

DATA PROCESSING AGREEMENT

Version 1.0 of 11 July 2025

We recognize the importance of protecting personal data and acknowledge that, in certain cases, you may be required to process such data in accordance with the provisions of the General Data Protection Regulation (hereinafter: **GDPR**). Therefore, we offer you an ability to conclude a data processing agreement with us. All data provided within the Platform is stored on our secure servers. We are committed to ensuring full compliance with the obligations imposed on data processors under the GDPR, and this agreement has been prepared accordingly to meet those legal requirements.

1. General provisions

- 1.1. This Data Processing Agreement (hereinafter: **Agreement**) is a binding agreement concluded between:
 - 1.1.1. Canvider sp. z o.o. with its registered office in Kraków, Republic of Poland, address: Olszańska 7, 31-513 Kraków, entered into the Registry of Entrepreneurs of National Court Registry by the District Court for Krakow-Srodmiemie in Krakow, XIth Commercial Division of National Court Registry under the KRS No.: 0001181200, NIP: 6751815792, REGON: 542135080, share capital: PLN 6.000 (hereinafter: the **Data Processor**),
 - 1.1.2. Business User – a natural person, legal person or organizational units without legal personality, having legal capacity, conducting registered business activity or other legal activity, especially as a NGO, municipal or governmental organization, that created an Account and accepted provisions of Terms of Services concerning the use of Services as an organization who looks for employees or conducts hiring processes within Platform.
- 1.2. This Agreement was signed or in any other way accepted (e.g. via electronic means) by a Business User and the Data Processor, which means that both Parties are bound by provisions of this Agreement. The acceptance of the Terms of Service regarding Services is tantamount to accepting this Data Processing Agreement. If the Data Processing Agreement was not accepted that way, a Business User may accept provisions of this Agreement via functionalities of Platform.
- 1.3. This Agreement shall be considered as a data processing agreement, concluded according to the provisions of article 28.3 of 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 GDPR, and concerns all the data stored by a Business User within Platform and, therefore, stored or processed on the Data Processor servers or servers of the Data Processor partners.
- 1.4. A Business User shall be considered a data controller, and the Data Processor shall be considered a data processor, according to the provisions of the GDPR. If a Business User in any way processes (within Platform) data that are processed by a Business User as a data processor, Data Processor shall be considered as a data subprocessor. In such a case, provisions of this Agreement shall be applied accordingly.
- 1.5. This Agreement governs the processing of personal data entrusted by the Business User to the Data Processor, who is responsible for storing such data, maintaining its confidentiality, and ensuring its integrity.

- 1.6. Definitions of terms from Terms of Services shall also apply to definitions used in this agreement.

2. Character of data processing

- 2.1. Uploading the personal data into Platform by a Business User is considered as an order to process these personal data by the Data Processor, according to a binding command of a Business User. Therefore, the Data Processor becomes the entity entrusted to the processing of personal data and shall be considered as data processor or as a subprocessor.
- 2.2. A Business User states that:
 - 2.2.1. It is an entrepreneur or other legal entity obliged to comply with provisions of the GDPR,
 - 2.2.2. It may use Platform to process personal data, including but not limited to data of job applicants, employees, candidates in TalentPool, or other individuals involved in recruitment or employment-related processes,
 - 2.2.3. It is a Data Controller of data uploaded to Platform or processes this data on behalf of another data controller, according to provisions of other data processing agreement or other legal act under Union or Member State law.
- 2.3. A Data Processor states that:
 - 2.3.1. It processes personal data provided by Business User in accordance with the provisions of the GDPR and terms of this Agreement,
 - 2.3.2. It takes all necessary measures required to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk connected with processing personal data.

3. Subject of processing

- 3.1. The subject-matter of the personal data processing under this Agreement covers all activities necessary for the provision of Services by the Data Processor, as described in the Terms of Service or any other binding document concluded between the Parties. This includes in particular the storage of personal data on servers, allowing a Business User to review them as well as the processing of such data for the purpose of AI-based evaluation and other recruitment-related functionalities offered by Canvider, including but not limited to candidate matching, preliminary screening and applicant scoring. All such processing is carried out solely on documented instructions from the Business User and in accordance with the purposes defined by the Business User, under the terms of this Agreement and applicable data protection law.

