have, never will.

This policy applies to all products built and maintained by Ink Buddy, LLC including ink-buddy.com and any product created and maintained by Ink Buddy, LLC whether delivered within a web browser, desktop application, mobile application, or another format.

This policy applies to our handling of information about site visitors, prospective customers, and customers and authorized users (in relation to their procurement of the services and management of their relationship with Ink Buddy, LLC). We refer collectively to these categories of individuals as "you" throughout this policy.

However, this policy does not cover information about a customer's end users that Ink Buddy, LLC receives from a customer, or otherwise processes on a customer's behalf, in connection with the services provided by Ink Buddy, LLC to the customer pursuant to an applicable services agreement (including the content of messages of customer end users ("End User Communications")). Ink Buddy, LLC processes End User Communications under the instructions of the relevant customer, which is the "data controller" or "business" (or occupies a similar role as defined in applicable privacy laws), as described in the applicable services agreement between such customer and Ink Buddy, LLC. Ink Buddy, LLC's obligations as a "data processor" or "service provider" with respect to such information are defined in any services agreements and any applicable data protection addendums and are not made part of this policy.

If you are a customer's end user and you have questions about how your information is collected and processed through the services, please contact the organization who has provided your information to us for more information.

If you are a California resident, please see our addendum on **California Resident Notice at Collection** at the end of this document, which includes additional disclosures as required by California law.

## **What we collect and why**

Our guiding principle is to collect only what we need. Here's what that means in practice:

### **Identity and access**

When you sign up for a Ink Buddy product, we ask for identifying information such as your name, email address, street address and company name, among other fields. That's so you can personalize your new account, and we can send you product updates and other essential information. We may also send you optional surveys from time to time to help us understand how you use our products and to make improvements. With your consent, we will send you our

newsletter and other updates. We sometimes also give you the option to add a profile picture that displays in our products.

We'll never sell your personal information to third parties, and we won't use your name or company in marketing statements without your permission either.

### **Billing information**

If you sign up for a paid Ink Buddy product, you will be asked to provide your payment information and billing address. Credit card information is submitted directly to our payment processor and doesn't hit Ink Buddy servers. We store a record of the payment transaction, including the last 4 digits of the credit card number, for purposes of account history, invoicing, and billing support. We store your billing address so we can charge you for service, calculate any sales tax due, send you invoices, and detect fraudulent credit card transactions. We occasionally use aggregate billing information to guide our marketing efforts.

### **Product interactions**

We store on our servers the content that you upload or receive or maintain in your Ink Buddy product accounts. This is so you can use our products as intended. We keep this content as long as your account is active. If you delete your account, we'll delete the content within 60 days.

### **General Geolocation data**

For most of our products, we log the full IP address used to sign up a product account and retain that for use in mitigating future spammy signups. We also log all account access by full IP address for security and fraud prevention purposes, and we keep this login data for as long as your product account is active.

### **Website interactions**

We collect information about your browsing activity for analytics and statistical purposes such as conversion rate testing and experimenting with new product designs. This includes, for example, your browser and operating system versions, your IP address, which web pages you visited and how long they took to load, and which website referred you to us. If you have an account and are signed in, these web analytics data are tied to your IP address and user account until your account is no longer active. The web analytics we use are described further in the Advertising and Cookies section.

### **Advertising and Cookies**

Ink Buddy runs contextual ads on various third-party platforms such as Instagram, Google, Reddit, and LinkedIn. Users who click on one of our ads will be sent to the Ink Buddy marketing site. Where permissible under law, we may load an ad-company script on their browsers that sets a third-party cookie and sends information to the ad network to enable evaluation of the effectiveness of our

ads, e.g., which ad they clicked and which keyword triggered the ad, and whether they performed certain actions such as clicking a button or submitting a form.

We also use persistent first-party cookies and some third-party cookies to store certain preferences, make it easier for you to use our applications, and perform A/B testing as well as support some analytics.

A cookie is a piece of text stored by your browser. It may help remember login information and site preferences. It might also collect information such as your browser type, operating system, web pages visited, duration of visit, content viewed, and other click-stream data. You can adjust cookie retention settings and accept or block individual cookies in your browser settings, although our apps won't work and other aspects of our service may not function properly if you turn cookies off.

### **Voluntary correspondence**

When you email Ink Buddy with a question or to ask for help, we keep that correspondence, including your email address, so that we have a history of past correspondence to reference if you reach out in the future.

We also store information you may volunteer, for example, written responses to surveys. If you agree to a customer interview, we may ask for your permission to record the conversation for future reference or use. We will only do so with your express consent.

### **How we approach mobile app permissions**

We offer optional desktop and mobile apps for some of our products. Because of how the platforms are designed, our apps typically must request your consent before accessing contacts, calendar, camera, and other privacy-sensitive features of your device. Consent is always optional and our apps will function without it, though some features may be unavailable. There are a few exceptions, for example:

- Our iOS/Android apps will ask for permission to use push notifications upon first sign-in.

### **When we access or disclose your information**

**To provide products or services you've requested.** We use some third-party subprocessors to help run our applications and provide the Services to you. We also use third-party processors for other business functions such as managing newsletter subscriptions, sending customer surveys, and providing our company storefront.

