

# Data Protection Addendum

## General Data Protection Regulation Section 28

This Data Protection Addendum (“**Addendum**”) is in adherence to the General Data Protection Regulation (“**GDPR**”), governing the relationship between the customer (acting as a data controller)(“**User**”) and WP Live Chat Support (acting as a data processor)(“**Provider**”). This Addendum facilitates the parties’ compliance with their obligations under EU data protection law.

This Addendum is concluded between \_\_\_\_\_ with registered address \_\_\_\_\_ and **Code Cabin PTY Ltd** and brand representative, WP Live Chat Support, with a registered address in **Johannesburg, South Africa** and contact information [privacy@wp-livechat.com](mailto:privacy@wp-livechat.com).

The purpose of this Addendum is to reflect the parties’ agreement in terms of processing personally identifiable data in accordance with the requirements set out by the GDPR. This Addendum does not replace or supercede any agreement relating to data processing as negotiated in reference to this Addendum.

Definitions not included here can found in our general [Terms and Conditions](#).

### Scope

The following provisions apply to all data processing within the meaning of Article 28 of the GDPR. ‘Data processing’ or ‘processing’ will hereinafter refer to personally identifiable data of which the use includes collection, recording, organisation, structuring, storage, adaption, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, erasure or destruction.

In the course of providing service to the User, the Provider may process Personal Data, as defined and categorised in our [Privacy Policy](#) and [Terms and Condition](#), on behalf of the User. The parties agree to comply with the provision set out below.

Further to this:

- I. The signatory represents to the Provider that he/she has the legal capacity to enter into this Addendum.
- II. This Addendum will only become effective upon the full and accurate completion of required information.

### Definitions

**Data Protection Legislation** - law and regulation as in terms of the European Union and EEA. European Directives 95/46/EC and 2002/58/EC, and any legislation and/or regulation implementing or made pursuant to them, or which amends or replaces any of them (including the General Data Protection Regulation, Regulation (EU) 2016/679).

**EEA** - European Economic Area.

**Sub-Processors** - third party service providers appointed by or on behalf of the Provider to process Personal Data on behalf of the User.

**Personal Data** - personally identifiable information.

**“Data Processor”, “Data Subject”, “Processor”, “Processing”, “Subprocessor”, and “Supervisory Authority”** shall be interpreted in accordance with applicable Data Protection Legislation.

**“Technical and organisational security measures”** - 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.

## Processing of Personal Data

- I. This Addendum is applicable in terms of the data processing of the User, by the Provider. In terms of this Addendum and the processing of Personal Data, the User is regarded as the data Controller and the Provider the data Processor.
- II. The User submits to remain duly and effectively authorized to process Personal Data in terms of this Addendum.
- III. The User submits to process Personal Data in respect of applicable Data Protection Legislation as collected by the use of services (“**Service**”) provided by the Provider.
- IV. The User submits to ensure Personal Data collected and processed is accurate and lawful.
- V. The Provider submits to only process the User’s Personal Data as required for Service and in accordance with documented instructions of the User.
- VI. Further to the provision V. above, the Provider may process other Personal Data if required by relevant Data Protection Legislation but will duly notify and inform the User as allowed by said regulation.
- VII. The Provider submits to advise the User where its instruction for the processing of Personal Data infringes applicable Data Protection Legislation.
- VIII. This Addendum, along with the [Privacy Policy](#) and [Terms and Condition](#) of the Provider, constitutes the User’s final instructions to the Provider for the processing of User Personal Data.
- IX. The Provider submits to inform the User promptly and properly of any complaint received by the Data Subject.
- X. [Subject-Matter]** - Service constitutes the subject-matter for processing User Personal Data by the Provider.
- XI. The User submits compliance with Data Protection Legislation in its duties as data Controller and processing instructions as issued to the Provider.
- XII. The User submits that he has obtained all consents and gave effect to all rights under applicable Data Protection Legislation to so enable the Provider to process such Personal Data and provide Service as in terms of this Addendum.
- XIII. The User submits to uphold the security and data protection in terms of Service provided by the Provider.

## Obligations of the Provider

- I. The Provider submits to process the Personal Data only on behalf of the User and in compliance with its instructions. If it cannot provide such compliance for whatever reasons, it agrees to inform promptly and properly the User of its inability to comply, in which case the User is entitled to suspend the transfer of data and/or terminate the Contract.
- II. The Provider submits that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the User 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, it will promptly notify the change to the User as soon as it is aware, in which case the User is entitled to suspend the transfer of data and/or terminate the contract.

- III. The Provider further acknowledges the implementation of technical and organisational security measures.
- IV. The Provider submits to promptly and properly inform the User of any legally binding request for disclosure of the personal data by a law enforcement authority, any accidental or unauthorised access and any request received directly from the Data Subjects.
- V. The Provider submits to respond to the inquiries of the User promptly and properly.

## Obligations of the User

- I. The User submits 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 Legislation (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.
- II. The User submits that it has instructed and throughout the duration of the Personal Data processing Service will instruct the Provider to process the Personal Data transferred only on the User's behalf and in accordance with the applicable Data Protection Legislation.
- III. Furthermore, the User will ensure that security and data protection measures are appropriate as per applicable Data Protection Legislation.
- IV. The User submits to make available to the Data Subject on request a summary description of the security measures.
- V. The User submits that, in the event of sub-processing, the processing activity is carried out bearing the same level of protection for the Personal Data and the rights of Data Subject as the Provider.

