

DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**Addendum**") adds onto the [Loox's terms of service](#) (the "**Agreement**") between Loox Online Ltd. ("**Loox**") and merchants who use Loox's services (the "**Customer**").

WHEREAS, pursuant to the Agreement, Loox provides Customer access to use Loox's reviews management platform (the "**Platform**");

WHEREAS, Privacy and data protection laws warrant special contractual arrangements;

THEREFORE, the parties have agreed as follows:

1. The parties acknowledge and agree to –
 - 1.1. Loox Privacy Policy for end users available [here](#) (the "**Privacy Policy**")
 - 1.2. Loox Terms of Service available [here](#)
2. Customer commissions, authorizes and requests that Loox provide Customer the Platform, which involves Processing Personal Data (as these capitalized terms are defined and used in the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), referred to as "**Data Protection Law**").
3. With respect to those activities of Loox as a 'Data Processor' (as this term is defined and used in Data Protection Law), Loox will Process the Personal Data only on Customer's behalf and for as long as Customer instructs Loox to do so. Loox shall not Process the Personal Data for any purpose other than the purpose set forth in the next section.
4. The subject matter and purposes of the Processing activities are the provision of a review management platform, including maintenance, support, enhancement and deployment of the same.
 - 4.1. The Personal Data Processed may include, without limitation: email address, full name, physical address, purchase amount, purchase date, item purchased, and reviews submitted to Customer's website.
 - 4.2. The Personal Data of the Merchant Processed may include, without limitation: name, email, location, currency.
5. The Data Subjects, as defined in the Data Protection Law, about whom Personal Data is Processed are Customer's clients.
6. With respect to those activities of Loox as a Data Processor, Loox will Process the Personal Data only as set forth in this Addendum. Customer and Loox are each responsible for complying with the Data Protection Law applicable to them in their roles as Data Controller (as this term is defined and used in Data Protection Law) and Data Processor, respectively.
7. If the Data Protection Law does not apply to the Customer, then Customer must abide by whatever other data privacy and data security laws and regulations applicable to it, and at a minimum –

- 7.1. Obtain and maintain valid, any and all authorizations, permissions and informed consents, including those of individuals about whom the Platform may process personal data or personally identifiable information, as may be necessary under applicable laws and regulations, in order to allow Loox to lawfully collect, handle, retain, process and use the processed data within the scope of the Platform.
 - 7.2. Substantiate the legal basis and legitimize pursuant to applicable law, any and all personal data or personally identifiable information transferred to Loox, whether directly by the Customer or indirectly by a third party retained by and operating for the benefit of the Customer.
 - 7.3. Have, properly publish and abide by an appropriate privacy policy that complies with all applicable laws and regulations relating to personal data or personally identifiable information of Customer's clients.
8. If Customer imports reviews into the Platform from an external source, Customer represents and warrants that it has obtained and maintains valid, any and all authorizations, permissions and informed consents necessary under applicable laws and regulations, in order to: (a) import those reviews and their accompanying data into Loox, and (b) to allow Loox lawfully collect, handle, retain, process and use the processed data within the scope of the Platform.
9. With respect to those activities of Loox as a Data Processor, Loox will Process the Personal Data only on documented instructions from Customer that are provided through the Platform's various control and configuration options, unless Loox is otherwise required to do so by law to which it is subject (and in such a case, Loox shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest). Loox shall immediately inform Customer if, in Loox's opinion, an instruction is in violation of Data Protection Law. Customer may use the Platform's certain control and configuration options to assist it in connection with its obligations under the GDPR. In light of the GDPR's requirement under Articles 13 and 14 to have a privacy notice pursuant to the 'transparency' and 'accountability' principles of the GDPR, Loox will maintain for the benefit of Data Subjects a dedicated Privacy Notice.
10. Customer may only use the Platform to process personal data pursuant to a recognized and applicable lawful basis under Data Protection Law, such as (by way of example only) consent or legitimate basis. Customer is solely responsible for determining the lawfulness of the data processing instructions it provides to Loox and shall provide Loox only instructions that are lawful under Data Protection Law.
11. Loox, through the Platform's various control and configuration options available to Customer, will follow Customer's instructions to accommodate Data Subjects' requests to exercise their rights in relation to their Personal Data, including accessing their data, correcting it, restricting its processing or deleting it. Loox will pass on to Customer requests that it receives from Data Subjects regarding their Personal Data Processed by Loox.

