DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") amends and supplements the SmugMug Terms of Use ("**Agreement**") entered into between you, the user, together with any company or other business entity you are representing, if any (collectively, "**Photographer**"), and SmugMug, Inc. ("SmugMug") and is hereby incorporated by reference into the Agreement. All capitalized terms not otherwise defined in this DPA will have the meaning given to them in the Agreement. If there is any inconsistency or conflict between this DPA and the rest of the Agreement as it relates to data protection, this DPA will govern.

1. DEFINITIONS.

"**Photographer Personal Data**" means (i) the images and videos that Photographer uploads to or creates in the Services or Products, or (ii) any labels, tags, comments, descriptions or categorizations that Photographer adds to those images and videos in the Services or Products, in each case processed by SmugMug in its capacity as a processor under applicable Data Protection Legislation.

"**Data Subject**" means any individual to whom Photographer Personal Data relates.

"**Data Protection Legislation**" means all applicable laws and other legal requirements applicable to the Processing of Photographer Personal Data, including, as applicable: (a) the GDPR; (b) the Federal Data Protection Act of 19 June 1992 (Switzerland); and (c) the California Consumer Privacy Act.

"**GDPR**" means the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, and any amendment or replacement to it.

"**Personal Data**" means any information that relates to an identified or identifiable Data Subject, including but not limited to a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the Data Subject.

"**Process,**" "**Processed,**" or "**Processing**" means any operation or set of operations which is performed on Personal Data, whether or not by automated means, such as the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Photographer Personal Data.

"**Standard Contractual Clauses**" means the standard contractual clauses and related appendices, attached as Attachment 1 to this DPA, in the form mandated by and pursuant to the European Commission's decision (C(2010)593) of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries or in the form mandated by and pursuant to another European Commission decision authorizing the use of standard contractual clauses to safeguard a transfer to processors or sub-processors in accordance with Data Protection Legislation.

The terms "**controller**," "**data subject**," "**personal data,**" "**personal data breach**," "**processor**," and "**supervisory authority**" as used in this DPA will have the meanings ascribed to them in the GDPR,

regardless of whether the GDPR applies.

2.   **PROCESSING OF DATA.**

2.1.   Purpose of Processing. The purpose of data Processing under this Agreement is the provision of the Services or Products pursuant to the Agreement.

2.2.   Processor and Controller Responsibilities. The parties acknowledge and agree that: (a) SmugMug is a processor (or equivalent) of Photographer Personal Data under the Data Protection Legislation; (b) Photographer is a controller (or equivalent) of Photographer Personal Data under the Data Protection Legislation; and (c) each party will comply with the obligations applicable to it under the Data Protection Legislation with respect to the Processing of Photographer Personal Data. For example, under the CCPA, SmugMug is Photographer's "service provider" with respect to the Photographer Personal Data.

2.3.   Photographer Instructions. Photographer instructs SmugMug to Process Photographer Personal Data: (a) in accordance with the Agreement; and (b) to comply with other reasonable written instructions provided by Photographer where such instructions are consistent with the terms of the Agreement. SmugMug is prohibited from retaining, using, or disclosing the Photographer Personal Data for any purpose other than for the specific purpose of performing such services for Photographer, except as otherwise permitted by applicable law. Photographer will ensure that its instructions for the Processing of Photographer Personal Data comply with the Data Protection Legislation. Photographer shall have sole responsibility for the accuracy, quality, and legality of Photographer Personal Data and the means by which Photographer obtained the Photographer Personal Data.

2.4.   SmugMug's Compliance With Photographer Instructions. SmugMug shall only retain, use, disclose and otherwise Process Photographer Personal Data in accordance with Photographer's written instructions set forth above. SmugMug may Process Photographer Personal Data other than on the written instructions of Photographer if it is required under applicable law to which SmugMug is subject. In this situation, SmugMug shall inform Photographer of such requirement before SmugMug Processes the Photographer Personal Data unless prohibited by applicable law. If SmugMug concludes that Photographer's instructions conflict with any Data Protection Legislation, SmugMug will inform Photographer without unreasonable delay.

3.   **SECURITY; PRIVACY IMPACT ASSESSMENTS.**

3.1.   SmugMug Personnel. SmugMug shall ensure that its personnel engaged in the Processing of Photographer Personal Data are informed of the confidential nature of the Photographer Personal Data, and are subject to obligations of confidentiality, and such obligations survive the termination of such individuals' engagement with SmugMug.

3.2.   Security. SmugMug will implement technical and organizational measures regarding the security of Photographer Personal Data. No security measure is perfect. SmugMug cannot and does not promise that the Photographer Personal Data will remain secure.

3.3   Data Protection Impact Assessments. SmugMug will take reasonable measures to cooperate and assist Photographer in conducting a data protection impact assessment and related consultations with any supervisory authority, if Photographer is required to do so under Data Protection Legislation. Because such assistance may be costly and burdensome, SmugMug reserves the right to condition significant support in this area on the payment of additional fees

and agreement to additional terms to be negotiated by the parties.

