DATA PROCESSING ADDENDUM – V1

This Data Processing Addendum ("DPA") forms a part of the agreement entered into between Daisycon and the Advertiser ("Network Agreement") on the one hand and the agreement entered into between Daisycon and the Publisher ("Affiliate Agreement") on the other hand.

Please also read Daisycon's [privacy policy](#) to understand how Daisycon stores, processes and otherwise uses Personal Data.

The terms "**Controller**", "**Processor**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Process(ed)**" and "**Processing**" have the meanings given to them in the EU General Data Protection Regulation 2016/679 ("**GDPR**") and the EU Directive 2002/58/EC ("**ePrivacy Directive**").

Processing of Personal Data

1. **Personal Data**
    1.1. This DPA describes the Processing of Personal Data that takes place in the context of the Advertiser and the Publisher making use of Daisycon's services. Daisycon matches the click made by a Data Subject with the Publisher, to an action made by a Data Subject with the Advertiser. The Personal Data that is Processed by Daisycon through this mechanism is defined as "**Matching Data**". Cookies used by Daisycon in the context of Daisycon's matching process, do not contain and are not considered personal data and thus fall outside of the scope of this DPA.
    1.2. Any additional Processing of Personal Data performed by and/or between Advertiser and/or Publisher falls outside of the scope of this DPA and should be defined in the respective party's Privacy Policy and/or agreed between Advertiser and Publisher in the additional terms in the campaign on the Daisycon platform.
    1.3. This Matching Data, as processed by Daisycon, limits the impact on the privacy of Data Subjects to a large extent. This Matching Data concerns only the IP addresses of Data Subjects, which are truncated and hashed by Daisycon to create a unique identifier to match the Data Subject's actions between the Publisher and the Advertiser. This Matching Data is considered anonymous data when shared with the Publisher and/or Advertiser; the Data Subject cannot be identified by the Publisher and/or the Advertiser, by itself, without additional data.
    1.4. Whereas other Personal Data of this Data Subject are known to the Advertiser as a result of the visit of Advertiser's website and/or a (trans)action performed by the Data Subject at the Advertiser, these other categories of Personal Data are by default not shared with either Daisycon or Publisher. The Advertiser only shares a unique transaction ID – verifying the transaction of the Data Subject – with Daisycon, which has been either pseudonymised or attributed an identification number, that is not considered Personal Data, by the Advertiser. Therefore neither Daisycon nor Publisher shall act as Controller or Processor with regard to these other Personal Data.
    1.5. Similarly, the Publisher may process Personal Data of Data Subjects outside of the scope of the services provided by Daisycon, for their own purposes. These other categories of Personal Data are by default not shared with either Daisycon or Publisher. The Publisher only shares a unique Sub-ID – verifying the Data Subject that clicked on a link – with Daisycon, which has been either pseudonymised or attributed an identification number, that

is not considered Personal Data, by the Publisher. Therefore neither Daisycon nor Advertiser shall act as Controller or Processor with regard to these other Personal Data.

2. **Advertiser Clauses**
   2.1. This section applies to the Advertiser, in the context of the provision of Daisycon's services to Advertiser.
   2.2. The Advertiser shall take appropriate measures to provide Data Subjects with information about how Personal Data is being Processed by or on behalf of the Advertiser, which shall at a minimum include all the information required by Articles 13, 14 and 26 of the GDPR, in a concise, transparent and easily accessible form, using clear and plain language, and specify an appropriate contact point which Data Subjects can use if they have any questions regarding the Advertiser's compliance with the GDPR or wish to exercise their rights under the GDPR.
   2.3. The Advertiser must publish their use of Daisycon's services and the way in which Advertiser and Daisycon Process data to the Data Subject. This can be done by displaying a prominent link to Daisycon's privacy policy page (available at https://www.daisycon.com/en/privacy).
   2.4. The Advertiser will make all reasonable efforts to ensure that a data subject receives clear and comprehensive information about the storage and processing of data and the matching process in connection with the services provided by Daisycon, when such activity takes place in connection with the services. A standard text for the Advertiser to use in their privacy statement is available in the FAQ:
   https://www.daisycon.com/en/standard-text-privacy-statement-advertisers/.

