

## DATA PROCESSING AGREEMENT ("AGREEMENT")

entered into on \_\_\_\_\_ by and between:

**ClickMeeting Sp. z o.o.** with its registered office in Gdańsk (80-387), ul. Arkońska 6, bud. A4, entered in the Register of Enterprises of the National Court Register kept by the District Court for Gdańsk-Północ in Gdańsk, VII Commercial Division of the National Court Register, at KRS No. 0000604194, with VAT ID No. 5842747535, REGON (statistical) No.: 363766502, with a share capital of PLN 1,187,500, email: [privacy@clickmeeting.com](mailto:privacy@clickmeeting.com) represented by: Dominika Paciorkowska – Proxy, hereinafter: "**ClickMeeting**"

and

\_\_\_\_\_ with its registered office in \_\_\_\_\_,

Tax ID No. (VAT IT): \_\_\_\_\_, Company No. \_\_\_\_\_, email: \_\_\_\_\_

represented by \_\_\_\_\_

hereinafter the "**Client**"

The Client and ClickMeeting are hereinafter also jointly referred to as "**Parties**" and each separately as a "**Party**".

Whereas:

1. ClickMeeting provides to the Client the service of access to the online conference organization platform ("**Service**") based on the ClickMeeting Terms of Service ("**Terms & Conditions**"), with this Agreement constituting an integral part thereof.
2. the use of the Service may require ClickMeeting to process Personal Data (as defined below), the Parties wish to make sure that the Personal Data processing is in conformity with the applicable laws, in particular with Regulation 2016/679 of the European Parliament and of the Council (EU) of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("**GDPR**") and with other applicable personal data protection laws;
3. the Client is the controller of the personal data processed in the course of using the Service ("**Personal Data**") or acts based on an authorization granted by the Personal Data controller as a processor on behalf of the controller. The detailed description of the type of Personal Data and the categories of Personal Data subjects can be found in **Annex 1**.

The Parties have decided as follows:

### §1 SUBJECT MATTER OF THE AGREEMENT

1. The Client entrusts the processing of the Personal Data to ClickMeeting and ClickMeeting accepts the task.
2. ClickMeeting shall process the Personal Data: (i) in accordance with applicable laws and the Agreement, (ii) exclusively for the purpose of providing the Service to the Client and to the persons authorized by the Client, including participants of online conferences, (iii) to the extent defined in **Annex 1** and (iv) in the period from the commencement of Service provision to Agreement termination, subject to §7 hereof.
3. The role of ClickMeeting shall be limited to providing the Client with the Service tools (functionalities) to be used for the purpose of Personal Data processing. ClickMeeting does not influence the scope of the Personal Data processed by the Client in the Service except for specifying the minimum scope of the Personal Data required for the proper use of the Service, ClickMeeting does not establish the purposes and methods of their processing, monitor the scope of these data or the legitimacy of the basis for their processing, nor does it check if the Client processes them correctly.

### §2 REPRESENTATIONS OF THE CLIENT

1. The Client hereby represents that it has obtained and processes Personal Data in accordance with applicable laws, including the GDPR. The Client confirms in particular that, where applicable, it has (i) obtained and holds



the legally required direct marketing consent, including consent to send commercial information by e-mail and to use telecommunications terminal equipment and automated phone call systems for direct marketing purposes – if the Client carries out such activities, (ii) informed the data subjects about the processing of the data to the extent and in the manner required under the GDPR, and (iii) has the right to process Personal Data and entrust them for processing to ClickMeeting to the extent and for the purpose defined in **Annex 1** hereto. Notwithstanding the foregoing, if the Client is not the Personal Data controller, it confirms that it has received the permission of the respective controller as required under the GDPR to entrust ClickMeeting with further Personal Data processing for the purpose and to the extent in question.

2. The Client hereby confirms that the technical and organizational measures implemented by ClickMeeting and defined in **Annex 2** are suitable and sufficient for the protection of the rights of data subjects, and the Client considers ClickMeeting to be providing sufficient guarantees in this respect.
3. Notwithstanding the foregoing, except as otherwise provided in the Agreement, the Client shall be responsible for secure use of the Service, which includes properly securing the Client Account authentication data, ensuring the security of the Personal Data while their being provided for the purpose of the Service, and taking suitable actions to ensure secure encryption and creation of internal backup of the Personal Data entrusted to ClickMeeting and protection against unauthorized access.
4. The Client hereby acknowledges and accepts that in connection with the provision of the Service, ClickMeeting uses cookies and other similar tracking technologies. The Client shall use appropriate messages and have appropriate permissions, and opt-in and opt-out mechanisms required under applicable data protection legislation in order to allow ClickMeeting to use these technologies in accordance with the law and to collect data in accordance with the Privacy Policy (<https://clickmeeting.com/legal>) and as described therein from the devices of data subjects whose Personal Data the Client entrusts to ClickMeeting.
5. The Client shall inform ClickMeeting without undue delay about any inspection by the Data Protection Supervisory Authority that is connected with the processing of the Personal Data entrusted to ClickMeeting and about any notice from that Authority requesting explanations regarding the same.

