

DATA PROCESSING AGREEMENT

This Data Processing Agreement is to be considered an appendix to the general terms and conditions and is accepted in its entirety upon entering into an agreement. The link to terms of service is provided at the bottom of www.ServeTheWorld.net.

This Data Processing Agreement (DPA) constitutes a part of the "Agreement" entered into between ServeTheWorld AS (STW) and the Customer. The DPA defines the terms and conditions that apply to the services performed by STW. While the DPA and the provisions of the Agreement are complementary, the DPA shall take precedence.

This Agreement is entered into by STW and the Customer in accordance with Article 28 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR).

1.0 Scope

STW is authorized as a data processor acting under the instructions of the Customer, to process personal data to the extent necessary to provide the services.

Typical tasks performed by STW regarding personal data may include error correction, storage, and more. The type of personal data and categories of data stored will be determined and controlled by the customer, at the customer's own discretion.

The data processing activities are performed by STW for the duration specified in the Agreement.

2.0 Selection of Services

The Customer is solely responsible for the selection of services. The Customer shall ensure that the selected services have the required characteristics/features to comply with control activities and processing purposes, as well as the type of personal data to be processed, including, but not limited to, when the services are used to process personal data subject to specific regulations or standards (such as health or banking information in some countries).

If the controller's processing is likely to result in a high risk to the rights and freedoms of individuals, the Customer shall carefully select its services. When assessing the risk, the following criteria, particularly but not limited to, shall be taken into account: evaluation or assessment of data; automated decision-making with significant legal or similar effects; systematic monitoring of data subjects; processing of sensitive or highly personal data; large-scale processing; matching or combining datasets; processing data about vulnerable data subjects; using innovative new technologies not publicly recognized for processing.

STW shall provide information to the Customer, as specified below in section 12 Revisions, about the security measures implemented within the scope of the service, to the extent necessary to assess compliance with these measures concerning the controller's processing activities.

3.0 Obligations of STW

STW commits to:

1. Process the personal data uploaded, stored, and used by the Customer only when necessary to deliver the services defined in the Agreement, and not for any purpose other than what is necessary to perform the normal functions of the services (including but not limited to routine maintenance, incident management, and response).
2. Establish technical and organizational measures as described in the Agreement to ensure the security of personal data, ensure that STW's employees are authorized to process personal data in accordance with the Agreement, and ensure that STW's employees are subject to confidentiality and receive sufficient training on personal data protection.
3. Inform the Customer if, in STW's opinion based on the available information, instructions from the Customer violate the GDPR or other EU data protection regulations.
4. Inform the Customer if a request from a competent authority regarding processed personal data is received (unless prohibited by applicable laws or an order from a competent authority to restrict the communication of data to what the authority explicitly requested).
5. Upon the Customer's written request, STW shall provide reasonable assistance to the Customer in conducting a data protection impact assessment and consulting with the supervisory authority if the Customer is required to do so under applicable data protection law, and in each case solely to the extent such assistance pertains to STW's processing of personal data. Such assistance will consist of providing transparency about the security measures implemented by STW. The Customer acknowledges and agrees that in case such collaboration and assistance require significant resources from the processor's side, such efforts will be invoiced after prior notice and agreement with the Customer.

4.0 Customer's Obligations

For the processing of personal data provided in the Agreement, the Customer shall provide STW with written (a) relevant instructions and (b) all information necessary to maintain the processor's record of processing activities. The Customer is solely responsible for communicating such information and instructions to STW.

The Customer and the controller are responsible for ensuring that:

1. the processing of the controller's personal data has an appropriate legal basis (e.g., the data subject's consent, the controller's consent, legitimate interests, authorization from the relevant supervisory authority, etc.),
2. all necessary procedures and formalities (such as data protection impact assessment, notification, and authorization requests to competent data protection authorities or other competent bodies where necessary) are followed,
3. data subjects are informed about the processing of their personal data in a concise, transparent, understandable, and easily accessible form, using clear and plain language as provided under the GDPR,
4. data subjects are informed about and have the ability to easily exercise their rights provided under the GDPR directly to the Customer or the controller.

5. The Customer is responsible for implementing appropriate technical and organizational measures to ensure the security of resources, systems, applications, and operations not within STW's scope of responsibility as defined in the Agreement (especially any systems and software distributed and operated by the Customer or users).

5.0 Privacy Breaches

If STW becomes aware of an incident affecting the controller's personal data (such as unauthorized access, loss, disclosure, or alteration of data), STW shall notify the customer without undue delay.

The notification shall:

1. describe the nature of the incident,
2. describe the likely consequences of the incident,
3. where applicable, describe the measures taken or proposed to be taken by STW in response to the incident, and
4. provide STW's contact person.

6.0 Transfer of Personal Data to Third Countries or International Organizations

Any transfer of personal data to a third country or international organization by the processor shall comply with Chapter V of the GDPR. Personal data may only be transferred to countries outside the EU/EEA if necessary to provide the services in accordance with the Agreement. This is contingent upon either (a) such transfer being lawful under the applicable legal basis or (b) the Customer obtaining necessary consent from the affected data subjects. If the disclosure of personal data is required under Union or Member State law to which the processor is subject, STW shall inform the Customer of such legal requirements before processing the data, unless such information is prohibited in accordance with applicable laws for important public interests.

