

Privacy Policy and Data Processing Agreement

Privacy Policy

This privacy notice explains how Convoy and its affiliates ("**Company**") collect, use, store and share Personal Data (as defined below) in relation to the Company's websites, products, services, and experiences (together, the "**Services**").

1. Applicability

1.1. This Privacy Notice ("PN") is in effect as of the date set forth below.

1.2. You ("**User**") are not under any legal obligation to submit Personal Data to the Company. However, in case the User chooses not to submit Personal Data to the Company, the User may not be able to become a User and/or use certain Services.

1.3. The Company may change this PN from time to time, therefore the User should check back periodically. The Company will post any changes to this PN on its websites (the "**Site**"). If the Company makes any changes to this PN that materially affect the Company's practices with regard to the Personal Data the Company previously collected from the User, the Company will endeavor to provide the User with notice in advance of such change by highlighting the change on the Site. The Company will seek the User's prior consent to any material changes, if and where this is required by Applicable Data Protection Laws (as defined below).

1.4. This PN does not apply to any content processed and/or stored by the User when using the Services. Also, the PN does not apply to any products, services, websites, links or any other content that is offered on the Services by third parties. The User is advised to check the terms of use, privacy policies of such third parties.

1.5. For the purposes of (i) the General Data Protection Regulation (2016/679) ("GDPR"), including any subordinate or implementing legislation, (ii) the EU-US Privacy Shield ("Privacy Shield"), and (iii) the California Consumer Privacy Act of 2018, Cal. Civ. Code 1798.100 et seq. ("CCPA"), as applicable (collectively, the "**Applicable Data Protection Laws**"), the Company is acting as a processor/service provider, and the User is acting as the controller/business, as applicable.

1.6. For the purpose of this PN "Personal Data" shall mean personal data or personal information, as applicable in the Applicable Data Protection Law, or any other applicable data protection laws.

2. Personal Data collected by the Company

2.1. Information provided by the User.

Company collects any data the User provides the Company with, including but not limited to:

2.1.1. The User's contact details (e.g. name, email address, phone number);

- 2.1.2. The User's payment information (e.g. credit card and bank account information);
- 2.1.3. The User password and other authentication and security credential information;
- 2.1.4. Any communication between the User and the Company, e.g. emails, phone conversations, chat sessions.

2.2. Information collected automatically

The Company automatically collects data when the User visits, interacts with, or uses the Services, including but not limited to:

- 2.2.1. identifiers and information contained in cookies;
- 2.2.2. The User's settings preferences, backup information;
- 2.2.3. Uniform Resource Locators (URL) clickstream to, through, and from the Company's website and Services;
- 2.2.4. Content the User viewed or searched for, page response times, and page interaction information (such as scrolling, clicks, and mouse-overs);
- 2.2.5. network and connection information, such as the Internet protocol (IP) address and information about the User's Internet service provider;
- 2.2.6. computer and device information, such as browser type and version, operating system, or time zone setting; the location of the device;

3. The Company's Use of Personal Data

3.1. The Company processes the User's Personal Data to operate, provide, and improve the Services, including but not limited to:

- 3.1.1. creating and managing the User profiles;
- 3.1.2. contacting the User by the Company and communicating with the User with respect to the Services, e.g. by phone, email, chat; responding inquiries from the User;
- 3.1.3. Informing the User about updates or offers;
- 3.1.4. personalizing the Services, i.e. identifying the User's interests and recommending offers that might be of interest to the User;
- 3.1.5. marketing and promoting Company's Services;
- 3.1.6. providing assistance and support;
- 3.1.7. fulfilling the User requests; meeting contractual or legal obligations;
- 3.1.8. protecting the Users security, e.g. preventing and detecting fraud;
- 3.1.9. internal purposes, e.g. troubleshooting, data analysis, testing, and statistical purposes.

3.2. The Company may ask for the User's consent to use the User's personal data for a specific purpose which will be provided to the User.

