

GLOBAL DATA PROCESSING ADDENDUM

This Data Processing Addendum ("DPA") forms part of and is incorporated into the Agreement between **Pacvue Corporation**, together with its Affiliates ("**Pacvue**"), and the Customer identified in the Agreement ("**Customer**").

This DPA applies where Pacvue Processes Customer Personal Data in connection with the provision of the Services.

1. PURPOSE, SCOPE AND APPLICATION

- a. The purpose of this DPA is to establish the terms and conditions governing the Processing of Customer Personal Data by Pacvue on behalf of Customer and to allocate responsibilities between the parties in respect of such Processing.
- b. The parties acknowledge that Customer may provide, disclose, upload, transmit, make available or otherwise permit access to Customer Personal Data through the Services and that Pacvue may Process such Customer Personal Data solely for the purpose of providing the Services and fulfilling its obligations under the Agreement.
- c. Pacvue provides Services globally and recognises that privacy and data protection laws vary between jurisdictions. Accordingly, this DPA is supplemented by the following jurisdiction-specific schedules, each of which forms an integral part of this DPA.

Schedule 1 – [United Kingdom, European Economic Area and Switzerland Processing Terms](#)

Schedule 2 – [United States Processing Terms](#)

Schedule 3 – [Canada Processing Terms](#)

Schedule 4 – [Australia and New Zealand Processing Terms](#)

- d. Each Schedule contains additional obligations designed to address laws that may apply to Customer Personal Data.
- e. Where more than one Schedule applies simultaneously, the parties shall interpret those Schedules so as to achieve compliance with all applicable laws. In the event of a conflict between this DPA and an applicable Schedule, the applicable Schedule shall prevail to the extent necessary to comply with the relevant legal requirements.
- f. This DPA applies solely to Customer Personal Data Processed by Pacvue on behalf of Customer, when Pacvue acts as a Data Processor or Service Provider.
- g. The Customer determines the purposes and means of Processing Customer Personal Data and acts as a Controller, Business or equivalent entity under Applicable Data Protection Laws;
- h. Pacvue acts as a Processor, Service Provider, Contractor or equivalent entity when Processing Customer Personal Data on behalf of Customer;
- i. Customer retains responsibility for determining the lawfulness of Processing activities undertaken through the Services; and
- j. this DPA governs only those Processing activities undertaken by Pacvue on behalf of Customer.

2. DEFINITIONS

For purposes of this DPA:

- a. **"Affiliate"** Means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.
- b. **"Agreement"** Means the agreement governing Customer's use of the Services.
- c. **"Applicable Data Protection Laws"** Means all laws applicable to the Processing of Customer Personal Data, including any laws relating to privacy, data protection, confidentiality, cybersecurity, consumer privacy rights, cross-border transfers and security incident notification.
- d. **"Customer Personal Data"** Means any Personal Data or Personal Information Processed by Pacvue on behalf of Customer through the Services.
- e. **"Data Subject"** Means an identified or identifiable natural person.
- f. **"Personal Data"** Means information relating to an identified or identifiable natural person and includes equivalent terminology such as "Personal Information" where applicable.
- g. **"Process" or "Processing"** Includes any operation performed upon Customer Personal Data including collection, recording, organisation, structuring, storage, adaptation, retrieval, consultation, use, disclosure, transmission, dissemination, restriction, erasure or destruction.
- h. **"Security Incident"** Means a confirmed breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or unauthorised access to, Customer Personal Data.
- i. **"Services"** Means Pacvue's products, platforms and services, including the Prism platform and associated services provided under the Agreement.
- j. **"Subprocessor"** Means any third party authorised by Pacvue to Process Customer Personal Data on behalf of Customer.

3. DETAILS OF PROCESSING

- a. Pacvue may Process Customer Personal Data on behalf of Customer in connection with the provision of the Services.
- b. The nature, purpose and scope of the Processing will depend on Customer's use of the Services and may include the collection, storage, organisation, analysis, transmission, retrieval, disclosure and deletion of Customer Personal Data necessary to provide, maintain, support and secure the Services.
- c. Customer Personal Data may relate to employees, contractors, customers, suppliers, business contacts, website users and other individuals whose Personal Data Customer elects to Process through the Services.
- d. The categories of Personal Data Processed are determined by Customer and may include contact details, account information, identifiers, business information, usage information, communications and other Personal Data submitted to the Services.
- e. Customer remains responsible for determining the categories of Personal Data Processed through the Services and for ensuring that such Processing complies with Applicable Data Protection Laws.

