

## **Data Processing Agreement**

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This Data Processing Agreement (“**DPA**”) is part of the Terms of Use (“**TOU**”) and intends to define the possible relationships between the Controller and the Processor to ensure the processing of personal data in the context of the TOU is carried out in compliance with applicable laws and regulations, as per Article 28 of GDPR.

In case of inconsistency or conflict of interpretation between the TOU and this DPA, the TOU shall prevail.

### **1. DEFINITIONS AND QUALIFICATIONS**

The terms defined in the TOU shall have the meaning assigned therein.

Except where explicitly stated otherwise in this DPA, the terms “**Controller**”, “**Data Breach**”, “**Data Subjects**”, “**Data Supervisory Authority**”, “**Personal Data**”, “**Processing**” and “**Processor**” shall have the same meaning in this DPA as in the General Data Protection Regulation 2016/679 (“**GDPR**”). The terms defined in the General Terms & Conditions shall have the meaning assigned therein.

Besides, the following terms shall have the following meanings:

- “**Applicable Data Protection Laws**” means the General Data Protection Regulation (EU) 2016/679 of 27 April 2016 (“**GDPR**”) and all and any domestic data protection laws of European Union (“**EU**”) Member States.
- “**Instruction**” means any documented instruction issued by a controller to its processor to perform action relating to Personal Data, such as anonymization, deidentification, deletion, availability, etc.
- “**Third Country**”: means any country that is not part of the European Economic Area.

For all and any Processing carried out in the context of execution of the TOU, the Parties hereby expressly recognize that the User is the Controller and WEGLOT is a Processor.

### **2. SCOPE OF ENTRUSTED PROCESSING ACTIVITIES**

For the performance of its services following the TOU, the User hereby authorizes WEGLOT to carry out Processing of personal data as specified hereinafter (“**Entrusted Processing Activities**”):

- **Purpose of Entrusted Processing Activities:** providing the Services described in the TOU .
- **Categories of personal data processed (“Entrusted Personal Data”):** all and any Personal Data contained in User’s Content and/or Translated Content hosted by WEGLOT.
- **Categories of Data Subjects:** all and any living natural persons identified or identifiable, directly or indirectly, through Entrusted Personal Data.
- **Nature of Entrusted Processing Activities:** all and any processing activities necessary to provide the Services, including, but not limited to, collection of Entrusted Personal Data from the User and hosting of Entrusted Personal Data.
- **Duration of Entrusted Processing Activities:** this DPA is entered into and will remain in force until complete deletion/return of all Entrusted Personal Data to User.

WEGLOT shall inform by any means it deems appropriate the User of any change in the conditions of performance of its activities which may modify or otherwise impact in any way the specifications of Entrusted Processing Activities as described under this Article 2.

### **3. USER'S OBLIGATIONS**

User, as Controller, is the sole responsible for the lawfulness of Entrusted Processing Activities and of its own instructions with regard to Applicable Data Protection Laws, including in particular principles and obligations relating to (i) accuracy and minimization of Personal Data, (ii) legal basis of Entrusted Processing Activities, (iii) information of Data Subjects.

User is the sole responsible for answering Data Subjects' requests for exercise of their rights, as applicable under Applicable Data Protection Laws.

### **4. WEGLOT'S OBLIGATIONS**

#### **4.1. Processing on User's Instructions**

WEGLOT, as Processor, shall process the Entrusted Personal Data upon the User's documented Instructions only, unless otherwise provided by EU or domestic law, which WEGLOT shall notify to the User, unless that law prohibits such information on important grounds of public interest.

The Parties recognize that this DPA, and the TOU in general, are User's documented instructions for the purpose of this Article 4.1.

#### **4.2. WEGLOT's assistance to User**

If applicable, WEGLOT shall take appropriate steps to assist the User in complying with the User's GDPR obligations set forth in articles 12 and articles 32 to 36 of the GDPR.

Such assistance shall be conditional on the User not being able to fulfil the respective obligations by its own means, as well as on WEGLOT's own skills, means, availabilities and resources.

WEGLOT shall redirect any request received from a Data Subject to the User and shall in no case answer any such request by itself.

#### **4.3. Security of Entrusted Processing Activities**

WEGLOT shall take appropriate technical, logical and organizational measures so as to ensure adequate security of Entrusted Personal Data with regard to (i) the then-current state of the art and (ii) a reasonable assessment of the level of risk of Entrusted Processing Activities as described and/or in User's documented Instructions.

