



## Terms and conditions

The conditions included in these Terms of Use ('Terms'), with regards to your use of the Drawify platform ('Platform') and the Content thereon apply between you or the employer or other entity on whose behalf you are acting ('you' or 'Customer') and Drawify, incorporated and existing under the laws of Belgium, with company number 0757.580.985 and registered office at Meeuwstraat 7, 2050 Antwerp (Belgium) ('we', 'us', 'Drawify'). By making use of the Platform and/or setting up an account, you agree to be bound by the Terms. We therefore request that you carefully read these Terms before using the Platform and/or setting up an account.

Please note that these Terms apply to business customers only. These Terms do not apply to individual consumers using and/or purchasing (Premium) Content for personal use (that is, not in connection with, or for use in, their trade, business, craft, or profession).

### 1. Definitions

1.1. In this Terms the following words and expressions shall have the following meanings:

'Account' means an account required to access and use the Platform and the (Premium) Content available on this Platform

'Content' means the graphics, drawings, typography (fonts), images and other content (including the associated metadata) which has been made available via the Platform by Drawify or its licensors. Content may exist out of Premium and non- Premium Content.

'Premium Content' means the Content to which you subscribe and for which payment will be due in accordance with the Terms.

'User Data' means your information, data or other content you input or upload on the Platform.

### 2. Your Account

2.1. To obtain access to the Platform and the (Premium) Content on that Platform, you have to create an Account. When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date. Drawify may refuse to grant you an Account at our sole discretion.

2.2. It is recommended that you choose a strong password for your Account. Drawify may impose additional password requirements. It is your responsibility to keep your password safe. You must not share or disclose your Account with anyone else. You agree to take reasonable steps to prevent others from obtaining access information. If you believe your Account is being used without your permission, please contact us immediately at [hello@drawify.com](mailto:hello@drawify.com).

2.3. You agree that you are solely responsible (to us and others) for all activities that occur under your Account. We reserve the right to disable or remove your Account at any time if in our reasonable opinion you have failed to comply with any of the provisions of our Terms.



2.4. If you wish to close or remove your Account, you may do so at any time. In such event, please contact us via [hello@drawify.com](mailto:hello@drawify.com) and we will provide you with further assistance and guide you through the process. Closing your Account will result in the removal of your information within forty-eight (48) hours after the process has been to close or remove your Account has been finalised. Closing your Account will also remove access to any of the (Premium) Content on the Platform within the aforementioned period.

### 3. License

3.1. Subject to the your compliance with the Terms, Drawify grants you a non- exclusive, non- transferable right to use the Platform for as long as you have a valid account with us.

Subject to the your compliance with the Terms and, for Premium Content, upon payment of your subscription, Drawify grants you for the duration of the protection of the intellectual property right, a worldwide, non- exclusive right to use and to store, archive, distribute, modify, copy, display, make derivative works, publicly display or otherwise use the (Premium) Content to which you have access for professional business purposes. Non- premium Content shall contain certain restrictions such as, but not limited to watermarks. You are not entitled to remove any of these restrictions. Please note your access to the (Premium) Content on the Platform will be restricted upon downgrading and/or closing/removal of your accordance with the provisions of these Terms.

3.2. Where commercially reasonable (such as in printed copies), the use of the Premium Content in your materials shall be accompanied by a credit to Drawify in substantially the following form: 'Content, used under license from Drawify.com'. In such event this credit shall be of size, colour and prominence so as to be clearly and easily readable by the unaided eye. For non- Premium Content such credit shall always be required.

3.3. Your rights set out in clauses 3.1 and 3.2. are however restricted and you may not use the Platform and/or Content:

- a) for other purposes than those expressly provided under these Terms;
- b) to transmit, distribute or store any materials which are inappropriate or materials which are illegal, defamatory, libellous, indecent, obscene, pornographic, enable illegal activities or are inconsistent with generally accepted practices;
- c) in violation of any applicable domestic or foreign laws or regulations including privacy laws and copyright laws. In this respect you may not use the Platform and/or Content in any manner that would infringe, dilute, misappropriate, or otherwise violate any privacy or other personal rights or any intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information;
- d) to transmit or distribute materials containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations;
- e) to send unsolicited e-mail messages, including, without limitation, bulk commercial advertising or informational announcements ('spam'). Further, you shall not use the Content to (i) send email



messages which are excessive and/or intended to harass or annoy others, (ii) continue to send e-mail messages to a recipient who has indicated that he/she does not wish to receive them, or (iii) send malicious e-mail messages, including, without limitation, 'mailbombing'.