No Ink Buddy human looks at your content except for limited purposes with your express permission, for example, if an error occurs that stops an automated process from working and requires manual intervention to fix. These are rare cases, and when they happen, we look for root cause solutions as much as possible to avoid them recurring. We may also access your data if required in order to respond to legal process (see "When required under applicable law" below).

**To exclude you from seeing our ads.** Where permissible by law and if you have a Ink Buddy account, we may disclose a one-way hash of your email address with ad companies to exclude you from seeing our ads.

**To help you troubleshoot or squash a software bug, with your permission.** If at any point we need to access your content to help you with a support case, we will ask for your consent before proceeding.

**To investigate, prevent, or take action regarding restricted uses.** Accessing a customer's account when investigating potential abuse is a measure of last resort. We want to protect the privacy and safety of both our customers and the people reporting issues to us, and we do our best to balance those responsibilities throughout the process. If we discover you are using our products for a restricted purpose, we will take action as necessary, including notifying appropriate authorities where warranted.

**Aggregated and de-identified data.** We may aggregate and/or de-identify information collected through the services. We may use de-identified or aggregated data for any purpose, including marketing or analytics.

**When required under applicable law.** Ink Buddy is a U.S. company and all data infrastructure are located in the U.S.

- Requests for user data. Our policy is to not respond to government requests for user data unless we are compelled by legal process or in limited circumstances in the event of an emergency request. However, if U.S. law enforcement authorities have the necessary warrant, criminal subpoena, or court order requiring us to disclose data, we must comply. Likewise, we will only respond to requests from government authorities outside the U.S. if compelled by the U.S. government through procedures outlined in a mutual legal assistance treaty or agreement. It is Ink Buddy's policy to notify affected users before we disclose data unless we are legally prohibited from doing so, and except in some emergency cases.
- Preservation requests. Similarly, Ink Buddy policy is to comply with requests to preserve data only if compelled by the U.S. Federal Stored Communications Act, 18 U.S.C. Section 2703(f), or by a properly served U.S. subpoena for civil matters. We do not disclose preserved data unless required by law or compelled by a court order that we choose not to appeal. Furthermore, unless we receive a proper warrant, court order, or subpoena before the required preservation period expires, we will destroy any preserved copies of customer data at the end of the preservation period.
- If we are audited by a tax authority, we may be required to disclose billing-related information. If that happens, we will disclose only the minimum needed, such as billing addresses and tax exemption information.

Finally, if Ink Buddy is acquired by or merges with another company we'll notify you well before any of your personal information is transferred or becomes subject to a different privacy policy.

**Your rights with respect to your information**

At Ink Buddy, we strive to apply the same data rights to all customers, regardless of their location. Some of these rights include:

- **Right to Know.** You have the right to know what personal information is collected, used, shared or sold. We outline both the categories and specific bits of data we collect, as well as how they are used, in this privacy policy.
- **Right of Access.** This includes your right to access the personal information we gather about you, and your right to obtain information about the sharing, storage, security and processing of that information.
- **Right to Correction.** You have the right to request correction of your personal information.
- **Right to Erasure / “To Be Forgotten”.** This is your right to request, subject to certain limitations under applicable law, that your personal information be erased from our possession and, by extension, from all of our service providers. Fulfillment of some data deletion requests may prevent you from using Ink Buddy services because our applications may then no longer work. In such cases, a data deletion request may result in closing your account.
- **Right to Complain.** You have the right to make a complaint regarding our handling of your personal information with the appropriate supervisory authority.
- **Right to Restrict Processing.** This is your right to request restriction of how and why your personal information is used or processed, including opting out of sale of your personal information. (Again: we never have and never will sell your personal data.)
- **Right to Object.** You have the right, in certain situations, to object to how or why your personal information is processed.
- **Right to Portability.** You have the right to receive the personal information we have about you and the right to transmit it to another part.
- **Right to not Be Subject to Automated Decision-Making.** You have the right to object to and prevent any decision that could have a legal or similarly significant effect on you from being made solely based on automated processes. This right is limited if the decision is necessary for performance of any contract between you and us, is allowed by applicable law, or is based on your explicit consent.
- **Right to Non-Discrimination.** We do not and will not charge you a different amount to use our products, offer you different discounts, or give you a lower level of customer service because you have exercised your data privacy rights. However, the exercise of certain rights may, by virtue of your exercising those rights, prevent you from using our Services.

Many of these rights can be exercised by signing in and updating your account information. Please note that certain information may be exempt from such requests under applicable law. For example, we need to retain certain information in order to provide our services to you.

In some cases, we also need to take reasonable steps to verify your identity before responding to a request, which may include, at a minimum, depending on the sensitivity of the information you are

requesting and the type of request you are making, verifying your name and email address. If we are unable to verify you, we may be unable to respond to your requests. If you have questions about exercising these rights or need assistance, please contact us at support@ink-buddy.com or at Ink Buddy, LLC, 7857 Heritage Dr, Suite 330, Annandale, VA 22003 USA. If an authorized agent is corresponding on your behalf, we will need written consent with a signature from the account holder before proceeding.