3. **Publisher Clauses**
   3.1. This section applies to the Publisher, in the context of the provision of Daisycon's services to Advertiser.
   3.2. In accordance with the GDPR and the ePrivacy Directive, the Publisher will, on behalf of Daisycon, to comply with the ePrivacy Directive consent requirements, obtain the prior, freely given, specific, informed, unambiguous and revocable consent of any visitors to any cookies or other tracking technologies served by Daisycon to the visitor as a result of a click.
   3.3. Daisycon may request information (including consent records/logs) from the Publisher to objectively verify whether the Publisher has complied with the above clause, and the Publisher shall promptly (and no later than 14 days following Daisycon's written request) make such information available to Daisycon.
   3.4. The Publisher shall take appropriate measures to provide Data Subjects with information about how Personal Data is being Processed by or on behalf of the Advertiser, which shall at a minimum include all the information required by Articles 13, 14 and 26 of the GDPR, in a concise, transparent and easily accessible form, using clear and plain language, and specify an appropriate contact point which Data Subjects can use if they have any questions regarding the Publisher's compliance with the GDPR or wish to exercise their rights under the GDPR.
   3.5. The Publisher must publish their use of Daisycon's services and the way in which Advertiser and Daisycon Process data to the Data Subject. This can be done by displaying a prominent link to Daisycon's privacy policy page (available at https://www.daisycon.com/en/privacy).
   3.6. The Advertiser will make all reasonable efforts to ensure that a data subject receives clear and comprehensive information about the storage and processing of data and the matching process in connection with the services provided by Daisycon, when such activity takes place in connection with the services. A standard text for the Publisher to use in their privacy statement is available in the FAQ:
   https://www.daisycon.com/en/standard-processor-agreement-publishers/.

4. **Joint Responsibilities and Liability**
    4.1. Each party guarantees to comply with all applicable legal obligations concerning Personal Data, privacy and other data regulations and legislation, relating to the services offered by Daisycon to the Advertiser and the Publisher.
    4.2. Each party shall fulfil their obligations to respond to requests to exercise Data Subject rights under the GDPR. Each recipient of any request by a Data Subject to exercise his or her rights under the GDPR shall be responsible for its response, related to the Processing performed by the party in question. Each party will provide the other party any co-operation reasonably requested to enable the other party's compliance with this clause.
    4.3. Each party shall be solely liable for any costs, claims, losses, damages, expenses or fines arising from: (a) its breach of applicable data regulations; (b) its breach of this Data Processing Addendum; (c) Processing of Personal Data in its possession; and (d) events for which it is responsible; and accordingly there shall be no joint liability between the parties in respect of such breaches.
    4.4. Daisycon shall not be liable for any Processing performed by and/or between the Advertiser and the Publisher. Any Personal Data processed between the Advertiser and the Publisher acting in the role(s) of Data Controller, Data Processor or Joint Controllers amongst themselves, shall be entirely out of scope of the services provided by Daisycon and the applicable Data Processing Addendum. The Advertiser and/or the Publisher shall indemnify Daisycon from any and all third-party claims relating to this Processing of Personal Data.

5. **General**
    5.1. In the event of inconsistencies between the provisions of this DPA and any other agreement or terms and conditions, this DPA shall take precedence, unless explicitly agreed otherwise in writing.
    5.2. Daisycon is at all times entitled to adjust this Data Processing Addendum. The Advertiser and the Publisher will receive a digital notice thereof. If the Advertiser or the Publisher does not object within 14 days after the notice, the party in question is considered to have accepted the adjusted Data Processing Addendum.
    5.3. This Data Processing Addendum shall be in force during the term of the services being provided by Daisycon to the Advertiser or the Publisher. If the services provision ends, this Data Processing Addendum shall end by operation of law, except when the nature of the processing requires certain specific provisions of this Data Processing Addendum to remain in force.
    5.4. The governing law and jurisdiction of this Data Processing Addendum shall be the same as that of the Network Agreement or of the Affiliate Agreement. In the case that no governing law has been established in the aforementioned agreement, the governing law shall be that of The Netherlands.