



Data Processing Schedule



This Data Processing Schedule (**Schedule**) is incorporated into, and is subject to the terms and conditions of, the Terms of Use (**Terms of Use**) entered into between you, the person, organisation or entity identified as our client (**you**) and Raisely Pty Ltd (ACN 124 507 062) (**us** and **we**), together the **Parties** and each a **Party**. This Schedule applies where and only to the extent that we process Company Personal Data that is protected by Data Protection Laws applicable to the EEA.

1 Definitions

1.1 In this Agreement, the following terms shall have the meanings set out below:

- (a) **Company Personal Data** means any Personal Data that we or our Subprocessors Process on your behalf as a Processor in the course of providing our Services, as more particularly described in this Schedule;
- (b) **Contracted Processor** means us and/or a Subprocessor;
- (c) **Data Protection Laws** means all data protection and privacy laws applicable to the Processing of Company Personal Data under the Agreement, including, where applicable, EU Data Protection Laws;
- (d) **EEA** means, for the purposes of this Agreement, the European Union, the European Economic Area and/or their Member States, Switzerland and/or the United Kingdom;
- (e) **EU Data Protection Laws** means (i) the GDPR; and (ii) the applicable national implementations of the GDPR (or in respect of the United Kingdom, any applicable national legislation that replaces or converts in domestic law the GDPR or any other law relating to data and privacy as a consequence of the United Kingdom leaving the European Union); in each case as may be amended, superseded or replaced;
- (f) **GDPR** means EU General Data Protection Regulation 2016/679;
- (g) **Privacy Shield** means the EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield Framework self-certification program operated by the U.S. Department of Commerce and approved by the European Commission pursuant to Decision C(2016)4176 of 12 July 2016 and by the Swiss Federal Council on January 11, 2017, respectively;
- (h) **Privacy Shield Principles** means the Privacy Shield Principles (as supplemented by the Supplemental Principles) contained in Annex II to the European Commission Decision C(2016)4176 of 12 July 2016 (as may be amended, superseded or replaced).
- (i) **Services** means the services and other activities to be supplied to or carried out for you by us, or on our behalf, pursuant to the Terms of Use;
- (j) **Standard Contractual Clauses** means the contractual clauses set out by the European Commission available at <https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries>, as updated or replaced from time to time; and
- (k) **Subprocessor** means any person (including any third party, but excluding our employees or our sub-contractors) appointed by us to Process Personal Data on your behalf.



- 1.2 The terms **Commission, Controller, Data Subject, Member State, Personal Data, Personal Data Breach, Process, Processing, Processor** and **Special Categories of Data** shall have the same meaning as in the GDPR.

2 Processing of Company Personal Data

- 2.1 **Role of Parties:** The Parties acknowledge that for the purposes of this Schedule, we act as a Processor and you are the Controller in relation to Company Personal Data.
- 2.2 You represent and warrant that:
- (a) you have complied, and will continue to comply, with all applicable Data Protection Laws in respect of your Processing of Company Personal Data and any Processing instructions you issue to us;
 - (b) you have provided, and will continue to provide, all notice and have obtained, and will continue to obtain, all consents and rights necessary under Data Protection Laws for us to Process Company Personal Data for the purposes described in the Terms of Use.
- 2.3 We will only Process Company Personal Data for the purposes described in this Schedule and in accordance with your documented lawful instruction, except where otherwise required by applicable law. The Parties agree that the Terms of Use sets out your complete and final instructions to us in relation to the Processing of Company Personal Data, and Processing outside the scope of these instructions shall require prior written agreement between the Parties.
- 2.4 Annexure 1 to this Schedule sets out the following details:
- (a) a description of the types of Processing we will carry out and the types of Company Personal Data Processed under the Terms of Use; and
 - (b) the types of Data Subjects your Company Personal Data relates to.
- 2.5 You agree to update us (as soon as practicable) if the details in Annexure 1 change or are incorrect.