4. Data categories and categories of data subjects

- 4.1. Entrusting the personal data to the Data Processor includes all personal data uploaded by a Business User into Platform as well as any personal data uploaded directly by Individual Users. Data processed by a Business User may cover all categories of personal data processed by a

Business User. This may include, in particular, data typically contained in a CV or related to a recruitment process, such as name, surname, contact details (e.g., e-mail address, phone number), date of birth, nationality, education, work experience, professional qualifications, skills, interests, employment history, and other information provided voluntarily by the Business User or Individual User.

- 4.2. The categories of data subjects are determined solely by a Business User and may concern all categories of data subjects, whose data are processed by a Business User - in particular, job applicants, employees, collaborators, or other individuals whose data is uploaded to the Platform in connection with the use of Services.
- 4.3. The uploading of specific categories of data or data related to specific categories of persons within the Platform is based on the solemn decision of a Business User and constitutes a binding command to process this data by the Data Processor, according to the conditions set out in this Agreement.

5. Duration of the processing

- 5.1. The processing of personal data by the Data Processor will take place for the period of using Services by a Business User, in accordance with provisions of the Terms of Service and a specific Subscription chosen by a Business User.
- 5.2. In the case of a termination of the contract between a Business User and the Data Processor or deletion of a Business User's Account the personal data processing agreement shall expire.

6. Level of security

- 6.1. The Data Processor declares that it has implemented appropriate technical and organizational measures in order to ensure an appropriate level of security, suitable to the risk related to the processing of personal data, taking into account the state of technical knowledge, implementation costs and the nature, scope, context and purposes of processing and the potential risk of violation of the rights or freedoms of data subject, taking into account the risk of varying likelihood and severity.
- 6.2. The Data Processor ensures that all persons who participate in the process of providing services to a Business User have been obliged to maintain confidentiality and have been given appropriate authorization to process personal data.

7. Subprocessors

- 7.1. During the process of providing services to a Business User, the Data Processor may use the services of other processing entities. By accepting the provisions of this Agreement, a Business User agrees that the Data Processor may use the services these entities. A detailed list of further processing entities whose services the Data Processor uses at the moment of the conclusion of the Agreement is available in the Schedule 1 to this Agreement. If any further processing entity is added or changed and will receive Business User data, the Data Processor shall notify a Business User thereof, giving him the opportunity to withdraw from the contract for the provision of Services and this Agreement with a two-week notice period, from the moment of sending a

notice in this regard to the e-mail address provided by a Business User, in the event that a Business User does not agree to the addition or modification of a further processing entity by the Data Processor. Failure to respond by a Business User within the specified period is tantamount to agreeing to the addition or change of a further processing entity.

- 7.2. The Data Processor hereby informs a Business User that some subprocessors may always process a part of the personal data provided by a Business User. This especially concerns a dependent company that provides technical support and development of Services. Any objection concerning the use of this subprocessor may lead to an inability to provide services to a Business User, and, therefore, lead to termination of this Agreement by the Data Processor, together with any other agreement concerning provision of Services, according to provisions stipulated above.
- 7.3. Other specific subprocessors that will process Business User's data may be chosen by a Business User during the process of choosing a specific type of service that will be provided to a Business User. A Business User may have the possibility to choose from more than one data centre, located within the EU. The Data Processor will inform a Business User about any changes concerning the data centre chosen by The Business User. Consequently, the Data Processor will not inform a Business User about any changes that may not concern a Business User directly, e.g. hosting provider which anyway did not and will not store specific Business User data, as it is responsible for a different data center than the one chosen by a Business User.
- 7.4. The Data Processor hereby declares that it uses only the services of such further processing entities that guarantee the processing of personal data in accordance with the provisions of law and ensure their appropriate security. The Data Processor concluded separate data processing agreement with all of the subprocessors.

