

Data Processing Agreement

Version 1.0 — 1 September 2026

How to execute this DPA: this Data Processing Agreement has already been signed by EmbedMyReviews Ltd. To put it in force, complete the Customer details in the signature block at the end of this document, sign it, and retain a copy for your records. No countersignature or return to EmbedMyReviews is required. Questions: dpa@embedmyreviews.com.

THIS DATA PROCESSING AGREEMENT ("**DPA**") is made

BETWEEN

1. **EmbedMyReviews Ltd**, a company registered in England and Wales (company number 14593246) whose registered office is at 124 City Road, London, EC1V 2NX, United Kingdom ("**EmbedMyReviews**"); and
2. The customer identified in the signature block below ("**Customer**").

The parties set forth in 1–2 are hereinafter jointly referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. The Customer uses EmbedMyReviews' white-label review and reputation management platform under the Terms of Service or other written agreement between the Parties (the "**Agreement**").
- B. This DPA is incorporated by reference into the Agreement. It sets out the terms that apply when Personal Data is Processed by EmbedMyReviews in the course of the Customer's use of the services provided under the Agreement (the "**Services**").
- C. The purpose of this DPA is to ensure such Processing is conducted in accordance with Applicable Law and respects the rights of individuals whose Personal Data is Processed.

1. DEFINITIONS

1. "**Applicable Law(s)**" means all laws, regulations, and other legal requirements relating to privacy, data protection, or the Processing of Personal Data applicable to EmbedMyReviews' performance of the Services, including without limitation the UK General Data Protection Regulation as defined in the Data Protection Act 2018 ("**UK GDPR**"), the Data Protection Act 2018, Regulation (EU) 2016/679 ("**EU GDPR**", and together with the UK GDPR, "**GDPR**"), and, to the extent applicable, the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., as amended by the California Privacy Rights Act of 2020 ("**CCPA**").
2. "**Customer Contact Data**" means the Customer's own account and contact information (such as the names, email addresses, and billing details of the Customer's personnel).
3. "**Customer Personal Data**" means Personal Data that the Customer, its End Clients, or their respective end users submit to, or that is collected through, the Services, except for Customer

Contact Data. It includes, without limitation, the Personal Data described in Schedule 1.

4. **"End Client"** means a client of the Customer on whose behalf the Customer uses the Services (for example under the Customer's own white-label brand).
5. **"Personal Data"** includes "personal data," "personal information," and "personally identifiable information," each as defined by Applicable Law. **"Controller"**, **"Processor"**, **"Data Subject"**, and **"Supervisory Authority"** have the meanings given by Applicable Law.
6. **"Personal Data Breach"** means the accidental or unlawful destruction, loss, alteration, or unauthorised disclosure of or access to Customer Personal Data.
7. **"Process"** and **"Processing"** mean any operation or set of operations performed on Personal Data, whether or not by automated means, such as collecting, recording, organising, structuring, storing, adapting, retrieving, consulting, using, disclosing, aligning, combining, restricting, erasing, or destroying Personal Data.
8. **"EU SCCs"** means the Standard Contractual Clauses annexed to EU Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
9. **"UK Addendum"** means the International Data Transfer Addendum to the EU SCCs issued by the UK Information Commissioner's Office under s.119A of the Data Protection Act 2018.
10. **"Sub-processor"** means a third party engaged by EmbedMyReviews to Process Customer Personal Data on its behalf in connection with the Services.

2. RELATIONSHIP OF THE PARTIES

1. Where the Customer Processes Customer Personal Data as a Controller (for example, data about the Customer's own contacts and customers), the Customer is the Controller and EmbedMyReviews Processes such data as the Customer's Processor.
2. Where the Customer Processes Customer Personal Data as a Processor on behalf of an End Client (the typical white-label arrangement, in which the End Client is the Controller), EmbedMyReviews Processes such data as the Customer's Sub-processor. The Customer warrants that its instructions to EmbedMyReviews are consistent with its own data processing agreement with the relevant End Client.
3. To the extent the CCPA applies, EmbedMyReviews acts as a "service provider" and certifies that it understands and will comply with the restrictions and obligations of this DPA and of the CCPA applicable to service providers.
4. Customer and EmbedMyReviews are independent Controllers with respect to Customer Contact Data. Either Party may Process Customer Contact Data as necessary for (i) carrying out its obligations under the Agreement, (ii) applicable legal or regulatory requirements, (iii) requests and communications with the other Party, (iv) administrative and business purposes, and (v) protecting its rights in accordance with applicable law and, in the case of EmbedMyReviews, maintaining the security and integrity of the Services.

