Loomio – EU Data Processing Addendum

This Data Processing Addendum (the **Addendum**) forms part of the Loomio Terms of Service (and any ancillary or related documentation), as updated or amended from time to time (the **Agreement**), between the Customer (as identified below) and Loomio. All capitalised terms not defined in this Addendum shall have the meaning set out in the Agreement.

HOW TO EXECUTE THIS ADDENDUM:

1. This Addendum has been pre-signed by Loomio.

2. If Loomio processes personal data on behalf of a Loomio customer that qualifies as a controller with respect to that personal data under the EU General Data Protection Regulation (Regulation 2016/679) (an **Eligible Customer**), such Eligible Customer may execute this Addendum. Eligible Customers can complete this Addendum by:

    a) Completing the information in the signature box and counter-signing on page 4; and
    b) Submitting the completed and signed Addendum to Loomio at contact@loomio.org. Any questions regarding this Addendum should be sent to contact@loomio.org.

3. Upon receipt of the validly completed and signed Addendum in accordance with the instructions above, this Addendum will become legally binding.

APPLICATION OF THIS ADDENDUM:

If the entity signing this Addendum is an **Eligible Customer** at the date of counter-signature, this Addendum will form part of the Agreement. In such case, Loomio, as a party to the Agreement will be a party to this Addendum, as identified in the Eligible Customer Loomio invoice.

If the entity signing this Agreement is not an Eligible Customer at the date of counter-signature, this Agreement will not be valid or legally binding.

The parties agree that the obligations under this Addendum that are specific to the EU General Data Protection Regulation (Regulation 2016/679) shall not apply until the later of the Eligible Customer counter-signature or the date the EU General Data Protection Regulation (Regulation 2016/679) has come into full force and effect.

1. **Data Protection**

    1.1. *Definitions:* In this Addendum, the following terms shall have the following meanings:

        a) "**controller**", "**processor**", "**data subject**", "**personal data**", "**processing**" (and "**process**") and "**special categories of personal data**" shall have the meanings given in Applicable Data Protection Law

        b) "**Applicable Data Protection Law**" shall mean: (i) prior to 25 May 2018, the EU Data Protection Directive (Directive 95/46/EC); and (ii) on and after 25 May 2018, the EU General Data Protection Regulation (Regulation 2016/679)

        c) "**Loomio**" means the Loomio Cooperative Limited entity that is a party to this Addendum, as specified in paragraph 1 of the section "APPLICATION OF THIS ADDENDUM" above.

1.2. *Relationship of the parties:* Customer (the controller) appoints Loomio as a processor to process the personal data described in the Agreement (the **"Data"**) for the purposes described, and the terms set out in the Agreement, including, for the avoidance of doubt, to provide you with, and update and improve, our services (or as otherwise agreed in writing by the parties) (the **"Permitted Purpose"**). Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.

1.3. *Prohibited data:* Unless explicitly requested by Loomio to do so, Customer shall not disclose (and shall not permit any data subject to disclose) any special categories of personal data to Loomio for processing.

1.4. *International transfers:* Loomio shall not transfer the Data outside of the European Economic Area (**"EEA"**) unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law. Such measures may include (without limitation) transferring the Data to a recipient in a country that the European Commission has decided provides adequate protection for personal data (e.g., New Zealand), to a recipient in the United States that has certified its compliance with the EU-US Privacy Shield, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.

1.5. *Confidentiality of processing:* Loomio shall ensure that any person it authorises to process the Data (an **"Authorised Person"**) shall protect the Data in accordance with Loomio's confidentiality obligations under the Agreement.

1.6. *Security:* Loomio shall implement all appropriate technical and organisational measures to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a **"Security Incident"**).

1.7. *Subcontracting:* Customer consents to Loomio engaging third party sub-processors to process the Data for the Permitted Purpose provided that: (i) Loomio maintains an up-to-date list of its sub-processors, which shall be available on its website, which it shall update with details of any change in sub-processors at least 30 days prior to the change; (ii) Loomio imposes data protection terms on any sub-processor it appoints that require it to protect the Data to the standard required by Applicable Data Protection Law; and (iii) Loomio remains liable for any breach of this Addendum that is caused by an act, error or omission of its sub-processor. Customer may object to Loomio's appointment or replacement of a sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Loomio will either not appoint or replace the sub-processor or, if this is not reasonably possible, in Loomio's sole discretion, Customer may suspend or terminate the Agreement without penalty (without prejudice to any fees incurred by Customer up to and including the date of suspension or termination).

1.8. *Cooperation and data subjects' rights:* Loomio shall provide reasonable and timely assistance to Customer (at Customer's expense) to enable Customer to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law; and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data. In the event that any such request, correspondence, enquiry or complaint is made directly to Loomio, Loomio shall promptly inform Customer providing full details of the same.

1.9. *Data Protection Impact Assessment:* If Loomio believes or becomes aware that its processing of the Data is likely to result in a high risk to the data protection rights and

freedoms of data subjects, it shall inform Customer and provide reasonable cooperation to Customer in connection with any data protection impact assessment that may be required under Applicable Data Protection Law.

1.10. *Security incidents:* If it becomes aware of a confirmed Security Incident, Loomio shall inform Customer without undue delay and shall provide reasonable information and cooperation to Customer so that Customer can fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Applicable Data Protection Law. Loomio shall further take reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and keep Customer informed of all material developments in connection with the Security Incident.

1.11. *Deletion or return of Data:* Upon termination or expiry of the Agreement, Loomio will, on Customer's explicit request, delete or return the Data in its possession or control (in a manner and form decided by Loomio, acting reasonably). This requirement shall not apply to the extent that Loomio is required by applicable law to retain some or all of the Data, or to Data it has archived on back-up systems, which Data Loomio shall securely isolate and protect from any further processing.

SIGNATURES:

Loomio Co-operative Limited	**Customer (as registered with Loomio)**
Signature	Signature
Name: Michael Elwood-Smith	Name:
Position: Director	Position:
Email: michael@loomio.org	Email:
Date: 2018-03-22	Date: