



Data Processing Addendum (DPA)

This Loopify Data Processing Addendum ("Addendum") amends the Loopify Terms of Service (<https://loopify.com/legal/terms>) (the "Agreement") between the Data Controller (Customer) and the Data Processor; Loopify AS, PO Box 75, 1325 Lysaker, Norway. All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement.

1. Definitions

The following capitalized terms used in this DPA shall be defined as follows:

1. "Controller" has the meaning that you, the Customer, is the Controller.
2. Loopify is your "Processor" who will process your personal data on your behalf, merely to facilitate you to use the Loopify App to work your digital marketing magic.
3. "GDPR" means the EU General Data Protection Regulation 2016/679.
4. "Customer Personal Data" means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person (as defined in the GDPR) and any other personal data that Loopify Processes on behalf of Customer in connection with the provision of the Loopify App.
5. "Data Protection Laws" means the "GDPR, any applicable national implementing legislation including, and in each case as amended, replaced or superseded from time to time, and all applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the Processing of Customer Personal Data.
6. "Security Incident" means any accidental or unlawful alteration, loss, unauthorized disclosure of, destruction, or access to, any Customer Personal Data.
7. "Data Subject", "Supervisory Authority" and "Processing" has the meaning given in the GDPR, and "Process" will be interpreted accordingly.
8. "Sub-processor" means any Processor engaged by Loopify, who agrees to receive from Loopify Customer Personal Data.
9. "Parties" has the meaning "Loopify" and the "Controller" together.

2. Data Processing

1. Instructions for Data Processing. Loopify will only Process Customer Personal Data in accordance with Customer's written instructions unless Processing is required by European Union or Member State to which Loopify may be subject, in which case Loopify shall, to the extent permitted by law, inform Customer of that legal requirement before Processing that Customer Personal Data. The Agreement (subject to any changes to the Loopify Services agreed between the Parties) and this DPA shall be Customer's complete and final instructions to Loopify in relation to the Processing of Customer Personal Data.
2. Processing outside the scope of this DPA or the Agreement will require a prior written agreement between Customer and Loopify on additional instructions for Processing.
3. Required consents. Where required by applicable Data Protection Laws, the Customer will ensure that it has obtained all necessary consents and complies with all applicable requirements under Data Protection Laws for the Processing of Customer Personal Data by Loopify in accordance with the Agreement.

3. Transfers of Customer Personal Data

1. Authorized Sub-Processors. The Customer agrees that Loopify may use Sub-Processors to Process Customer Personal Data. In particular, the Customer agrees that Loopify may use at least the following as Sub-Processors. A complete list is available upon request of a signed DPA from Loopify:

Mailgun Technologies , Inc.	United States
Amazon Web Services , Inc.	United States
MongoDB , Inc.	United States
Sinch UK , Inc.	United Kingdom
Google , Inc.	United States
Stripe , Inc.	United States
Cloudflare , Inc.	United States
ExaVault , Inc.	United States
2. Loopify shall notify the Customer from time to time of the identity of any Sub-Processors engaged. If Customer (acting reasonably) objects to a new Sub-processor on grounds related to the protection of Customer Personal Data only, then without prejudice to any right to terminate the Agreement.
3. Loopify shall not permit, allow, or otherwise facilitate Sub-processors to Process Customer Personal Data without Customer's prior written consent and unless Loopify:
4. enters into a written agreement with the Sub-processor which imposes equivalent obligations on the Sub-processor with regard to their Processing of Customer Personal Data, as are imposed on Loopify under this DPA; and
5. shall at all times remain responsible for compliance with our obligations under the DPA and will be liable to Customer for the acts and omissions of any Sub-processor as if they were Loopify's acts and omissions.
6. Prohibition on Transfers of Customer Personal Data. To the extent that the Processing of Customer Personal Data by Loopify involves the export of such Customer Personal Data to a country or territory outside the EEA, other than to a country or territory that is ensuring an adequate level of protection for the rights and freedoms of Data Subjects in relation to the Processing of personal data as determined by the European Commission (an "International Transfer"), such transfer shall be governed by this DPA. In the event of any conflict or inconsistency between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall prevail.

4. Data Security, Audits, and Security Notifications

1. Upon the Customer's reasonable request, Loopify will make available all information reasonably necessary to demonstrate compliance with this DPA.
 - a. Security Incident Notification. If Loopify becomes aware of a Security Incident, Loopify will notify Customer of the Security Incident within 72 hours; and
 - b. investigate the Security Incident and provide Customer (and any law enforcement or regulatory official) with reasonable assistance as required to investigate the Security Incident.
2. Employees and Personnel. Loopify will treat the Customer Personal Data as confidential and shall ensure that any employees or other personnel have agreed to protect the confidentiality and security of Customer Personal Data.
3. Audits. Loopify will, upon reasonable request from the Customer, allow for and contribute to audits, including inspections, conducted by the Customer (or a third party auditor on behalf of, and mandated by, the Customer) provided (i) such audits or inspections are not conducted more than once per year (unless requested by a Supervisory Authority); (ii) are conducted only during business hours; and (iii) are conducted in a manner that causes minimal disruption to Loopify's operations and business.

5. Access Requests and Data Subject Rights

1. Government Disclosure. Loopify will notify the Customer of any request for the disclosure of Customer Personal Data by a governmental or regulatory body or law enforcement authority (including any data protection supervisory authority) unless otherwise prohibited by law or a legally binding order of such body or agency.
2. Data Subject Rights. Where applicable, and taking into account the nature of the Processing, Loopify will use reasonable endeavors to assist Customer by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Customer's obligation to respond to requests for exercising Data Subject rights laid down in the Data Protection Laws.

6. Data Protection Impact Assessment and Prior Consultation

1. To the extent required under applicable Data Protection Laws, Loopify will provide Customer with reasonably requested information regarding the Loopify Services to enable Customer to carry out data protection impact assessments or prior consultations with any Supervisory Authority, in each case solely in relation to the Processing of Customer Personal Data and taking into account the nature of the Processing and information available to Loopify.

7. Termination

1. Deletion of data. Loopify will within 90 (ninety) days of the date of termination of the Agreement securely delete the Customer Personal Data Processed by Loopify.
2. Loopify and its Sub-Processors may retain Customer Personal Data to the extent required by applicable laws and only to the extent and for such period as required by applicable laws and always provided that Loopify ensures the confidentiality of all such Customer Personal Data and shall ensure that such Customer Personal Data is Processed as necessary for the purpose(s) specified in the applicable laws requiring its storage and for no other purpose.

8. Choice Legal Venue and Place of Jurisdiction

1. The Agreement is prepared in accordance with Norwegian law. An attempt will be made to resolve any dispute arising between the parties by negotiation. In the event that all negotiations fail to resolve the dispute, it shall be heard by the Norwegian Court according to Norwegian law, with Oslo District Court as the first legal venue and authority.


Contact person Data Controller	
Name:	
Mobile.:	
Email.:	

Contact person Data Processor	
Name:	Stig Sætre
Mobile:	+4790109670
Email:	stig.saetre@loopify.com

Date _____

Date 11.05.2020

For Data Controller



For Data Processor

This Agreement is prepared in two –2– copies, one –1– of which is to be kept by each of the parties.