3 Subprocessing

- 3.1 You agree that we may use Subprocessors to Process Company Personal Data on your behalf. You authorise us to continue to use those Subprocessors already engaged by us as at the date of this Schedule, subject to our obligations at 3.3, currently:
- (a) Google Cloud;
 - (b) Aiven;
 - (c) Sentry;
 - (d) Google Analytics;
 - (e) Twilio;
 - (f) Mailgun; and
 - (g) G Suite.
- 3.2 We shall give you prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor. If, within 10 days of receipt of that notice:
- (a) you have not notified us in writing of any objections (on reasonable grounds relating to data protection) to the proposed appointment of that Subprocessor, we will assume that you have consented to the appointment of that Subprocessor; or



- (b) if you notify us in writing of any objections (on reasonable grounds relating to data protection) to the proposed appointment we shall do one of the following:
 - (i) not appoint that Subprocessor;
 - (ii) not disclose any Company Personal Data to that Subprocessor; or
 - (iii) not disclose any Company Personal Data to that Subprocessor until reasonable steps have been taken to address the objections you raised and you have been informed of and agreed to the appointment of that Subprocessor based on the reasonable steps taken.

3.3 With respect to each Subprocessor we shall:

- (a) before the Subprocessor Processes Company Personal Data (or, where relevant, in accordance with clause 3.2), carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Company Personal Data required by the Terms of Use and this Schedule;
- (b) ensure that the arrangement between us and the relevant intermediate Subprocessor is governed by a written contract including terms that meet the requirements of Article 28(3) of the GDPR.

4 Data Subject Rights

4.1 We shall:

- (a) promptly notify you if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data;
- (b) ensure that the Contracted Processor does not respond to that request except on your documented instructions, or as required by Data Protection Laws to which the Contracted Processor is subject, in which case we shall, to the extent permitted by Data Protection Laws, inform you of that legal requirement before the Contracted Processor responds to the request;
- (c) implement appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligations under the Data Protection Laws; and
- (d) where you require our assistance to respond to a Data Subject request, use commercially reasonable efforts to assist you, and to the extent legally permitted, you shall be responsible for the costs arising from our assistance.

5 Security

- 5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, we will implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
- 5.2 We will take reasonable steps to ensure any of our personnel who Process the Company Personal Data, have been informed of the confidential nature of the Company Personal Data and are committed to keeping the Company Personal Data confidential.
- 5.3 In assessing the appropriate level of security we shall take into account the risks that are presented by Processing, in particular from a Personal Data Breach.
- 5.4 We shall notify you without undue delay if we become aware of a Personal Data Breach and provide you sufficient information to meet your legal obligations. On your reasonable request we shall take such reasonable commercial steps as are directed by you to assist in the investigation, mitigation and remediation of each such Personal Data Breach.



6 Data Protection Impact Assessment and Prior Consultation

- 6.1 Upon your request and to the extent required by the GDPR, we shall provide reasonable assistance to you where you are fulfilling your obligations under the GDPR by carrying out a data protection impact assessment, as follows:
- (a) to the extent that the assessment you are carrying out directly relates to the Processing of Company Personal Data, you do not otherwise have access to the information and such information is available to us; and
 - (b) where you reasonably require our assistance with prior consultations with supervising authorities or other competent data privacy authorities.
- 6.2 If you request assistance which goes beyond the scope of clause 6.1, we may provide you with notice of our fees and charge you for this additional assistance.

7 Restricted Transfers

- 7.1 We may transfer and Process Company Personal Data to and in other parts of the world where we or our Subprocessors maintain data Processing operations. We shall at all times ensure that such transfers are made in compliance with the requirements of Data Protection Laws.
- 7.2 To the extent that we are a recipient of Company Personal Data protected by Data Protection Laws applicable to the EEA, the parties agree that we make available the mechanisms listed below, for any transfers of EEA Company Personal Data in or to a country that does not provide an adequate level of protection for Personal Data:
- (a) **Privacy Shield:** If we are self-certified to the Privacy Shield:
 - (i) the parties acknowledge and agree that we will be deemed to provide adequate protection (within the meaning of applicable Data Protection Laws) for EEA Company Personal Data by virtue of having self-certified our compliance with the Privacy Shield;
 - (ii) we agree to Process EEA Company Personal Data in compliance with the Privacy Shield Principles; and
 - (iii) if we are unable to comply with this requirement, we shall inform you; and
 - (b) **Standard Contractual Clauses:** To the extent the Privacy Shield transfer does not apply to the transfer and/or is invalidated, we agree to abide by and Process EEA Company Personal Data in compliance with the Standard Contractual Clauses which are incorporated in full by reference and form an integral part of this Schedule. For the purposes of the Standard Contractual Clauses, we are the data importer and you are the data exporter and the Appendices 1 and 2 to this Schedule shall form the Appendices 1 and 2 of the Standard Contractual Clauses.

