

Data Processing Agreement

concerning the transfer of data for processing according to Sec 10 and 11 Austrian Data Protection Act (Datenschutzgesetz – "DSG") and Art 28 ff General Data Protection Regulation ("GDPR")

concluded between

IXOLIT GmbH
Mariahilfer Strasse 77-79
A-1060 Vienna
Austria

(hereinafter referred to as "Processor")

and

[Name]
[Adresse]

(hereinafter referred to as "Sub-Processor")

1. Subject matter, nature and purpose of the processing

Moreify is a SMS messaging / call verification service offering two-factor authentication, one-time-passwords and bulk text message sending. It is exclusively aimed at business customers. Clients can register and then decide whether they want to use the service through our API interface or the web interface. After registration one or several projects can be created. Each client has the ability to manage consumer contact information within the platform and organize it into groups to deliver text messages or trigger call verifications.

Each client can recharge their creditbalance via various payment methods or by paying an invoice. Each message sending action is deducted from the available creditbalance.

The data of the consumer are processed exclusively on behalf of the Controller (Client). The data is stored on hardware belonging to IXOLIT GmbH, which is hosted by Nextlayer GmbH in austrian data centers.

Client → Moreify Customer (B2B) / Controller
Consumer → Client's end-customer / message recipient

2. Duration of the processing

The duration of processing depends on the duration of the use of the Moreify Service.

3. Categories of data subjects

- Client - Person using the Moreify Service
- Consumer - CLIENT's end customer or message recipient

4. Types of personal data

Client:

- Name
- Email
- Address
- Company Name
- Phonenummer
- IP
- VAT
- User Login (Email, Passwort)

- Payment Informations

Consumer*:

- Name
- Nickname
- Phonenummer
- Email
- Message content

* Client decides individually on the content, processing and storage of this consumer data

5. Rights and obligations of the Processor and the Controller

- 5.1.** Controller is a data controller in the meaning of Sec 4 lit 4 DSG and Art 4 lit 7 GDPR with respect to any kind of information relating to data subjects who are identified or identifiable as defined in Sec 4 lit 1 DSG, respectively Art 4 lit 1 GDPR (“personal data”) and which are committed to Processor as data processor in the meaning of Sec 4 lit 5 DSG and Art 4 lit 8 GDPR in the course of providing the Services as defined above.
- 5.2.** Processor is obliged to process personal data and any processing results according to Controller's documented instructions respectively in line with the applicable (data protection) laws. Instructions regarding the processing of personal data must be sent directly to the email address privacy@moreify.com. Processor shall process personal data only to the extent necessary for the performance of the Services defined above. However, Processor is entitled to conduct non-personal and statistical evaluations based on the personal data provided by the Controller for the own purposes of the Processor as well as for the purposes of third parties.
- 5.3.** Processor confirms that all persons engaged in any processing of data have been bound prior to accessing the data to confidentiality obligation pursuant to Sec 15 DSG, Sec 6 DSG 2018 and Art 28 Para 3 lit b GDPR.
- 5.4.** Processor declares that adequate preventive measures in particular as prescribed in Sec 14 DSG and Art 32 GDPR have been implemented to especially prevent data from being used contrary to regulations or that data will be made accessible to third parties without Controller's prior written authorization. Processor has implemented technical and organizational security measures. However, the concrete data security measures may - depending on the processing activity - be adapted and updated by the Processor on its own behalf and in line with the applicable statutory provisions. The Controller can request the current TOMs from the Processor at any time in writing.
- 5.5.** Hereby Controller provides Processor a general written authorization in accordance with Art 28 Para 2 GDPR to engage a third-party to conduct processing (“Subprocessor”). Processor shall inform Controller in due time of any engagement of a Subprocessor in order to enable Controller to object to its engagement pursuant to Art 28 Para 2 GDPR. Processor shall enter into a written agreement with Subprocessor pursuant to Sec 10 DSG, Art 28 Para 4 GDPR and shall impose on each Subcontractor all obligations of this Agreement.
According to Art 28 Para 2 GDPR, the Controller hereby renders its prior authorization to Processor to use sending services (SMS/Call providers) for the provision of the Moreify service as Subprocessors.
In addition, the Controller approves the use of the following categories of sub-processors: providers of project communication tools, cloud services, and marketing tools. The Controller can request an up-to-date list of the sub-processors consulted from the contract processor at any time upon written request.
- 5.6.** Processor confirms that technical and organisational measures were enacted enabling Controller to secure the data subject's rights within the statutory period, in particular the right to information (Art 13 and 14 GDPR), the right of access (Sec 26 DSG, Art 15 GDPR) the right to rectification and to erasure (Sec 27 DSG, Art 16 and 17 GDPR), right to restriction of processing (Art 18 GDPR) and the right to data portability (Art 20 GDPR). Processor will provide Controller with the information required for this purpose upon request. In case Processor is directly contacted by data subjects concerning their rights resulting from data protection laws, Processor shall forward the respective request by the data subject to Controller within an appropriate period of time. Only after a corresponding documented instruction by the Controller by email to privacy@moreify.com will the Processor comply with the request of the data subject.

5.7.	Processor shall support Controller to a reasonable extent and considering the kind of processing activities with fulfilling the obligations of the Controller according to Art 32 to 36 GDPR.
5.8.	After termination of the Services, Processor shall - upon Controller's choice - either delete all personal data or return the personal data to Controller. However, Processor shall be entitled - even after termination of the Services - to conduct non-personal, statistical and other evaluations concerning the data provided by the Controller for the own purposes of the Processor or third parties. After a period of 90 days, the processor will also continuously make the personal data processed for the Controller anonymous. The person responsible must therefore ensure that any data is backed up.
5.9.	Pursuant to Art 28 Para 3 lit h GDPR, Processor is obliged to provide Controller with any information necessary to control the adherence to the duties set out in this agreement.
5.10.	Processor is entitled to an appropriate remuneration based on the hourly rates agreed between the Controller and the Processor for rendering the services under this agreement.
5.11.	This agreement shall be governed by the laws of the Republic of Austria by explicitly excluding its conflict of law provisions.

Vienna, 24. May 2018