- f) to transmit, distribute or store materials that contains a virus, worm, Trojan horse, or other component harmful to Drawify, its content providers or any other third party.

3.4. You may not re- sell, rent, lend, assign, gift or otherwise transfer or distribute to any third party the Content or the right to use the Content apart from the materials in which it is embodied. In addition, you may not use the Content, in whole or in part, available as, or as part of any library or collection.

3.5. The rights granted under this clause 3 are granted to you and are non- transferable and non- sublicensable. There are however 2 exceptions:

- a) If you purchase the on behalf of your employer or a client, then your or client can use the content. In that case, you represent and warrant that you have full legal authority to bind your employer or client to the terms of this agreement. If you do not have that authority, then your employer or client may not use the content;
- b) You may allow subcontractors (for example, your printer or mailing house) or distributors to use content in any production or distribution process related to your final project or end use. These subcontractors and distributors must agree to be bound by the terms of this agreement and may not use the content for any other purpose.

3.6. Your use of the Content may be restricted to a number of copies. In this respect you agree that your use of non-Premium Content is restricted to 50 copies for printed materials and your use for Premium Content is restricted to 500.000 copies for printed materials. If no other restrictions are added, your use of the Content is restricted to a reasonable number of copies

3.7. Any right of use granted by us under these Terms shall not constitute a representation that the Content is compatible for use with any other material. You are solely responsible for the use of any Content in combination with any other materials.

#### **4. Intellectual property rights and ownership and User Data**

4.1. You acknowledge and agree that the Content is licensed and not sold. With the exception of the rights granted under these Terms, all intellectual property rights vested within the Platform and/or the Content shall remain with us or our third party licensors. Nothing under this shall be construed of a transfer of copyright of the Content to you. All intellectual property rights related to your ideas, strategies, plans and other content are vested and will remain vested with you.

4.2. You retain to have the exclusive ownership of all User Data. You grant all such rights and permissions in or related to User Data as are necessary or useful for Drawify to perform its obligations under these Terms. You shall be solely responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of the User Data. You agree, represent and warrant that you have the right to submit the User Data and that all provision or other use of the User Content will not violate this clause 4. To the fullest extent permissible by law, you shall



indemnify Drawify for any breach of these warranties.

4.3. Unless otherwise set out in these Terms or agreed between the Parties, you shall not provide any User Data that:

- a) is false or misleading;
- b) violates any applicable law or regulation, including without limitation, the rules and regulations on securities and exchange of securities, market abuse, anti- money laundry and anti- bribery (especially and including the rules against making false or misleading statements with the intent to manipulate the price of any security or cryptocurrency);
- c) involves the transmission of unsolicited mass mailing (i.e. spam) or other forms of solicitation (e.g. advertisement, promotional materials and/or pyramid schemes).

## 5. Premium Content, Pricing

5.1. You may not make use of a Premium Content without a valid subscription. In order to subscribe for a Premium Content you will need to register online for such service. Your subscription will not be valid until this is accepted by Drawify

5.2. Premium Content can be purchased on a monthly or annual basis depending on the type of subscription plan you have selected when purchasing the Premium Content. The purchase of such Premium Content is seat based. If you would be in need for any enterprise account, please contact us at [MAIL ADDRESS]. Payment must always be made in advance. All prices are checked by us before you purchase the Premium Content. In the unlikely event that we have shown incorrect pricing information, we will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your order, we will simply charge you the lower amount and continue processing your order. If the correct price is higher, we will give you the option to purchase the Premium Content at the correct price or to cancel your order (or the affected part of it). We will not proceed with processing your order in this case until you respond. If we do not receive a response from you within 48 hours, we will treat your order as cancelled and notify you of this in writing.

5.3. We will process your order and send you a payment confirmation. If you are offered a free trial period, you will not be charged with a fee during that fee trial period. At the end of the subscription period, your subscription of the Premium Content will automatically renew. Drawify may invoice you for this renewal in accordance with these Terms.. You can cancel your subscription to Paid Content at any time prior to the end of the subscription period, with the cancellation taking effect at the end of that subscription period.