8 Audit

- 8.1 Subject to reasonable notice (not less than 30 days) and your reasonable request to demonstrate compliance with this Schedule we shall (subject to obligations of confidentiality):
- (a) make available information directly relating to your Company Personal Data and necessary to demonstrate your compliance with Article 28(3) of the GDPR;
 - (b) allow you or an independent auditor appointed by you, to carry out audits, including inspections, in relation to the Processing of Company Personal Data by the Contracted Processors,



and you agree to take all reasonable measures to limit any impact on the Contracted Processors.

9 Deletion or return of Company Personal Data

- 9.1 Within four months after the termination or expiry of this Schedule, we shall destroy or return to you (where you make such a request), all Company Personal Data in our possession or control unless any Data Protection Laws require that we retain Company Personal Data.

10 General Terms

10.1 Order of Precedence

In the event of any conflict or inconsistency between the agreements entered into between the Parties the Standard Contractual Clauses shall prevail, then the Schedule, followed by the Terms of Use.

10.2 Obligations under the Agreement

Subject to clause 10.1, nothing in this Schedule reduces the Parties' obligations under the Terms of Use and all clauses in the Terms of Use will continue to apply unless they conflict with the Data Protection Laws, including but not limited to: governing law, jurisdiction and limitation of liability.

10.3 Legal effect

This Schedule is entered into and becomes a binding part of the Terms of Use on the date you accept online the Terms of Use and this Schedule, which forms part of the Terms of Use.



Annexure 1 - Details of Processing of Company Personal Data

This Annex 1 includes certain details of the Processing of Company Personal Data as required by Article 28(3) GDPR.

1. *Subject matter and duration of the Processing of Company Personal Data*
 - The subject matter and duration of the Processing of Company Personal Data are set out in the Terms of Use and this Schedule.
2. *The nature and purpose of the Processing of Company Personal Data*
 - The nature and purpose of the Processing of Company Personal Data are further specified in the Terms of Use and as further instructed by you.
3. *The types of Company Personal Data to be Processed*
 - The types of Company Personal Data to be Processed may include but is not limited to the following:
 - i. a Data Subject's contact information, including name, address, title, contact details;
 - ii. a Data Subject's financial information, including credit card details, account details, payment information;
 - iii. a Data Subject's employment details including employer, job title, geographic location, area of responsibility;
 - iv. a Data Subject's IT information including IP addresses, usage data, cookies data, online navigation data, location data, browser data;
 - v. a Data Subject's personal interests or preferences, including donation history, marketing preferences, publicly available social media profile information;
 - vi. any Personal Data about a Data Subject which is included in the body of an email or text message you choose to send via our Services (e.g. the Data Subject's donation details); and
 - vii. any other Personal Data requested by us and/or provided by you, a Data Subject or a third party.

Please note: Personal data about a Data Subject collected or provided by you may include Special Categories of Data, such as health data which relates to that Data Subject.

4. *The categories of Data Subject to whom Company Personal Data relates*
 - The categories of Data Subject to whom Company Personal Data relates are as follows:
 - i. your representative/s who we communicate with;



- ii. your employees or contractors who use our Services and actively contact us (including for a support request); and
- iii. your customers (donors) or users where you enter their details when using our Services.

5. *Your obligations and rights*

- Your obligations and rights are set out in the Terms of Use and this Schedule.



Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Standard Contractual Clauses.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data Subjects

The Personal Data transferred concern the following categories of Data Subjects:

- as specified in the Terms of Use and Schedule.

Categories of Data

The Personal Data transferred concern the following categories of data:

- as specified in the Terms of Use and Schedule.

Special Categories of Data (if appropriate)

The Personal Data transferred concern the following Special Categories of Data:

- as specified in the Terms of Use and Schedule.

Processing Operations

The Personal Data transferred will be subject to the following basic Processing activities:

- activities reasonably required for the provision of the Services or authorised by you.



Appendix 2 to the Standard Contractual Clauses

Description of the technical and organisational security measures implemented by the data importer in accordance with clauses 4(d) and 5(c):

We take technical and organisational security measures to protect the Company Personal Data which we Process.

Details of these technical and organisational security measures can be found [here](#).