## Sub-Processors

In the course of providing Services, the User acknowledges and agrees that the Provider may use Sub-Processors to Process User Personal Data.

- I. The User agrees to the appointment of Sub-Processors.
- II. The User agrees to the processing of data by the Sub-Processors, as collected in terms of Service rendered by the Provider.
- III. The Provider will make available a list of Sub-Processors.
- IV. The User may object to the appointment of a new Sub-Processor in writing, based on reasonable grounds.
- V. The Provider must enter into written agreements with each Sub-Processor stipulating data processing regulations and obligations no less protective than as stipulated in the [Privacy Policy](#) and [Terms and Condition](#) of the Provider or as stipulated in this Addendum above and below.
- VI. The prior written contract between the Provider and the Sub-Processor shall also provide for a Third-Party Beneficiary Clause.
- VII. When requested, the Provider will produce a copy of the written agreements with Sub-Processor/s to the User.

## Data Subject Rights

Inclusive of the right to access, objection, portability, rectification and erasure, the Provider acknowledges the rights of Data Subjects under Data Protection Regulation and submits to honour such request submitted by the User for the access, objection, portability, rectification and erasure, where applicable, or to otherwise allow such actions.

### Third-Party Beneficiary Clause

- I. The User, Provide and Sub-Processor acknowledges and accepts the rights and remedies provided to the Data Subject in respect of applicable Data Protection Legislation and 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.

## Security

The Provider submits to take reasonable steps to protect personal information from loss, misuse, disclosure, alteration or destruction. The Provider will ensure that its personnel who access the Personal Data are subject to confidentiality obligations that restrict their ability to disclose the User Personal Data. The Users submits that he understands the risks associated with transmitting data.

- I. **Breach Notifications**

The Provider submits to notify the Users of any data breaches in respect of the User Personal Data as discover by the Provider or Sub-Processor, without undue delay. The Provider will assist the User in the investigation, mitigation and remediation of the data breach.

- I. **Technical and Organisation Security Measures**

The Provider submits to taking data security very seriously and ensuring that data is protected from unauthorized access, alteration, disclosure, or destruction, which may include:

- Encryption of various services using SSL.
- Regularly review of data collection, storage, and processing practices, including physical and electronic security measures.
- Restriction of access to Personal Data to only those employees, agents, and business partners who need access to it in order to deliver requested products and services.
- Measures to address vulnerabilities discovered in a timely manner.
- No third-party vendor has logical access to third-party data.
- Follow of secure coding standards and procedures.
- Informing personnel about relevant security procedures and their respective roles.
- Dedicated personnel training on security measures and Data Protection Legislation.
- Employment of Data Recovery Procedures.
- Recording the use of data processing systems.
- Keeping a record of data breaches.

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## Compliance

- I. On written request, the Provider will demonstrate compliance with this Addendum to the User.

## Transfer of Data

Where a Data Subject is located in the European Economic Area (“EEA”) the processing of their data may be transferred to, and stored at, any of our Users, affiliates, partners or service providers which may be inside or outside the EEA. Such transfers will be completed in compliance with relevant **Data Protection Legislation**.

## Termination of Data

The parties agree that on the termination of the provision of Services, the Provider and the Sub-Processor shall, at the choice of the User, return all the personal data transferred and the copies thereof, or shall destroy or anonymize all the Personal Data, unless legislation imposed upon the Provider otherwise prevents it.

## Liability

In the event of any conflict or inconsistency between the provisions of the [Privacy Policy](#) and [Terms and Condition](#) of the Provider and this Addendum, the provisions of this Addendum shall prevail. For avoidance of doubt and to the extent allowed by applicable law, any and all liability under this Addendum, including limitations thereof, will be governed by the [Privacy Policy](#) and [Terms and Condition](#) of the Provider. You acknowledge and agree that the Provider may amend this Addendum from time to time by making available the relevant amended and restated Addendum on WP Live Chat Supports’ website, available at <https://wp-livechat.com/> and such amendments to the Addendum are effective as of the date of posting. Your continued use of the Services after the amended Addendum is posted to WP Live Chat Supports’ website constitutes your agreement to, and acceptance of, the amended Addendum. If you do not agree to any changes to the Addendum, do not continue to use the Service.

- I. The Data Subject will retain all rights and remedies as per applicable Data Protection Legislation.
- II. The Provider may not rely on a breach by a Sub-Processor of its obligations in order to avoid its own liabilities.

## Mediation and Jurisdiction

- I. The Provider will assist the User in the investigation, mitigation and remediation of the data breach.
- II. 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.

**Cooperation with supervisory authorities**

The User agrees to deposit a copy of this contract with the Supervisory Authority if it so requests. The parties agree that the Supervisory Authority has the right to conduct an audit of the Provider, 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 Provider under the applicable Data Protection Legislation.

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The Addendum shall be governed by the law of the Member State in which the Provider is established, namely South Africa.

**On behalf of the User:**

Name (written out in full):

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Position:

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Address:

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**Signature**

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**On behalf of the Provider:**

Name (written out in full):

**Nicholas William Duncan**

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Position: **Managing Director of Code Cabin Pty Ltd**

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Address:

**40 Brown Street. Witfield. Boksburg. Gauteng. South Africa. 1459**

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Signature

A handwritten signature in black ink, appearing to be 'AD' followed by a long horizontal flourish.