

Ad4Game Data Processing Agreement (DPA)

(1) Introduction

This Data Processing Agreement (“DPA”) is included into the Ad4Game Terms of Use available at <https://www.Ad4Game.com/terms> entered into by and between You (the “User”); and Ad4Game (the “Website”).

This DPA sets the parties’ agreement concerning the Processing of Personal Data. User and Ad4Game are jointly referred to as the “Parties” This DPA shall apply when the User is established within the European Union (“EU”) or Switzerland and/or when Ad4Game processes Personal Data of Data Subjects located in the EU or Switzerland on behalf of User.

User enters into this DPA on behalf of itself, and to the extent required under applicable Data Protection Laws, in the name and on behalf of its authorized Affiliates, if and to the extent Ad4Game processes Personal Data for which such authorized Affiliate qualifies as the Data Controller.

Ad4Game may process Personal Data on behalf of User and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

(2) Definitions

“Data Controller” is the entity who, either alone or with others, controls the content and use of Personal Data by determining the purposes or means by which that Personal Data is processed.

“Data Processor” is the entity which Processes Personal Data on behalf of the Data Controller.

“Sub-processor” means any Data Processor engaged by Data Processor.

“Data Protection Laws” are the laws and regulations of the European Union and/or Switzerland that are applicable to the Processing of Personal Data.

“Data Subject” is the individual to whom Personal Data refers.

“Personal Data” is any Information which relates to a living individual, who can be identified either directly from that data, or indirectly in conjunction with other data which is likely to come into the legitimate possession of the Data Controller.

“Processing” means any set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction (“Process”, “Processes” and “Processed” shall have the same meaning).

“Affiliate” means any entity which is controlled by, controls or is in common control with one of the parties.

“Services” means Ad4Game’s advertising network permitting the purchase and/or sale of online advertising.

(3) Processing of User's personal data

(a) The Parties agree that regarding the Processing of Personal Data, website is the Data Processor and User is the Data Controller.

(b) In its use or receipt of the Services User shall:

- process Personal Data in agreement with the obligations of the Data Protection Laws,
- guarantee that it has received suitable consent from Data Subjects as necessary by Data Protection Laws,
- ensure that its instructions for the Processing of Personal Data meet the terms of the Data Protection Laws,
- upon Ad4Game's request, present evidence of such consent, including without limitation, the date and the consent language presented to the Data Subject.
- have sole responsibility for the accuracy, legality, and quality of Personal Data and the means by which User acquired the Personal Data.

(c) Ad4Game shall only Process Personal Data on behalf of and in accordance with this Agreement and User's instructions. User instructs Ad4Game to Process Personal Data for the following purposes:

- Processing in accordance with the Agreement;
- Processing to comply with other reasonable instructions provided by User where such instructions are consistent with the terms of the Agreement.

(d) The subject of the Processing is the performance of the Services and the Processing shall be approved for the duration of the Agreement.

(e) The nature of Personal Data may include the following:

- end-user information consisting of IP address and/or identifier for advertisers
- contact and billing-related information consisting of contact and/or company name, phone number, instant messenger, billing address, username, VAT number, bank account number, email address used for PayPal, information for Payoneer payments.

(f) The types of Data Subjects Processed may include the following:

- persons who are end-users of User's websites and/or mobile application(s).
- persons who are employees, agents or representatives of User in Ad4Game's online platform.

(4) Sub-processors

(a) User recognizes and agrees that Ad4Game may engage its affiliates and/or third-party Sub-processors. Any Sub-processors will be allowed to access Personal Data only to deliver the services Ad4Game has engaged them to supply, and are forbidden from using Personal Data for any other purpose.

Ad4Game acknowledges and agrees that any agreement with a Sub-processor will include significantly the same data protection obligations as set out in this agreement.

(b) Ad4Game shall notify the User of the appointment of any new Sub-processor (via Ad4Game's platform or via email), and include relevant details concerning the Processing to be made by the Sub-processor. In case, User notifies Ad4Game in writing of any reasonable objections within 2 weeks of receipt of that notice, Ad4Game shall not hire that suggested Sub-processor until reasonable measures have been taken to deal with the User's objections and the User has been given a reasonable written explanation of the measures taken.

(c) Ad4Game may keep working with its affiliates or Sub-processors already engaged prior to May 25th, 2018.

(5) Rights of data subjects

Ad4Game shall, to the extent lawfully permitted and to the extent User does not have access to his Personal Data through its use or receipt of the Services:

- use realistic efforts to fulfill reasonable requests of the extent User to correct, restrict, amend, block or delete any Personal Data, as required by Data Protection Laws.
- quickly notify User if it receives a request from a Data Subject for access, correction, restriction, amendment, objection or deletion of that individual's Personal Data. Ad4Game shall not handle this kind of Data Subject request without User's prior consent apart from confirming that the request is related to User. Ad4Game shall provide User with commercially reasonable cooperation and assistance in relation to the handling of a Data Subject's request

(6) Data processor workers

Ad4Game shall make sure that:

- a data protection officer is assigned.
- its workers employed in the Processing of Personal Data are aware of the confidentiality of the Personal Data and are subject to obligations of confidentiality.
- access to Personal Data is limited only to workers who require access to perform the Services.

(7) Data security

(a) Ad4Game shall keep physical, managerial and technical measures concerning the safety, privacy and integrity of Personal Data.

(b) If Ad4Game becomes aware of illegal access to any Personal Data stocked on Ad4Game's servers or unlawful access to its servers resulting in material loss or modification of Personal Data ("Security infringement"), Ad4Game will quickly:

- notify User of the Security infringement
- inspect the Security infringement

- give User information about the Security infringement;

- take reasonable measures to moderate the effects and to reduce any harm resulting from the Security infringement.

(c) User consents that a failed Security infringement attempt will not be subject to this Section.

(d) Security infringement's notices, if any, will be sent to User's contact(s) via email. It is User's sole responsibility to ensure it keeps correct contact information on Ad4Game's platform at all times.

(8) Audit rights and procedures

User may appoint a mutually agreed upon third-party auditor to check Ad4Game exclusively for the intention of meeting its audit requirements following the Data Protection Laws.

To call for an audit, User must submit an exhaustive audit plan describing the proposed scope, timing, and start date at least four weeks in advance.

The audit must be subject to obligations of confidentiality and Ad4Game's terms and policies. Furthermore, it must be carried out during normal business hours and should not unreasonably interfere with Ad4Game's business activities.

Any audits are at the User's expense and cannot be done more than once a year. Audit requests must be sent to dataprotection@ad4game.com.

Ad4Game may offer reasonable assistance with an audit. If such audit assistance needs the employment of resources different from or in addition to those required by law, User shall refund Ad4Game for any time spent on such audit assistance at the rates mutually agreed upon by the Parties. All refund rates shall be reasonable and based on the resources used by Ad4Game.

User shall quickly report to Ad4Game any information concerning any nonconformity revealed during an audit.

(9) Privacy impact evaluation

In case User conducts a privacy impact assessment, Ad4Game will reasonably assist User, at User's expense.

(10) Deletion and/or return of personal data

To the extent lawfully permitted, Ad4Game shall return Personal Data to User and/or delete Personal Data in accordance with Ad4Game's data retention policies which adhere to requirements of Data Protection Laws.