### §3 THE CLIENT'S INSTRUCTIONS

1. ClickMeeting shall process the Personal Data exclusively in line with the instructions given by the Client, unless the European Union or Member State law requires otherwise. In the latter case, §4(5)(b) hereof shall apply.
2. The Client's instructions are given and followed through the functionalities provided by ClickMeeting in the Service in the period when the Service is provided. The Client shall make sure that any instructions given to ClickMeeting are in conformity with applicable laws.
3. Any further instructions that go beyond the instructions defined in §3(2) above must pertain to the subject matter of this Agreement or the subject matter of the Service provided in accordance with the Terms & Conditions. If following further instructions generates costs for ClickMeeting, ClickMeeting shall inform the Client about such costs, explaining the amounts of the costs, before following the instruction. Only after the Client confirms that it will bear the costs of following such an instruction and after such costs are paid by the Client is ClickMeeting obligated to follow such a further instruction, provided that ClickMeeting has sufficient technical and organizational measures to execute such an instruction. The Client shall give further instructions in writing, unless urgency or other special circumstances justify giving instructions through electronic means of communication. Instructions in any form other than in writing should be subsequently properly documented without undue delay.
4. ClickMeeting shall promptly inform the Client if ClickMeeting believes that an instruction violates the GDPR or any other generally applicable European Union or Member State law, and shall request the Client to withdraw, change or confirm and explain the challenged instruction. Waiting for the Client's decision, ClickMeeting has the right to suspend the performance of the challenged instruction. Where following the Client's instruction, despite explanations having been given, would lead to violation of generally applicable European Union or Member State law, ClickMeeting has the right to refrain from following the instruction.

### §4 REPRESENTATIONS AND OBLIGATIONS OF CLICKMEETING

1. Considering the risk of violating the rights and freedoms of natural persons, and considering the state of the art, the implementation costs, as well as the scope, nature and context of Personal Data processing, ClickMeeting hereby represents that as per Article 32 of the GDPR, ClickMeeting has implemented suitable technical and organizational measures to secure the processing of Personal Data. The description of the implemented measures is available in **Annex 2**. ClickMeeting may at any time change the implemented

measures, provided that the protection level they guarantee is not lower than that guaranteed by the measures applicable at the conclusion of the Agreement. The information about the current technical and organizational measures along with the information about any changes to the scope of the implemented measures can be found in the Knowledge Base available at: <https://knowledge.clickmeeting.com/faq/> or elsewhere as specified by ClickMeeting. At a justified request of the Client, ClickMeeting shall give the Client any further information the Client needs to demonstrate its compliance with the obligations defined in Article 28 of the GDPR. The last sentence of §4(5) hereof shall apply as appropriate.

2. ClickMeeting shall secure the Personal Data against unauthorized access and unauthorized seizure, as well as against damage, destruction or loss, and shall take any necessary steps as required by applicable law to keep the Personal Data and how they are secured confidential. ClickMeeting hereby represents that all the persons authorized to process the Personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality as per Article 28(3)(b) of the GDPR, and ClickMeeting shall be liable for their acts or omissions as for their own acts or omissions.
3. It is the responsibility of the Client to satisfy the requests of Personal Data subjects and to prepare replies to such requests. ClickMeeting shall reasonably support the Client to the best of its abilities in the discharge of that obligation, in particular through the application of suitable and possible technical and organizational measures necessary for the Client to enable individuals to exercise the rights they have been granted under Chapter III of the GDPR. ClickMeeting shall not communicate with data subjects directly on behalf of the Client.
4. ClickMeeting shall support the Client in the performance of the tasks provided for in Articles 32-36 of the GDPR in respect of the Service by providing the Client with the necessary information. In respect of supporting the Client in data protection impact assessment (Article 35 of the GDPR) and in prior consultation of the supervisory authority (Article 36 of the GDPR), ClickMeeting shall assist only insofar as the Client is unable to discharge their obligations using other means. ClickMeeting shall inform the Client about the costs of such assistance. Once the Client confirms that it will cover such costs, ClickMeeting shall provide the required assistance.
5. ClickMeeting shall inform the Client without undue delay upon receiving any credible and confirmed information:
  - a. that ClickMeeting or its subcontractors have been required, under the European Union law or the law of a country to which ClickMeeting or subcontractor is subject, to process the Personal Data in a manner going beyond the Client's instructions; in such a case, ClickMeeting shall inform the Client of that legal requirement before processing, unless that law prohibits providing such information on important grounds of public interest; in such an event, the notice to the Client shall specify the legal requirement arising from the European Union or the law of the relevant country;
  - b. about any identified Personal Data breach committed by ClickMeeting or its subcontractor that affects the Client's Personal Data hereunder. In such a case, ClickMeeting shall support the Client in the Client's discharge, where applicable, of the obligation to inform the supervisory authority or the data subject by providing the information available to ClickMeeting in accordance with Article 33(3) of the GDPR.