4. PROCESSING OF CUSTOMER PERSONAL DATA

- a. Pacvue shall Process Customer Personal Data only on documented instructions from Customer, as necessary to provide the Services or as required by applicable law.

- b. Pacvue shall Process Customer Personal Data solely for the purposes described in the Agreement and shall not Process Customer Personal Data for its own marketing purposes or for purposes unrelated to the Services.
- c. Pacvue shall not disclose Customer Personal Data to third parties except as authorised by Customer, required by law or permitted under this DPA.

5. CUSTOMER RESPONSIBILITIES

- a. Customer shall be solely responsible for ensuring that its collection, use, disclosure and other Processing of Customer Personal Data complies with Applicable Data Protection Laws. Customer acknowledges that it is responsible for determining the purposes and means of Processing Customer Personal Data and for ensuring that such Processing is lawful before Customer Personal Data is submitted to the Services.
- b. Customer shall be responsible for providing all privacy notices, transparency information and disclosures required under Applicable Data Protection Laws. Customer further acknowledges that, except as expressly required by law, Pacvue has no direct relationship with the individuals whose Personal Data is Processed on behalf of Customer and therefore Customer remains responsible for ensuring that those individuals receive adequate information regarding the Processing of their Personal Data.
- c. Customer shall be responsible for identifying, documenting and maintaining any lawful basis, consent mechanism, authorisation or other legal justification required under Applicable Data Protection Laws for the Processing of Customer Personal Data.

6. CONFIDENTIALITY

- a. Pacvue shall ensure that all personnel authorised to Process Customer Personal Data are subject to appropriate confidentiality obligations, whether arising under contract, employment terms, professional obligations or applicable law.
- b. Pacvue shall implement measures designed to ensure that access to Customer Personal Data is restricted to those individuals who require access in order to provide, maintain, support or secure the Services, or otherwise fulfil Pacvue's obligations under the Agreement.
- c. The confidentiality obligations set out in this Clause shall continue following termination of employment, engagement, the Agreement or this DPA and shall remain in force for so long as Customer Personal Data remains subject to Pacvue's control.

7. SECURITY MEASURES AND INCIDENTS

- a. Pacvue shall maintain appropriate technical and organisational measures designed to ensure a level of security appropriate to the risks presented by the Processing of Customer Personal Data. Such measures may include governance controls, risk management procedures, access controls, authentication mechanisms, encryption technologies, monitoring capabilities, network protections, vulnerability management processes, business continuity measures and incident response procedures.
- b. Pacvue may revise and update its security measures from time to time provided that such changes do not materially reduce the overall level of protection provided to Customer Personal Data.
- c. Pacvue shall take reasonable steps to ensure that personnel authorised to Process Customer Personal Data understand their responsibilities with respect to information security and privacy and comply with applicable policies, procedures and standards.

- d. Pacvue shall maintain documented procedures designed to identify, investigate, assess, contain, mitigate and remediate Security Incidents affecting Customer Personal Data.
- e. In the event that Pacvue becomes aware of a confirmed Security Incident affecting Customer Personal Data, Pacvue shall notify Customer without undue delay after becoming aware of the Security Incident.
- f. Pacvue shall cooperate reasonably with Customer in connection with the investigation, containment and remediation of the Security Incident and in fulfilling any notification, reporting or other legal obligations arising under Applicable Data Protection Laws.
- g. Notification of a Security Incident by Pacvue shall not constitute an admission of fault, wrongdoing or liability and shall not prejudice any legal rights or remedies available to either party.

8. SUBPROCESSORS

Pacvue may engage Subprocessors in connection with the provision of the Services. Pacvue shall ensure that Subprocessors are subject to written obligations providing an appropriate level of protection for Customer Personal Data and shall remain responsible for their activities to the extent required by Applicable Data Protection Laws.

9. INDIVIDUAL RIGHTS REQUESTS

- a. Pacvue shall provide reasonable assistance to Customer in responding to requests from individuals exercising rights under Applicable Data Protection Laws (elaborated in the Schedules)
- b. Where Pacvue receives such a request directly, Pacvue may direct the individual to Customer unless otherwise required by law.

