



Com Laude

Corporate Domain
Management

DATA TRANSFER ADDENDUM

PARTIES

This Addendum is made and entered into upon 1 January 2021 following the end of the UK-EU implementation period as set out under The UK European Union (Withdrawal) Act 2018. It shall be incorporated into the terms of the agreement that you have with us (**Agreement**) as an appendix and remain in full force and effect as per clause 4 of this Addendum.

BACKGROUND

- (A) The United Kingdom left the European Union on 31 January 2020. The United Kingdom and European Union agreed on an implementation period ending on 31 December 2020. Should the United Kingdom leave the European Union without a deal in place after 31 December 2020, the United Kingdom will become a “third country” and outside the EEA for EU GDPR purposes.
- (B) You (or an entity in your corporate group) are based in the EEA.
- (C) The parties have entered into an Agreement that may require you to transfer to us personal data and for us to process such personal data on your behalf.
- (D) This Data Transfer Addendum (**Addendum**) is incorporated into the Agreement and sets out the provisions for personal data transfers from your (or another entity in your corporate group’s) establishment in the European Economic Area (**EEA**), to us in the UK after 31 December 2020.
- (E) This Addendum incorporates the European Commission’s SCCs into your Agreement to cover such transfers of personal data, as and when necessary.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this Addendum. The terms ‘personal data’, ‘processing’, ‘controller’, ‘processor’, ‘data subject’, ‘supervisory authority’ and ‘shall have the same meaning as is given to them under the GDPR.

1.1 Definitions:

Data Protection Laws: all data protection laws and regulations in so far as they are applicable to the services including, without limitation, the General Data Protection Regulation (EU) 2016/679 (**EU GDPR**), together with any transposing, implementing, or supplemental legislation in the EU, or in the United Kingdom under the UK European Union (Withdrawal) Act 2018, if in force (**UK GDPR**) (together, the “**GDPR**”)

Client Personal Data: personal data processed by us on your behalf in the provision of the services

Standard Contractual Clauses (SCCs): the European Commission’s Standard Contractual Clauses for

controller to processor transfers of personal data as set out in the Annex to Commission Decision 2010/87/EU, a completed copy of which is contained in the Appendix available [here](#).

1.2 This Addendum is subject to the terms of the Agreement and is incorporated into the Agreement. Interpretations and defined terms set forth in the Agreement apply to the interpretation of this Addendum.

1.3 The Appendix forms part of this Addendum and will have effect as if set out in full in the body of this Addendum. Any reference to this Addendum includes the Appendix.

1.4 In the case of conflict or ambiguity between:

(a) any of the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum will prevail; and

(b) any of the provisions of this Addendum and any appended SCC, the provisions of the executed SCC will prevail.

2. TRANSFERS OF PERSONAL DATA TO US

2.1 Where you are based in the EEA as a data controller and the United Kingdom has not been deemed to provide an adequate level of protection for personal data and has not implemented a program or certification that is recognised as providing an adequate level of protection in accordance with the EU GDPR, the SCCs are incorporated into the Agreement in full including its Annexes A and B and the following details:

(i) data exporter: you

(ii) data importer: us

(iii) data subjects: your personnel and any third-party data subjects (e.g., third-party domain name registrants) whose personal data is processed by us on your behalf (e.g., further to domain acquisition, domain disputes or domain name monitoring services)

(iv) purpose of transfer: the provision of services under our Agreement

(v) categories of data: as set out in Annex A of the SCCs

(vi) recipient: us as data importer and other entities authorised by the data importer, only as strictly required for legitimate business purposes and as permitted by Data Protection Laws.

(vi) special category data: not applicable

(vii) contact points:

For us:

legal@comlaude.com

For you:

As set out in the notice clause of the Agreement.

2.2 You agree to transfer Client Personal Data to us only when required for the provision of the services (for instance, where required by the particular domain name registry/SSL provider concerned or if required by the trademark clearinghouse). You agree to comply with the Data Protection Laws when transferring such Client Personal Data to us.

2.3 We shall process such Client Personal Data in accordance with the Data Protection Laws and in accordance with the SCCs and in particular in accordance with Annex A of the SCCs (as set out in the Appendix).

2.4 Personal data transferred from you to us is covered by the executed SCCs (where you are the data controller entity exporting Client Personal Data from the EEA to us in a third country).

2.5 You agree that the terms of the SCCs shall govern the export of Client Personal Data until such time as the European Commission adopts new standard contractual clauses (including for processor to processor transfers of personal data, to the extent you act as a EEA data processor rather than data controller) ("**New SCCs**"). Should these be adopted by the European Commission before the UK is granted an adequacy decision, we will take steps to incorporate the New SCCs into the Agreement by updating the Appendix available on our website and such New SCCs shall replace these SCCs.

3. STANDARD CONTRACTUAL CLAUSES

3.1 The parties hereby agree to enter into the SCCs and comply with their terms. The SCCs cover the transfer of Client Personal Data as set out in the Agreement and clause 2 of this Addendum.

3.2 The parties agree that the SCCs shall be governed by the laws of the EU/EEA country in which you (or the relevant entity in your corporate group) is established.

3.3 Under the SCCs you are the data exporter and we are the data importer as per our details in the Agreement.

3.4 The parties have completed all relevant details in the SCCs as appropriate to the Client Personal Data being transferred. The parties agree to amend and update these details as and when required to accurately reflect the transfer.

4. TERM AND TERMINATION

4.1 Should the United Kingdom not receive an EU adequacy decision or otherwise enter into an agreement with the European Union covering flows of personal data by 31 December 2020, this Addendum shall come into effect on 1 January 2021. The Addendum will remain in full force and effect during the term of the Agreement, subject to clause 4.2, and shall terminate upon the earliest of the following:

(a) on termination of the Agreement;

(b) the date on which the United Kingdom receives an adequacy decision from the European Commission; or

(c) the United Kingdom enters into an agreement with the European Union which covers the flow of personal data to the United Kingdom and which satisfies the requirements for safeguarding of personal data under Article 46 of the GDPR.

4.2 Any provision of this Addendum that expressly or by implication should come into or continue in force on or after termination of the Agreement to protect personal data will remain in full force and effect and in particular this Addendum shall continue for as long as we have any of your domain names or SSL certificates or other registration records involving the use of Client Personal Data under our management.

4.3 If a change in any Data Protection Laws prevents either party from fulfilling all or part of its Agreement obligations, the parties will suspend the processing of Client Personal Data until that processing complies with the new requirements.