5.4. All fees and amounts will be paid in euros unless stated otherwise. Payments must be made in full, without any set- off, counterclaim, deduction, or withholding (except where any deduction or withholding of tax is required by law).

5.5. We accept the following methods of payment: Creditcard

5.6. You must notify us as soon as reasonably possible if any information related to your credit card changes



or if your credit card is no longer valid. If any payment due is not made on time, we may suspend your access to the Content and/or your Account.

- 5.7. If you believe Drawify has charged you an incorrect amount, please contact us at [hello@drawify.com](mailto:hello@drawify.com) as soon as reasonably possible.
- 5.8. We may from time to time change our prices. Changes in price will not affect any Content that you have already purchased but will apply to any renewal or new subscription. We will inform you of any change in price at least 30 days before the change is due to take effect.

## **6. Provision and availability of (Premium) Content**

6.1. The Premium Content which you purchased and which is licensed to you in accordance with the provisions of these Terms will be available to you immediately when we received payment and will, unless otherwise set out in these Terms, continue to be available as long as you have a valid subscription. In the event that you would downgrade and no longer opt to make use of the Premium Content, the Premium Content (and any changes thereto) which you saved in your own personal workspace will remain available for download for a period of 30 days after you have downgraded your subscription. After this period, you will no longer be able to download this Premium Content. The Premium Content (and any changes thereto) saved in your personal workspace will remain visible for a period of 6 months after you downgrade your subscription, after which it will be removed. If you reactivate your subscription within this six months period, you shall be able to continue to use the Premium Content in accordance with the provisions of these Terms. In the event you want to cancel or remove your account, clause 2.4 shall apply.

6.2. In some limited circumstances, we may need to suspend the provision of Content (in full or in part and regardless whether it is Paid or non- Paid Content) for one or more of the following reasons:

- a) if you do not comply with your obligations under these Terms or if we have strong suspicion thereof;
- b) to fix technical problems or to make changes to the Content;
- c) to update the Content to comply with relevant changes in the law or other regulatory requirements;

6.3. If we need to suspend availability of the Content for any of the reasons set out above, we will inform you in advance of the suspension and explain why it is necessary (unless we need to suspend availability for urgent or emergency reasons such as a dangerous problem with the Content, in which case we will inform you as soon as reasonably possible after suspension).

## **7. Representations and warranties**

- 7.1. Each Party represents and warrants that it has the full right and power to enter into and perform all of its obligations in accordance with the terms of this Terms.
- 7.2. Drawify represent and warrant that its contributors have granted Drawify all necessary rights in and to the Paid Content to grant the rights under these Terms. Whilst we take all commercially reasonable measures to ensure the quality of our Content, we do grant any warranties in relation to a fitness for a particular purpose, or non- infringement.



## 8. Processing of personal data

8.1. To the extent personal data would be processed, such will be done in accordance with the provisions of the data processing agreement which is set out in Annex 1 to these Terms

## 9. Indemnification and liability

9.1. You agree to defend, indemnify and hold harmless Drawify and its subsidiaries, affiliates and content suppliers, and each of their respective officers, directors and employees from all damages, liabilities and expenses (including reasonable outside legal fees) arising out of or in connection with (i) your use of any content outside the scope of this agreement and (ii) any breach or alleged breach by you (or anyone acting on your behalf) of any of the provisions of these Terms. (iii) any claim stating that the materials in which the Content is embodied infringes third party intellectual property rights where such infringement does not result from the Content in the form in which it was originally provided.

9.2. Provided that you are not in breach of any of the provisions of these Terms, and as your sole and exclusive remedy we, or as the case may be our content provider, agree to defend, indemnify and hold harmless you from all damages, liabilities and expenses (including reasonable outside legal fees) arising out of or in connection with any third party claim alleging that the Content is infringing a third party intellectual property rights. This obligation to indemnify is limited to the applicable limitation of liability set forth below. The indemnification does not apply to the extent any damages, costs or losses arise out of or are a result of modifications made by you to the Content or the context in which the Content is used by you. This indemnification also does not apply to your continued use of Content following notice from us, or upon your knowledge, that the Content is subject to a claim of infringement of a third party's right.