8. Assisting a Business User

- 8.1. The Data Processor is obliged to, as far as possible, in accordance with its technical powers and capabilities, assist a Business User in fulfilling, the obligation to respond to the requests of the data subject, to the extent of its rights, indicated in the content of Chapter III of the GDPR, and fulfilling the obligations placed upon the data controller (or upon data processor, accordingly), regulated in articles 32-36 of the GDPR.
- 8.2. The Data Processor shall notify a Business User about any breaches of personal data protection concerning entrusted data within 36 hours of their detection.
- 8.3. The Data Processor declares that it will notify a Business User about:
 - 8.3.1. Any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - 8.3.2. Any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so.

9. Deleting of processed data

- 9.1. If the Business User's Account is deleted by a Business User, the contract for providing Services is terminated, or this Agreement is terminated accordingly, the Data Processor shall delete the personal data entrusted by a Business User to the Data Processor within 30 days.

- 9.2. If a Business User wishes to obtain a copy of their data, they should download it directly from the Platform prior to deleting their account, terminating the service agreement, or withdrawing from this Agreement. Upon justified request, the Data Processor may provide a copy of the data, insofar as it remains available and such provision does not infringe the rights or freedoms of other data subjects or legal obligations of the Data Processor.

10. Audits

- 10.1. The Data Processor provides, at a Business User's request, documentation regarding measures used to protect personal data and to provide other information necessary to demonstrate compliance with the obligations set out in this Agreement. The Data Processor also allows a Business User, his representatives or auditors authorised by them to visit the Data Processor premises in order to assess the level of data security applied, on a date previously agreed by both Parties, during the Data Processor working hours. The actions of a Business User, his representatives or authorised auditors shall not in any way violate a confidentiality rules of the Data Processor enterprise.
- 10.2. The request referred to in above shall be exercised by a Business User not more frequently than once every 6 months. If this request will be made more often, a Business User may be obliged to pay the appropriate fee to the Data Processor in order to perform audit or review the documentation.

11. Liability

- 11.1. The Data Processor is liable for damages caused by the processing of personal data entrusted to them in case of:
- 11.1.1. not fulfilling the obligations which the GDPR imposes directly on data processors,
 - 11.1.2. acting contrary to the obligations arising from this Agreement.
- 11.2. The Data Processor shall be considered not liable for any damages concerning acting as the Data Processor, if it proves that it is not at fault for the event that caused the damage.
- 11.3. The total liability of the Data Processor for any damages caused to a Business User in a given calendar year is limited to the amount of remuneration received from a Business User in a given calendar year, in connection with the provisions of Terms of Service or any other binding contract between Parties.

12. Duration of the agreement

- 12.1. This Agreement shall enter into force on the day of its acceptance by both Parties, including acceptance by electronic means, in particular when a Business User utilizes any functionality within the Platform that requires consent to these Terms.
- 12.2. This Agreement shall continue for the term of using Services by a Business User. For the avoidance of doubt, termination of a contract concerning the use of Services or deleting Account shall be considered as termination of this Agreement.

13. Final provisions

- 13.1. In matters not regulated herein, the relevant provisions of the GDPR and European Union law shall apply.
- 13.2. Any amendments to this Agreement shall be made in writing or in electronic form.
- 13.3. Any disputes arising out of this Agreement shall be referred to a court having jurisdiction as set out according to provisions of Terms of Services or any other contract concerning the use of Services.

Schedule 1

List of data subprocessors

No.	Name	Address	Scope of processing	Legal basis for the transfer of data to non-EEA countries
1.	Google, LLC	1600 Amphitheatre Parkway, Mountain View, California, 94043, United States	Provision of services allowing us to use AI-model that is a basis for our AI-tool to analyse CVs of candidates.	EU-U.S. Data Privacy Framework
2.	DigitalOcean, LLC	101 Avenue of the Americas, 2nd Floor, New York, NY 10013, United States	Provision of hosting services	EU-U.S. Data Privacy Framework