

PROCESSING OF PERSONAL DATA BY FICTION EXPRESS AS DATA PROCESSOR (Data Processing Addendum - “DPA”)

As part of the Service, Fiction Express may access certain personal data under the responsibility of (i) the School when (a) applying for a Demo account (b) entering into a Service Agreement (ii) Independent Student (iii) Distributor Partner, which shall act as "Data Controller". The applicable Data Controller of the aforementioned shall appoint Fiction Express as the Processor of such personal data as indicated below, to process such personal data on behalf of the Data Controller, for the purpose of providing the Service.

1. Definitions

For the purpose of this Addendum, the following terms shall take the meaning set out herein:

- **Agreement:** agreement between Fiction Express and the school for the provision of the Fiction Express services, as set out at www.fictionexpress.com.
- **Personal Data:** all information about an identified or identifiable individual; an identifiable natural person shall mean any person whose identity can be determined, directly or indirectly, in particular by means of an identifier, such as a name, an identification number, location data, an online identifier or one or more identity elements Physical, physiological, genetic, psychological, economic, cultural or social.
- **Data Processor:** the natural or legal person, public authority or other organization processing Personal Data on behalf of the Data Controller.
- **Data Subject:** is the individual that is identified or identifiable.
- **Data Controller:** the natural or legal person, public authority, or other organization that, alone or jointly with others, defines the purposes and means of the processing.
- **Processing:** any operation or set of operations carried out on Personal Data or Personal Data sets, whether by automated processes or not, such as collection, registration, organization, structuring, preservation, adaptation or modification, extraction, consultation, use, communication by transmission, dissemination or any other form of access, collation or interconnection, limitation, suppression or destruction.
- **Security breach of the Personal Data:** any breach of security that results in the destruction, loss or accidental or unlawful alteration of Personal Data transmitted, preserved or otherwise processed, or unauthorized communication or access to such data.

2. Object and Term

This Addendum regulates the processing of personal data by Fiction Express, as Data Processor, under the provision of the Services as Data Controller. The duration of such processing shall be for the period during which the Parties perform their applicable obligations under the Agreement. The data subjects and data categories are as described in Appendix 1 below.

3. Data Protection Laws Compliance

Both Fiction Express and the Data Controller shall comply with all applicable laws relating to privacy and data protection, including (without limitation) the EU General Data Protection Regulation (2016/679), the EU Privacy and Electronic Communications Directive (2002/58/EC) as implemented in each jurisdiction, and any amending or replacement legislation from time to time (collectively and individually, “**Data Protection Laws**”).

4. Rights and responsibilities of the Data Controller

As established in the GDPR, the Customer as Data Controller shall:

- a. Implement appropriate technical and organizational measures to ensure and be able to demonstrate that the processing is carried out in accordance with applicable legislation.
- b. Adopt data protection policies.
- c. Ensure that the Data Protection Officer or, in his / her absence, the Privacy Officer is involved in an adequate and timely manner in all matters relating to the protection of Personal Data.
- d. Adhere to a code of conduct that can be approved by the Commission or other competent authority.
- e. Keep a record of processing activities in the case of processing Personal Data that may pose a risk to the rights and freedoms of the data subject and / or in a non-occasional manner, or which involves the processing of special categories of data and / or data relating to convictions and infractions.
- f. Make available to the interested parties the essential aspects of this agreement, at the request of the Data Processor.
- g. Respond to the legal rights established by applicable law on the protection of Personal Data and comply with the stipulations indicated in clause 5 even if these were originally addressed to the Data Processor.

5. Rights and responsibilities of the Data Processor

As established in the GDPR, Fiction Express as Data Processor shall:

- a. Process Personal Data only on the basis of documented instructions from the Data Controller, including transfers of Personal Data to a third country or international organization, unless otherwise required to do so under Union law or applicable Member State law; in such case, the Data Processor will inform the Data Controller of that legal requirement prior to the processing, unless otherwise prohibited by such law or in the public interest.
- b. Ensure that the persons authorised to process Personal Data have undertaken to respect confidentiality or are subject to an obligation of confidentiality of a statutory nature.
- c. Take all appropriate technical and organisational measures to ensure a level of safety appropriate to the risk of processing.
- d. Respect the conditions for having recourse to another Data Processor, as established in the current legislation on protection of Personal Data.
- e. Assist the Data Controller, taking into account the nature of the processing, through appropriate technical and organisational measures, whenever possible, so that it can

comply with its obligation to respond to requests for the exercise of the rights of the data subjects.

