



Veriff Station Data Processing Addendum

1. Background

- 1.1. This data processing addendum (the "DPA") forms an integral part of the General Terms of Service for Veriff Station (the "Terms") and enters into force concurrently with the Terms.
- 1.2. Module 4 (processor to controller) provisions of the Standard Contractual Clauses are incorporated by reference into the Agreement and apply in case personal data is transferred to the Client not located in the European Union, the European Economic Area or country with European Commission's adequacy decision. The Parties concluding the Agreement referencing to the Standard Contractual Clauses upon the Client completing the signing up and receiving access to the Veriff Station Service shall be deemed as signing of the Standard Contractual Clauses and their Appendixes.
- 1.3. In the event of a conflict between any of the provisions of this DPA and the provisions of the Terms, the provisions of this DPA shall prevail. In case of conflict between any provisions of the DPA and Standard Contractual Clauses, the provisions of the Standard Contractual Clauses shall prevail.
- 1.4. For the purposes of this DPA, the parties acknowledge that the Client shall be the Controller and Veriff shall be the Processor. To the extent Veriff processes Client Personal Data on behalf of the Client as a processor as a result of hosting the Client Data or otherwise as a result of the Client's use of the Veriff Station, it shall do so in accordance with this DPA.

2. Definitions

- 2.1. Unless otherwise set out below, each capitalised term in this DPA shall have the meaning set out in the Terms and the following capitalised terms used in this DPA shall be defined as follows:

"Client Personal Data" means:

- (a) any personal data contained in the Client Data, including:
 - (i) the names and contact details of the End Users;
 - (ii) details of End Users' identification documents, including document type, number, date of issue and date of expiry;
 - (iii) photographs, videos and audio recordings of End Users captured by the Veriff Station;
 - (iv) biometric data relating to End Users;
 - (v) the results of the identity verification process conducted through the Veriff Station;
 - (vi) duration of the End User's use of the Veriff Station;
 - (vii) the names, contact details and the content of any communications with the Client's employees, agents and contractors; and
- (b) any other personal data that Veriff Processes on behalf of the Client during the Term in connection with the Client's use of and access to the Veriff Station;

"Data Protection Laws" means the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("**GDPR**"), any national implementing or supplementary legislation and any other applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the Processing of Client Personal Data;

"European Economic Area" or "**EEA**" means the Member States of the European Union together with Iceland, Norway, and Liechtenstein;

"Onward Transfer" means transfer of Data Subject's personal data as part of Client Personal Data to any other controller or (sub)processor outside EEA by the Client.

"Party" means either Veriff or the Client;

"Parties" means both Veriff and the Client;

"Privacy Policy" means a set of Veriff's rules and principles on processing Client Personal Data, as made available, and changed, by Veriff from time to time;

"Relevant Transfer" means a transfer out of the EEA of Client Personal Data pursuant to this DPA;



"Security Incident" means any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Client Personal Data;

"Subprocessor" means any Processor engaged by Veriff who Processes Client Personal Data on Veriff's behalf for the purpose of the Terms;

"Standard Contractual Clauses" means either the standard data protection clauses adopted under the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council as may be amended or replaced from time to time by the European Commission, any applicable data protection authority, or other body with competent authority and jurisdiction, or any subsequent version thereof released by the European Commission.

The terms **"personal data"**, **"Controller"**, **"Processor"**, **"Data Subject"**, **"Process"** and **"Supervisory Authority"** shall have the same meaning as set out in the GDPR.

