

HostHatch Data Processing Addendum

This Data Processing Addendum (“DPA”) supplements your agreement to our Terms of Service and all associated policies. This DPA follows the requirements of the EU General Data Protection Regulation (“GDPR”) that comes into effect on the 25th of May, 2018.

This DPA is entered into by HostHatch LLC (“HostHatch”), a private company based in Tampa, United States and the Customer. You must be an existing HostHatch Customer in order to agree to this DPA with HostHatch.

Acceptance of this DPA:

This DPA is part of our Privacy Policy and as such, is accepted upon using our services, as defined in our Terms of Service agreement. You may also wish to have a signed copy for compliance if needed, in which case, please email admin@hosthatch.com with a signed copy.

1. Definitions:

When used in this DPA, these terms have certain meanings and they are following. Any capitalized terms not defined in this DPA have the meaning given in our Terms of Service and associated policies.

“**EU Data Protection Laws**” means all the laws and regulations of the EU, the EEA and the United Kingdom, applicable to the processing of personal data, as defined in our Terms of Service and associated policies, including, where applicable, the GDPR.

“**GDPR**” means the EU General Data Protection Regulation, which goes into effect on the 25th of May, 2018.

“**Controller**” means the data controller, an entity which determines the purpose and means of the processing of personal data.

“**Processor**” means the data processor, an entity which processes personal data on behalf of the data controller

“**Personal Data**” means any user’s personal information, as defined in the EU Data Protection Laws.

“**Processing**” means any processing or operations on the personal data, as defined in the EU GDPR. And “process”, “processes” and “processed” shall be interpreted accordingly.

“Sub-processor” means any entity that is engaged by HostHatch or any further HostHatch’s sub-processor to process the data on behalf of the data controller

“Customer data” means any data that HostHatch and its sub-processors process on behalf of the data controller during the contract

“Affiliate” means an entity that directly or indirectly Controls, is Controlled by or is under common Control with an entity.

“Services” means any product or service provided by HostHatch to the Customer.

2. Scope

2.1 Scope. This DPA applies where and only to the extent of that HostHatch processes Customer data on behalf of the Customer during the course of the services provided and is subject to the EU Data Protection Laws. The parties agree to the terms and conditions defined in this DPA.

2.2 Roles. The customer is the controller of the Personal Data and HostHatch will process this Personal Data only as a Processor on behalf of the Customer. The Customer is solely responsible for ensuring timely communication to Customer’s Affiliates who use the Services, if and where required in order to comply with the applicable laws.

2.3 HostHatch data. Notwithstanding anything to the contrary in the Agreement, Customer acknowledges that HostHatch has the right to use and disclose data relating to and/or obtained in connection with the operation, support and or other uses of our services for HostHatch’s legitimate usage, such as billing, account management, technical support, product development and sales and marketing. To the extent that such data is considered Personal Data, HostHatch is considered the Controller and shall process such data as the Controller, in compliance with the EU Data Protection Laws.

3. Processing of Personal Data

The Processing of Personal Data is explained in the Annex A of this DPA. Either party may make reasonable amendments to Annex A by written notice to the other party.

4. Sub-processors

4.1 Authorized Sub-processors. Customer expressly and specifically authorize HostHatch to engage Sub-processors to process Customer Personal Data on behalf of Customer's behalf. The Sub-processors currently engaged by HostHatch are listed in Annex C.

4.2 Sub-processor Obligations. HostHatch shall: (i) include protection obligations, inline with the EU Data Protection Laws and the GDPR with each processor and (ii) remain responsible for its compliance with the obligations defined in this DPA and for any acts of the sub-processor that lead HostHatch to breach any of its obligations under this DPA.

4.3 Changes to sub-processors. HostHatch will inform the customer of any additions to the sub-processors. Customer may object to this within 5 working days. Such notice should explain the grounds for objection. If HostHatch and the Customer cannot come to agreement, either party may choose to terminate the agreement and end the use of applicable services.