9.3. Our obligation to indemnify is conditioned upon you notifying us, by registered letter to the address set out in these Terms and via e-mail to [hello@drawify.com](mailto:hello@drawify.com) of any such claim or threatened claim no later than 10 business days from the date you have knowledge of the claim or threatened claim. Such notice must include all details of the claim then known to you (*e.g.* the Content which infringes the third party intellectual property rights, the contact information of the person/entity making the claim). In such event, we shall have the right to assume control over the settlement or defence of such claim or threatened claim. You agree to cooperate with us in the defence of such claim and shall have the right to participate in any litigation at your own expense.

9.4. Our liability, whether in contract or in tort or on any other legal basis, shall at all times be limited to direct damage. As a result, we will not be liable for any indirect or consequential damages, including loss of profits, loss of benefits, loss of business, loss of revenue, loss of contracts or use, loss or interruption of activity, loss of goodwill or loss of data or clientele. Our aggregated liability for direct damages under these Terms will be limited to thousand euros in relation to Paid Content. In relation to non- Paid Content our aggregated liability for direct damages under these Terms will be limited to one hundred euros. In deviation therefrom, the parties agree that nothing in these Terms will limit or exclude our liability for damage resulting from death or bodily harm and for damage caused by Drawify's intent or fraud, nor for any other form of liability that cannot be limited or excluded under applicable law.



## 10. Force Majeure

10.1. Drawify will not be liable for any failure or delay in performing its obligations where that failure or delay results from any cause that is beyond its reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond Drawify's reasonable control.

## 11. Miscellaneous

11.1. **Drawify trademarks** – The trademarks and logos used and displayed on the Platform are registered and unregistered trademarks of Drawify or its partners and may only be published in accordance with the provisions of these Terms.

11.2. **Entire Terms** - This Terms contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements or understandings, whether written or oral, with respect to the same subject matter that are still in force between the Parties.

11.3. **Notices** - Any notices given under this Terms will be sent by certified or registered mail, return receipt requested, or by recognized delivery service providing traceability, to the party to be notified at its address set in this Terms.

**Survival of obligations** - All provisions of the Terms which are expressly marked to survive the termination or expiration of the Terms, as well as all provisions of the Terms which aim to enforce or execute the Terms after the termination or expiration of the Terms (such as but not limited to the obligation to indemnify in case of an infringement of intellectual property rights) shall survive the Terms and remain in full force.

11.4. **No assignment** – You may not assign this Terms in whole or in part without our prior written consent (which shall not be unreasonably withheld or delayed). We may assign this Terms in its entirety upon written notice without your consent in connection with a merger, acquisition, corporate reorganisation or sale of its assets so long as the assignee agrees to be bound by all of the terms of this Terms.

11.5. **No waiver** – Any failure of either party to insist upon or enforce performance by the other party of any of the provision of this Terms will not be interpreted or construed as a waiver of such party's right to assert on or rely upon such provision, right or remedy in that or any other instance.

11.6. **Severability** – Whenever possible, the provisions of this Terms shall be interpreted in such a manner as to be valid and enforceable under the applicable law. However, if one or more provisions of this Terms are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of such provision and of this Terms shall remain in full force and effect as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, in such event, the parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision, in such a way as to reflect insofar as possible the purpose of the invalid, illegal or unenforceable provision(s).



11.7. **Variation** – Drawify may from time to time amend the terms of this Terms and will inform you of this 30 days in advance. If you do not agree with these changes, you may inform us of this and we will try to reach an amicable solution. If the parties do not reach an amicable solution you are entitled to terminate the Terms without incurring any liability.

11.8. **Relationship between the Parties** – The parties shall perform activities under this Terms only as independent contractors and nothing herein shall be construed to be inconsistent with their relation or status. Under no circumstances shall any personnel of either party be considered to be an employee or agent of the other party. This Terms shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organisation.

11.9. **Counterparts** – This Terms may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute the same Terms.

## 12. Governing law and jurisdiction

12.1. This Terms and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non- contractual disputes or claims) are governed by, and construed in accordance with the laws of Belgium.

12.2. The parties irrevocably agree that the commercial courts of Antwerp (division Antwerp) (Belgium) have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Terms or its subject matter or formation (including non- contractual disputes or claims) which cannot be settled amicably.