3.3. The Company does not use any Personal Data other than as necessary to execute the Services.

4. Cookies

4.1. The Company uses tracking mechanisms such as cookies in order to provide the Services.

4.2. By clicking on a link to a third-party website or service, a third party may also transmit cookies to the User. This PN does not cover the use of cookies by any third parties, and Company is not responsible for such third parties' privacy policies and practices.

4.3. The Company uses Google Analytics. Please click on www.google.com/policies/privacy/partners/ in order to find out how Google Analytics collects and processes data.

5. Sharing Personal Data of the User for Legal Purposes

5.1. The Company may be required to retain or disclose personal information in order to:

5.1.1. comply with applicable laws or regulations;

5.1.2. comply with a court order, subpoena, or other legal processes;

5.1.3. respond to a lawful request by a government authority, law enforcement agency, or similar government body (whether situated in User's jurisdiction or elsewhere);

5.1.4. engage with third-party service providers and/or sub-contractors which provide services for the Company's business operations, a list of which can be received upon request.

5.1.5. disclose to third parties aggregated or de-identified information about Users for marketing, advertising, research, or other purposes;

5.1.6. disclose and/or transfer data to another entity if the Company is acquired by or merged with another company, if the Company sells or transfer a business unit or assets to another company, as part of a bankruptcy proceeding, or as part of any other similar business transfer;

5.1.7. The Company believes release is appropriate to comply with the law, enforce or apply the Company's terms and other agreements, or protect the rights, property, or security of the Company, Users, or others. This includes exchanging information with other companies and organizations for fraud prevention and detection and credit risk reduction.

5.2. When the Company shares the User's data with third parties as specified above, the Company requires such recipients to agree to only use the Personal Data the Company shares with them in accordance with this PN and the Company's contractual specifications and for no other purpose than those determined by the Company in line with this Privacy Policy.

6. Sharing User Information with Third-Party Software License Provider

It shall hereby be clarified that the Company will not share any User information regarding products and services with any 3rd party software license provider unless the User agreed to such disclosure of information when purchasing such products and services.

7. Security

The Company has taken appropriate technical and organisational measures to protect the information Company collects about the User from loss, misuse, unauthorized access, disclosure, alteration, destruction, and any other form of unauthorized processing. The User should be aware, however, that no data security measures can guarantee 100% security.

8. Users in The European Economic Area (EEA)

8.1. Legal Basis for Processing of Personal Data

The Company will only process the User's Personal Data if it has one or more of the following legal bases for doing so:

8.1.1. Contractual Necessity: processing of Personal Data is necessary to enter into a contract with User, to perform Company's contractual obligations to the User under the terms of Use ("**TOU**"), to provide the Services, to respond to requests from the User, or to provide the User with customer support;

8.1.2. Legitimate Interest: The Company has a legitimate interest to process the User's Personal Data;

8.1.3. Legal Obligation: processing of the User's Personal Data is necessary to comply with relevant law and legal obligations, including to respond to lawful requests and orders; or

8.1.4. Consent: processing of the User's Personal Data with the User's consent.

8.2. The User's Rights regarding Personal Data.

8.2.1. Subject to Applicable Data Protection Laws, the User has certain rights with respect to the User's Personal Data, including the following:

8.2.1.1. The User may ask whether Company holds Personal Data about the User and request copies of such Personal Data and information about how it is processed;

8.2.1.2. The User may request that inaccurate Personal Data is corrected;

8.2.1.3. The User may request the deletion of certain Personal Data;

8.2.1.4. The User may request the Company to cease or restrict the processing of Personal Data where the processing is inappropriate;

8.2.1.5. When the User consents to processing the User's Personal Data for a specified purpose by Company, the User may withdraw the User's consent at any time, and Company will stop any further processing of the User's data for that purpose.

8.2.2. In certain circumstances, the Company may not be able to fully comply with the User's request, such as if it is frivolous or extremely impractical, if it jeopardizes the rights of others, or if it is not required by law, however, in those circumstances, the Company will still respond to notify the User of such a decision.