10. PRIVACY IMPACT ASSESSMENTS AND REGULATORY ASSISTANCE

Taking into account the nature of the Processing and information available to Pacvue, Pacvue shall provide reasonable assistance to Customer in connection with privacy and data protection impact assessments, transfer risk assessments, regulatory consultations; and compliance enquiries.

11. RETURN, RETENTION AND DELETION OF DATA

- a. Upon termination or expiry of the Services and upon Customer's written request, Pacvue shall return Customer Personal Data, delete Customer Personal Data or undertake both actions, subject to the provisions of this Clause.
- b. Customer acknowledges that certain functionality within the Services may enable Customer to retrieve or export Customer Personal Data directly
- c. Notwithstanding the foregoing, Pacvue may retain Customer Personal Data where retention is required:
 - i. to comply with applicable legal obligations;
 - ii. to comply with regulatory requirements;
 - iii. to establish, exercise or defend legal claims;
 - iv. to maintain appropriate business records;
 - v. to support backup, disaster recovery and business continuity processes; or
 - vi. for other purposes permitted under Applicable Data Protection Laws.

- d. Upon Customer's reasonable request, Pacvue shall provide written confirmation that Customer Personal Data has been deleted or returned in accordance with this Clause, except to the extent Pacvue is required or permitted to retain such information.

12. AGGREGATED, DE-IDENTIFIED AND ANONYMISED INFORMATION

- a. Nothing in this DPA shall prevent Pacvue from creating aggregated, anonymised or de-identified information derived from Customer Personal Data, provided that such information does not identify an individual and cannot reasonably be used to identify an individual, Customer or Customer's end users.
- b. Pacvue shall not knowingly attempt to re-identify information that has been anonymised or de-identified pursuant to this Clause except where necessary to verify the effectiveness of anonymisation or required by law.

13. INTERNATIONAL PROCESSING

- a. Customer acknowledges that Pacvue provides Services on a global basis and that Customer Personal Data may be Processed in countries other than the country in which Customer or the relevant data subjects are located.
- b. Where international transfers of Customer Personal Data are subject to restrictions under Applicable Data Protection Laws, the parties agree that the transfer provisions contained within the applicable jurisdiction-specific Schedule shall govern such transfers.

14. LIABILITY

The parties acknowledge that each party remains responsible for compliance with the obligations imposed upon it by Applicable Data Protection Laws and that liability shall be allocated accordingly.

15. TERM AND SURVIVAL

This DPA shall remain in effect for so long as Pacvue Processes Customer Personal Data on behalf of Customer. Provisions relating to confidentiality, security, audits, regulatory cooperation, deletion, liability and any other provisions intended to survive termination shall remain in effect following termination of the Agreement.

SCHEDULE 1 – UNITED KINGDOM, EUROPEAN ECONOMIC AREA AND SWITZERLAND PROCESSING TERMS

I. General Terms

1. This Schedule applies where Customer Personal Data is subject to:
 - a. the European Union General Data Protection Regulation (Regulation (EU) 2016/679) ("EU GDPR");
 - b. the United Kingdom General Data Protection Regulation ("UK GDPR");
 - c. the Data Protection Act 2018;
 - d. the Swiss Federal Act on Data Protection ("Swiss FADP"); or
 - e. any legislation replacing, implementing or supplementing the foregoing.
2. This Schedule forms part of the DPA and supplements the obligations contained within the Global Data Processing Addendum.
3. Where Customer Personal Data is subject to more than one of the laws identified above, this Schedule shall be interpreted so as to achieve compliance with all applicable requirements.
4. To the extent there is any inconsistency between this Schedule and the remainder of the DPA, this Schedule shall prevail solely in relation to Customer Personal Data that is subject to the laws identified above.
5. The parties acknowledge and agree that, in relation to Customer Personal Data subject to this Schedule, Customer acts as Controller and Pacvue acts as Processor unless otherwise agreed in writing.
6. Pacvue shall comply with the obligations imposed upon processors under the applicable provisions of the UK GDPR, EU GDPR and Swiss FADP and shall Process Customer Personal Data only on documented instructions from Customer as further described in the DPA.
7. The parties acknowledge that Clauses 3 through 13 of the DPA are intended to satisfy the requirements of Article 28(3) GDPR and equivalent provisions under applicable law.
8. Without limiting the foregoing, Pacvue shall:
 - a. Process Customer Personal Data only on documented instructions from Customer;
 - b. ensure that persons authorised to Process Customer Personal Data are subject to confidentiality obligations;
 - c. implement appropriate technical and organisational measures to protect Customer Personal Data;
 - d. comply with the requirements relating to the appointment of subprocessors;
 - e. assist Customer in responding to requests from data subjects;
 - f. assist Customer in meeting its obligations relating to security, breach notification, impact assessments and regulatory consultations;
 - g. return or delete Customer Personal Data upon termination of the Services; and
 - h. make information available to demonstrate compliance with its obligations.