## Data Processing Addendum

*This Data Processing Addendum (hereinafter DPA) supplements the Terms, with regards to your use of the Drawify Platform ('Agreement') between you and Drawify in relation to the processing of Personal Data. This DPA is entered into between you and Drawify.*

### 1. Definitions

1.1. In this DPA, the following definitions shall have the following meaning:

**"Annex"**: an annex to this DPA, which forms an integral part thereof.

**"Data Subject"**, **"Personal Data"**, **"Personal Data Breach"** and **"Processing"** shall have the same meanings as in the Data Protection Legislation. **"Processed"** and **"Process"** shall be construed in accordance with the definition of **"Processing"**;

**"DPA"** This Data Processing Addendum, including the Annexes, in which the general rules are laid down with regard to the conditions pursuant to which Drawify will perform the activities for the Processing of Personal Data on behalf of the Customer. The DPA shall be an integral part of the Agreement. This DPA will take effect as from Effective Date and shall continue to be in force and effect until the termination of the Agreement.

**"Data Protection Legislation"** means any legislation in force within the European Union on the protection of personal data, including Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter: GDPR);

**"Third Party"** means any person or entity which is not a party to the Agreement, including any contractors (including Sub Processors).

**"Services"** means the services, functions, responsibilities and outputs to be provided and fulfilled by Drawify under the Agreement.

**"Sub Processor"** means a Third Party engaged by Drawify as sub-processor to provide the Services or any part of them.

### 2. DATA PROCESSING

2.1. Drawify will Process Personal Data on your behalf In this respect you determine the purposes and means of the Processing and expressly acknowledges and warrants that you have all necessary rights to provide the Personal Data to Drawify, and that one or more lawful bases set forth in the Data Protection Legislation supports the lawfulness of the processing. Drawify shall without undue delay inform you if, in our opinion, an instruction infringes this DPA, Data Protection Legislation or other EU



or Member State data protection provisions.

2.2. Where Personal Data is Processed by Drawify, its agents, Sub Processors or employees under or in connection with the Agreement, Drawify shall, and shall procure that its agents, Sub Processors and employees shall:

- a) only Process the Personal Data or disclose or permit the disclosure of the Personal Data to any Third Party:
  - i. in accordance with your instructions as stated in this DPA and Annex 1; or
  - ii. where required by EU or Member State law to which Drawify is subject, in which case Drawify shall inform you of that legal requirement before Processing that Personal Data, unless that law prohibits such information being provided on important grounds of public interest;
- b) take reasonable measures to ensure that all employees, agents and Sub- Processors who may have access to the Personal Data:
  - i. are informed of the confidential nature of the Personal Data; and
  - ii. are subject to confidentiality undertakings or professional or statutory obligations of confidentiality that apply with respect to (the Processing of) such Personal Data;
- c) except where statutory guidance indicates that a Personal Data Breach is not required to be notified by a Drawify to you, notify you without undue delay upon becoming aware of a Personal Data Breach by using the Personal Data Breach notification template set out in Annex 3, and otherwise assist you taking into account the nature of Processing and the information available to Drawify, in meeting its obligations regarding the notification, investigation, mitigation and remediation of a Personal Data Breach under the Data Protection Legislation, without prejudice to Drawify's right to charge you for any reasonable costs for such assistance;
- d) assist as reasonably requested by you, to the extent necessary to enable you to comply with any exercise of rights by a Data Subject under the Data Protection Legislation in respect of Personal Data Processed by Drawify under the Agreement or comply with any assessment, enquiry, notice or investigation under the Data Protection Legislation, including by any regulator, subject to reasonable advance notice and without prejudice to Drawify's right to charge you for any reasonable costs for such assistance;
- e) only authorise Sub- Processors to Process the Personal Data ("Sub-Processor") not objected to by you, subject to:
  - i. informing you of the identity of the proposed Sub-Processor. Drawify will inform you of all intended changes with regard to the addition or replacement of other Sub-Processors. You are entitled to give your written and motivated objections to such Sub-Processor within a period of five (5) days after such notification. In absence thereof, the Sub- Processor shall deemed to be accepted. In the event you provide Drawify with a motivated objection, the parties will discuss these objections. In the even the Parties do not find a reasonable agreement, you are entitled to terminate the Agreement and



this DPA; and

- ii. including terms in the contract between Drawify and the Sub-Processor which are the same as those set out in article 28 (3) of the GDPR; and
- iii. Drawify remaining liable to you in accordance with the terms of the Agreement relating to liability, for any failure by a Sub-Processor to fulfil its obligations in relation to the Processing of any Personal Data;

f) cease Processing the Personal Data upon the termination or expiry of the Agreement or, if sooner, the Service to which it relates and, at your option, either (if technically possible) return or delete the Personal Data and any copies of it or of the information it contains unless the parties have agreed otherwise in the Agreement and without prejudice to any EU or Member State legal obligations for Drawify to store or archive such Personal Data.