Depending on applicable law, you may have the right to appeal our decision to deny your request, if applicable. We will provide information about how to exercise that right in our response denying the request. You also have the right to lodge a complaint with a supervisory authority. If you are in the EU or UK, you can contact your data protection authority to file a complaint or learn more about local privacy laws.

### **How we secure your data**

All data is encrypted via **SSL/TLS** when transmitted from our servers to your browser. The database backups are also encrypted. In addition, we go to great lengths to secure your data at rest.

Most data are not encrypted while they live in our database (since they need to be ready to send to you when you need them).

### **What happens when you delete content in your product accounts**

In many of our applications, we give you the option to trash content. Anything you trash in your product accounts while they are active will be kept in an accessible trash can for about 25 days (it varies a little by product). After that time, the trashed content cannot be accessed via the application and we are not able to retrieve it for you. The trashed content may remain on our active servers for another 30 days, and copies of the content may be held in backups of our application databases for up to another 30 days after that. Altogether, any content trashed in your product accounts should be purged from all of our systems and logs within 90 days.

If you choose to cancel your account, your content will become immediately inaccessible and should be purged from our systems in full within 60 days. This applies both for cases when an account owner directly cancels and for auto-canceled accounts. Please refer to our **Cancellation policy** for more details.

### **Data retention**

We keep your information for the time necessary for the purposes for which it is processed. The length of time for which we retain information depends on the purposes for which we collected and use it and your choices, after which time we may delete and/or aggregate it. We may also retain and use this information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. Through this policy, we have provided specific retention periods for certain types of information.

### **Location of site and data**

Our products and other web properties are operated in the United States. If you are located in the European Union, UK, or elsewhere outside of the United States, **please be aware that any**

**information you provide to us will be transferred to and stored in the United States.** By using our websites or Services and/or providing us with your personal information, you consent to this transfer.

### **When transferring personal data from the EU**

The European Data Protection Board (EDPB) has issued guidance that personal data transferred out of the EU must be treated with the same level of protection that is granted under EU privacy law. UK law provides similar safeguards for UK user data that is transferred out of the UK. Accordingly, Ink Buddy has adopted a data processing addendum with Standard Contractual Clauses to help ensure this protection.

There are also a few ad hoc cases where EU personal data may be transferred to the U.S. in connection with Ink Buddy's operations, for instance, if an EU user signs up for our newsletter or participates in one of our surveys or buys swag from our company online store. Such transfers are only occasional and data is transferred under the Article 49(1)(b) derogation under GDPR and the UK version of GDPR.

### **Changes and questions**

We may update this policy as needed to comply with relevant regulations and reflect any new practices

Have any questions, comments, or concerns about this privacy policy, your data, or your rights with respect to your information? Please get in touch by emailing us at **support@ink-buddy.com** and we'll be happy to try to answer them!

## Ink Buddy

### California Resident Notice at Collection

If you are a California resident, the California Consumer Privacy Act, as amended by the California Privacy Rights Act of 2020 (“**CCPA**”), requires us to provide some additional information to California residents. This Section only applies to you if you are a California resident, although please note that this information and the rights afforded herein are the same as offered to our other users in our main Privacy Policy. This Section does not apply to personal information we collect from our employees and job applicants in their capacity as employees and job applicants, as such information practices are described in separate policies.

The following chart details these activities:

<b>Category of personal information</b>	<b>Purposes of use</b>	<b>Categories of Third Parties to Which We Discloses this Personal Information</b>	<b>Categories of Third Parties to Which We "Share" and "Sell" this Personal Information for Advertising/ Analytics Purposes</b>
Contact information (such as your full name, phone number, email address)	Provide the Services; Communicate with you; Analyze use of and improve the services; With your consent; Comply with law or defend our legal rights; Security/fraud prevention	Affiliated entities; Service providers; Entities for legal purposes	We do not share/sell
Customer service interaction information (including optional surveys and when you ask for help)	Provide the Services; Communicate with you; Analyze use of and improve the services; With your consent; Comply with law or defend our legal rights; Security/fraud prevention	Affiliated entities; Service providers; Entities for legal purposes	We do not share/sell
Product interaction information	Provide the Services; Communicate with you; Analyze use of and improve the services; With your consent; Comply with law or	Affiliated entities; Service providers; Entities for legal purposes	We do not share/sell



