

DATA PROCESSING AGREEMENT

This Data Processing Agreement (“DPA”) forms part of the General Conditions of Use of Sendinblue Services (the “Agreement”). All Capitalized terms not defined in this DPA shall have the same meaning set forth in the Agreement.

The purpose of this DPA is to define the conditions under which Sendinblue undertakes to perform, on behalf of the User, the data processing operations defined below.

In the context of this DPA, the User acts as a Data Controller and Sendinblue as a Data Processor within the meaning of EU Data Protection Law.

1. Definitions

"User Data" means any Personal Data that Sendinblue processes on behalf of the User as Data Processor in the course of providing the Services.

"Data Controller" means the User.

"Data Processor" means Sendinblue.

"EU Data Protection Law" means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) ("**GDPR**");

"EEA" means the European Economic Area.

"Personal Data" means any information relating to an identified or identifiable natural person.

"Processing" has the meaning given to it in the GDPR and "**process**", "**processes**" and "**processed**" shall be interpreted accordingly.

"Sub-processor" means any Data Processor engaged by Sendinblue to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA. Sub-processors may include third parties or members of the Sendinblue group.

2. Details of Data Processing

2.1. Sendinblue shall process User Data only for the purposes described in the DPA and only in accordance with the User's documented lawful instructions. The Parties agree that this DPA and the Agreement set out the User's complete and final instructions to Sendinblue in relation to the processing of User Data.

2.2. Duration: as between Sendinblue and the User, the duration of the data processing under this DPA is until the termination of the Agreement in accordance with its terms.

2.3. Purpose: the purpose of the data processing under this DPA is the sending marketing and/or transactional emails and/or SMS messages

2.4. The data processing operations carried out by Sendinblue on behalf of the User are defined below:

- Storage of contact listings loaded by the User
- Sending of messages by email or SMS, whether automated or not (including order tracking, order confirmation, newsletters)
- Retention and analysis of email deliverability data
- Retargeting display
- Collection of Unsubscriptions and User Information
- Collection of consents (in case the User uses the Sendinblue form to retrieve contact data from their own site)
- Analysis of email recipient behaviour (monitoring of opening rates, click rates and bounce rates at the individual level).

2.5. Categories of data subject: any individual: (i) whose email address is included in the User's distribution list; (ii) whose information is stored or collected via the Services, or (iii) to whom the User sends emails or otherwise engages or communicates with via the Services and more precisely Customers and prospects.

2.6. Types of User Data: any type of data determined and controlled by the User in their sole discretion, in the context of its use and setting up of the Services, such as Contact Details (such as email and telephone number); Address Details (such as street name, city, postal / zip code and country); Personal Information (such as first and last name, date of birth, gender); IT information (IP addresses, cookies data).

3. The User's Obligations

3.1. If the User is established in the European Union, or if its Distribution List contains Personal Data of European Union member citizens, the User agrees that it shall comply with its obligations as Data Controller under EU Data Protection Law, and in particular:

- that the personal data contained in the files transmitted have been collected and processed in compliance with the applicable regulations;
- that the Users have informed the data subjects in accordance with the applicable rules;
- where appropriate, that the collection and processing have been consented to by the data subjects;
- that the data subjects shall be allowed to exercise their rights in accordance with the applicable rules;
- that the Users undertake that the information will be rectified, completed, clarified, updated or deleted if it is inaccurate, incomplete, ambiguous or out of date, or if the data subject wishes to prohibit its collection, use, communication or storage.

3.2. It is specified that the User is solely responsible for managing the retention periods of Personal Data that it uploads onto the Sendinblue platform, and that it is incumbent on him to delete the data as and when its retention period expires. Sendinblue is responsible only for deleting this data at the end of its contractual relationship with the User.

3.3. The User undertakes not to include in the distribution lists uploaded onto the platform any Personal Data known as "sensitive" within the meaning of Article 9 of the GDPR.