II. Data Subject Rights

1. Taking into account the nature of the Processing, Pacvue shall provide reasonable assistance to Customer in enabling Customer to respond to requests made by data subjects exercising their rights under applicable European data protection laws.
2. Such rights may include:
 - a. the right of access;
 - b. the right to rectification;
 - c. the right to erasure;
 - d. the right to restriction of Processing;
 - e. the right to data portability;
 - f. the right to object;
 - g. rights relating to automated decision-making and profiling; and
 - h. the right to withdraw consent where consent is relied upon.
3. Pacvue shall not independently respond to a request from a data subject relating to Customer Personal Data without Customer's prior authorisation unless required by law.

III. Personal Data Breaches

1. For the purposes of this Schedule, a "Personal Data Breach" shall have the meaning given under the UK GDPR and EU GDPR.
2. Pacvue shall notify Customer without undue delay after becoming aware of a confirmed Personal Data Breach affecting Customer Personal Data.
3. Pacvue shall cooperate reasonably with Customer in relation to investigating, mitigating and remediating any Personal Data Breach and shall provide updates where additional relevant information becomes available.
4. The parties acknowledge that Customer retains responsibility for determining whether notification to a supervisory authority or affected individuals is required under applicable law.

IV. Data Protection Impact Assessments and Consultation

1. To the extent required by Articles 35 and 36 GDPR or equivalent provisions under UK or Swiss law, Pacvue shall provide reasonable assistance to Customer in connection with:
 - a. Data Protection Impact Assessments;
 - b. Transfer Impact Assessments;
 - c. consultations with supervisory authorities; and
 - d. assessments relating to high-risk Processing activities.
2. Pacvue's obligation under this Clause shall be limited to information available to Pacvue and reasonably necessary for Customer to satisfy its legal obligations.

V. International Transfers

1. The parties acknowledge that Customer Personal Data may be transferred to countries outside the United Kingdom, European Economic Area or Switzerland in connection with the provision of the Services.
2. Where such transfers occur, Pacvue shall ensure that an appropriate transfer mechanism is implemented in accordance with Applicable Data Protection Laws.
3. The transfer mechanism used shall be determined in accordance with the hierarchy set out below.
4. Where Customer Personal Data is transferred to a country, territory or sector that benefits from an adequacy decision recognised by the European Commission, the United Kingdom or Switzerland (as applicable), the transfer may take place on the basis of that adequacy decision.

VI. European Commission Standard Contractual Clauses

Where an adequacy decision does not apply and Customer Personal Data is subject to the EU GDPR, the Standard Contractual Clauses approved by the European Commission pursuant to Implementing Decision (EU) 2021/914 ("EU SCCs") shall be incorporated into and form part of this DPA.

Where required, the parties shall cooperate in good faith to execute any additional documentation necessary to give effect to the EU SCCs.

VII. United Kingdom Transfers

Where Customer Personal Data is subject to the UK GDPR and transferred outside the United Kingdom, the parties agree that either the UK International Data Transfer Agreement ("IDTA"); or the UK International Data Transfer Addendum to the EU SCCs ("UK Addendum") shall apply, as determined by Pacvue.

Where the UK Addendum is used, the EU SCCs shall form the basis of the transfer arrangement and shall be deemed modified in accordance with the terms of the UK Addendum.

The information contained within this DPA and this Schedule shall be deemed to populate the tables, annexes and mandatory information required by the UK Addendum or IDTA.

VIII. Swiss Transfers

Where Customer Personal Data is subject to the Swiss FADP, the parties agree that:

1. the EU SCCs shall apply as the relevant transfer mechanism;
2. references to Member States shall be interpreted as references to Switzerland where appropriate;
3. references to GDPR supervisory authorities shall be interpreted as references to the Swiss Federal Data Protection and Information Commissioner where applicable; and
4. references to GDPR shall be interpreted to include the Swiss FADP where required.