<b>Category of personal information</b>	<b>Purposes of use</b>	<b>Categories of Third Parties to Which We Discloses this Personal Information</b>	<b>Categories of Third Parties to Which We "Share" and "Sell" this Personal Information for Advertising/ Analytics Purposes</b>
	defend our legal rights; Security/fraud prevention		
Internet network and device information (such as mobile device information, IP address, and information about your interaction with the services)	Provide the Services; Analyze use of and improve the services; With your consent; Comply with law or defend our legal rights; Security/fraud prevention	Affiliated entities; Service providers; Entities for legal purposes;	We do not share/sell
Login information (such as your username and password)	Provide the Services; Comply with law or defend our legal rights; Security/fraud prevention; Comply with law or defend our legal rights	Affiliated entities; Service providers; Entities for legal purposes	We do not share/sell
Professional or employment information (such as the name and address of the company you work for and your title)	Provide the Services; Communicate with you; Analyze use of and improve the services; With your consent; Comply with law or defend our legal rights; Security/fraud prevention	Affiliated entities; Service providers; Entities for legal purposes;	We do not share/sell
Other information (any other information you choose to provide directly to us, including optional profile photos)	Provide the Services; Communicate with you; Analyze use of and improve the services; With your consent; Comply with law or defend our legal rights; Security/fraud prevention	Affiliated entities; Service providers; Entities for legal purposes;	We do not sell/share

For more information about each category of personal information, purpose of use, and third parties to which we disclose personal information, please see the "What we collect and why," and "When we access or disclose you information" sections of our Privacy Policy.

**Your Choices Regarding “Sharing” and “Selling”:** You have the right to opt out of our sale/sharing of your personal information for purposes of online analytics and advertising. Currently, we do not sell or share your data as defined by the CCPA and we have not done so over the past 12 months from the effective date of this Privacy Policy.

**Other CCPA Rights.** If we ever offer any financial incentives in exchange for your personal information, we will provide you with appropriate information about such incentives.

The CCPA also allows you to limit the use or disclosure of your “sensitive personal information” (as defined in the CCPA) if your sensitive personal information is used for certain purposes. Please note that we do not use or disclose sensitive personal information other than for business purposes for which you cannot opt out under the CCPA.

Please see the “Your rights with respect to your information” section of our Policy above for information about the additional rights you have with respect to your personal information under California law and how to exercise them.

Retention of Your Personal Information. Please see the “Retention Of Your Information” section below our Privacy Policy for more information.

### **Shine the Light Disclosure**

The California "Shine the Light" law gives residents of California the right under certain circumstances to request information from us regarding the manner in which we disclose certain categories of personal information (as defined in the Shine the Light law) with third parties for their direct marketing purposes. We currently do not disclose your personal information to third parties for their own direct marketing purposes.

# **Ink Buddy Data Processing Addendum**

Last updated: **September 1, 2024**

This Data Processing Addendum together with its Schedules and Appendices (“DPA”) forms a part of the Ink Buddy Terms of Service and Privacy Policy, both as updated from time to time, or other applicable agreement between Ink Buddy LLC (“Ink Buddy”) and the customer (“Customer”) identified in such agreement (“Agreement”) for the use of Ink Buddy’s online services (“Services”). All capitalized terms not defined herein shall have the meaning set forth in the Agreement. To the extent of any conflict between this DPA, any previously executed data processing addendum, and the Agreement, this DPA will govern. In the event of any conflict or inconsistency between the body of this DPA on the one hand, and the UK Addendum and/or Standard Contractual Clauses (as applicable) on the other, the UK Addendum and/or Standard Contractual Clauses (as applicable) shall prevail. Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, on behalf of Customer’s Authorized Affiliates. For the purposes of this DPA only, “Customer” shall include Customer and Authorized Affiliates.

This DPA reflects the parties’ agreement with regard to the Processing of Personal Data. In the course of providing the Services to Customer pursuant to the Agreement, Ink Buddy may process Personal Data on behalf of Customer, and the Parties agree to comply with the following provisions with respect to any Personal Data.

## **DATA PROCESSING TERMS**

### **1. DEFINITIONS**

“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.

“Authorized Affiliate” means any of Customer’s Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, (b) is permitted to use the Services pursuant to the Agreement between Customer and Ink Buddy but has not signed its own Agreement with Ink Buddy and is not a “Customer” as defined under the Agreement, and (c) qualifies as a Controller of Personal Data Processed by Ink Buddy.

“Controller” means the entity which determines the purposes and means of the Processing of Personal Data, and includes “business” as defined in the CCPA.

“Customer Data” means what is described in the Ink Buddy Privacy Policy, as “your data”, “your information” or similar terms.

“Data Protection Laws and Regulations” means all laws and regulations applicable to the Processing of Personal Data under the Agreement, including, to the extent applicable, laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom including the General Data Protection Regulation, Regulation (EU) 2016/679 (“GDPR”); the Swiss Federal Act on Data Protection (“FADP”); the United Kingdom Data Protection Act of 2018 (“UK GDPR”); and the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. and associated regulations and amendments, including, when effective, the California Privacy Rights Act amendments (“CCPA”) and the privacy laws of other U.S. states (collectively, “U.S. Privacy Laws”).

“Data Subject” means the identified or identifiable person to whom Personal Data relates.

“End Users” means Customer’s end users such as employees, contractors, “clients” as that term is used in Ink Buddy, or others that Customer invites to use a Ink Buddy Service via Customer’s account.

“Personal Data” means any information that is Customer Data and that relates to (i) an identified or identifiable natural person and/or (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data under applicable Data Protection Laws and Regulations).

“Processing” (including its various forms) means any operation or set of operations which is performed upon 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.

“Processor” means the entity that Processes Personal Data on behalf of the Controller and includes a “service provider” as defined under the CCPA.

