

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“DPA”) amends and supplements the Photoandvideoedits.com Terms of Use (“Agreement”) entered into between you, the user, together with any company or other business entity you are representing, if any (collectively, “User”), and Photoandvideoedits.com, L.L.C. (“Photoandvideoedits.com”) and is hereby incorporated by reference into the Agreement. All capitalized terms not otherwise defined in this DPA will have the meaning given to them in the Agreement. If there is any inconsistency or conflict between this DPA and the Agreement as it relates to data protection, this DPA will govern. This DPA applies only to the extent User uses the Services or Products to process personal data from residents of the European Economic Area (“EEA”) or Switzerland.

Definitions.

“User Personal Data” means Personal Data originating in the EEA or Switzerland and Processed by Photoandvideoedits.com on behalf of User in provision of the Services or Products.

“Data Subject” means the individual to whom User Personal Data relates.

“Controller to Processor Standard Clauses” means the standard clauses for the transfer of Personal Data to Processors established in third countries approved by the European Commission from time to time, the approved version of which in force at present is that set out in the European Commission’s Decision 2010/87/EU of 5 February 2010, available at: <http://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087>.

“Data Protection Legislation” means as applicable: (a) the GDPR; and/or (b) the Federal Data Protection Act of 19 June 1992 (Switzerland).

“GDPR” means the General Data Protection Regulation (EU) 2016/679 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, and any amendment or replacement to it.

“Personal Data” means any information that relates to a Data Subject, including but not limited to 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 the Data Subject.

“Process” or “Processing” means any operation or set of operations which is performed on Personal Data, whether or not by automated means, such as the 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 of User Personal Data.

“Security Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, User Personal Data transmitted, stored or otherwise Processed. The terms “controller,” “data subject,” “personal data,” “processor,” and “supervisory authority” as used in this DPA will have the meanings ascribed to them in the GDPR.

Processing of data.

2.1. Purpose of Processing. The purpose of data Processing under this Agreement is the provision of the Services or Products pursuant to the Agreement.

2.2. Processor and Controller Responsibilities. The parties acknowledge and agree that: (a) Photoandvideoedits.com is a processor of User Personal Data under the Data Protection Legislation; (b) User is a controller of User Personal Data under the Data Protection Legislation; and (c) each party will comply with the obligations applicable to it under the Data Protection Legislation with respect to the Processing of User Personal Data.

2.4. User Instructions. User instructs Photoandvideoedits.com to Process User Personal Data: (a) in accordance with the Agreement; and (b) to comply with other reasonable written instructions provided by User where such instructions are consistent with the terms of the Agreement. User will ensure that its instructions for the Processing of User Personal Data shall comply with the Data Protection Legislation. User shall have sole responsibility for the accuracy, quality, and legality of User Personal Data and the means by which User obtained

the User Personal Data. 2.5. Photoandvideoedits.com's Compliance With User Instructions. Photoandvideoedits.com shall only Process User Personal Data in accordance with User's instructions and shall treat User Personal Data as confidential information.

Photoandvideoedits.com may Process User Personal Data other than on the written instructions of User if it is required under applicable law to which Photoandvideoedits.com is subject. In this situation, Photoandvideoedits.com shall inform User of such requirement before Photoandvideoedits.com Processes the User Personal Data unless prohibited by applicable law. If Photoandvideoedits.com believes or becomes aware that any of User's instructions conflict with any Data Protection Legislation, Photoandvideoedits.com shall inform User immediately.

Security; Privacy Impact Assessments.

3.1. Photoandvideoedits.com Personnel. Photoandvideoedits.com shall ensure that its personnel engaged in the Processing of User Personal Data are informed of the confidential nature of the User Personal Data, and are subject to obligations of confidentiality and such obligations survive the termination of that individual's engagement with Photoandvideoedits.com.

3.2. Security. Photoandvideoedits.com will implement appropriate technical and organizational measures to safeguard User Personal Data 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.

3.3 Data Privacy Impact Assessments. Photoandvideoedits.com will take reasonable measures to cooperate and assist User in conducting a data protection impact assessment and related consultations with any supervisory authority, if User is required to do so under Data Protection Legislation.

Data Subject Rights.

4.1. Assistance with User's Obligations. To the extent User, in its use or receipt of the Services or Products, does not have the ability to correct, amend, restrict, block or delete User Personal Data, as required by Data Protection Legislation, Photoandvideoedits.com shall promptly comply with reasonable requests by User to facilitate such actions to the extent Photoandvideoedits.com is legally permitted and able to do so.