3. CUSTOMER'S INSTRUCTIONS TO EMBEDMYREVIEWS

1. **Purpose limitation.** EmbedMyReviews will not: (a) sell or share (as those terms are defined by the CCPA) Customer Personal Data; (b) Process Customer Personal Data for any purpose other than the specific purposes set forth in the Agreement and this DPA; (c) retain, use, or disclose Customer Personal Data outside of the direct business relationship between the Parties; (d) combine Customer Personal Data with Personal Data it receives from or on behalf of another person, or collects from its own interactions, except as permitted by Applicable Law or as necessary to provide the Services; or (e) otherwise Process Customer Personal Data beyond what a Processor or service provider may do under Applicable Law, unless required to do otherwise by law, in which case EmbedMyReviews will inform the Customer of that legal requirement before Processing, unless legally prohibited from doing so.
2. **Deidentified data.** To the extent the Customer makes deidentified data available to EmbedMyReviews, EmbedMyReviews will not attempt to re-identify it.
3. **Lawful instructions.** The Customer will not instruct EmbedMyReviews to Process Customer Personal Data in violation of Applicable Law. EmbedMyReviews will inform the Customer without undue delay if, in its opinion, an instruction infringes Applicable Law. The Agreement, this DPA, and the Customer's use and configuration of the Services constitute the Customer's complete and final instructions to EmbedMyReviews regarding the Processing of Customer Personal Data. The Customer may take reasonable and appropriate steps to stop or remediate any unauthorised Processing of Customer Personal Data by EmbedMyReviews.

4. CONFIDENTIALITY AND LIMITATIONS ON DISCLOSURE

EmbedMyReviews will not disclose Customer Personal Data to any third party except as provided in Sections 5 (Sub-processors), 8 (Data Subject Requests), 10 (International Transfers), or 12 (Legal Process), or as otherwise instructed by the Customer or required by law. EmbedMyReviews will ensure that all personnel authorised to Process Customer Personal Data are bound by written confidentiality obligations or are under an appropriate statutory obligation of confidentiality.

5. SUB-PROCESSORS

1. **General authorisation.** The Customer provides a general written authorisation for EmbedMyReviews to engage Sub-processors to Process Customer Personal Data in order to provide the Services. The Sub-processors engaged as at the date of this DPA are listed in Schedule 3. The current list is maintained at www.embedmyreviews.com/dpa.
2. **Flow-down.** Before a Sub-processor Processes Customer Personal Data, EmbedMyReviews will impose contractual obligations on the Sub-processor substantially equivalent to those imposed on EmbedMyReviews under this DPA, to the extent applicable to the services provided by that Sub-processor. EmbedMyReviews remains liable for its Sub-processors' performance to the same extent it is liable for its own performance under this DPA.
3. **Notice of changes.** EmbedMyReviews will give the Customer at least ten (10) business days' written notice (email to the Customer's account owner suffices) before authorising a new Sub-

processor to Process Customer Personal Data, and will update the list referred to in Section 5.1.

4. **Right to object.** The Customer may object to a new Sub-processor on reasonable grounds relating to the protection of Customer Personal Data by writing to **dpa@embedmyreviews.com** within ten (10) business days of the notice, explaining those grounds. The Parties will discuss the objection in good faith and EmbedMyReviews will use commercially reasonable efforts to make available a change in the Services, or recommend a change to the Customer's configuration, that avoids the objected-to Sub-processor Processing Customer Personal Data. If no such change can be made available within thirty (30) days, either Party may terminate, without penalty, those Services which cannot be provided without the objected-to Sub-processor, by written notice to the other Party.
5. **Connected platforms are not Sub-processors.** Where the Customer or its End Clients connect the Services to third-party platforms and providers under their own accounts or at their direction — for example Google Business Profile, Facebook/Meta (including WhatsApp Business), review platforms, or the Customer's own email, SMS, or AI provider accounts connected under a bring-your-own-key arrangement — those third parties act on behalf of the Customer or End Client, not as Sub-processors of EmbedMyReviews, and their processing is governed by the Customer's or End Client's own terms with them.