“Security, Privacy and Architecture Documentation” means Ink Buddy’s security overview and security documentation made reasonably available by Ink Buddy.

“Standard Contractual Clauses” means the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, located at [http://data.europa.eu/eli/dec\\_impl/2021/914/oj](http://data.europa.eu/eli/dec_impl/2021/914/oj), and completed as set forth in Section 11 below.

“Subprocessor” means any Processor engaged by Ink Buddy.

“Supervisory Authority” means an independent public authority that is established by an EEA State pursuant to the GDPR, the UK’s Information Commissioner’s Office and/or the Swiss Federal Data Protection and Information Commissioner.

"UK Addendum" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (available as of the Effective Date at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>).

## **2. PROCESSING OF PERSONAL DATA**

2.1 Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is either a Controller or Processor of Personal Data and Ink Buddy is a Processor.

2.2 Customer's Processing of Personal Data. Customer shall, in its use of the Services:

2.2.1 Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations;

2.2.2 have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquires Personal Data;

2.2.3 have provided adequate notices to, and obtained valid consents from, any Data Subjects relating to the Processing (including the disclosure) of Personal Data by Customer and, as applicable, to cross-border transfers of such Personal Data; and 2.2.4 shall not, by act or omission, cause Ink Buddy to violate any Data Protection Laws and Regulations, or notices provided to or consents obtained from Data Subjects as result of Processing the Personal Data.

2.3 Ink Buddy's Processing of Personal Data.

2.3.1 Ink Buddy shall treat Personal Data as confidential information and shall only Process Personal Data: (1) to fulfill its obligations to Customer under the Agreement, including this DPA; (2) on behalf of Customer and in accordance with Customer's documented instructions; and (3) in compliance with Data Protection Laws and Regulations. This DPA and the Agreement are Customer's complete and final documented instructions to Ink Buddy for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of the UK Addendum and/or Standard Contractual Clauses (as applicable), the following is deemed an instruction by the Customer to process Personal Data: (i) Processing in accordance with the Agreement; (ii) Processing initiated by Customer and/or its End Users in their use of the Services; and (iii) Processing to comply with other reasonable documented instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement and this DPA.

2.3.2 The subject matter of Processing of Personal Data by Ink Buddy is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, and the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 1.

2.3.3 Without prejudice to section 2.3.1, Ink Buddy shall:

i. Not "sell" Personal Data or "share" Personal Data for purposes of "cross-context behavioral advertising" or "targeted advertising" as such terms are defined under U.S. Privacy Laws;

- ii. Not attempt to (a) re-identify any pseudonymized, anonymized, aggregate, or de-identified Personal Data or (b) link or otherwise create a relationship between Customer Data and any other data, without Customer's express authorization;
- iii. Not retain, use, or disclose Personal Data outside of the direct business relationship between Customer and Ink Buddy;
- iv. Comply with any applicable restrictions under U.S. Privacy Laws on combining Personal Data with personal data that Ink Buddy receives from, or on behalf of, another person or persons, or that the Ink Buddy collects from any interaction between it and a data subject; and v. Immediately notify Customer if Ink Buddy determines that (a) it can no longer meet its obligations under this DPA or Data Protection Laws and Regulations; (b) it has breached this DPA; or (c) in Ink Buddy's opinion, an instruction from Customer infringes Data Protection Laws and Regulations.

2.3.4 Ink Buddy shall promptly notify Customer of any government requests for access to or information about Ink Buddy's Processing of Personal Data on Customer's behalf unless prohibited by Data Protection Laws and Regulations. Ink Buddy will provide Customer with reasonable cooperation and assistance in relation to any such request. If Ink Buddy is prohibited by applicable Data Protection Laws and Regulations from disclosing the details of a government request to Customer, Ink Buddy shall inform Customer that it can no longer comply with Customer's instructions under this DPA without providing more details and await Customer's further instructions. Ink Buddy shall use all available legal mechanisms to challenge any demands for data access through national security process that it receives, as well as any non-disclosure provisions attached thereto.

2.3.5 Ink Buddy shall provide reasonable assistance to and cooperation with Customer for Customer's performance of a data protection impact assessment of Processing or proposed Processing of Personal Data, when required by applicable Data Protection Laws and Regulations, and at Customer's reasonable expense.

2.3.6 Ink Buddy shall provide reasonable assistance to and cooperation with Customer for Customer's consultation with regulatory authorities in relation to the Processing or proposed Processing of Personal Data, including complying with any obligation applicable to Ink Buddy under Data Protection Laws and Regulations to consult with a regulatory authority in relation to Ink Buddy's Processing or proposed Processing of Personal Data. 2.3.7 Ink Buddy certifies that it understands its obligations under this DPA (including without limitation the restrictions under Section 2) and that it will comply with them.

### **3. DATA SUBJECT REQUESTS**

Ink Buddy shall, to the extent legally permitted, promptly notify Customer if Ink Buddy receives a request from a Data Subject to exercise the Data Subject's rights related to Personal Data under Data Protection Laws and Regulations, including the right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability; to object to the Processing, or to assert its right not to be subject to an automated individual decision making process ("Data Subject Request"). Taking into account the nature of the Processing, Ink Buddy shall

assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Ink Buddy shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Ink Buddy is legally permitted to do so and the response is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Ink Buddy's provision of such assistance.