8.2.3. The User can exercise the User's rights of access, rectification, erasure, restriction, objection, and data portability by contacting the Company at info@frain.dev. In some cases, the Company may need the User to provide the Company with additional information, which may include Personal Data, if necessary to verify the User's identity and the nature of the User's request.

9. Users in California, USA

9.1. The Company will at all times comply with all Applicable data protection laws (including the CCPA) and only process Personal Data on User's behalf.

9.2. The Company will (i) not collect, retain, use, or disclose Personal Data for any purpose other than for the specific purposes set out in the Company terms of use and the Data Processing Agreement between Company and the User; (ii) not sell Personal Data (as defined under the CCPA); and (iii) put in place appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing or accidental destruction, loss or damage.

10. Personal Data of Children

The Company's Services are not intended for children. Children under 18 years of age, may use the Services only with the involvement of a parent or guardian.

11. Questions regarding User's Personal Data?

If the User has any questions about this Privacy Notice or the Company data practices generally, please contact us using the following information:

Convoy

Support Team

Email: info@frain.dev

Data Processing Agreement

1. Applicability

This Convoy Data Processing Agreement (“**DPA**”) shall apply to all of your (“**User's**”) agreements (“**Agreements**”) with Convoy and its affiliates and/or subsidiaries (“**Convoy**”) to the extent that Convoy processes (i) as the User's processor any personal data from the European Economic Area, the United Kingdom and Switzerland; or (ii) as the User's service provider any personal information of California consumers (collectively, “**User Data**”).

2. Definitions

2.1. Terms used in this DPA but not defined herein (whether or not capitalized) shall have the meanings assigned to such terms in (i) the General Data Protection Regulation (2016/679) (“**GDPR**”), including any subordinate or implementing legislation, and (ii) the California Consumer Privacy Act of 2018, as amended, Cal. Civ. Code 1798.100 et seq. (“**CCPA**”), as applicable (collectively, “**Applicable Data Protection Laws**”). In the event of any conflict between the Applicable Data Protection Laws, the most restrictive law applicable to the User shall govern.

2.2. “**User**” or “**You**” means the controller or business that entered into this DPA with CONVOY.

3. Processing of Personal Data on behalf of Controller/Business

Convoy acts as a processor/service provider for the User and performs processing operations on behalf of User and upon the instructions of User, as set forth herein, in the Convoy terms of Use (“**TOU**”) and the Convoy privacy notice (“**PN**”), as may be amended from time to time by Convoy, and any additional agreement entered into between the User and Convoy (collectively, the “**Terms**”), pursuant to which personal information may be disclosed to Convoy and Convoy may process such personal information (the “**Contracted Business Purpose**”).

4. Controller/Business Obligations and Representations

User sets forth the details, including the purpose, the means, and the ways in which Convoy shall process the User Data, as required by Applicable Data Protection Laws in Appendix A (Details of Processing of Processed Personal Data), attached hereto, and User represents and warrants that:

4.1. It complies with personal data security and other obligations prescribed by Applicable Data Protection Laws for controller/businesses, and that the provision of the User Data to Convoy complies with Applicable Data Protection Laws;

4.2. It only processes personal data/personal information that has been collected in accordance with the Applicable Data Protection Laws;

4.3. It has in place procedures in case individuals/consumers whose personal data/personal information is collected, wish to exercise their rights in accordance with the Applicable Data Protection Laws;

4.4. It provides User Data to Convoy for a business purpose in accordance with the representations the User makes to consumers in the User's privacy policy, and the User does not sell User Data to Convoy;

4.5. It shall provide to Convoy as a processor/service provider, or otherwise have Convoy (or anyone on its behalf) process such User Data which is explicitly permitted under Convoy's PN ("Permitted User Data"). Solely controller/business shall be liable for any data which is made available to processor/service provider in excess of the Permitted User Data ("Non-Permitted Data"). Convoy's obligations under the Terms shall not apply to any such Non-Permitted Data;

4.6. It is and will remain duly and effectively authorized to give the instruction set out herein and any additional instructions as provided pursuant to the Terms, at all relevant times and at least for as long as the Terms are in effect and for any additional period during which Convoy is lawfully processing personal data/personal information.