6. SECURITY

1. EmbedMyReviews will implement and maintain appropriate technical and organisational measures designed to protect Customer Personal Data against Personal Data Breaches, as described in Schedule 2, and will not materially lower the overall level of protection during the term of the Agreement. EmbedMyReviews may update the measures from time to time, provided the updates do not materially reduce the protection of Customer Personal Data.
2. Taking into account the nature of the Processing and the information available to it, EmbedMyReviews will provide reasonable assistance to the Customer regarding the Customer's own security compliance obligations under Applicable Law relevant to EmbedMyReviews' role in Processing Customer Personal Data.

7. PERSONAL DATA BREACH NOTIFICATION

EmbedMyReviews will notify the Customer without undue delay, and in any event within seventy-two (72) hours, after becoming aware of a Personal Data Breach affecting Customer Personal Data. Notification will be made by email to the Customer's account owner. The notification will include, to the extent then available: (a) the nature of the breach, including where possible the categories and approximate numbers of Data Subjects and records concerned; (b) the likely consequences; and (c) measures taken or proposed to address the breach and mitigate its effects. EmbedMyReviews will provide timely updates as further information becomes available. Notification is not an acknowledgement of fault or liability. The Customer is responsible for its own legal notification obligations (and those it owes to End Clients) arising from a Personal Data Breach.

8. DATA SUBJECT REQUESTS

To the extent legally permitted, EmbedMyReviews will notify the Customer without undue delay if it receives a request from a Data Subject to exercise rights under Applicable Law regarding Customer Personal Data (a "Data Subject Request") and will not respond to it except to direct the Data Subject to the Customer or the relevant End Client. The Services include self-service tools that allow the Customer to access, correct, export, and delete Customer Personal Data. To the extent the Customer cannot address a Data Subject Request through the Services, EmbedMyReviews will, on request, provide commercially reasonable assistance, to the extent legally permitted and required under Applicable Law.

9. DPIAs AND CONSULTATION

Upon the Customer's written request, EmbedMyReviews will provide reasonable cooperation and assistance, as needed and appropriate, to fulfil the Customer's obligations under Applicable Law to carry out data protection impact assessments related to the Customer's use of the Services, and in any related prior consultation with a Supervisory Authority, in each case to the extent the required information is within EmbedMyReviews' control.

10. INTERNATIONAL DATA TRANSFERS

- 1. Where data is processed.** EmbedMyReviews is established in the United Kingdom and hosts the production infrastructure for the Services with Hetzner Online GmbH in the European Union (Germany). Certain Sub-processors listed in Schedule 3 Process limited categories of Customer Personal Data outside the UK/EEA, as described in that Schedule.
- 2. Transfers to EmbedMyReviews.** Transfers of Customer Personal Data from the EEA to the United Kingdom are made in reliance on the European Commission's adequacy decision for the United Kingdom for so long as it remains in force.
- 3. Onward transfers.** Where EmbedMyReviews transfers Customer Personal Data originating from the UK or EEA to a Sub-processor in a country not covered by UK adequacy regulations or an EU adequacy decision (as applicable), EmbedMyReviews will ensure a valid transfer mechanism is in place, such as the EU SCCs (supplemented by the UK Addendum for UK-governed transfers) or, for transfers to the United States, certification of the recipient under the EU-U.S. Data Privacy Framework and/or its UK Extension, where held.
- 4. Fallback.** If the adequacy decision referred to in Section 10.2 ceases to have effect, or a competent authority determines that an additional safeguard is required for a transfer contemplated by this DPA, the Parties will be deemed to have entered into the EU SCCs (Module Two where the Customer is a Controller; Module Three where the Customer is a Processor), completed as follows: Clause 7 (docking) not included; Clause 9 Option 2 (general written authorisation, notice period as per Section 5.3); Clause 11 optional redress language not included; Clause 17 Option 1, law of Ireland; Clause 18 courts of Ireland; Annexes I and II as set out in Schedules 1 and 2; and, for transfers subject to UK law, supplemented by the UK Addendum with Tables 1–3 completed by reference to Schedules 1–3 and Table 4 permitting termination by either Party as set out in the UK Addendum.

