

# Personal Data Addendum

Last Updated: September 3<sup>rd</sup>, 2021

This Data Processing Addendum (“Addendum”) forms part of the Lampa’s Terms of Service or other written or electronic agreement (“Agreement”) between (i) Lampa.ai (“**Lampa**”) and (ii) You (“**Client**”), each being a “**Party**” and together the “**Parties**”, including any written or electronic service orders, purchase orders or other order forms (each an “Order Form”) entered into between Lampa and Client, pursuant to which Lampa provides Services (as defined in the Agreement) to the Client.

The purpose of this Addendum is to reflect the parties’ agreement with regard to the transfer and processing of any Personal Data that is entitled to protection under the EU Data Protection Laws, US EEOC, OFCCP, FCRA regulations or data partner policies, in the course of providing the Services.

## 1. Definitions

In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

“**Controller**” means the Customer.

“**Customer Data**” means any information, data or materials received by Lampa from Customer and its end users in connection with the use of the Services.

“**Data Subject**” means the natural person to whom Personal Data relates.

“**Addendum Effective Date**” means the date from which the Customer avails the Services.

“**GDPR**” means the European Union’s General Data Protection Regulation 2016/679.

“**Instructions**” means the written, documented instructions, issued by Controller to Processor with regard to the processing of Personal Data (including, but not limited to, depersonalizing, blocking or deletion).

“**Client Personal Data**” means any Personal Data Processed by Lampa (i) on behalf of Client (including for the sake of clarity, any Client Affiliate), or (ii) otherwise Processed by Lampa, in each case pursuant to or in connection with instructions given by Client in writing, consistent with the Terms.

“**Data Protection Laws**” means (i) Directive 95/46/EC and, from May 25, 2018, Regulation (EU) 2016/679 (“GDPR”) together with applicable legislation implementing or supplementing the same or otherwise relating to the processing of Personal Data of natural persons, and (ii) to the extent not included in sub-clause (i), the Data Protection Act 1998 of the United Kingdom, as amended from time to time, and including any substantially similar legislation that replaces the DPA 1998.

“**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

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

“**Processor**” means Lampa.

Terms not defined but used herein shall have the meanings assigned to them in the Agreement or the GDPR, as the case may be.

## **2. Roles of the Parties**

The Parties acknowledge and agree that with regard to the Processing of Client Personal Data, and as more fully described in Annex 1 hereto, Client acts as a Controller or Processor, and Lampa acts as a Processor or Other Processor (as defined in section 4.2.4 below).

The Parties expressly agree that Client shall be solely responsible for ensuring timely communications to Client’s Affiliates or the relevant Controller(s) who receive the Services, insofar as such communications may be required or useful in light of applicable Data Protection Laws to enable Client’s Affiliates or the relevant Controller(s) to comply with such Laws.

## **3. Description of Personal Data Processing**

In Annex 1 to this Addendum, the Parties have mutually set out their understanding of the details of the Processing of the Client Personal Data to be Processed by Lampa pursuant to this Addendum, as required by Article 28(3) of the GDPR. Either Party may make reasonable amendments to Annex 1 by written notice to the other Party and as reasonably necessary to meet those requirements. Annex 1 does not create any obligation or rights for any Party.

## **4. Data Processing Terms**

**4.1** Client shall comply with all applicable Data Protection Laws in connection with the performance of this Addendum. As between the Parties, Client shall be solely responsible for compliance with applicable Data Protection Laws regarding the collection of and transfer to Lampa of Client Personal Data. Client agrees not to provide Lampa with any data concerning a natural person’s health, religion or any special categories of data as defined in Article 9 of the GDPR. Client shall be solely responsible for compliance with applicable Data Protection Laws and ensuring that the Client has obtained a Data Subject’s express opt-in consent for accessing personal data for the given Data Subject. In case that the Data Subject has not provided express opt-in consent, Client certifies that the personal data including any Data Subject IDs has been provided directly by the Data Subject that the Data Subject would reasonably expect to be used for that purpose, or has been obtained from a public, generally-available resource (such as a directory of members of a professional association, publicly available bio of or tweets by the Data Subject etc.). Additionally, for Data Subjects covered by GDPR, Client certifies that accessing is necessary for the purposes of the legitimate interests pursued by the Client, as per Article 6 of the GDPR.

