



Data Processing Addendum

This Data Processing Addendum (“DPA”) forms a part of the Customer Terms of Service found at <http://lunchroulette.co/terms>, unless Customer has entered into a superseding written master subscription agreement with Lunch Roulette, in which case, it forms a part of such written agreement (in either case, the “Agreement”).

By signing the DPA, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Controller Affiliates (defined below). For the purposes of this DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and Controller Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services under the Agreement, Lunch Roulette may Process certain Personal Data (such terms defined below) on behalf of Customer and where Lunch Roulette Processes such Personal Data on behalf of Customer the Parties agree to comply with the terms and conditions in this DPA in connection with such Personal Data.

HOW TO EXECUTE THIS DPA

1. This DPA has been pre-signed on behalf of Lunch Roulette.
2. To complete this DPA, Customer must complete the information and sign in the signature box at the end of the document.
3. Send the completed and signed DPA to Lunch Roulette by email, indicating Customer’s Team or Workplace URL(s) (as set out on the applicable Order Form), to support@lunchroulette.co.

Upon receipt of the validly completed DPA by Lunch Roulette at this email address, this DPA will become legally binding. If the Customer entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, the Lunch Roulette entity that is party to the Agreement is party to this DPA.

HOW THIS DPA APPLIES TO CUSTOMER AND ITS AFFILIATES

If the Customer entity signing this DPA has executed an Order Form with Lunch Roulette or its Affiliate pursuant to the Agreement, but is not itself a party to the Agreement, this DPA is an addendum to that Order Form and applicable renewal Order Forms, and the Lunch Roulette entity that is party to such Order Form is party to this DPA.

If the Customer entity signing this DPA is neither a party to an Order Form nor the Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Agreement executes this DPA.

1. DEFINITIONS

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity or related in a certain capacity to the subject entity that may prove control.

“Controller” means the entity which determines the purposes and means of the Processing of Personal Data.

“Controller Affiliate” means any of Customer's Affiliate(s) (a) (i) that are subject to applicable Data Protection Laws of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (ii) permitted to use the Services pursuant to the Agreement between Customer and Lunch Roulette, but have not signed their own Order Form and are not a “Customer” as defined under the Agreement, (b) if and to the extent Lunch Roulette processes Personal Data for which such Affiliate(s) qualify as the Controller.

“Data Protection Laws” means all laws and regulations, including laws and binding regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

“Data Subject” means the identified or identifiable person to whom Personal Data relates.

“GDPR” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). “Personal Data” means any Customer Data that relates to an identified or identifiable natural person, to the extent that such information is protected as personal data under applicable Data Protection Laws. “Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Processor” means the entity which Processes Personal Data on behalf of the Controller.

“Lunch Roulette” means the Lunch Roulette entity which is a party to this DPA, as specified in the section “HOW THIS DPA APPLIES” above, being Veli Ömür Turan, a sole proprietorship incorporated in Germany constituted under the laws of Germany, as applicable.

“Standard Contractual Clauses” means the agreement executed by and between Customer and Lunch Roulette Ltd and attached hereto as Exhibit C pursuant to the European Commission’s decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

“Sub-processor” means any entity engaged by Lunch Roulette Process Personal Data in connection with the Services.

“Supervisory Authority” means an independent public authority which is established by an EU Member State pursuant to the GDPR.

2. PROCESSING OF PERSONAL DATA

2.1 Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, Lunch Roulette is the Processor and that Lunch Roulette will engage Sub-processors pursuant to the requirements set forth in Section 4 “Sub-processors” below.