IX. Sub-Processors

1. Pacvue's use of Subprocessors shall be governed by Clause 8 of the DPA.
2. To the extent required by Article 28 GDPR or UK GDPR, Customer grants Pacvue general written authorisation to appoint Subprocessors.
3. Pacvue shall ensure that any Subprocessor engaged in connection with Customer Personal Data is subject to written obligations that provide a level of protection for Customer Personal Data substantially equivalent to that required under this DPA.

X. Swiss and European Representation

To the extent required by applicable law, Pacvue shall maintain any required representatives, points of contact or regulatory registrations relating to the Processing of Customer Personal Data subject to this Schedule. Nothing in this Schedule shall require Pacvue to appoint a representative where such appointment is not legally required.

SCHEDULE 2 – UNITED STATES PROCESSING TERMS

I. Application of this Schedule

1. This Schedule applies where Customer Personal Data is subject to applicable United States federal, state or local privacy laws, including state comprehensive privacy legislation and any successor or replacement laws governing the Processing of Personal Information.
2. Without limitation, this Schedule is intended to address requirements that may arise under laws such as the California Consumer Privacy Act, as amended by the California Privacy Rights Act ("CCPA/CPRA"), the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Connecticut Data Privacy Act, the Utah Consumer Privacy Act and other substantially similar state privacy laws that may apply to the parties' Processing activities.
3. This Schedule supplements the provisions contained within the DPA and applies only to the extent Customer Personal Data is subject to applicable United States privacy laws. In the event of any conflict between this Schedule and the DPA, this Schedule shall prevail solely with respect to Personal Information subject to the laws addressed by this Schedule.

II. Roles of the Parties

1. The parties acknowledge that the terminology used under United States privacy laws differs from jurisdiction to jurisdiction and may include terms such as "Business", "Controller", "Service Provider", "Contractor" and "Processor".
2. To the extent required by applicable law:
 - a. Customer shall be deemed to act as the Business, Controller or equivalent entity determining the purposes and means of Processing; and
 - b. Pacvue shall be deemed to act as a Service Provider, Contractor, Processor or equivalent entity Processing Personal Information on behalf of Customer.

III. Processing Restrictions

1. Pacvue shall Process Customer Personal Data only for the business purposes and services described in the Agreement and the DPA and only to the extent reasonably necessary to provide, maintain, support, secure and improve the Services.
2. Pacvue shall comply with all restrictions imposed on Service Providers, Contractors and Processors under applicable United States privacy laws.

IV. Sale, Sharing And Targeted Advertising

1. Pacvue shall not sell or sell Customer Personal Data and shall not make Customer Personal Data available to any third party for monetary or other valuable consideration except as expressly authorised by Customer or permitted under applicable law.
2. Pacvue shall not Process Customer Personal Data for targeted advertising, profiling or other commercial activities outside the scope of the Services unless expressly authorised by Customer.

V. Combining Personal Information

Except where expressly permitted under applicable law, Pacvue shall not combine Customer Personal Data received from Customer with Personal Information obtained from another source for purposes unrelated to the provision of the Services.

VI. Customer Rights Assistance

1. Taking into account the nature of the Processing and the information available to Pacvue, Pacvue shall provide reasonable assistance to Customer in responding to requests from consumers exercising rights under applicable United States privacy laws.
2. Pacvue shall provide assistance to Customer through available technical and organisational measures and shall not independently respond to consumer requests relating to Customer-controlled data unless required by law.

VII. Compliance Verification

1. Pacvue shall make available information reasonably necessary to demonstrate compliance with its obligations under this Schedule.
2. Such information may include audit reports, security documentation, certifications, compliance assessments and responses to reasonable due diligence requests.

VIII. Sub processors and Service Providers

Where Pacvue engages a Subprocessor in connection with the Services, Pacvue shall enter into a written agreement imposing obligations that are substantially similar to those imposed upon Pacvue under this DPA and this Schedule.

IX. Cross-Border Processing

1. Customer acknowledges that Pacvue operates globally and that Customer Personal Data may be Processed outside the United States.
2. Where cross-border Processing occurs, Pacvue shall implement reasonable safeguards designed to protect Customer Personal Data and shall comply with any applicable requirements imposed under United States privacy laws relating to international Processing.