#### **4. INK BUDDY PERSONNEL**

4.1 Confidentiality. Ink Buddy 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. Ink Buddy shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

4.2 Reliability. Ink Buddy shall take commercially reasonable steps to ensure the reliability of any Ink Buddy personnel engaged in the Processing of Personal Data.

4.3 Limitation of Access. Ink Buddy shall ensure that Ink Buddy's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

4.4 Questions. For questions about this DPA or any other privacy matters, please send an email to **support@ink-buddy.com**.

#### **5. SUBPROCESSORS**

5.1 Appointment of Subprocessors. Customer acknowledges and agrees that Ink Buddy may engage third-party Subprocessors in connection with the provision of the Services. Ink Buddy has entered into a written agreement with each Subprocessor containing data protection obligations not less protective than those in this DPA with respect to the protection of Personal Data, to the extent such is applicable to the nature of the Services provided by such Subprocessor.

5.2 List of Current Subprocessors and Notification of New Subprocessors. Ink Buddy shall make available to Customer the current list of Subprocessors for the Ink Buddy Services on Ink Buddy's website. Ink Buddy shall provide notification to the Customer of a new Subprocessor(s) before authorizing any new Subprocessor(s) to Process Personal Data in connection with the provision of the applicable Services. Customers must subscribe to the Ink Buddy Subprocessor Github page for notification of Subprocessor changes.

5.3 Objection Right for New Subprocessors. Customer may object to Ink Buddy's use of a new Subprocessor by notifying Ink Buddy promptly in writing within ten (10) business days after receipt

of Ink Buddy's notice of a new Subprocessor in accordance with Section 5.2. In the event Customer objects to a new Subprocessor, Ink Buddy may, at its option, use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration

or use of the Services to avoid Processing of Personal Data by the new Subprocessor without unreasonably burdening the Customer. If Ink Buddy is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate with written notice to Ink Buddy the applicable Agreement solely with respect to Services that cannot be provided by Ink Buddy without use of the new Subprocessor. As of the effective date of termination, Ink Buddy will refund Customer any prepaid fees such terminated Services covering the remainder of the term and will not penalize Customer for such termination.

## **6. SECURITY**

6.1 Controls for the Protection of Personal Data. Ink Buddy shall maintain appropriate technical and organizational measures to protect the security (including protection against unauthorized or unlawful Processing; accidental or unlawful destruction, loss or alteration or damage; or unauthorized disclosure of, or access to, Personal Data), confidentiality, and integrity of Personal Data, as set forth in the Security, Privacy and Architecture Documentation. Ink Buddy will not materially decrease the overall security of the Services during a subscription term.

6.2 Third-Party Certifications and Audits. Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, Ink Buddy shall make available to Customer a copy of Ink Buddy's then most recent third-party audits or certifications, as applicable; provided, however, that this provision shall not apply if Customer or Customer's independent, third-party auditor is a competitor of Ink Buddy.

6.3 Unauthorized Processing of Personal Data. Customer retains the right to take reasonable and appropriate steps to stop and remediate unauthorized Processing of Personal Data, including any Processing of Personal Data not authorized in this DPA.

## **7. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION**

Ink Buddy maintains security incident management policies and procedures specified in the Security, Privacy and Architecture Documentation and the Agreement. Ink Buddy shall notify Customer without undue delay, and in compliance with Data Protection Laws and Regulations, after becoming aware of the accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of, or access to, Personal Data transmitted, stored, or otherwise Processed by Ink Buddy or its Subprocessors (a "Personal Data Incident"). Ink Buddy shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as Ink Buddy deems



necessary and reasonable in order to remediate the cause of such a Personal Data Incident to the extent the remediation is within Ink Buddy's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's End Users.

## **8. RETURN AND DELETION OF PERSONAL DATA**

Upon termination of the Agreement, Ink Buddy shall return Personal Data to Customer and, to the extent allowed by applicable law, delete Personal Data in accordance with the procedures and timeframes specified in the Security, Privacy and Architecture Documentation.

## **9. AUTHORIZED AFFILIATES**

9.1 Contractual Relationship. Each Authorized Affiliate agrees to be bound by the terms of this DPA and, to the extent applicable, the Agreement. Further, all access to and use of the Services by Authorized

Affiliates must comply with the terms and conditions of the Agreement, and any violation of the terms and conditions of the Agreement by an Authorized Affiliate shall be deemed a violation by Customer. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the Agreement by Customer entering into this DPA, and is only a party to the DPA.

9.2 Communication. Customer shall remain responsible for coordinating all communication with Ink Buddy under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

9.3 Rights of Authorized Affiliates. Where an Authorized Affiliate becomes a party to the DPA with Ink Buddy, it shall, to the extent required under applicable Data Protection Laws and Regulations, be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

9.3.1 Except where applicable Data Protection Laws and Regulations require that the Authorized Affiliate exercise a right or seek any remedy under this DPA against Ink Buddy directly by itself, the parties agree that (a) only Customer shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and that (b) Customer shall exercise any such rights under this DPA in a combined manner for all of its Authorized Affiliates together (as set forth, for example, in Section 9.3.2, below), not separately for each Authorized Affiliate individually.