5. Processor/Service Provider Obligations

5.1. Convoy carries out the processing of User Data on User's behalf;

5.2. Pursuant to the provisions of Article 28 of the GDPR, Convoy represents and warrants that it will:

5.2.1. process User Data solely on the User's behalf and in compliance with User's instructions (including relating to international data transfers), including instructions in this DPA and all Terms, unless required to do so by EU or applicable Member State law;

5.2.2. implement appropriate technical and organizational measures to provide an appropriate level of security, including, as appropriate and applicable, the measures referred to in Article 32(1) of the GDPR;

5.2.3. take reasonable steps to ensure that access to the processed User Data is limited on a need-to-know/access basis and that all Convoy personnel receiving such access are subject to confidentiality undertakings or professional or statutory obligations of confidentiality in connection with their access/use of User Data.

5.2.4. it shall provide reasonable assistance to controller/business with any data protection impact assessments or prior consultations with supervising authorities in relation to the processing of User Data by the processor/service provider, as required under any Applicable Data Protection Laws, at the written request of the controller/business, and at controller's/business' sole expense.

5.3. Pursuant to the CCPA, Convoy represents and warrants that:

5.3.1. Convoy is acting solely as a service provider with respect to User Data for the purposes of

the Contracted Business Purpose;

5.3.2. Convoy shall not retain, use or disclose User Data for any purpose other than for the specific purpose of performing the services specified in the Terms and if law requires Convoy to disclose personal information for a purpose unrelated to the Contracted Business

Purpose, Convoy must first inform the User of the legal requirement and give the User an opportunity to object or challenge the requirement, unless the law prohibits such notice;

5.3.3. If and to the extent that the CCPA permits, Convoy may de-identify or aggregate User Data as part of performing the services specified in the Terms. Convoy will not attempt to or actually re-identify any previously aggregated, de-identified, or anonymized data;

5.3.4. Convoy will limit personal information collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the Contracted Business Purposes or another compatible operational purpose.

6. Sub-Processing

6.1. Controller/business authorizes processor/service provider to appoint sub-processors in accordance with the provision of the Terms. Any subcontractor used must qualify as a service provider under the Applicable Data Protection Laws. Without derogating from the generality of the foregoing, the processor/service provider cannot make any disclosures to the subcontractor that the CCPA would treat as a sale.

6.2. Processor/service provider may continue to use those sub-processors already engaged by processor/service provider as of the date of this DPA. Controller/business acknowledges and agrees that as of the date of this DPA processor/service provider uses certain sub-processors; a list of such sub-processors will be provided upon request.

6.3. Processor/service provider may appoint new sub-processors and shall give reasonable notice of the appointment of any new sub-processor. Controller's/business' continued use of the applicable services after such notification constitutes controller's/business' acceptance of the new sub-processor.

6.4. Convoy remains fully liable to the User for the subcontractor's performance of its agreement obligations.

7. Data Subjects' Rights

7.1. Controller/business shall be solely responsible for compliance with any statutory obligations concerning requests to exercise data subject rights under Applicable Data Protection Laws (e.g., for access, rectification, deletion of processed User Data, etc.). Processor/service provider shall reasonably endeavor to assist controller/business insofar as feasible, to fulfill controller's/business' said obligations with respect to such data subject requests, as applicable, at controller's/business' sole reasonable expense.

7.2. Processor/service provider shall (i) without undue delay notify controller/business if it receives a request from a data subject under any Applicable Data Protection Laws in respect of Processed Personal Data; and (ii) not respond to that request, except on the written instructions of controller/business or as required by Applicable Data Protection Laws, in which case processor/service provider shall, to the extent permitted by Applicable Data Protection Laws, inform controller/business of that legal requirement before it responds to the request.