**4.2** Lampa shall comply with all applicable Data Protection Laws in the Processing of Client Personal Data and shall:

**4.2.1** process the Client Personal Data relating to the categories of Data Subjects for the purposes of the Terms and for the specific purposes in each case as set out in Annex 1 to this Addendum and otherwise solely on the documented instructions of Client, for the purposes of providing the Services and as otherwise necessary to perform its obligations under the Terms including with regard to transfers of Client Personal Data to a third country outside the European Union or an international organization (unless required by Union or Member State law to which Lampa is subject, in which case Lampa shall inform Client of that legal requirement before such Processing, unless that law prohibits such information on important grounds of public interest); Lampa shall immediately inform the Client if, in Lampa’s opinion, an instruction infringes applicable Data Protection Laws;

**4.2.2** ensure that persons authorized to process the Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

**4.2.3** implement and maintain the technical and organizational measures set out in the Terms and, 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, implement any further appropriate technical and organizational measures necessary to ensure a level of security appropriate to the risk of the Processing of Client Personal Data in accordance with Article 32 of the GDPR, and specifically:

(a) pseudonymization and encryption of Client Personal Data;

(b) ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services that process Client Personal Data;

(c) restoring availability and access to Client Personal Data in a timely manner in the event of a physical or technical incident; and

(d) regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing of the Client Personal Data.

**4.2.4** Client (on behalf of the relevant Controller(s), as applicable), hereby expressly and specifically authorizes Lampa to engage another Processor to Process the Client Personal Data ("Other Processor"), and specifically the Other Processors listed in Annex 2 hereto, subject to Lampa's:

(a) notifying Client of any intended changes to its use of Other Processors listed in Annex 2 by emailing notice of the intended change to Client;

(b) including data protection obligations in its contract with each Other Processor that are materially the same as those set out in this Addendum; and

(c) remaining liable to the Client for any failure by each Other Processor to fulfill its obligations in relation to the Processing of the Client Personal Data.

In relation to any notice received under section 4.2.4 a., the Client shall have a period of 30 (thirty) days from the date of the notice to inform Lampa in writing of any reasonable objection to the use of that Other Processor. The parties will then, for a period of no more than 30 (thirty) days from the date of the Client's objection, work together in good faith to attempt to find a commercially reasonable solution for the Client which avoids the use of the objected-to Other Processor. Where no such solution can be found, either Party may (notwithstanding anything to the contrary in the Terms) terminate the relevant Services immediately on written notice to the other Party, without damages, penalty or indemnification whatsoever;

**4.2.5** to the extent legally permissible, promptly notify Client of any communication from a Data Subject regarding the Processing of Client Personal Data, or any other communication (including from a Supervisory Authority) relating to any obligation under the applicable Data Protection Laws in respect of the Client Personal Data and, taking into account the nature of the Processing, assist Client (or the relevant Controller) by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Client's, Client's Affiliates' or the relevant Controller(s)' obligation to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR; Client agrees to pay Lampa for time and for out of pocket expenses incurred by Lampa in connection with the performance of its obligations under this Section 4.2.5;

**4.2.6** upon Lampa's becoming aware of a Personal Data Breach involving Client Personal Data, notify Client without undue delay, of any Personal Data Breach involving Client Personal Data, such notice to include all information reasonably required by Client (or the relevant Controller) to comply with its obligations under the applicable Data Protection Laws;

**4.2.7** to the extent required by the applicable Data Protection Laws, provide reasonable assistance to Client, Client's Affiliates' or the relevant Controller(s)' with its obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the Processing and information available to Lampa; Client agrees to pay Lampa for time and for out of pocket expenses incurred by Lampa in connection with any assistance provided in connection with Articles 35 and 36 of the GDPR;