11.AUDITS AND INFORMATION

1. EmbedMyReviews will make available to the Customer information reasonably necessary to demonstrate compliance with this DPA, including summaries of its technical and organisational measures and its Sub-processor arrangements, and will respond to the Customer's reasonable written security questionnaires no more than once annually. EmbedMyReviews does not currently hold SOC 2 or ISO 27001 certification of its own; its hosting provider's data centres operate under ISO/IEC 27001-certified information security management (see Schedule 2).
2. Where Applicable Law grants the Customer an audit right that cannot be satisfied by the information described in Section 11.1, EmbedMyReviews will allow for and contribute to an audit, including an inspection, conducted by the Customer or an independent auditor mandated by the Customer (which must not be a competitor of EmbedMyReviews), subject to: (a) at least thirty (30) days' prior written notice; (b) no more than one audit in any twelve (12) month period, except following a Personal Data Breach or where required by a Supervisory Authority; (c) the audit being conducted during normal business hours, in a manner that causes minimal disruption, and not exceeding two (2) business days; (d) the auditor being bound by confidentiality obligations no less protective than those in the Agreement; and (e) the Customer not being entitled to data of other customers of EmbedMyReviews or information not directly relevant to the authorised purpose of the audit. Each Party bears its own costs of an audit.

12.LEGAL PROCESS

If EmbedMyReviews is legally compelled by a court or other government authority to disclose Customer Personal Data, then, to the extent permitted by law, EmbedMyReviews will promptly notify the Customer with sufficient details of the legal requirement and reasonably cooperate with the Customer's efforts to challenge the disclosure, seek a protective order, or pursue other legal action.

13.RETURN AND DELETION OF PERSONAL DATA

The Customer may export Customer Personal Data through the Services at any time during the term of the Agreement. Upon termination of the Agreement and written request from the Customer, EmbedMyReviews will delete or anonymise Customer Personal Data within thirty (30) days, unless retention is required by Applicable Law. Customer Personal Data held in routine backups will be deleted in the ordinary course of EmbedMyReviews' backup rotation cycle; until then, it remains protected under this DPA and will not be Processed except as strictly permitted under Applicable Law and for backup, security, and business continuity purposes.

14.LIABILITY, PRECEDENCE, AND GOVERNING LAW

1. Each Party's liability arising out of or related to this DPA is subject to the exclusions and limitations of liability set out in the Agreement.
2. This DPA replaces any prior data processing agreement between the Parties in connection with the Agreement. In the event of a conflict between the Agreement and this DPA, this DPA prevails.

In the event of a conflict between this DPA and the EU SCCs or UK Addendum (where they apply under Section 10.4), the EU SCCs or UK Addendum prevail.

3. This DPA is governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction over any dispute arising out of it, except where the EU SCCs or UK Addendum mandatorily require otherwise.
4. This DPA takes effect on the date the Customer signs below (or, if earlier, the date the Parties otherwise agreed to it) and remains in force for as long as EmbedMyReviews Processes Customer Personal Data under the Agreement.

**Signed for and on behalf of
EMBEDMYREVIEWS LTD**

Manjinder Singh Gill

Signature

Name: **Manjinder Singh Gill**

Title: **Director**

Date: **1 September 2026**

**Signed for and on behalf of
THE CUSTOMER**

Company name

Registered address

Signature

Name and title

Date

SCHEDULE 1 — DETAILS OF PROCESSING

This Schedule also serves as Annex I to the EU SCCs where they apply under Section 10.4 (data exporter: the Customer; data importer: EmbedMyReviews Ltd; contact: dpa@embedmyreviews.com; activities: provision and receipt of the Services; roles: as set out in Section 2).

Categories of Data Subjects

- The Customer's users and personnel who access the Services;
- End Clients' users and personnel (white-label arrangements);
- Contacts of the Customer or its End Clients to whom review requests are sent (customers of the relevant business);
- Authors of reviews and feedback collected or synced through the Services;
- Individuals who interact with review widgets, feedback forms, landing pages, or messages generated through the Services.

Categories of Personal Data

- Account data: name, email address, profile picture (optional), business name and details;
- Contact data uploaded or synced for review campaigns: name, email address, phone number, and any custom fields the Customer chooses to include;
- Review and feedback data: reviewer name, profile image, rating, review or feedback text, review platform identifiers, and replies;
- Communications data: content and delivery metadata of review request emails, SMS, and WhatsApp messages sent through the Services;
- Technical data: IP addresses, device and browser information, and usage data generated by interaction with the Services.

Sensitive data

None anticipated. The Services are not designed for, and the Customer agrees not to submit, special categories of Personal Data.

Frequency, nature, and purpose

Continuous, for the duration of the Agreement. Customer Personal Data is Processed to provide, secure, support, and improve the Services — collecting, displaying, and managing reviews; sending review requests; producing reports and insights; and fulfilling EmbedMyReviews' obligations under the Agreement — and to comply with Applicable Law.