3. Data Processing

- 3.1. Veriff will only Process Client Personal Data in accordance with the Agreement, to the extent necessary to provide the Veriff Station Service to the Client, and the Client's written instructions, unless Processing is allowed or mandated by European Union, any European Union Member State or any other applicable laws or legislation to which Veriff is subject, in which case Veriff shall, to the extent permitted by applicable law, inform the Client before Processing that Client Personal Data.
- 3.2. The Terms (subject to any changes to the Veriff Station) and this DPA shall be the Client's complete and final documented instructions to Veriff in relation to the Processing the Client Personal Data.
- 3.3. Processing outside the scope of the Agreement will require prior written agreement between the Client and Veriff on additional documented instructions for Processing.
- 3.4. The Client shall ensure its compliance with Data Protection Laws in relation to the Client Personal Data disclosed to and exchanged with Veriff in accordance with this DPA, including the accuracy and lawfulness of Processing the Client Personal Data by the Parties in accordance with the DPA, the provision of all applicable notices and information to Data Subjects and references to Veriff (including to Veriff's Privacy Policy) as required under applicable Data Protection Laws.
- 3.5. The Client will ensure that it has an appropriate legal basis under applicable Data Protection Laws for Processing Personal Data including, but not limited to, by obtaining any consents, if required under applicable Data Protection Laws for the lawful Processing of Client Personal Data by Veriff in accordance with the Terms.
- 3.6. When Processing of personal data of a child, the Client shall make reasonable efforts to assure that the holder of parental responsibility over the child has given a consent for the Processing or authorized the Processing in another manner required under Data Protection Laws. The Client shall inform Veriff of unauthorised sessions after which Veriff shall delete the related Client Personal Data Processed by Veriff or any Subprocessors. If Veriff detects an unauthorised session, it may delete the Client Personal Data Processed by Veriff or any Subprocessors.
- 3.7. Veriff has the right to delete, blur or make unreadable in any other way the personal data or identification documents presented during the verification session that are not necessary for the provision of Veriff Station Service.

4. Subprocessors

- 4.1. The Client agrees that Veriff may use Subprocessors to Process Client Personal Data, provided it enters into a written agreement with the Subprocessor which imposes the same obligations on the Subprocessor with regard to their Processing of Client Personal Data as are imposed on Veriff under this DPA. Upon such demand by the Client, Veriff shall notify to the Client all Subprocessors used by Veriff.
- 4.2. Veriff shall notify the Client of any changes to the Subprocessors it uses to Process Client Personal Data (including any addition or replacement of any Subprocessors). If the Client does not approve of a new Subprocessor, then the Client may give notice to terminate the Terms at the end of the then-current Subscription Period by providing at least fourteen (14) days written notice to Veriff. The Client will not have the right of recourse in relation to the paid Fee, regardless of the extent in which the Client has used the Veriff Station Service, or any other circumstance. If no objection has been raised prior to Veriff adding or replacing of a Subprocessor, Veriff will deem the Client to have authorised the new Subprocessor.

4.3. Veriff shall at all times remain responsible for compliance with its obligations under the DPA and will be liable to the Client for the acts and omissions of any Subprocessor as if they were the acts and omissions of Veriff.

5. International Transfers

5.1. Veriff shall not transfer the Client Personal Data to a recipient in a country or territory outside the EEA unless:

- (a) the recipient, or the country or territory in which it Processes or accesses the Client Personal Data, ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the Processing of Client Personal Data as determined by the European Commission; or
- (b) the transfer is based on the Standard Contractual Clauses or another legally recognised transfer method.

5.2. In case an adequacy decision of the European Commission is amended or withdrawn, resulting in the inability to rely on the adequacy decision as a data transfer safeguard by the Parties, the transfer of the Client Personal Data between the Parties shall be conducted in accordance with the Standard Contractual Clauses, including applying any other necessary terms, as provided by Veriff.

5.3. In case of Onward Transfer by the Client a relevant module of Standard Contractual Clauses shall apply and the Client shall procure that the entity receiving the Client Personal Data upon the Onward Transfer observes the same obligations as those imposed on the Client under Standard Contractual Clauses and this DPA.

5.4. In case of Relevant Transfer Veriff shall comply with obligations of data exporter considering Veriff Station Service and Processing by Veriff. For Relevant Transfer, Standard Contractual Clauses shall apply if relevant.

6. Data Security, Audits and Security Notifications

6.1. 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, Veriff shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including any measure set out in Terms and (as appropriate) any other measures listed in Article 32(1) of the GDPR. Veriff is entitled to unilaterally change and update such measures provided that the measures, at all times, comply with Article 32(1) of the GDPR.

6.2. The Client may, upon 30 days' prior notice and at Veriff's regular business hours, audit (either by itself or using independent third party auditors) Veriff's compliance with the security measures set out in this DPA, including by conducting audits of Veriff's data processing facilities. The Client shall submit, together with the aforementioned notice, an auditing plan, detailing the compliance elements and data processing facilities (in terms of functions) which are subject to the audit. Veriff shall assist with, and contribute to such audits conducted in accordance with this clause 6.2, provided that such audits are not carried out more than once a year. The Parties shall bear their own costs related to the audit. In case of any additional assistance, drafting of compliance documents, assisting with the requests or making available information reasonably necessary to demonstrate compliance with this DPA or with the Standard Contractual Clauses, that goes beyond auditing set forth in clause 6.2, Veriff shall have the right to reimbursement of costs and work as notified to the Client prior to providing such assistance.