8. Personal Data Breach

8.1. Processor/service provider shall notify controller/business without undue delay upon processor/service provider becoming aware of any personal data breach within the meaning of Applicable Data Protection Laws relating to User Data which may require a notification to be made to a supervisory authority or data subject under Applicable Data Protection Laws "**Personal Data Breach**").

8.2. At the written request of the controller/business and at controller's/business' sole expense, processor/service provider shall provide reasonable co-operation and assistance to User in respect of User's obligations regarding the investigation of any Personal Data Breach and the notification to the supervisory authority and data subjects in respect of such a Personal Data Breach; provided, however, that Convoy shall, at its own expense, use reasonable efforts to contain and remedy any Personal Data Breach caused by Convoy (or its agents, representatives, or subcontractors) without undue delay and prevent any further Personal Data Breach, including, but not limited to taking any and all reasonable action necessary to comply with Applicable Data Protection Laws.

9. Deletion or Return of Processed Personal Data

9.1. Subject to the terms hereof, processor/service provider shall within up to sixty (60) days, unless a sooner time period is required by Applicable Data Protection Laws, return and then destroy the User Data, except such copies as authorized including under this DPA or required to be retained in accordance with Applicable Data Protection Laws.

9.2. Processor/service provider may retain User Data only to the extent authorized or required by Applicable Data Protection Laws, provided that processor/service provider shall ensure the confidentiality of such User Data and shall ensure that it is only processed for such legal purpose(s). The provisions of this DPA shall govern any such retained User Data.

9.3. Upon controller's/business' prior written request, processor/service provider shall provide written certification to controller/business that it has complied with this Section 9.

10. Audit Rights

10.1. Subject to the terms hereof, and not more than once in each calendar year, processor/service provider shall make available to a reputable auditor mandated by controller/business in coordination with processor/service provider, at the reasonable cost of the controller/business upon prior written request, within normal business hours at processor/service provider premises, such information necessary and relevant to reasonably demonstrate compliance with this DPA, and shall allow for audits by such reputable auditor mandated by the controller/business in relation to the processing of the User Data by the processor/service provider, provided that such third-party auditor shall be subject to confidentiality obligations.

10.2. Controller/business shall use (and ensure that each of its mandated auditors uses) its best efforts to avoid causing (or, if it cannot avoid, to minimize) any damage, injury, or disruption to the processor's/service provider's premises, equipment, personnel, and

business while its personnel is on those premises in the course of such an audit or inspection.

11. General Terms

11.1. **Governing Law and Jurisdiction** All disputes with respect to this DPA shall be determined in accordance with the laws of the State of California and shall be handled at a competent court in California.

11.2. **Conflict** In the event of any conflict or inconsistency between this DPA and any other agreements between the parties, including agreements entered into after the date of this DPA, the provisions of this DPA shall prevail.

11.3. **Changes in Applicable Data Protection Laws** Controller/business may by at least forty-five (45) calendar days' prior written notice to processor/service provider, request in writing any changes to this DPA, if they are required, as a result of any change in any Applicable Data Protection Law, regarding the lawfulness of the processing of User Data. If controller/business provides its modification request, processor/service provider shall make commercially reasonable efforts to accommodate such modification request, and controller/business shall not unreasonably withhold or delay agreement to any consequential changes to this DPA to protect the processor/service provider against any additional risks, and/or to indemnify and compensate processor/service provider for any further costs associated with the changes made hereunder.

11.4. **Severance.** Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall either be (i) amended as necessary to ensure its validity and enforceability while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

Appendix A

Details of Processing of Processed Personal Data

(As required by Article 28(3) of the GDPR)

1. The subject matter and duration of the processing of processed personal data are set forth in the Terms.
2. The nature and purpose of the processing of processed personal data are rendering services, as detailed and defined in the Convoy terms of use and the Convoy PN.
3. The types of processed personal data to be processed are as detailed in the PN.
4. The categories of data subjects to whom the processed personal data relates to are as follows: natural persons who are end-users of the Controller's or any other third parties' services.
5. The obligations and rights of the Controller are as set forth herein and in the GDPR.