4.   **DATA SUBJECT RIGHTS.**

4.1.   Notification and Assistance Obligations. Photographer must respond to Data Subjects' requests to exercise their rights under Data Protection Legislation (such as access, deletion or takedown) within 7 days (or sooner if legally required). Photographer must honor such requests to the extent legally required. SmugMug shall, to the extent legally permitted, promptly either (i) notify Photographer if it receives such a request from a Data Subject, or (ii) direct such individual to contact Photographer directly. SmugMug may communicate with the Data Subject, such as to facilitate this process, to explain why SmugMug has not immediately honored the individual's request, to address potential violations of the Terms & Conditions of Service, and to address requests unrelated to the ones covered by this paragraph.

4.2.   SmugMug shall provide Photographer with commercially reasonable cooperation and assistance in relation to handling of a Data Subject request, to the extent SmugMug is legally permitted and able to do so, where Photographer does not have the ability to honor such requests through its use or receipt of the Services or Products. As part of this, SmugMug will de-publish the Photographer Personal Data and notify Photographer when the individual requests removal of Photographer Personal Data but SmugMug concludes that Photographer has not responded within 7 days.

5.   **SUBCONTRACTORS.**

5.1.   General Authorization. Photographer provides a general authorization for the use of subprocessors to Process Photographer Personal Data in connection with fulfilling SmugMug's obligations under the Agreement and/ or this DPA. SmugMug's third-party subprocessors are listed here (the "Subprocessor List").

5.2   New Subprocessors. When SmugMug engages any new subprocessor to process Photographer Personal Data, SmugMug will update the Subprocessor List to give Photographer the opportunity to object to such subprocessor by terminating service pursuant to the Terms & Conditions.

5.3.   SmugMug Obligations. SmugMug will contractually impose data protection obligations on its subprocessors that are at least equivalent to those data protection obligations imposed on SmugMug under this DPA.

6.   **TRANSFERS OF PERSONAL DATA OUTSIDE OF THE EUROPEAN ECONOMIC AREA, THE UNITED KINGDOM, OR SWITZERLAND.**

6.1.   Where Photographer Personal Data originating in the European Economic Area is Processed by SmugMug outside the European Economic Area, in a territory that has not been designated by the European Commission as ensuring an adequate level of protection pursuant to applicable Data Protection Legislation, SmugMug and Photographer agree that the transfer shall be undertaken pursuant to Standard Contractual Clauses. The Standard Contractual Clauses apply to Photographer or the affiliates of Photographer established within the European Economic Area, Switzerland or the United Kingdom, which are otherwise entitled to receive Services under

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the Agreement. For the purpose of the Standard Contractual Clauses, Photographer or the affiliates of Photographer shall be deemed "data exporters." For transfers from Switzerland only, the term "personal data" as used in the Standard Contractual Clauses, shall have the meaning give under the Swiss Data Protection Act, as amended or replaced from time to time.

7. **LEGAL REQUESTS FOR PERSONAL DATA.**

7.1.   Unless prohibited by applicable law, in the event that SmugMug is required by law, court order, warrant, subpoena, or other legal judicial process ("Legal Request") to disclose or permit access to any Photographer Personal Data to any person or entity other than Photographer, SmugMug shall notify Photographer promptly and shall provide all reasonable assistance to Photographer, at Photographer's cost, to enable Photographer to respond or object to, or challenge, any such demands, requests, inquiries or complaints and to meet applicable statutory or regulatory deadlines. SmugMug shall not disclose Photographer Personal Data pursuant to a Legal Request unless it is required to do so and has otherwise complied with the obligations in this Section. Notwithstanding any provision in this DPA to the contrary, nothing set forth in this DPA shall restrict or limit SmugMug's right to notify law enforcement or applicable regulatory authorities and/or to disclose Photographer Personal Data to the same, in the event SmugMug reasonably believes that Photographer Personal Data, in whole or in part, violates applicable law.

8. **SECURITY BREACH.**

8.1.   Notification Obligations. In the event of a confirmed Security Breach, SmugMug will notify Photographer of the Security Breach without undue delay. The obligations in this Section 8 do not apply to unsuccessful attempts or activities that do not compromise the security of Photographer Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems. It is Photographer's responsibility to notify the relevant governmental authorities and affected Data Subjects. Photographer authorizes SmugMug to notify governmental authorities or affected individuals of a Security Breach if SmugMug considers such notification appropriate.

8.2.   Manner of Notification. Notification(s) of Security Breaches, if any, will be delivered to one or more of Photographer's business, technical or administrative contacts by any means SmugMug selects, including via email. It is Photographer's sole responsibility to ensure it maintains accurate contact information on SmugMug's support systems at all times.

9. **TERM AND TERMINATION.**

9.1.   Term of DPA. This DPA will remain in effect until, and automatically expire upon, deletion of all Photographer Personal Data as described in this DPA.