9.3.2 The parties agree that Customer shall, when carrying out an on-site audit of the procedures relevant to protecting Personal Data, take all reasonable measures to limit any impact on Ink Buddy and its Subprocessors by combining, to the extent reasonably possible, several audit requests carried out on behalf of different Authorized Affiliates in one single audit.

## **10. LIMITATION OF LIABILITY**

To the extent permitted under applicable Data Protection Laws and Regulations, each party's and all of its Affiliates' liability arising out of or related to this DPA and all DPAs between Authorized Affiliates and Ink Buddy, whether in contract, tort or under any other theory of liability, is subject to the limitations of liability set forth in the Agreement, and such limitations apply to the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together. For the avoidance of doubt, Ink Buddy's and its Affiliates' total liability for all claims from the Customer and all of its Authorized Affiliates arising out of or related to the Agreement and each DPA shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA.

## **11. INTERNATIONAL DATA TRANSFERS**

11.1 Subject to the additional terms in Schedule 1, Ink Buddy makes available the Standard Contractual Clauses and the UK Addendum, which shall apply to any transfers of Personal Data under this DPA from the European Economic Area and/or their member states and Switzerland, and the United Kingdom, respectively, 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, to the extent such transfers are made in connection with the Processing of Personal Data under the DPA and are subject to such Data Protection Laws and Regulations.

11.2 To the extent legally required, by signing the Agreement, Customer and Ink Buddy are deemed to have signed the Standard Contractual Clauses, which form part of this DPA and (except as described in Section 11.4 and 11.5 below) will be deemed completed as follows:

11.2.1 Module 2 of the Standard Contractual Clauses applies to transfers of Personal Data from Customer (as a controller) to Ink Buddy (as a processor) and Module 3 of the Standard Contractual Clauses applies to transfers of Personal Data from Customer (as a processor) to Ink Buddy (as a processor);

11.2.2 Clause 7 (the optional docking clause) is included;

11.2.3 Under Clause 9 (Use of sub-processors), the Parties select Option 2 (General written authorization);

11.2.4 Under Clause 11 (Redress), the optional language requiring that Data Subjects be permitted to lodge a complaint with an independent dispute resolution body shall not be deemed to be included;

11.2.5 Under Clause 17 (Governing law), the Parties choose Option 1 (the law of an EU Member State that allows for third-Party beneficiary rights). The Parties select the laws of Ireland;

11.2.6 Under Clause 18 (Choice of forum and jurisdiction), the Parties select the courts of Ireland;

11.2.7 Annex I(A) and I(B) (List of Parties) is completed as set forth in Schedule 1;

11.2.8 Under Annex I(C) (Competent supervisory authority), the Parties shall follow the rules for identifying such authority under Clause 13 and, to the extent legally permissible, select the Irish Data Protection Commission;

11.2.9 Annex II (Technical and organizational measures) is completed with Schedule 1 of this DPA; and 11.2.10 Annex III (List of subprocessors) is not applicable as the Parties have chosen General Authorization under Clause 9.

11.3 With respect to Personal Data transferred from the United Kingdom for which United Kingdom law (and not the law in any European Economic Area jurisdiction or Switzerland) governs the international nature of the transfer, the UK Addendum forms part of this DPA and takes precedence over the rest of this DPA as set forth in the UK Addendum. Undefined capitalized terms used in this provision shall

mean the definitions in the UK Addendum. For purposes of the UK Addendum, they shall be deemed completed as follows: (a) the Parties' details shall be the Parties and their affiliates to the extent any of them is involved in such transfer; (b) the Key Contacts shall be the contacts set forth in Schedule 1; (c) the Approved Standard Contractual Clauses referenced in Table 2 shall be the Standard Contractual Clauses as executed by the Parties; (d) either Party may end this DPA as set out in Section 19 of the UK Addendum; and (e) by entering into the Agreement, the Parties are deemed to be signing the UK Addendum.

11.4 For transfers of Personal Data that are subject to the FADP, the Standard Contractual Clauses form part of this DPA as set forth in Section 7(b) of this DPA, but with the following differences to the extent required by the FADP: (1) references to the GDPR in the Standard Contractual Clauses are to be understood as references to the FADP insofar as the data transfers are subject exclusively to the FADP and not to the GDPR; (2) references to personal data in the Standard Contractual Clauses also refer to data about identifiable legal entities until the entry into force of revisions to the FADP that eliminate this broader scope; (3) the term "member state" in Standard Contractual Clauses shall not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the Standard Contractual Clauses; and (4) the relevant supervisory authority is the Swiss Federal Data Protection and Information Commissioner (for transfers subject to the FADP and not the GDPR), or both such Commissioner and the supervisory authority identified in the Standard Contractual Clauses (where the FADP and GDPR apply, respectively)

11.5 Copies of Subprocessor Agreements. The parties agree that copies of the Subprocessor agreements that must be provided by Ink Buddy to Customer pursuant to the applicable Standard Contractual Clauses or Controller to Processor Clauses, or Processor to Processor Clauses may have all commercial information or clauses unrelated to the applicable Standard Contractual Clauses, Controller to Processor Clauses, or Processor to Processor Clauses removed by Ink Buddy beforehand; and, that such copies will be provided by Ink Buddy, in a manner to be determined in its discretion, only upon request by Customer.