2.3. The nature and purpose of the Processing, type of personal data and categories of Personal Data to be Processed are further detailed in Annex 1.

2.4. You hereby agree that Drawify will engage with the Sub- Processors as detailed in Annex 1 for the Processing of Personal Data as stated in this DPA.

2.5. Drawify can only be held liable for an infringement of this DPA that is directly attributable to them, or the provisions that apply directly to Drawify on the basis of the applicable Data Protection Legislation insofar as you have complied with your obligations as set out in this DPA and the applicable Data Protection Legislation. The liability provision set out in the Agreement is fully applicable. In the event no limitation of liability was agreed in the Agreement, the liability that Drawify may incur shall be limited to the value of the Agreement.

2.6. Upon reasonable request, Drawify shall make available to you all information necessary to demonstrate compliance with its obligations under Article 32 to 36 of the GDPR., If such information is not sufficient and Drawify is not able to give you a sufficient answer to your additional questions, you are allowed to conduct or mandate another auditor to conduct an audit. Such third party auditor may be refused by Drawify if this is a competitor of Drawify or if there is a conflict of interest with this mandated auditor. The audit may be conducted for the purpose of verifying the compliance with its obligations under this DPA and shall be without prejudice to Drawify' s right to charge you for any costs for such assistance. An audit may not take place more than once per contract year and must be notified at least 75 days in advance. All audit costs are exclusively borne by tyou. Drawify may limit your access of to the premises of Drawify to a space provided by Drawify and the auditor may not copy or delete documents from Drawify without the prior approval and consent of Drawify. You shall guarantee that the audit is carried out in such a way that the inconvenience for Drawify is kept to a minimum. You will impose sufficient confidentiality obligations on its auditors. In addition, Drawify has the right to require the auditors to sign a non-disclosure agreement before the start of the audit. In all cases, it is essential to protect the confidential information of Drawify. You must, or will request that its external auditors, send a draft version of the audit report to Drawify. Drawify has the right to submit its comments within a timeframe as agreed between the Parties. The auditor shall take the comments of Drawify into account.

2.7. Taking into account the state of the art, the costs of implementation and the nature, scope, context and



purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall implement the measures stated in article 32 of the GDPR and ensure that its agents, Sub Processors and employees implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account in particular the risk of accidental or unlawful destruction, loss, alteration or unauthorised disclosure of or access to the Personal Data. Drawify shall take steps to ensure that any natural person acting under its authority who has access to personal data does not process them except on your instructions, unless he or she is required to do so by EU or Member State law.

- 2.8. Any transfer of Personal Data to a third country or international organisation may only take place in accordance with the principles set out in the applicable Data Protection Legislation and this DPA. You grant Drawify permission to transfer Personal Data to a third country or to an international organisation to the extent set out in Annex 1. Any change or addition to the list as stated in the Annex 1, as proposed or required by Drawify, will be communicated to you before such transfer takes place. You have the right to object to such transfer within five (5) days of notification of the change. The Parties agree on whether or not to proceed with the transfer and the consequences thereof for the provision of the Services in terms of scope, timing and budget. Any transfer to a third country or international organisation can take place on the following grounds:
- a) An adequacy decision by the Commission;
  - b) Appropriate safeguards, including the availability of enforceable rights of Data Subjects and effective legal means. Appropriate safeguards must be adhered to in the following cases: (i) binding corporate rules; (ii) standard data protection clauses adopted by the Commission or by a Supervisory Authority and approved by the Commission; or (iii) an approved code of conduct or an approved certification mechanism.
- 2.9. If there is new guidance or a change in the Data Protection Legislation or case law that renders all or part of the Services illegal, Drawify may terminate the Agreement unless the Parties reach agreement to change the Services whereby the Services are no longer illegal.
- 2.10. This DPA is governed by Belgian law.
- 2.11. All Disputes arising from or related to this DPA shall be settled by the competent court determined in the Agreement.
- 2.12. If a provision of this DPA is proven to be invalid or unenforceable in whole or in part, it will be regarded as severable (insofar as it is invalid or unenforceable) and the validity of the other provisions of this DPA and the remainder of the provisions in question will remain unaffected. If the invalid provision is of fundamental importance for achieving the goal of this DPA, the Parties shall negotiate in good faith to remedy the invalidity, illegality or unenforceability of the provision or otherwise change this DPA to achieve its purpose.