7.0 Subprocessors

The customer expressly authorizes STW to engage subcontractors as specified and accessible at <https://servetheworld.net/legal/> or by clicking "Terms of Service" on our website.

STW undertakes to ensure that all subprocessors are bound by written agreements requiring them to comply with the same data processing obligations as those described in the DPA.

STW is expressly authorized to engage third-party suppliers (such as energy providers, network providers, network interconnection point managers, or collocated data centers, hardware and software vendors, carriers, technical suppliers, security companies, etc.) without informing the customer or controller or obtaining prior approval, provided that such third-party suppliers do not have access to personal data.

8.0 STW as a Subprocessor

If the Customer acts as a data processor on behalf of a third-party controller, the parties expressly agree as follows:

1. The Customer shall ensure that (i) all necessary authorizations to enter into this DPA, including the Customer's appointment of STW as a subprocessor, are obtained from the controller, (ii) an agreement fully consistent with the terms and conditions of the Agreement, including this DPA, is concluded with the controller in accordance with the aforementioned Article 28 of the GDPR, (iii) all instructions received by STW from the customer in the performance of the Agreement and this DPA are in full compliance with the controller's instructions, and (iv) all information communicated or made available by STW in accordance with this DPA is communicated appropriately to the controller as needed.
2. All processing of personal data not related to the delivery of services in accordance with the Agreement (including but not limited to maintenance, incident management, and response) (i) shall only be performed under the Customer's instruction and either explicitly in writing or implicitly through the Agreement. (ii) shall not be under the controller's instruction, except in cases where the customer has actually disappeared or has ceased to exist in law without any subsequent entity assuming the rights and obligations of the customer.
3. The Customer, being fully responsible to STW for the proper execution of the controller's obligations as set forth in this DPA, shall indemnify and hold STW harmless from (i) any failure by the controller to comply with applicable law, and (ii) any action, claim, or complaint by the controller regarding the provisions of the Agreement (including this DPA) or any instruction received by STW from the customer.

9.0 Rights of Data Subjects

The controller is fully responsible for informing data subjects of their rights and respecting such rights, including the right of access, rectification, erasure, restriction, or portability.

STW will offer cooperation and assistance as reasonably necessary to respond to data subjects' requests. Such reasonable cooperation and assistance may consist of (i) forwarding any request received directly from the data subject to the Customer, and (ii) enabling the controller to design and distribute technical and organizational measures necessary to respond to data subjects' requests. The controller shall be responsible for responding to such requests. The Customer acknowledges and agrees that in case such collaboration and assistance require significant resources from the processor's side, such efforts will be invoiced after prior notice and agreement with the Customer.

10.0 Deletion and Return of Personal Data

Upon the expiration of the services (especially in case of termination or non-renewal), STW commits to deleting all content (including data, files, systems, applications, websites, and other elements) reproduced, stored, or otherwise used by the Customer within the framework of the services, unless a request has been issued by a competent legal or judicial authority, or applicable law in the European Union or an EU or EU member state requires otherwise. Processors shall demonstrate to the Customer upon request that the information has indeed been deleted.

The Customer is responsible for performing necessary operations (such as backup, transfer to a third-party solution, snapshots, etc.) for preserving personal data, especially before the end or expiration of the services, and before STW proceeds with any deletion operations, updates, or reinstallation of the services.

11.0 Liability

STW can only be held liable for damages caused by processing where (i) the specific obligations related to data processors under the GDPR have not been complied with, or (ii) there has been a

breach of lawful written instructions from the Customer. In such cases, the liability provisions in the Agreement shall apply.

Where STW and the Customer are involved in a processing under this Agreement that causes harm to or on behalf of the data subject, the Customer shall assume responsibility for full compensation (or other compensation) due to the data subject, and possibly thereafter reclaim from STW a portion of the data subject's compensation corresponding to STW's share of liability for the damage, provided that any liability limitation in the Agreement shall apply.

12.0 Revisions

The Customer has the right to perform audits of STW's physical and technical facilities (including data transfer stations, data centers, etc.) to the extent necessary to assess STW's compliance with its obligations as specified in this DPA. The Customer must submit a written request for an audit to STW at least four (4) weeks in advance, including the purpose of the audit and the date and location of the audit. STW shall cooperate with the Customer and provide reasonable accessibility and assistance for audits as described in section 12. The audit assistance as indicated in this section will be invoiced by STW in accordance with STW's current prices for professional services. STW shall provide the Customer with advance notice of billable costs associated with the audit. Any information communicated to the Customer and not available on STW's website shall be considered STW's confidential information under the Agreement. Prior to disclosing such information, STW may require the execution of a specific nondisclosure agreement. Notwithstanding the foregoing, the Customer is authorized to respond to requests from supervisory authorities, provided that any disclosure of information is strictly limited to what is requested by said supervisory authority. In such a case, and unless prohibited by applicable law, the Customer shall consult with STW regarding such mandatory disclosure.

13.0 Confidentiality

Both parties shall maintain confidentiality about confidential information received from the other party in connection with the DPA. This obligation applies during the duration of the Agreement and for a period of three (3) years after termination.

14.0 Disputes

This DPA shall be governed, interpreted, and enforced in accordance with the laws of Norway without regard to principles of conflict of law. Any dispute, disagreement, or claim arising in connection with this DPA shall be subject to the Norwegian courts.