5. Security

5.1 Security Measures. HostHatch shall take the appropriate security measures to protect all Personal Data from breaches and/or other security incidents as described in the Annex B of this agreement.

5.2 Confidentiality of Processing. HostHatch shall take reasonable steps to ensure the reliability of any person (including staff and subcontractors) who may have access to the Personal Data by using contracts where needed.

5.3 Security Incident Response. HostHatch shall notify the Customer without any undue delays of any Security Incidents occurring and HostHatch becoming aware to it.

5.4 Updates to Security Measures. Customer agrees that HostHatch may, from time to time, update or modify the Security Measures to keep in line with the latest security technology and/or otherwise.

5.5 Security Reports. HostHatch shall provide, not more than once per year, responses to security assessment questionnaires on a confidential basis for the purpose of confirming HostHatch's compliance with this DPA.

6. Data transfers

6.1 To the extent of any processing of Personal Data by HostHatch that takes place in any country outside of the EU, the parties agree that the standard contractual clauses approved by the EU authorities under EU Data Protection Laws, and that HostHatch will act as the 'data importer' and the Customer will act as the 'data exporter'.

6.2 The Customer acknowledges and accepts that processing of personal data by HostHatch (the Processor) and any of its sub-processors may be done outside the EU. HostHatch shall implement appropriate safeguards to protect the Personal Data wherever it is processed, in accordance with the EU Data Protection Laws.

7. Return or Deletion of Data

7.1 Customer may request that HostHatch provides an exported copy of the data by emailing admin@hosthatch.com

7.2 Customers with no active active services may request for their account to be closed and any Personal Data be removed. If there has been an abuse of our Terms of Service agreement, or other illegal usage of the service, HostHatch has the right to hold Personal Data for whichever duration it deems necessary to prevent future abuse from the same customers.

7.3 Data that is backed up shall be securely separated and not processed further, unless required by the law.

8. Customer Rights

8.1 To the extent that the Customer is unable to independently access the relevant Personal Data, HostHatch shall (at Customer's expense) taking into account the nature of the processing, provide reasonable cooperation to assist the Customer by appropriate technical and organizational measures to respond to any requests from individuals or applicable data protection authorities relating to the processing of Personal Data under the Agreement. In the event that any such request is made directly to HostHatch, HostHatch shall not respond to such communication directly without Customer's prior authorization, unless legally compelled to do so. If HostHatch is required to respond to such a request, HostHatch shall promptly notify Customer and provide it with a copy of the request unless legally prohibited from doing so.

8.2 To the extent required under EU Data Protection Law, HostHatch shall provide (at Customer's expense) reasonably requested information regarding HostHatch's processing of Personal Data under the Agreement to enable the Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by law.

9. Miscellaneous

9.1 This DPA is in supplement to our standard Terms of Service agreement. This DPA overrules any conflicts between this DPA and our Terms of Service agreement.

9.2 In no event shall any party limit its liability with respect to any individual’s data protection rights under this DPA or otherwise.

9.3 This DPA shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by EU Data Protection Laws.

HostHatch LLC

DocuSigned by:
By Abdullah Rafiq
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Name: Abdullah Rafiq

Title: COO

_____ (“Customer”)

By _____

Name: _____

Title: _____

Annex A - Processing of Personal Data

The duration of the Processing is set out in the Terms of Service agreement and this DPA.

The nature of Processing is set out in our Terms of Service agreement and this DPA.

The types of data we store are the responsibility of the Customer to decide as the Data Controller. HostHatch only processes such data as requested by the Customer.

The obligations and rights of the customer are as set in the Terms of Service agreement and this DPA.

The Customer in this DPA and our Terms of Service agreement is considered as the 'Data Exporter'

HostHatch in this DPA and our Terms of Service agreement is considered as the 'Data Importer'

Annex B - Security Measures

Available on Request

Annex C - List of HostHatch sub-processors

Available on request