**4.2.8** cease Processing the Client Personal Data upon the termination or expiry of the Terms, and at option of Client, Client's Affiliates or the relevant Controller(s) either return or delete (including by ensuring such data is in non-readable format) all copies of the Client Personal Data Processed by Lampa, unless (and solely to the extent and for such period as) Union or Member State law requires storage of the Personal Data. Notwithstanding the foregoing or anything to the contrary contained herein, Lampa may retain Personal Data and shall have no obligation to return Personal Data to the extent required by applicable laws or regulations obligations. Any such Personal Data retained shall remain subject to the obligations of confidentiality set forth in the Terms; and

**4.2.9** make available to Client all information necessary to demonstrate compliance with this Addendum and allow for and contribute to audits, including inspections, by Client, or an auditor mandated by Client. For the purposes of demonstrating compliance with this Addendum under this section 4.2.9, the Parties agree that once per year during the term of the Terms, Lampa will provide to Client, on reasonable notice, responses to cybersecurity and other assessments. Client agrees to pay Lampa for time and for out of pocket expenses incurred by Lampa in connection with assistance provided in connection with such audits, responses to cybersecurity and other assessments.

## **5. Precedence**

The provisions of this Addendum are supplemental to the provisions of the Terms. In the event of any inconsistency between the provisions of this Addendum and the provisions of the Terms, the provisions of this Addendum shall prevail.

## **6. Indemnity**

To the extent permissible by law, Client shall indemnify and hold harmless Lampa against all (i) losses, (ii) third party claims, (iii) administrative fines and (iv) costs and expenses (including, without limitation, reasonable legal, investigatory and consultancy fees and expenses) reasonably incurred and suffered by Lampa and that arise from any breach by Client of this Addendum or of its obligations under applicable Data Protection Laws.

## **7. Severability**

The Parties agree that, if any section or sub-section of this Addendum is held by any court or competent authority to be unlawful or unenforceable, it shall not invalidate or render unenforceable any other section of this Addendum.

## **8. Opt-out**

If the Client would like its profile not to be available as part of the Lampa product or service, the Client can opt out by sending an email to [support@lampa.ai](mailto:support@lampa.ai) with “Opt-out request” in the subject line. The Client should provide a list of all email IDs, phone numbers and/or social handles or usernames or profile links that should not be available as part of the Lamp product or service.

## **Annex 1: Description of Processing of Client Personal Data**

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

### **Subject matter and duration of the Processing of the Personal Data**

The subject matter and duration of the Processing of the Client Personal Data are set out in the Terms and Privacy Policy.

### **The nature and purpose of the Processing of the Personal Data**

The nature and purpose of the Processing of the Client Personal Data are set out in the Terms and Privacy Policy.

### **The categories of Data Subject to whom the Client Personal Data relates**

Client current and prospective customers, current and prospective employees, vendors and business partners

### **The types of Client Personal Data to be Processed**

Name, Date of Birth, Education, Email, Image, Job, Language, Phone, Location, User ID, Username, Personality, Behavior, Public Content

### **Special categories of data**

None

### **The obligations and rights of Client**

The obligations and rights of Client are set out in the Terms and this Addendum.

### **Data exporter (as applicable)**

Client of Lampa that uses the Services

### **Data importer (as applicable)**

Lampa that provides services to the Client, which requires receiving the Client's query data

### **Processing operations (as applicable)**

The personal data transferred will be subject to the following basic processing activities: The provision of Lampa's Services to Client. In order to provide people data, Lampa receives identifying Personal Data to permit Lampa to query, cleanse, standardize, enrich, predict, (when required) send to additional data feed providers, and to store the query information.

## **Annex 2: Other Processors**

<b>Name of Other Processor</b>	<b>Processing Description</b>	<b>Location</b>
Microsoft Azure	Video-interview processing	US
Digital Ocean	Network, Infrastructure, Storage	US
Firebase	On-site analytics	US