9.2.   Deletion of Photographer Data. SmugMug shall delete or return Photographer Personal Data to Photographer after the end of the provision of Services or Products under the Agreement and shall delete all existing copies thereof, except to the extent that SmugMug is required under applicable law to keep a copy of the Photographer Personal Data.

10. **COMPLIANCE INFORMATION.**

10.1.   Information Available. To the extent applicable law requires Photographer to impose   the

following provision on SmugMug, it applies: SmugMug will make available all information reasonably necessary to demonstrate compliance with the obligations set forth in this Addendum and will contribute to reasonable audits as necessary upon a written request and subject to agreement on audit fees and scope.

11. **LIMITATION OF LIABILITY.**

11.1. Because this DPA is part of the Agreement, SmugMug's liability for breach of its obligations in this DPA is subject to the limitation of liability provisions in the Agreement.

Attachment 1

STANDARD CONTRACTUAL CLAUSES

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Photographer,
as defined in the Amendment and as further specified therein
(the **data exporter**)

And

SmugMug Inc.,
(the **data importer**)
each a "party"; together "the parties",

The parties HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Background

The data exporter has entered into a data processing addendum ("DPA") with the data importer. Pursuant to the terms of the DPA, it is contemplated that services provided by the data importer will involve the transfer of personal data to data importer. Data importer is located in a country not ensuring an adequate level of data protection. To ensure compliance with Directive 95/46/EC and applicable data protection law, the controller agrees to the provision of such Services, including the processing of personal data incidental thereto, subject to the data importer's execution of, and compliance with, the terms of these Clauses.

Clause 1
DEFINITIONS

For the purposes of the Clauses:

a. *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the Processing of personal data and on the free movement of such data;

b. '*the data exporter'* means the controller who transfers the personal data;

c. *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

d. *'the sub-processor'* means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing

activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

e. '*the applicable data protection law*' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the Processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

f. '*technical and organisational security measures*' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2
DETAILS OF THE TRANSFER

The details of the transfer and in particular the special categories of personal data where applicable are specified in Schedule 1 which forms an integral part of the Clauses.

Clause 3

THIRD-PARTY BENEFICIARY CLAUSE

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6.1 and 6.2, Clause 7, Clause 8.2, and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8.2, and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the sub-Processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8.2, and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

4. The Parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4
OBLIGATIONS OF THE DATA EXPORTER

The data exporter agrees and warrants:

1. that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

2. that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to Process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

3. that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Schedule 2;

4. that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

5. that it will ensure compliance with the security measures;

6. that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

7. to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8.3 to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

8. to make available to the data subjects upon request a copy of the Clauses, with the exception of Schedule 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

9. that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

10. that it will ensure compliance with Clause 4(a) to (i).

Clause 5
OBLIGATIONS OF THE DATA IMPORTER

The data importer agrees and warrants:

1. to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it

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agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

2. that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

3. that it has implemented the technical and organisational security measures specified in Schedule 2 before processing the personal data transferred;

4. that it will promptly notify the data exporter about:

   a. any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
   b. any accidental or unauthorised access, and
   c. any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

5. to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

6. at the request of the data exporter to submit its data Processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

7. to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Schedule 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

8. that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

9. that the processing services by the sub-processor will be carried out in accordance with Clause 11;

10. to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

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LIABILITY

1. The Parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any Party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 6.1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity. The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 6.1 and 6.2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-Processor shall be limited to its own processing operations under the Clauses.

Clause 7

MEDIATION AND JURISDICTION

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

    a. to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
    b. to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The Parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

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COOPERATION WITH SUPERVISORY AUTHORITIES

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 8.2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

GOVERNING LAW

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10
VARIATION OF THE CONTRACT

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clauses.

Clause 11
SUB-PROCESSING

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-Processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in Clause 6.1 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 11.1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

OBLIGATION AFTER THE TERMINATION OF PERSONAL DATA PROCESSING SERVICES

1. The parties agree that on the termination of the provision of data processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 7.

SCHEDULE 1 TO THE STANDARD CONTRACTUAL CLAUSES
DESCRIPTION OF THE TRANSFERS (CONTROLLER TO PROCESSOR)

This Schedule 1 forms part of these Clauses.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Schedule.

Data exporter

The Data Exporter is:

Photographer or affiliates of Photographer as described in Section 10 of the Data Processing Agreement.

Data importer

The Data Importer is:

SmugMug Inc.

Data subjects

The personal data transferred concern the following categories of data subjects:

Customers of Photographer or other individuals who have engaged in one or more transactions with Photographer.

Categories of data

The personal data transferred concern the following categories of data:

Images

Contact information

Localization and demographic data

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data:

N/A

Processing operations

The personal data transferred will be subject to the following basic processing activities:

Use of personal data for the provision of the Services as described in the Agreement.

SCHEDULE 2 TO THE STANDARD CONTRACTUAL CLAUSES
TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

This Schedule 2 forms part of these Clauses.

Data importer will maintain appropriate technical and organizational security measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorized disclosure or access in accordance with the DPA and requirements under applicable Data Protection Legislation.