6.3. Veriff may, upon 30 days' prior notice and at the Client's regular business hours, audit (either by itself or using independent third party auditors) Client's compliance with this DPA, including by conducting audits of Client's data processing facilities. Veriff shall submit, together with the notice, an auditing plan, detailing the compliance elements and data processing facilities (in terms of functions) which are subject to the audit. Client shall assist with, and contribute to any audits conducted in accordance with this clause 6.3, provided that such audits are not carried out more than once a year. The Parties shall bear their own costs related to the audit.

6.4. Where required under Article 28(3)(h) of the GDPR, Party shall immediately notify the other Party in the event that notifying Party believes the other Party's instructions conflict with the requirements of the GDPR or other EU or Member State laws.

6.5. If Party becomes aware of a Security Incident, Party will (a) notify the other Party of the Security Incident without undue delay, (b) investigate the Security Incident and provide such reasonable assistance to the Party (and any law enforcement or regulatory official) as required to investigate the Security Incident, and (c) take steps to remedy any non-compliance with this DPA.



- 6.6. Parties shall treat the Client Personal Data as respective Party's Confidential Information, and shall ensure that any employees or other personnel that have access to the Client Personal Data have agreed in writing to protect the confidentiality and security of the Client Personal Data and do not Process such Client Personal Data other than in accordance with this DPA.
- 6.7. Client shall confirm and agree on any notice of Security Incident to the supervisory authority, to public or Data Subject(s), beforehand with Veriff.
- 6.8. Each Party certifies that:
 - (a) it has not purposefully created back doors or similar programming that could be used to access the system and/or personal data,
 - (b) it has not purposefully created or changed its business processes in a manner that facilitates access to personal data or systems, and
 - (c) that national law or government policy does not require the Party to create or maintain back doors or to facilitate access to personal data or systems or for the Party to be in possession or to hand over the encryption key.

Notwithstanding other applicable rights of Veriff, Veriff shall have the right to immediately terminate the Agreement if the Client acts in violation of sentence 1 of this clause 6.8.

7. Access Requests and Data Subject Rights

- 7.1. Save as required (or where prohibited) under applicable law, Veriff shall notify the Client of any request received by Veriff from a Data Subject, whether directly or through a Subprocessor, in respect of their personal data included in the Client Personal Data, and shall direct the Data Subject to the Client, who shall respond to the Data Subject's request. For avoidance of doubt, Veriff has the right to communicate with the Data Subject in order to clarify the request, including whether the request is submitted regarding the Client, and provide information to the Data Subject regarding the identity of the Controller.
- 7.2. Party shall notify the other Party of any request for the disclosure of Client Personal Data by a governmental or regulatory body or law enforcement authority (including any data protection supervisory authority) unless otherwise prohibited by law or a legally binding order of such body or agency.
- 7.3. Client shall notify Veriff of any inquiries by the supervisory authorities about Veriff Station Service or Veriff Processing of Client Personal Data.

8. Assistance

- 8.1. Where applicable, taking into account the nature of the Processing, and to the extent required under applicable Data Protection Laws:
 - (a) Parties shall use all reasonable endeavours and not hinder the other Party's efforts towards compliance, to assist each other by implementing appropriate technical and organisational measures and all other necessary compliance measures, insofar as this is possible, for the fulfilment of the Parties obligation to comply with applicable Data Protection Laws and to respond to requests for exercising Data Subject rights laid down in the applicable Data Protection Laws; and
 - (b) Veriff shall provide reasonable assistance to the Client with any data protection impact assessments and with any prior consultations to any Supervisory Authority of the Client, in each case solely in relation to Processing of Client Personal Data and taking into account the information available to Veriff. This assistance may be paid service as set forth in clause 6.2.

9. Duration and Termination

- 9.1. The Client Personal Data Processed by Veriff in connection with the provision of the Veriff Station Service shall be available to the Client in the Veriff Station Service in accordance with the chosen subscription plan after which the Client Data shall be archived and the available to the Client on a request basis subject to limitations in the chosen subscription plan.
- 9.2. Veriff shall, within 14 days of the date of termination of the Terms, delete and use all reasonable efforts to procure the deletion of all other copies of Client Personal Data Processed by Veriff or any Subprocessors.