2.2 Customer’s Processing of Personal Data. Customer shall, in its use of the Services and provision of instructions, Process Personal Data in accordance with the requirements of applicable Data Protection Law. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

2.3 Lunch Roulette’s Processing of Personal Data. As Customer’s Processor, Lunch Roulette shall only Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement, Lunch Roulette’s Terms of Service and Privacy Policy and applicable Order Form(s); (ii) Processing initiated by Authorized Users in their use of the Services; and (iii) Processing to comply with other reasonable instructions provided by Customer (e.g., via email or support tickets) that are consistent with the terms of the Agreement (individually and collectively, the “Purpose”). Lunch Roulette acts on behalf of and on the instructions of Customer in carrying out the Purpose.

2.4 Details of the Processing. The subject-matter of Processing of Personal Data by Lunch Roulette is as described in the Purpose in Section 2.3. The duration of the Processing, the nature and purpose of the Processing.

3. RIGHTS OF DATA SUBJECTS

Data Subject Requests. Lunch Roulette shall, to the extent legally permitted, promptly notify Customer if Lunch Roulette receives any requests from a Data Subject to exercise the following Data Subject rights in relation to Personal Data: access, rectification, restriction of Processing, erasure (“right to be forgotten”), data portability, objection to the Processing, or to not be subject to an automated individual decision making (each, a “Data Subject Request”). Taking into account the nature of the Processing, Lunch Roulette shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Customer’s obligation to respond to a Data Subject Request under applicable Data Protection Laws. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Lunch Roulette shall, upon Customer’s request, provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Lunch Roulette is legally permitted to do so and the response to such Data Subject Request is required under applicable Data Protection Laws. To

the extent legally permitted, Customer shall be responsible for any costs arising from Lunch Roulette's provision of such assistance, including any fees associated with the provision of additional functionality.

4. SUB-PROCESSORS

4.1 Appointment of Sub-processors. Customer acknowledges and agrees that (a) Lunch Roulette's Affiliates may be retained as Sub-processors through a written agreement with Lunch Roulette and (b) Lunch Roulette and Lunch Roulette's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. As a condition to permitting a third-party Subprocessor to Process Personal Data, Lunch Roulette or a Lunch Roulette Affiliate will enter into a written agreement with each Sub-processor containing data protection obligations that provide at least the same level of protection for Personal Data as those in this DPA, to the extent applicable to the nature of the Services provided by such Sub-processor. Customer acknowledges that Lunch Roulette is located in Germany and is involved in providing the Services to Customer directly.

4.2 List of Current Sub-processors and Notification of New Subprocessors. A current list of Sub-processors for the Services, including the identities of those Sub-processors is accessible via <https://lunchroulette.co/terms>. Customer may receive notifications of new Sub-processors by subscribing to such a service and if a Customer contact subscribes, Lunch Roulette shall provide the subscriber with notification of new Sub-processor(s) along with information about the provision of the applicable Services.

4.3 Objection Right for New Sub-processors. Customer may reasonably object to Lunch Roulette's use of a new Sub-processor (e.g., if making Personal Data available to the Sub-processor may violate applicable Data Protection Law or weaken the protections for such Personal Data) by notifying Lunch Roulette promptly in writing within ten (10) days after receipt of Lunch Roulette's notice in accordance with the mechanism set out in Section 4.2. Such notice shall explain the reasonable grounds for the objection. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, Lunch Roulette will use commercially reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer. If Lunch Roulette is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, either party may terminate without penalty the applicable Order Form(s) with respect only to those Services which cannot be provided by Lunch Roulette without the use of the objected-to new Sub-processor by providing written notice to Lunch Roulette. Lunch Roulette will refund Customer any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.

4.4 Liability. Lunch Roulette shall not be prima facie liable for the acts and omissions of its Sub-processors.

5. SECURITY

Controls for the Protection of Personal Data. Lunch Roulette shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data, as set forth in the Security Practices Datasheet. Lunch Roulette regularly monitors compliance with these measures. Lunch Roulette will not materially decrease the overall security of the Services during a subscription Term.

6. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION

Security incident management. Lunch Roulette maintains security incident management policies and procedures. Lunch Roulette shall notify Customer without undue delay of any breach relating to Personal Data (within the meaning of applicable Data Protection Law) of which Lunch Roulette becomes aware and which may require a notification to be made to a Supervisory Authority or Data Subject under applicable Data Protection Law or which Lunch Roulette is required to notify to Customer under applicable Data Protection Law (a “Personal Data Incident”). Lunch Roulette shall provide commercially reasonable cooperation and assistance in identifying the cause of such Personal Data Incident and take commercially reasonable steps to remediate the cause to the extent the remediation is within Lunch Roulette’s control. The obligations herein shall not apply to incidents that are caused by Customer, Authorized Users and/or any Non Lunch Roulette Products.

7. RETURN AND DELETION OF PERSONAL DATA

Upon termination of the Services for which Lunch Roulette is Processing Personal Data, Lunch Roulette shall, upon Customer’s request, and subject to the limitations described in the Agreement, return all Personal Data in Lunch Roulette’s possession to Customer or securely destroy such Personal Data and demonstrate to the satisfaction of Customer that it has taken such measures unless applicable law prevents it from returning or destroying all or part of Personal Data. For clarification, depending on the Service plan purchased by Customer, access to export functionality may incur additional charge(s) and/or require purchase of a Service upgrade.

8. CONTROLLER AFFILIATES

8.1 Contractual Relationship. The parties acknowledge and agree that, by executing the DPA in accordance with “HOW TO EXECUTE THIS DPA”, Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Controller Affiliates, thereby establishing a separate DPA between Lunch Roulette and each such Controller Affiliate subject to the provisions of the Agreement and this Section 8 and Section 9. Each Controller Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, a Controller Affiliate is not and does not become a party to the Agreement, and is only a party to the DPA. All access to and use of the Services by Controller Affiliates must comply with the terms and conditions of the Agreement and any

violation of the terms and conditions of the Agreement by a Controller Affiliate shall be deemed a violation by Customer.

8.2 Communication. The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Lunch Roulette under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Controller Affiliates.

8.3 Rights of Controller Affiliates. If a Controller Affiliate becomes a party to the DPA with Lunch Roulette, it shall, to the extent required under applicable Data Protection Laws, also be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

8.3.1 Except where applicable Data Protection Laws require the Controller Affiliate to exercise a right or seek any remedy under this DPA against Lunch Roulette directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Controller Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Controller Affiliate individually but in a combined manner for all of its Controller Affiliates together.

8.3.2 Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Controller Affiliates and Lunch Roulette, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

9. LIMITATION OF LIABILITY

For the avoidance of doubt, Lunch Roulette's and its Affiliates' total liability for all claims from the Customer and all of its Controller Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement, including by Customer and all Controller Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Controller Affiliate that is a contractual party to any such DPA.

10. EUROPEAN SPECIFIC PROVISIONS

10.1 GDPR. With effect from 25 May 2018, Lunch Roulette will Process Personal Data in accordance with the GDPR requirements directly applicable to Lunch Roulette's provisioning of the Services.

10.2 Data Protection Impact Assessment. Upon Customer's request, Lunch Roulette shall provide Customer with reasonable cooperation and assistance needed to fulfill Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent, such information is available to Lunch Roulette.

11. LEGAL EFFECT

This DPA shall only become legally binding between Customer and Lunch Roulette when the formalities steps set out in the Section "HOW TO EXECUTE THIS DPA" above have been fully completed. If Customer has previously executed a data processing addendum with Lunch Roulette, this DPA supersedes and replaces such prior Data Processing Addendum.

12. GOVERNING LAW

This DPA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Germany.

The parties' authorized signatories have duly executed this DPA:

On behalf of Customer:

Customer Full Legal Name: _____

Signatory Name: _____

Position: _____

Address: _____

Signature: _____

On behalf of Lunch Roulette:

Name: Veli Ömür Turan

Position: Company Owner

Address: Delbrückstraße 42, 12051 Berlin, Germany

Signature: _____