- f. Assist the Data Controller in ensuring that they comply with their obligations, taking into account the nature of the processing and the information that is available to the Data Processor.
- g. At the choice of the Data Controller, either destroy or return all Personal Data once the processing services have been completed and destroy any existing copies unless the retention of Personal Data is required under Union or applicable Member State law.
- h. Make available to the Data Controller all information necessary to demonstrate compliance with the obligations established in herein, as well as to allow and contribute to the performance of audits, including inspections, by the controller or other authorised auditors for the Data Controller.
- i. Process the Personal Data placed at the disposal of the Data Processor in a way that ensures that the personnel in charge follow the instructions of the Data Controller.
- j. Ensure that the Data Protection Officer or, in his / her absence, the Privacy Officer is involved in an adequate and timely manner in all matters relating to the protection of Personal Data.
- k. Adhere to a Code of Conduct that is approved by the Commission or other competent authority.
- l. keep a record of processing activities in the case of processing Personal Data that may pose a risk to the rights and freedoms of the data subject and / or in a non-occasional manner, or which involves the processing of special categories of data and / or data relating to convictions and infractions.
- m. Respond to the legal rights established by the GDPR and comply with the stipulations indicated in clause 6 even if these were originally addressed to the Data Controller.

6. Data subjects' exercise of their rights

If the Data Subject addresses a request or exercises any of the rights established in the Data Protection Laws, the Controller and / or the Processor must provide the information requested and perform any required actions, without delay and, at the latest, within one month from receiving the request, which may be extended for a further two months if necessary, taking into account the complexity of the application and the number of applications.

Similarly, but in the event that the Data Controller and / or the Processor do/es not proceed with the request of the Data Subject, he/she shall inform the latter without delay, and no later than one month after receipt of the request, shall provide the Data Subject with the reasons why he/she/they has/ve not acted and inform the Data Subject of his right to file a complaint before a competent authority and to file a judicial appeal. The response to the Data Subject's request shall be made in the same format as that used by the person concerned, unless he/she requests that it be done otherwise.

7. Consent of data subject

When providing Fiction Express with Personal Data, to the extent permitted by law, the Data Controller shall obtain the consents necessary for Fiction Express to use the Personal Data indicated for the above purposes.

In particular, the Data Controller of the Teachers' and Students' Data ("Data Subjects"), represents and warrants to Fiction Express that it has the express consent (if required) of the Data Subjects (and, for children under 16, their parents and guardians), to the provision of the Service and data processing, and may engage Fiction Express to provide the Service.

8. Subcontracting

As Data Processor, Fiction Express may provide access to a subcontractor processor to Personal Data if we reasonably consider such access and processing necessary to the performance of the Services. In the event of such access and before the access takes place, Fiction Express shall ensure that an agreement with the third party is in place which is sufficient to require it to treat personal data in accordance with the applicable provisions of this Agreement and applicable. Approved subcontractors are set out below in Appendix 1.

9. International transfer of data

International transfers of Personal Data may only be performed if the requirements of the Data Protection Laws, are met. If a party carries out an international transfer of data without the other party's consent, the latter shall be exempted from any liability that may arise as a result of or in connection with such transfer. Fiction Express may transfer Personal Data outside the EEA to its sub-processors indicated in Appendix 1, who have entered into contract with Fiction Express with appropriate contractual safeguards.

10. Security breach of the Personal Data

Insofar as there exists an instruction from a competent supervisory authority, a development of a national legislation or a delegated act, in the event of a security breach of the Personal Data, the Data Controller and/or Data Processor shall notify the competent supervisory authority of such breach without undue delay, and if possible, no later than 72 hours after it happened. If the breach is within Fiction Express's systems, it must promptly notify Customer, at most within 48 hours.

11. Termination, resolution and expiration

In the event of termination, resolution or expiration of the contractual relationship for the provision of services hereunder between the Data Controller and the Data Processor, the latter shall not keep the Personal Data unless otherwise legally required to do so. Otherwise, upon termination, resolution or expiration, or when no longer legally required to keep the data, the Data Processor shall destroy or return to the Data Controller all Personal Data and any copies of it, as well as any support or other document containing any Personal Data.

Appendix 1 - Details of the processing of personal data

In accordance with the provisions set out in herein and in the GDPR, the Data Processor shall process the type and category of Personal Data provided by the Data Controller set out hereunder:

- **Teachers:** Name, Surname, E-mail address, School, Username, Password, online activity (IP address, connection details)
- **Students:** Full name (used to create a friendly username and, using an algorithm, a personal password stored under his/her teacher account. Fiction Express will never have access to this password). Online activity (IP address, connection details)

Further data may be added to the list, subject to notification and approval by the Data Controller.

Processing activities: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, combination, restriction, erasure or destruction, encryption, pseudonymisation, aggregation.

Approved subcontractors (Subcontractor/Service):

- **Amazon Web Services:** Hosting service. You can consult the Processor Agreement at: https://d1.awsstatic.com/legal/aws-gdpr/AWS_GDPR_DPA.pdf

International Transfers (Recipient / Service):

- **Rocket Science Group:** Mailchimp (United States). You can consult the Standard Contractual Clauses at: <https://mailchimp.com/legal/data-processing-addendum/>
- **Sentry:** Bug tracking service. You can consult the Standard Contractual Clauses at: <https://sentry.io/legal/dpa/1.0.0/#data-transfers>
- **Zoho Corporation** (United States). Standard Contractual Clauses can be found at: https://www.zoho.com/privacy/dpa/DPA_zoho_eu.pdf