4.2. Notification Obligations. Photoandvideoedits.com shall, to the extent legally permitted, promptly notify User if it receives a request from a Data Subject for access to, correction, amendment, deletion of or objection to the Processing of User Personal Data relating to such individual. Photoandvideoedits.com shall not respond to any such Data Subject request relating to User Personal Data without User's prior written consent except to confirm that the request relates to User. Photoandvideoedits.com shall provide User with commercially reasonable cooperation and assistance in relation to handling of a Data Subject request, to the extent legally permitted and to the extent User does not have access to such User Personal Data through its use or receipt of the Services or Products.

Subcontractors.

5.1. General Authorization. User generally authorizes the use of subprocessors to Process User Personal Data in connection with fulfilling Photoandvideoedits.com's obligations under the Agreement and/ or this DPA.

5.2 New Subprocessors. When Photoandvideoedits.com engages any new subprocessor to process User Personal Data, Photoandvideoedits.com will inform User of the engagement via email to the email address on file for User's account and give User the opportunity to object to such subprocessor

5.3. Photoandvideoedits.com Obligations. Photoandvideoedits.com will remain liable for the acts and omissions of its subprocessors to the same extent Photoandvideoedits.com would be liable if performing the services of each subprocessor directly under the terms of this DPA. Photoandvideoedits.com will contractually impose data protection obligations on its subprocessors that are at least equivalent to those data protection obligations imposed on Photoandvideoedits.com under this DPA.

Data Transfers.

6.1. Governing Terms. When a User located in a Member State of the EEA or Switzerland transfers or discloses Personal Data to Photoandvideoedits.com, such transfers will be governed by the Controller to Processor Standard Clauses. For purposes of the Controller to Processor Standard Clauses, (i) the User located in the EEA or Switzerland will be referred to as the “Data Exporter” and (ii) Photoandvideoedits.com will be referred to as the “Data Importer.” Annex 1 to this Agreement shall apply as Appendix 1 of the Controller to Processor Standard Clauses.

Security Breach.

7.1. Notification Obligations. In the event Photoandvideoedits.com becomes aware of any Security Breach, Photoandvideoedits.com will notify User of the Security Breach without undue delay. The obligations in this Section 7 do not apply to incidents that are caused by User or User's personnel or end users or to unsuccessful attempts or activities that do not compromise the security of User Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

7.2. Manner of Notification. Notification(s) of Security Breaches, if any, will be delivered to one or more of User's business, technical or administrative contacts by any means Photoandvideoedits.com selects, including via email. It is User's sole responsibility to ensure it maintains accurate contact information on Photoandvideoedits.com's support systems at all times.

Term and Termination.

8.1. Term of DPA. This DPA will remain in effect until, and automatically expire upon, deletion of all User Personal Data as described in this DPA.

8.2. Deletion of User Data. Photoandvideoedits.com shall delete or return User Personal Data to User after the end of the provision of Services or Products under the Agreement and shall delete all existing copies thereof, except to the extent that Photoandvideoedits.com is required under Data Protection Legislation to keep a copy of the User Personal Data.

COMPLIANCE INFORMATION.

9.1. Information Available. Photoandvideoedits.com will make available all information necessary to demonstrate compliance with the obligations set forth in this Addendum and will contribute to audits as necessary.

Limitation of Liability. Photoandvideoedits.com's liability for breach of its obligations in this DPA are subject to the limitation of liability provision in the Agreement.

ANNEX 1: APPENDIX 1 TO THE CONTROLLER TO PROCESSOR STANDARD CLAUSES

Data exporter

The data exporter is: The User who has agreed to the Photoandvideoedits.com Terms of Use and uses Photoandvideoedits.com's Services or Products to collect Personal Data from individuals residing in the EEA or Switzerland.

Data importer

The data importer is: Photoandvideoedits.com Data subjects

The personal data transferred concern the following categories of data subjects: Individuals who use User's services or interact with User's Photoandvideoedits.com-powered website or mobile application.

Categories of data

The personal data transferred concern the following categories of data: Names, contact information, payment information, purchase history, location.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data: None

Processing operations

The personal data transferred will be subject to the following basic processing activities: Storage, marketing in accordance with the User's direction, and order processing.