X. CCPA/CPRA Specific Provisions

1. Pacvue understands the restrictions and obligations imposed upon Service Providers and Contractors under applicable California law and shall comply with those obligations.
2. Customer discloses Personal Information to Pacvue solely for the limited and specified business purposes described in the Agreement and DPA.
3. Pacvue shall provide the same level of privacy protection required by applicable California law.
4. Pacvue shall notify Customer if Pacvue determines that it can no longer meet its obligations under applicable California law.
5. Customer shall have the right to take reasonable and appropriate steps to help ensure that Pacvue uses Personal Information in a manner consistent with Customer's obligations under applicable California law.
6. Customer shall have the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorised use of Personal Information where required by applicable law.

SCHEDULE 3 – CANADA PROCESSING TERMS

I. Application of this Schedule

1. This Schedule applies where Customer Personal Data is subject to Canadian privacy laws, including the **Personal Information Protection and Electronic Documents Act ("PIPEDA")**, substantially similar provincial privacy legislation, and any legislation replacing, amending or supplementing those laws.
2. This Schedule supplements the DPA and applies solely in respect of Personal Information that is subject to Canadian privacy laws.
3. The parties acknowledge that Canadian privacy law places significant emphasis on accountability, transparency, appropriate purposes, meaningful consent, safeguards and the protection of Personal Information throughout its lifecycle. This Schedule is intended to support compliance with those requirements.
4. Where there is any inconsistency between this Schedule and the DPA, this Schedule shall prevail solely with respect to Personal Information subject to Canadian privacy laws.

II. Roles of the Parties

1. The parties acknowledge and agree that Customer determines the purposes for which Personal Information is collected, used and disclosed and remains responsible for ensuring that such purposes are lawful, reasonable and appropriately communicated to individuals in accordance with applicable Canadian privacy laws.
2. Pacvue shall Process Personal Information solely on behalf of Customer and only for the purposes permitted by the Agreement, the DPA and Customer's documented instructions.

III. Accountability

1. The Parties acknowledge that accountability is a fundamental principle of Canadian privacy law. Pacvue shall maintain policies, procedures and governance measures designed to support the protection of Personal Information and compliance with applicable privacy obligations.
2. Pacvue shall designate appropriate personnel responsible for the oversight of privacy and information security matters and shall maintain processes designed to monitor ongoing compliance with its obligations under the DPA.

IV. Appropriate Purposes and Limited Use

The parties acknowledge that Customer remains responsible for determining whether the purposes for which Personal Information is collected, used and disclosed are appropriate in the circumstances and satisfy applicable legal requirements.

V. Safeguards

1. Pacvue shall implement and maintain administrative, technical and physical safeguards appropriate to the sensitivity of the Personal Information being Processed.
2. Such safeguards shall be designed to protect Personal Information against loss, theft, unauthorised access, unauthorised use, unauthorised disclosure, copying, modification and destruction.
3. Where a Security Incident affects Personal Information subject to Canadian privacy laws, Pacvue shall provide reasonable information and assistance necessary to enable Customer to assess its obligations under applicable breach reporting, notification and recordkeeping requirements.

VI. Access, Correction and Privacy Rights

1. Customer remains responsible for responding to requests from individuals seeking to exercise rights available under Canadian privacy laws.
2. Taking into account the nature of the Processing and the information available to Pacvue, Pacvue shall provide reasonable assistance to Customer in responding to:
 - a. access requests;
 - b. correction requests;
 - c. privacy complaints;
 - d. regulatory enquiries; and
 - e. requests relating to the handling of Personal Information.
3. Pacvue shall not independently respond to requests concerning Customer-controlled Personal Information unless required by applicable law or authorised by Customer.

VII. Cross-Border Processing

1. Customer acknowledges that Pacvue operates globally and that Personal Information may be accessed, stored, transferred or otherwise Processed outside Canada in connection with the provision of the Services.
2. Where Personal Information is transferred outside Canada, Pacvue shall implement contractual, organisational and technical measures designed to ensure that Personal Information continues to receive an appropriate level of protection.
3. Pacvue shall take reasonable steps to ensure that third parties Processing Personal Information on its behalf are subject to obligations designed to protect such information while it is being Processed.

VIII. Sub processors and Comparable Protection

1. Where Pacvue engages a Subprocessor to Process Personal Information, Pacvue shall ensure that the Subprocessor is subject to written obligations requiring the protection of Personal Information in a manner substantially comparable to the obligations imposed upon Pacvue under the DPA.
2. The parties acknowledge that Canadian privacy law generally requires organisations to ensure a comparable level of protection when Personal Information is Processed by third parties. Pacvue's obligations under this Clause are intended to assist Customer in meeting those requirements.