12. Additional instructions of the Customer outside the scope of the Platform's control and configuration options require prior and separate agreement between Customer and Loox, including agreement on additional fees (if any) payable to Loox for executing such instructions. If Loox declines to follow Customer's reasonable instructions outside the scope of the Platform's control and configuration options, then Customer may terminate this Addendum and the Agreement, without liability for such premature termination.
13. Loox will make available to Customer all information in its disposal necessary to demonstrate compliance with the obligations under Data Protection Law and Israeli data privacy law, shall maintain all records required by Article 30(2) of the GDPR, and shall make them available to the Company upon request.
14. Customer acknowledges and agrees that Loox uses the following sub-processors to Process Personal Data: https://loox.io/legal/service_providers.pdf.
15. Customer authorizes Loox to engage another sub-processor for carrying out specific processing activities of the Platform, provided that Loox informs Customer at least 7 days in advance of any new or substitute sub-processor, in which case Customer shall have the right to object, on reasoned grounds, to that new or replaced sub-processor. If Customer so objects, Loox may not engage that new or substitute sub-processor for the purpose of Processing Personal Data in the provision of the Platform to the Customer and may terminate the Agreement with the Customer for convenience, without liability to Customer for such premature termination.
16. Loox and its sub-processors will only Process the Personal Data in member states of the European Economic Area, in territories or territorial sectors (e.g., Privacy Shield) recognized by an adequacy decision of the European Commission, as providing an adequate level of protection for Personal Data pursuant to Articles 45 or 46 of the GDPR, or using adequate safeguards as required under Data Protection Law governing cross-border data transfers (e.g., Model Clauses).
17. Loox will procure that the sub-processors Process the Personal Data in a manner consistent with Loox's obligations under this Addendum and Data Protection Law, particularly Article 28 of the GDPR, with such obligations imposed on that sub-processor by way of law or contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR.
18. In Processing Personal Data, Loox will implement appropriate technical and organizational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. Loox will ensure that its staff authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
19. Loox shall allow for and contribute to audits, including carrying out inspections on Loox's business premises conducted by Customer or another auditor mandated by Customer during normal business hours and subject to a prior notice to Loox of at least 30 days as well as appropriate confidentiality undertakings by Customer covering such inspections in order to establish Loox's

compliance with this Addendum and the provisions of the applicable Data Protection Law as regards the Personal Data that Loox processes on behalf of Customer. If such audits entail costs or expenses to Loox, the parties shall first come to agreement on Customer reimbursing Loox for such costs and expenses.

20. Loox shall without undue delay notify Customer of any 'Personal Data Breach' (as this term is defined and used in Data Protection Law) that it becomes aware of regarding Personal Data of Data Subjects that Loox Processes. Loox will use commercial efforts to mitigate the breach and prevent its recurrence. Customer and Loox will cooperate in good-faith on issuing any statements or notices regarding such breaches, to authorities and Data Subjects.
21. Loox will assist Customer with the eventual preparation of data privacy impact assessments and prior consultation as appropriate, provided, however, that if such assistance entails material costs or expenses to Loox, the parties shall first come to agreement on Customer reimbursing Loox for such costs and expenses.
22. Loox will provide Customer prompt notice of any request it receives from authorities to produce or disclose Personal Data it has Processed on Customer's behalf, so that Customer may contest or attempt to limit the scope of production or disclosure request.
23. All notices required or contemplated under this Addendum to be sent by Loox will be sent either by electronic mail to Customer to the email address that Loox has on file for the Customer's main contact person.
24. Upon Customer's request, Loox will delete the Personal Data it has Processed on Customer's behalf under this Addendum from its own and its sub-processor's systems, or, at Customer's choice, use the Platform's tools to obtain the data before its deletion, and upon Customer's request, will furnish written confirmation that the Personal Data has been deleted pursuant to this section.
25. The duration of Processing that Loox performs on the Personal Data is for the period set out in the Privacy Policy. This Addendum shall prevail in the event of inconsistencies between it and the Agreement between the parties or subsequent agreements entered into or purported to be entered into by the parties after the date of this Addendum – except where explicitly agreed otherwise in writing.
26. The parties' liability under this Addendum shall be pursuant to the liability clauses in the various parts of the Agreement.