#### §5 USE OF SUBCONTRACTORS (FURTHER ENTRUSTING)

1. To ensure proper provision of the Service, the Client agrees that ClickMeeting may use subcontractors and that it may further entrust Personal Data processing to them. For the avoidance of doubt and without limiting the general permission granted to ClickMeeting in the preceding sentence, the Client in particular agrees to the subcontractors specified in **Annex 3**.
2. The current list of ClickMeeting's subcontractors is available in the Knowledge Base at: <https://knowledge.clickmeeting.com/faq/> or elsewhere as specified by ClickMeeting. ClickMeeting shall inform the Client about any planned change in relation to the subcontractors to whom it will further entrust the Personal Data processing. The Client shall be informed about this through a notice transmitted through the Client Panel and properly in advance. The Client shall have the right to object to ClickMeeting's use of a specific subcontractor within 14 days of receiving a notice on the planned change. If the Client does not object within 14 days of receiving the information about the planned change, the Client is deemed to have agreed to the change. Having received an objection, ClickMeeting has 30 days to determine how to proceed in relation to the objection. On the expiry of that period, each Party may terminate the Agreement in line with the provisions of the Terms & Conditions. Notwithstanding the foregoing, ClickMeeting stipulates that the Client's objection to a chosen subcontractor may render the Client unable to use all the functionalities of the Service.

3. Further Personal Data processing may only take place within the limits of and for the purpose of performing the Service. ClickMeeting hereby represents that (i) the subcontractors it has chosen meet all the requirements arising from the GDPR and from applicable data protection legislation, (ii) it has entered into Personal Data processing agreements with the subcontractors as required under Article 28(4) of the GDPR and that such agreements include provisions imposing obligations analogical to those defined in the Agreement in respect of ClickMeeting on the subcontractors, and that (iii) the personal data protection standard followed by its subcontractors is at least equal to the personal data protection standard followed by ClickMeeting. If the subcontractor chosen by ClickMeeting is in a third country within the meaning of the GDPR, ClickMeeting shall make sure that the conditions specified in Chapter V of the GDPR are fulfilled.