IX. Regulatory Cooperation

Pacvue shall provide reasonable assistance to Customer in connection with investigations, complaints, compliance reviews and other matters involving Canadian privacy regulators where such matters relate to Customer Personal Data Processed through the Services.

SCHEDULE 4 – AUSTRALIA AND NEW ZEALAND PROCESSING TERMS

I. Application of this Schedule

1. This Schedule applies where Customer Personal Data is subject to:
 - a. the **Australian Privacy Act 1988 (Cth)** and the Australian Privacy Principles ("APPs");
 - b. the **New Zealand Privacy Act 2020** and any applicable information privacy principles;
 - c. any regulations, statutory instruments, guidance or replacement legislation issued under those laws.
2. This Schedule supplements the DPA and applies solely in respect of Personal Information that is subject to the laws identified above.
3. The parties acknowledge that Australian and New Zealand privacy laws place particular emphasis on transparency, reasonable security safeguards, access and correction rights, accountability for overseas disclosures.
4. Where there is any inconsistency between this Schedule and the DPA, this Schedule shall prevail solely with respect to Personal Information subject to Australian or New Zealand privacy laws.

II. Roles of the Parties

1. The parties acknowledge and agree that Customer determines the purposes for which Personal Information is collected, used and disclosed and remains responsible for ensuring that such collection, use and disclosure complies with applicable privacy laws.
2. Pacvue shall Process Personal Information solely on behalf of Customer and only for the purposes authorised by Customer through the Agreement, the DPA and Customer's documented instructions.
3. Nothing in this Schedule transfers Customer's obligations under applicable privacy laws to Pacvue except to the extent expressly provided by the DPA.

III. Processing of Personal Information

The Parties acknowledge that Customer remains responsible for ensuring that Personal Information is collected lawfully, that any required notices have been provided and that the Processing undertaken through the Services remains appropriate and lawful throughout the term of the Agreement.

IV. Security and Protection of Personal Information

1. Pacvue shall implement and maintain reasonable administrative, technical and physical safeguards designed to protect Personal Information against misuse, interference, loss, unauthorised access, unauthorised disclosure, unauthorised modification and unauthorised destruction.
2. Pacvue shall maintain policies, procedures and governance measures designed to support information security, privacy compliance and effective risk management.

V. Access and Correction Rights

1. Customer remains responsible for responding to requests from individuals seeking access to, or correction of, Personal Information.
2. Taking into account the nature of the Processing and the information available to Pacvue, Pacvue shall provide reasonable assistance to Customer in responding to such requests.

VI. Privacy Complaints and Regulatory Enquiries

1. Where Pacvue receives a complaint, enquiry or investigation request relating specifically to Customer-controlled Personal Information, Pacvue shall notify Customer without undue delay unless prohibited by law.
2. Pacvue shall provide reasonable assistance to Customer in responding to complaints from individuals, enquiries from regulators and investigations relating to Customer Personal Data Processed through the Services.

VII. Eligible and Notifiable Data Breaches

1. Pacvue shall comply with the Security Incident provisions set out in Clause 10 of the DPA.
2. Where a Security Incident affects Personal Information subject to Australian or New Zealand privacy laws, Pacvue shall provide Customer with information reasonably necessary to allow Customer to determine whether:
 - a. an eligible data breach has occurred under Australian law;
 - b. a notifiable privacy breach has occurred under New Zealand law; or
 - c. notification obligations arise under any other applicable legal requirement.
3. Customer remains responsible for determining whether notification is required and for making any notifications to regulators, affected individuals or other third parties.

VIII. Overseas Disclosure and International Processing

1. Customer acknowledges that Pacvue operates globally and that Personal Information may be Processed, stored or accessed outside Australia or New Zealand in connection with the provision of the Services.
2. Pacvue shall implement appropriate contractual, organisational and technical measures designed to protect Personal Information when it is Processed internationally and shall take reasonable steps to ensure that authorised Sub processors and service providers maintain appropriate safeguards.

IX. Accountability

1. Pacvue shall maintain policies, procedures and governance measures reasonably designed to support compliance with the obligations set out in the DPA and this Schedule.
2. The parties acknowledge that accountability and reasonable safeguards are key principles underpinning both Australian and New Zealand privacy law and that the obligations contained within this DPA are intended to support those principles.