11.6 Processor to Processor Clauses. For purposes of the Processor to Processor Clauses, Customer agrees that it is unlikely that Ink Buddy will know the identity of Customer's Controller(s) because Ink Buddy

does not have a direct relationship with such Controller(s). Therefore, Customer will fulfill any and all of Ink Buddy's obligations to Customer's Controller(s) under the Processor to Processor Clauses.

11.7 Audits and Certifications. The parties agree that the audits described in the UK Addendum and/or Standard Contractual Clauses (as applicable) shall be carried out in accordance with Section 6.2 of the DPA.

11.8 Certification of Deletion. The parties agree that the certification of deletion of Personal Data that is described in the UK Addendum and/or Standard Contractual Clauses (as applicable) shall be provided by Ink Buddy to Customer only upon Customer's request.

## **SCHEDULE 1**

### **ANNEX I**

#### **A. LIST OF PARTIES**

Data exporter(s):

Name: The entity identified as Customer in the DPA or such other agreement between Ink Buddy and Customer

Address: The Address for the Customer associated with the Ink Buddy account

Contact person's name, position and contact details: The contact details associated with the Ink Buddy Account Activities relevant to the data transferred under these Clauses: The activities specified in the DPA Signature and date: By using Ink Buddy's services to transfer data to Third Countries, the exporter will be deemed to have signed Annex 1 Role (controller/processor): Controller, or in some instances Processor

Data importer(s):

Name: Ink Buddy LLC

Address: 7857 Heritage Dr, Suite 330, Annandale, VA 22003 - USA

Activities relevant to the data transferred under these Clauses: Ink Buddy is a cloud- based software-as-a-service provider of collaboration and communication software which processes personal data upon the instruction of the data exporter in accordance with the terms of the agreement between the data exporter and Ink Buddy.

Signature and date: By processing the data exporter's data on data exporter's instructions, the data importer will be deemed to have signed this Annex I Role (controller/processor): Processor

#### **B. DESCRIPTION OF TRANSFER**

Categories of data subjects whose personal data is transferred Data exporter and/or data subjects (as directed by data exporter), may submit personal data to the Services concerning the following categories of data subjects:

- Prospects, customers business partners and vendors (who are natural persons) of data exporter;
- Employees or contact persons of data exporter's prospects, customers, business partners and vendors;
- Employees, agents, advisors, independent contractors, members and/or freelancers of data exporter;

and/or

- Other categories of data subjects as expressly determined by the data exporter. Categories of personal data transferred Data exporter and/or data subjects (as directed by data exporter) may submit personal data to the Services, the type, extent and detail of which is determined and controlled by the data exporter and/or the data subject in its sole discretion.

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 specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures. Data exporter and/or data subjects (as directed by data exporter) may submit Sensitive Data to the Services, the type, extent and detail of which is determined and controlled by the data exporter and/or the data subject in its sole discretion. Ink Buddy takes the security and privacy of data very seriously. The restrictions and safeguards that apply to all Personal Data, including any Sensitive Data, can be found in Ink Buddy's Privacy Policy. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis). Data exporter and/or data subjects (as directed by data exporter) may submit personal data to the Services either once, or on a continuous basis (for example by making changes to personal data) as determined and controlled by the data exporter and/or the data subject in its sole discretion.

### **Nature of the processing**

Ink Buddy processes personal data only as necessary to perform the Services and only performs the type(s) of processing as instructed by the data exporter and/or data subject and only pursuant to the Agreement, the DPA and these Clauses.

### **Purpose(s) of the data transfer and further processing**

The purposes of the processing are determined solely by the data exporter and/or data subject in its sole discretion.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period Subject to any other terms allowing or requiring longer retention, and subject

to Ink Buddy's normal data retention policies, Ink Buddy only processes personal data for the duration of the Agreement, unless the data is deleted prior thereto by the data exporter and/or data subject.

For transfers to (sub-)processors, also specify subject matter, nature and duration of the processing Ink Buddy transfers Personal Data to Sub-processors as set forth in Ink Buddy's Privacy Policy.

### **C. COMPETENT SUPERVISORY AUTHORITY**

Identify the competent supervisory authority/ies in accordance with Clause 13 The competent supervisory authority will be determined in accordance with the GDPR and where possible, will be the Irish Data Protection Commissioner.

### **ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

The various measures we take 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, can be found in Ink Buddy's Privacy Policy, as updated from time to time.

Ink Buddy establishes data processing agreements with all of its sub-processors that handle personal data, which require those sub-processors to adhere to the same, if not more stringent requirements, as Ink Buddy.