#### §6 AUDITING RIGHTS OF THE CLIENT

1. The Client shall have the right to audit ClickMeeting's compliance with the Agreement in terms of Personal Data processing ("Audit"). An Audit may also be conducted by an independent auditor authorized by the Client, provided that ClickMeeting first signs a non-disclosure agreement with the auditor.
2. The Client shall not appoint as an auditor any entity directly or indirectly competing with ClickMeeting's business. Competing shall mean any business, whether or not fee-based, in the country and abroad, of whatever legal form, engaged in the same or identical subject activities and addressed to the same group of recipients, overlapping – even partially – with the scope of the main or the side activity of ClickMeeting or of entities from the ClickMeeting group worldwide. Assessment of whether an entity is a competitor will include not only the objects of business of such an entity listed in its articles of association but also any activities actually pursued by that entity. If an Audit is ordered to ClickMeeting's competitors, ClickMeeting shall have the right to refuse to allow the Audit until another entity is appointed to carry out the Audit on behalf of the Client or until the Parties agree on how to proceed.
3. An Audit shall be subject to the following conditions: (i) it may only apply to the Personal Data entrusted to ClickMeeting for processing under the Agreement and it shall be limited to ClickMeeting's registered office and to the devices used to process the Personal Data and to the staff involved in the processing hereunder; (ii) it shall be carried out efficiently and as quickly as possible, taking no more than 2 working days, (iii) it shall not take place more than once a year, unless it is required under applicable laws or by a competent supervisory authority or takes place promptly after a material breach of the Personal Data processed hereunder is identified, (iv) it may take place during regular working hours of ClickMeeting, in a manner that does not disrupt ClickMeeting's business and is in conformity with ClickMeeting's security policies; (v) the Client shall inform ClickMeeting about the intention to carry out the Audit via electronic means of communication or by post at least 14 working days before the scheduled Audit date. If an Audit cannot be carried out as scheduled for reasons beyond ClickMeeting's control or if other unexpected obstacles arise, ClickMeeting shall inform the Client about such circumstances and shall suggest a new Audit date, which shall not be later than 7 working days after the date specified by the Client; (vi) the Client shall bear all the Audit costs arising from or connected with the Audit, except where an Audit reveals a serious breach of Personal Data security rules that pertains or is a threat to the Client's Personal Data; (vii) an Audit cannot be intended or lead to the disclosure of legally protected secrets (including ClickMeeting's trade secrets). The Client shall create an Audit report that summarizes the Audit findings. The report shall be submitted to ClickMeeting and shall represent ClickMeeting's confidential information which cannot be disclosed to any third parties without ClickMeeting's permission unless this is required by the applicable laws.
4. If ClickMeeting holds the certification referred to in Article 42 of the GDPR or follows the code of conduct referred to in Article 40 of the GDPR, the Client's auditing rights may also be exercised through ClickMeeting's reference to the results of the monitoring of the certification rules or of the code of conduct. If this is the case, the Audit shall only involve the issues that cannot be sufficiently clarified through the submission of such results by ClickMeeting.

#### §7 RETURN OR DELETION OF PERSONAL DATA

1. If the Agreement is terminated, ClickMeeting shall, according to the Client's statement, delete the Personal Data (by deleting any existing copies of Personal Data) or return them to the Client (if possible along with any media where they are stored), unless ClickMeeting has the right to further process the Personal Data for a longer period based on independent legal grounds. If ClickMeeting does not receive the statement referred to in the preceding sentence, whether in writing or by e-mail, within 5 days of Agreement termination, the Client shall be deemed to require that the entrusted Personal Data be deleted. If the Client chooses the return of the



Personal Data, ClickMeeting shall provide the same to the Client in a commonly used and machine-readable format.

2. The Client may obtain a copy of the processed Personal Data while using the Service provided in accordance with the Terms & Conditions, but no later than 30 days after the termination or expiration of the legal relationship between the Parties related to Service provision. In the said period of 30 days after the termination or expiration of the legal relationship between the Parties, the Personal Data shall only be processed by ClickMeeting for the purpose of the Client reactivating the Service Account, where applicable, and may only involve Personal Data storage for the Client without any other operations on such Data, subject to ClickMeeting's other obligations or rights arising from applicable laws or imposed on ClickMeeting by authorized bodies. After the expiry of that term, Personal Data shall be deleted beyond recovery.

#### **§8 LIABILITY**

1. ClickMeeting's liability in contract and in tort shall be limited to direct actual losses incurred by the Client. ClickMeeting shall not be liable for lost profit, notwithstanding the source, except where this is caused by willful misconduct or gross negligence.
2. ClickMeeting's total liability, notwithstanding the number of and grounds for the Client's claims, shall be limited to three times the fixed monthly fee paid by the Client for the Service in the settlement period immediately preceding the date when the event causing the damage occurred, with the exclusion of any amounts representing setup fees or any extra charges. The Client hereby releases ClickMeeting from any liability above that limit.
3. ClickMeeting shall not be liable for not performing or improperly performing the Agreement if this results from Force Majeure.
4. The Parties agree that the Client shall be liable for satisfying any claims of Personal Data subjects in connection with any damage arising from improper processing of Personal Data hereunder, unless the Client demonstrates that the damage arose solely through the fault of ClickMeeting or ClickMeeting's subcontractors. If the Client fails to demonstrate this, the Client shall unconditionally indemnify ClickMeeting and hold it harmless in respect of any claims filed by the individuals whose Personal Data ClickMeeting is processed based on the Agreement in connection with the processing of such data hereunder. If action is brought against ClickMeeting, the Client shall, if so required by ClickMeeting, join the proceedings as a party and assume liability for the claim.