## ANNEX 1: DETAILS OF PROCESSING OF PERSONAL DATA

This Annex1 includes further information relating to the processing activities, in addition to the information already provided in the Agreement.

### 3. The subject-matter of the Processing of Personal Data

Personal Data may be processed for the performance the Services set out in the Agreement

### 4. The nature and purpose of the Processing of Personal Data

Personal Data may be processed for the following purpose: Provide relevant content and information regarding to visual storytelling

### 5. The categories of Data Subjects

5.1. the personal data concern the following categories of Data Subjects:

Categories of Data Subjects	Strike through if not applicable
(potential)/(ex) customers	Yes/ <del>no</del>
applicants and (ex) employees, interns	Yes/ <del>no</del>
(potential)/(ex) suppliers	Yes/ <del>no</del>
(potential)/(ex) business partners	Yes/ <del>no</del>
Agency, agent or employees of the agent	Yes/ <del>no</del>
Children below the age of 16 years	<del>Yes</del> /no
Any other category:	<del>Yes</del> /no

### 6. The processing activities concerning the following ordinary categories of Personal Data:

Categories of Personal Data	Strike through if not applicable
Identification data. Examples are surname, first name, age, gender, date of birth, electronic identification data (such as IP address, cookies), license plate.	Yes, surname, first name, electronic identification data.
Contact data. Examples are address, telephone number, email address.	Yes: email address
Location data. Examples are location data from GPS or mobile phones.	<del>Yes</del> /no If yes, [please specify]



National identification number	Yes/no If yes, [please specify]
Financial identification data. Examples are bank account number, card number, PIN code.	Yes/ <del>no</del> Card number, name
Income and asset data. Examples are salary, data concerning assets (such as the house of a client and the characteristics of that house), data concerning savings of financial instruments.	Yes/no If yes, [please specify]
Characteristics of financial and insurance products. Examples are characteristics of mortgages (such as the amount of the loan, duration, interest rate ).	Yes/no If yes, [please specify]
Expenses and debts. Examples are the total amount of expenses, monthly rent.	Yes/no If yes, [please specify]
Financial profiles. Examples are a credit score and risk profile.	Yes/no If yes, [please specify]
Settlement/Resolution data. Examples are transaction data, data concerning an insurance claim.	Yes/no If yes, [please specify]
Lifestyle and habits. Examples are tobacco consumption, alcohol consumption, data related to trips.	Yes/no If yes, [please specify]
Leisure activities and interests. Examples are hobbies, sports and other interests.	Yes/no If yes, [please specify]
Consumption habits.	Yes/no If yes, [please specify]
Relational data. Examples are marital data, data concerning family members.	Yes/no If yes, [please specify]
Education and training data. Examples are, certifications, professional experiences.	Yes/no If yes, [please specify]
Professional data. Examples are data concerning the termination of an employment, attendance, salary.	Yes/no If yes, [please specify]
Image recordings. Examples are, photo, video recording.	Yes/ <del>no</del> Drawings, videos, images made or uploaded on the platform
Sound Recordings. Examples are telephone recording.	Yes/no If yes, [please specify]
Data concerning legal proceedings. Examples are subpoenas, notice of default.	Yes/no If yes, [please specify]



Any other category	Yes/no If yes, [please specify]
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6.1. The Personal Data concern the following special categories of data:

Special categories of data	Strike through if not applicable
Personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, data concerning a natural person's sex life or sexual orientation.	<del>Yes</del> /no If yes, [please specify]
Genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health.	<del>Yes</del> /no If yes, [please specify]
Personal data relating to criminal convictions and offences.	<del>Yes</del> /no If yes, [please specify]

## 7. Sub- Processors:

Segment.io Inc. , AWS.com, Cloudflare Inc

7.1. The addition or removal of a Sub- Processor will not negatively affect the level of security within the agreement to less that which existed at the time of the signing of the DPA.

## 8. Transfer(s) of Personal Data

8.1. Personal Data are transferred to the following third countries (outside the EEA): none