4. Sendinblue's Obligations

4.1. Compliance with the User's instructions and regulations.

Sendinblue undertakes to:

- process Personal Data only for the Purpose stated in this DPA;
- process Personal Data in accordance with the instructions of the Controller. If Sendinblue considers that an instruction constitutes a violation of the EU Data Protection law, it shall immediately inform the User;
- guarantee the confidentiality of Personal Data processed under this Agreement;
- ensure that the persons authorized to process Personal Data under this DPA:
 - undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality;
 - receive the necessary training in the protection of Personal Data;
- appoint a Data Protection Officer: Jules Jeanroy dpo@sendinblue.com;
- keep a register with a list of the processing operations carried on behalf of the Data Controller, including all the information listed in Article 30 (2) of the GDPR;

4.2. Security: Sendinblue undertakes to take all necessary precautions, in respect of the nature of Personal Data and the risks presented by the processing, to preserve the security of Personal Data and in particular, to prevent it from being distorted, damaged or accessed by unauthorized third parties. Sendinblue undertakes in this context to implement appropriate technical and organizational security and confidentiality measures.

4.3. Data Breach: Upon becoming aware of any violation of Personal Data, Sendinblue shall notify the User within 72 hours after becoming aware of it, by notification through the User's customer account or by e-mail to the address , in particular to enable the User, to comply with the obligation provided for in Article 33 of the GDPR.

4.4. Destruction: at any time during the performance of the Agreement, the User may access or delete Personal Data processed by Sendinblue directly from their customer account by clicking on the "export button" in its customer account. At the end of the contractual relationship, Sendinblue undertakes, at the User's request, to destroy all personal data, or to return it to the User or another data processor designated by them if technically feasible and within a maximum period of 3 months. The return must be accompanied by the destruction of existing copies in Sendinblue's information systems, unless any applicable law requires their retention. Sendinblue undertakes to provide the User, on request, with proof of such destruction.

5. Assistance and audit

5.1. Assistance: to the extent the User is unable to independently access the relevant User Data within the Services, Sendinblue shall (at the User's expense) provide reasonable cooperation to assist the User to respond to any request from individuals or applicable data protection authorities relating to the processing of Personal Data under the Agreement. In the event that any such request is made directly to Sendinblue, Sendinblue shall not respond to such communication directly without the User's prior authorization, unless legally compelled to do so. If Sendinblue is required to respond to such a request, Sendinblue shall promptly notify the User and provide it with a copy of the request unless legally prohibited from doing so.

5.2. Audit: Sendinblue undertakes to provide the User with all the information and documents necessary to demonstrate compliance with the obligations set out in this DPA. Sendinblue authorizes the User or any other external auditor not competing with Sendinblue and mandated by the User, at the User's expense, to inspect and audit its personal data processing activities and undertakes to accede to all reasonable requests made by the User to verify that Sendinblue complied with the contractual obligations imposed by this DPA.

Such audits may take place no more than once (1) per contract year. In all cases, the User must give Sendinblue a minimum notice of thirty (30) days, and the audit must in no case disrupt the ongoing activities of Sendinblue. The audit will be limited to the Personal Data processing activities performed by Sendinblue on behalf of the User, and the User will not be able to access data concerning other Sendinblue customers.

A copy of the audit report shall be provided to Sendinblue free of charge.

6. Data transfers and Sub-processing

6.1. Authorized sub-processors: the User is informed, and expressly accepts, that in connection with the performance of the Service under the Agreement, Sendinblue may have recourse to sub-processors, who will have access/process the Personal Data entrusted by the User on their behalf. The list of the relevant processors is available <https://bit.ly/subcontactors-SIB-EN-int>

6.2. Sub-processors Obligations: Sendinblue shall: (i) enter into a written agreement with sub-processors imposing data protection terms that require the sub-processor to protect the User Data to the standard required by EU Data Protection Law; and (ii) remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the sub-processor that cause Sendinblue to breach any of its obligations under this DPA.

6.3. Changes to sub-processors: in the event of a modification of the list of its sub-processors, Sendinblue will notify the User by email or by notification through the customer account, and the User will have the possibility to terminate the Agreement in the event of an objection.

It is specified that this notification will include any information relating to possible transfers of Personal Data the EEA.

7. Miscellaneous

7.1. This DPA may be amended at any time. All changes are published on Sendinblue's website and brought to the User's attention through the website.

Unless the User terminates the Services by sending a registered letter with acknowledgment of receipt by Sendinblue within thirty (30) days of these changes, the User will be deemed to have accepted the changes.

7.2. This DPA has been drafted in several languages. For the purposes of interpreting this DPA, the French version shall prevail.

8. Governing Law and Jurisdiction

The applicable law and the competent jurisdiction remain those stipulated in the Agreement.