#### **4.4. Confidentiality of Entrusted Personal Data**

WEGLOT shall take appropriate measures to limit access to Entrusted Personal Data to the sole persons among its employees and own Processors who need to access it to perform their missions to execute the TOU ("**Authorized Recipients**").

Authorized Recipients shall be bound by appropriate confidentiality obligations with regard to Entrusted Personal Data.

In case WEGLOT is ordered by any jurisdiction, authority, administration or other public agent ("**Authority**") to provide access to Entrusted Personal Data, WEGLOT shall take appropriate

measures to secure confidentiality of Entrusted Personal Data and notify such communication order to User.

In any case, should the disclosure of Entrusted Personal Data to the Authority involve the transferring Entrusted Personal Data to a Third Country, WEGLOT shall promptly inform the User.

#### 4.5. Compliance checks

WEGLOT shall make available to User, upon User's reasonable request, with appropriate evidence of its compliance with this DPA and Applicable Data Protection Laws. If such evidences were proven not being sufficient for User, WEGLOT shall authorize User to conduct, personally or through a chosen third party ("**Third-Party Auditor**"), an audit of Entrusted Processing Activities to verify WEGLOT's compliance with this DPA and Applicable Data Protection Laws under terms to be agreed by the Parties.

All and any information accessed by the User and/or a Third-Party Auditor under this Article 4.5 shall be deemed WEGLOT's Proprietary Information as per the TOU.

#### 4.6. Data Breaches

In case of a Data Breach occurring on WEGLOT's own processing means and involving Entrusted Personal Data, WEGLOT shall (i) promptly notify the User and provide it with appropriate information regarding that Data Breach, and (ii) shall take and/or propose to User appropriate measures in order to identify the origin, the nature, the scope and the consequences of the Data Breach, to remedy the Data Breach and to limit or neutralize the consequences of the Data Breach.

#### 4.7. Sub-processing

WEGLOT may subcontract all or part of Entrusted Processing Activities to other Processors that offer appropriate guarantees for compliance of Entrusted Processing Activities with Applicable Data Protection Laws ("**Sub-Processors**") detailed in the list accessible here: <https://trust.weglot.com/>

Should WEGLOT wish to add or replace one of those Sub-Processors the User may object to that change within thirty (30) days from the notice of intent to change provided by WEGLOT to User, based on compelling grounds relating to the security of Entrusted Personal Data and/or compliance with Applicable Data Protection Laws. WEGLOT may lawfully proceed with the change in the absence of such objection. Any disagreement between User and WEGLOT on the objection's grounds following such objection, User shall terminate the TOU for convenience.

In any case, Sub-Processors shall commit to obligations equivalent to the ones imposed on WEGLOT under this DPA and engage their own Processors under the conditions set forth in this Article.

#### 4.8. Transfers to Third Countries

WEGLOT shall favour hosting of Entrusted Personal Data within the European Economic Area, unless specifically instructed otherwise by the User based on specific laws and regulations to which User is subject. Any additional costs resulting from such instructions shall be charged to User at real cost.

#### 4.9. [Deletion/return of Entrusted Personal Data](#)

At the end of the TOU, WEGLOT shall make Entrusted Personal Data available to the User and delete it, within the timeframe of the TOU termination.

Such deletion mechanism shall apply except to the extent that WEGLOT is required by Applicable Data Protection Laws or any applicable law to retrain some or all of the Entrusted Personal Data.

### 5. [LIABILITY](#)

#### 5.1. [WEGLOT's liability](#)

WEGLOT shall warrant and hold the User harmless against any claim, request, complaint or lawsuit by any third party as well as against any sanction imposed on User by any authority or jurisdiction on grounds related to an infringement of this DPA by WEGLOT, e.g. in case WEGLOT would have violated User's documented instructions. WEGLOT remains liable as of right with regard to any infringement of this DPA caused by any of its Sub-Processors.

#### 5.2. [User's liability](#)

The User warrants WEGLOT against any claim, request, complaint or lawsuit by any third party as well as against any sanction imposed on WEGLOT by any authority or jurisdiction on grounds related to WEGLOT's processing of Entrusted Personal Data in compliance with User's documented instructions. The User commits to hold WEGLOT harmless against any costs and/or expenses of any nature incurred in relation of any such claim, request, complaint, lawsuit or sanction.

WEGLOT

CUSTOMER

Augustin Prot

NAME

NAME

CEO


POSITION

POSITION

20/04/2023

DATE, SIGNATURE

DATE, SIGNATURE

DocuSigned by:  
  
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