#### **§9 MISCELLANEOUS**

1. The Parties jointly agree that save as otherwise provided in the Agreement, ClickMeeting's remuneration for the activities hereunder is included in the remuneration due for the provision of the Service to the Client.
2. The Agreement is open-ended but it shall be terminated no later than on the day the use of the Service under the Terms & Conditions ends.
3. The Agreement shall supersede any arrangements between the Parties in respect of entrusting Personal Data which the Parties may have made before in connection with the Service, notwithstanding the form of such arrangements.
4. Any amendments to the Agreement shall be made in writing, including electronic means of communication.
5. Any communications between the Parties shall be sent to the email addresses provided in the Agreement header. Each Party may change the contact details by sending a relevant notification to the other Party; the change will be effective upon receipt of the notification by the other Party. The change of contact details is not regarded as an amendment to this Agreement.
6. The Agreement shall be governed by Polish law. To any matters not regulated herein, the provisions of the GDPR, other applicable Polish laws, the Privacy Policy and Terms & Conditions (both available at <https://clickmeeting.com/legal>) shall apply. Any capitalized terms (e.g. Force Majeure etc.) not defined herein shall have the meaning as assigned to them in the Terms & Conditions. In the event of any discrepancies between the Terms & Conditions and this Agreement, the provisions of this Agreement in relation to personal data protection shall prevail.
7. The Agreement was made in two counterparts, one for each Party.

**ClickMeeting**

**Client**



## Annex 1 – Description of Personal Data processing

### 1. Nature of the processing and the processing activities

ClickMeeting's processing is fully or partially automated and takes place using the IT systems provided within the Service.

Processing activities: collection, recording, storage, adaptation, alteration, disclosure, combination, backuping Personal Data, as well as other operations as required to provide the Service.

### 2. Categories of data subjects

- a. Contacts – people whose data are on the Contact List or whose Personal Data are collected and stored using the Service, and in particular contractors, customers, prospects, employees, contacts of the Client's business partners, the Client's newsletter subscribers, registered Conference Participants;
- b. Participants – people participating in a Conference;
- c. Presenters – Conference organizers;
- d. Account (Subaccount) Users: people authorized by the Client to use the Account and in particular the Main Account Users, multi-users, Subaccount Users.

### 3. Type of Personal Data

Personal Data necessary to render the Service:

- a. name;
- b. email;
- c. data processed automatically while the Service is being used (data about the Service use, data processed using cookies, data collected using website navigation files, location data, data about the web browser, device IP data).

The Service also allows for the processing of other information, in particular:

- last name;
- nickname;
- image of the person recorded in the profile picture;
- the Client's address details;
- company phone number, private phone number;
- URL address of the website through which Contact provided its data to the Client
- address of the website from which the Contact was redirected [http\_referer];
- gender, age, date of birth;
- workplace;
- additional information about the Contact, Presenter and other information based on the fields defined by the Client;
- additional information collected by the Client during webinars (first and last name, nickname, e-mail address, IP of webinar participants, data about participation in webinars, information provided by webinar participants)

If the above data are collected through the Service, the Client entrusts them to ClickMeeting in this respect as well.

Notwithstanding any other provisions in the Agreement, the Client hereby acknowledges and agrees that ClickMeeting has the right to use and disclose any data regarding the operation, technical support and use of the Service for legitimate business purposes, such as invoicing, technical support for Service use, including Client Account management, due provision and development of the Service, marketing, as well as monitoring, prevention, detection and elimination of violations, involving in particular unauthorized access to the Service area, DDoS attacks. Insofar as these data are considered to be personal data under personal data protection legislation, ClickMeeting is the controller of such data and processes such data in accordance with the Privacy Policy <https://clickmeeting.com/legal> and the personal data protection legislation.

## Annex 2 – Description of the implemented organizational and technical measures for personal data protection

ClickMeeting will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data entrusted by the Client to ClickMeeting in connection with the Service, as described in Privacy documentation accessible via <https://knowledge.clickmeeting.com/faq/> or otherwise made reasonably available by ClickMeeting.

**TEMPLATE AGREEMENT - FOR REVIEW PURPOSE**

### Annex 3 – List of ClickMeeting’s subcontractors

ClickMeeting uses the services of affiliates and subcontractors to provide ClickMeeting’s services. The subcontractors provide hosting and colocation services, telecommunication services, content delivery services, customer support services, incident tracking services, troubleshooting and problem solving services, e-mail services and electronic communication services.

The majority of the subcontractors used by ClickMeeting store data at rest in locations based on the geographic location of ClickMeeting (European Union). The most current list of subcontractors used by ClickMeeting is accessible via <https://knowledge.clickmeeting.com/faq/> or otherwise made reasonably available by ClickMeeting.

TEMPLATE AGREEMENT - FOR REVIEW PURPOSE

