

This Green Story Data Processing Addendum (“**Addendum**”) amends the Green Story Terms of Service (the “**Agreement**”) by and between you and Green Story Inc., a Canadian corporation with offices Green Story Inc., a Canadian corporation, with offices located at 130 King Street W, Suite 1885, Toronto, Ontario, M5X 1A9.

1. DEFINITIONS

1. “**Data Protection Legislation**” means European Union Regulation 2016/679 (the “General Data Protection Regulation”/“GDPR”) or California Civil Code Section 1798.100-1798.199 (the “California Consumer Privacy Act of 2018”), as applicable, and any legislation and/or regulation implementing or made pursuant to it, or which amends or replaces any of it, and any other applicable legislation;
2. “**Data Processor**”, “**Data Controller**”, “**Data Subject**”, “**Processing**”, “**Subprocessor**”, and “**Supervisory Authority**” shall be interpreted in accordance with the General Data Protection Regulation;
3. “**Service Provider**” shall be interpreted in accordance with the California Consumer Privacy Act of 2018;
4. “**Personal Data**” as used in this Addendum means information that relates to, or could reasonably be linked with, to an identifiable or identified Data Subject who visits or engages in transactions through your business (a “**Customer**”), which Green Story Processes as a Data Processor or Service Provider in the course of providing you with the Services. Notwithstanding the foregoing sentence, Personal Data does not include information that Green Story Processes in the context of services that it provides directly to a consumer, such as through its consumer-facing applications like SimpliZero People and SimpliZero Workforce.
5. “**Data Subject Request**” as used in this Addendum means a request for access, erasure, rectification, or portability of Customer’s Personal Data; and
6. All other capitalized terms in this Addendum shall have the same definition as in the Agreement.

2. DATA PROTECTION

1. Where a Data Subject is located in the European Economic Area, that Data Subject’s Personal Data will be Processed by Green Story Inc. as per GDPR. As part of providing the Services, this Personal Data may be transferred to other regions, including to Canada and the United States. Such transfers will be completed in compliance with relevant Data Protection Legislation.
2. When Green Story Processes Personal Data in the course of providing the Services, Green Story will:

- i. Process the Personal Data as a Data Processor and/or Service Provider, only for the purpose of providing the Services in accordance with documented instructions from you (provided that such instructions are commensurate with the functionalities of the Services), and as may subsequently be agreed to by you. If Green Story is required by law to Process the Personal Data for any other purpose, Green Story will provide you with prior notice of this requirement, unless Green Story is prohibited by law from providing such notice;
 - a. You acknowledge that Green Story acts as an independent Data Controller with regards to Customer Personal Data that it collects directly from consumers through its consumer-facing applications and services like SimpliZero People and SimpliZero Workforce.
 - ii. Notify you if, in Green Story's opinion, your instruction for the Processing of Personal Data infringes applicable Data Protection Legislation;
 - iii. Notify you promptly, to the extent permitted by law, upon receiving an inquiry or complaint from a Supervisory Authority relating to Green Story's Processing of the Personal Data;
 - iv. Implement reasonable technical and organizational measures enabling you to execute Data Subject Requests that you are obligated to fulfil;
 - v. Implement and maintain appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing of Personal Data, accidental loss, destruction, damage or theft of Personal Data and appropriate to the nature of the Personal Data which is to be protected;
 - vi. Upon request, provide reasonable information to help the Customer complete the Customer's data protection impact assessments.
 - vii. Notify you without undue delay upon becoming aware of and confirming any accidental, unauthorized, or unlawful processing of, disclosure of, or access to the Personal Data;
 - viii. Ensure that its personnel who access the Personal Data are subject to confidentiality obligations that restrict their ability to disclose the Customer Personal Data; and
 - ix. Upon termination of the Agreement, Green Story will promptly initiate its purge process to delete or anonymize the Personal Data within 1 year.
3. In the course of providing the Services, you acknowledge and agree that Green Story may use Subprocessors to Process the Personal Data. Green Story's use of any specific Subprocessor to process the Personal Data must be in compliance with Data Protection Legislation and must be governed by a contract between Green Story and Subprocessor that requires comparable protections to this Data

Processing Addendum. A current list of Subprocessors may be found online at: Green Story's subprocessors. If you object to the appointment of a Subprocessor you may terminate this agreement in accordance with our Terms of Service and your Green Story Plus Agreement, if applicable

3. MISCELLANEOUS

1. In the event of any conflict or inconsistency between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall prevail. For avoidance of doubt and to the extent allowed by applicable law, any and all liability under this Addendum, including limitations thereof, will be governed by the relevant provisions of the Agreement. You acknowledge and agree that Green Story may amend this Addendum from time to time by posting the relevant amended and restated Addendum on Green Story's website, available at Green Story Data Processing Addendum and such amendments to the Addendum are effective as of the date of posting. Your continued use of the Services after the amended Addendum is posted to Green Story's website constitutes your agreement to, and acceptance of, the amended Addendum. If you do not agree to any changes to the Addendum, do not continue to use the Service.
2. Save as specifically modified and amended in this Addendum, all of the terms, provisions and requirements contained in the Agreement shall remain in full force and effect and govern this Addendum. If any provision of the Addendum is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Addendum shall remain operative and binding on the parties.
3. The terms of this Addendum shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to principles of conflicts of laws. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Ontario with respect to any dispute or claim arising out of or in connection with this Addendum.

CORE GREEN STORY SUBPROCESSORS

Subprocessor	Service Provided	Corporate Headquarters	Data Processed
Green Story BV	Providing and improving the Green Story platform and other related services	Netherlands	Platform data as needed to provide platform functionality and customer service, as described in the Green Story Privacy Policy
Green Story Europe BV	Providing and improving the Green	Netherlands	Platform data as needed to provide platform functionality and

	Story platform and other related services		customer service, as described in the Green Story Privacy Policy
Simplizero sustainable solutions private limited	Providing and improving the Green Story platform and other related services	India	Platform data as needed to provide platform functionality and customer service, as described in the Green Story Privacy Policy

THIRD-PARTY SUBPROCESSORS

Green Story might also use third-party subprocessors in order to provide our services. Core subprocessors are those that we can't offer our service without. Additional subprocessors might apply if additional services are used. Transfers to third-party subprocessors are conducted under contract.

Need to use this list: [Privacy Policy of SimpliZero \(iubenda.com\)](https://www.iubenda.com/privacy-policy/simplizero)

Subprocessor	Service Provided	Data Processed
Amazon AWS	Cloud hosting	All platform data
Vercel	Cloud hosting	Information associated with delivery of website content
Google Cloud	Cloud hosting	Information associated with delivery and storage of website content
Chargebee	Billing Services	Information associated with customer billing
Google Maps	Mapping Services	Personal and location data necessary to surface mapping functionality
Google Analytics	Analytics services	Information associated with usage of the website features