Retention

For the duration of the Agreement and thereafter as set out in Section 13 (Return and Deletion).

Competent Supervisory Authority

The UK Information Commissioner's Office (ICO); or, for EEA transfers subject to the EU SCCs, the authority determined under Clause 13 of the EU SCCs.

SCHEDULE 2 — TECHNICAL AND ORGANISATIONAL MEASURES

This Schedule also serves as Annex II to the EU SCCs where they apply under Section 10.4. It describes the measures EmbedMyReviews actually operates; it does not claim certifications EmbedMyReviews does not hold.

Tenant isolation

- The platform uses a database-per-tenant architecture: each Customer organisation's data is stored in its own dedicated database, not in shared tables, providing strong logical isolation between customers.
- Uploaded files and media are stored in tenant-scoped storage locations.

Access controls

- Role-based access control within the application, with permissions following least-privilege principles;
- Unique, individually identifiable user accounts; passwords stored using strong one-way hashing;
- Two-factor authentication available to all users of the platform;
- Production system access restricted to a small number of authorised personnel, over encrypted connections (SSH/TLS), and removed when no longer required.

Hosting and physical security

- Production infrastructure is hosted with Hetzner Online GmbH in Germany. Physical security, environmental controls, and data centre operations are managed by Hetzner, whose data centres operate under an ISO/IEC 27001-certified information security management system;
- Servers are provisioned and managed through a managed server administration platform, with host firewalls restricting inbound traffic to required services and regular installation of security updates and patches.

Network and application security

- Encryption of data in transit using TLS across the platform, including custom and white-label domains (certificates provisioned automatically);
- Cloudflare services in front of public endpoints, including bot mitigation (Cloudflare Turnstile) on public-facing forms;
- Web application protections including authentication, authorisation, input validation, and rate limiting on public and API endpoints;
- Code changes are version-controlled and reviewed before release to production.

Backups and continuity

- Routine automated backups of production databases, retained on a rotation cycle and stored within the hosting environment;
- Queued background processing with monitoring, enabling recovery and replay of failed jobs.

Personnel and organisational measures

- Personnel with access to Customer Personal Data are bound by written confidentiality obligations;
- Access to production data is limited to what is necessary for support, operations, and engineering tasks;
- Sub-processors are assessed before engagement and bound by written data protection terms (see Section 5).

Deletion

- Customer data deletion on termination as set out in Section 13, including deletion of the tenant database and associated media storage.

SCHEDULE 3 — SUB-PROCESSORS

Current as of 1 September 2026. The live list is maintained at www.embedmyreviews.com/dpa. Notice of changes is given in accordance with Section 5.3.

SUB-PROCESSOR	PURPOSE	LOCATION
Hetzner Online GmbH	Cloud hosting of application servers, databases, and backups	Germany (EU)
Cloudflare, Inc.	Content delivery network, DNS, object storage for widget assets and media (R2), and bot protection	United States (global network)
WebBuilds B.V. (Ploi)	Server provisioning and management	Netherlands (EU)
Stripe Payments UK, Ltd.	Payment processing and subscription billing	United Kingdom
FunFirst s.r.o. (Emailit)	Platform-provided email delivery (review requests and campaign emails sent via EmbedMyReviews-managed sending)	Czech Republic (EU)
Twilio Inc. (SendGrid)	Email delivery for EmbedMyReviews-managed sending domains	United States
Contiguity LLC	Platform-provided SMS, WhatsApp, and email message delivery	United States
OpenRouter, Inc.	AI processing for platform AI features (e.g. review reply generation, review insights and sentiment analysis), routing to large-language-model providers	United States
DataForSEO OÜ	Collection of publicly available business, search, and review data for reports and review syncing	Estonia (EU)
Crisp IM SAS	Customer support chat and helpdesk	France (EU)
Umami Software, Inc.	Privacy-focused product analytics for the platform	United States
Microsoft Corporation (Clarity)	Product session analytics	United States

Reminder (Section 5.5): third-party platforms and providers connected by the Customer or its End Clients under their own accounts (e.g. Google, Meta/WhatsApp Business, review platforms, or bring-your-own email/SMS/AI providers such as Twilio, Kudosity, or OpenAI accounts owned by the Customer) are not Sub-processors of EmbedMyReviews.