Upon the Client's written request submitted prior to termination of the Terms and subject to unarchiving limitations of the chosen subscription plan, Veriff will return a copy of a selection of Client Personal Data by secure file transfer in such a format as notified by Client to Veriff. If required by applicable laws, Veriff shall delete Client Personal Data prior to the date provided in this clause 9.2.

- 9.3. In case the Client's retrieval request exceeds the unarchiving limitations of the chosen subscription plan, the Parties may separately agree on retrieval fee. The Client acknowledges that Veriff has no obligation to facilitate the retrieval requests exceeding the unarchiving limitations of the chosen subscription plan.
- 9.4. Veriff and its Subprocessors may retain Client Personal Data to the extent required by applicable law, or as Veriff may deem necessary to prosecute or defend any legal claim, provided that such Client Personal Data is retained only to the extent and for such period as required by applicable laws or pending resolution of any issue, and always provided that Veriff shall ensure the confidentiality of all such Client Personal Data.
- 9.5. In case where Veriff is a Processor, Veriff and its Subprocessors may retain Client Personal Data in its backup systems, from which the corresponding Client Personal Data will be deleted after the end of the backup cycle. Veriff ensures that during the backup period appropriate safeguards are applied and the backed-up materials are put beyond the use.

Schedule 1 Standard Contractual Clauses

With regard to the Module 4 (processor to controller) provisions of the Standard Contractual Clauses incorporated into the Agreement by reference (see clause 1.2 of the DPA), the Parties agree that:

- (a) clause 7 (Docking clause) is not incorporated;
- (b) clauses 17 (Governing law) and 18 (Choice of forum and jurisdiction) shall apply and any dispute arising out of the Standard Contractual Clauses will be resolved in accordance with the governing law and choice of jurisdiction in the Terms;
- (c) details required under the Module 4 of the Standard Contractual Clauses' Annexes 1.A and 1.B are provided in the Appendix to Schedule 1 below.

Appendix to Schedule 1

Data exporter:

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| Name and contact details: | Veriff OÜ, Niine 11, 10141 Tallinn, Estonia, support@veriff.com |
| Activities relevant to the data transferred under these Standard Contractual Clauses: | Veriff will Process the Client Personal Data as necessary to provide the Veriff Station Service pursuant to the Agreement. |
| Signature and date: | Commencement date stipulated in the Terms |
| Role (controller/processor): | Processor |

Data importer:

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| Name and contact details: | Client with the contact details provided upon signing up to receive the Veriff Station Service |
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| Activities relevant to the data transferred under these Standard Contractual Clauses: | Client will Process the Client Personal Data as necessary to receive Veriff Station Service pursuant to the Agreement. |
| Signature and date: | Commencement date stipulated in the Terms |
| Role (controller/processor): | Controller |

Description of Transfer

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| Categories of data subjects whose personal data is transferred: | Data transfers may include but are not limited to personal data relating to the following categories of data subjects: End Users of the Client, employees, agents, and contractors of the Client (who are natural persons) accessing the Veriff Station Service, any other natural persons authorised by the Client to use the Service. |
| Categories of personal data transferred: | Veriff will transfer Personal Data contained in Client Personal Data as per chosen subscription plan. |
| Sensitive data transferred: | Veriff will not transfer special categories data. |
| The frequency of the transfer: | Data is transferred on a continuous basis for the provision of the Veriff Station Service. |
| Nature of the processing: | Veriff will Process the Client Personal Data as necessary to provide the Veriff Station Service under the Agreement. |
| Purpose(s) of the data transfer and further processing: | Data exchange necessary for the provision of the Veriff Station Service. |
| The period for which the personal data will be retained | Subject to clause 9 of the DPA |
| For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing | <p>The Client acknowledges that the following Subprocessors are contractually engaged for the Veriff Station Service provision at the commencement date of the Terms:</p> <ul style="list-style-type: none"> ● for media processing - Google Commerce Limited, a company incorporated under the laws of Ireland, with offices at Gordon House, Barrow Street, Dublin 4, Ireland; ● for storage, compute and media processing – Amazon Web Services EMEA SARL; ● for end-user communications - Twilio Inc, located at 375 Beale Street, Suite 300, San Francisco, CA 94105. |