

PointAnswer Data Processing Agreement

Effective as of 25th May 2018 and last updated on 6th Feb 2025

This Data Processing Agreement ("DPA") amends and supplements PointAnswer's Terms of Service ("ToS") and requires no further action on your part. If you do not agree to this DPA, you should discontinue the use of the PointAnswer service and cancel your account.

1. Scope and Applicability of this DPA

1.1 Applicability

This DPA applies where and only to the extent that PointAnswer processes Personal Data on behalf of the Customer in the course of providing the Services and such Personal Data is subject to Data Protection Laws of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom.

1.2 Role of the Parties

As between PointAnswer and Customers, Customers are the Data Controller of Personal Data, and PointAnswer shall process Personal Data only as a Data Processor acting on behalf of Customer.

1.3 Customer Processing of Data

Customer agrees that (i) it shall comply with its obligations as a Controller under Data Protection Laws in respect of its processing of Personal Data and any processing instructions it issues to PointAnswer; and (ii) it has provided notice and obtained (or shall obtain) all consents and rights necessary under Data Protection Laws for PointAnswer to process Personal Data and provide the Services pursuant to the Agreement and this DPA.

1.4 PointAnswer Processing of Personal Data

As a Processor, PointAnswer shall process Personal Data only for the following purposes: (i) processing to perform the Services in accordance with the Agreement; (ii) processing to perform any steps necessary for the performance of the Agreement; and (iii) to comply with other reasonable instructions provided by Customer to the extent they are consistent with the terms of this Agreement and only in accordance with Customer's documented lawful instructions. The

parties agree that this DPA and the Agreement set out the Customer's complete and final instructions to PointAnswer in relation to the processing of Personal Data and processing outside the scope of these instructions (if any) shall require prior written agreement between Customer and PointAnswer.

1.5 Compliance with Laws

Customers should ensure that their instructions comply with all laws, regulations and rules applicable in relation to controlled data. Moreover, customers should ensure that their controlled data is collected lawfully. PointAnswer will not access or use customer's data except as necessary to maintain or provide the services or as necessary to comply with the law or binding order of a governmental, law enforcement or regulatory body.

2. Details of Data Processing

2.1 Subject matter

The subject matter of the data processing under this DPA is Personal Data provided by Customer.

2.2 Duration

As between PointAnswer and Customer, the duration of the data processing under this DPA is until the termination of the Agreement in accordance with its terms.

2.3 Purpose

The purpose of the data processing under this DPA is the provision of the Services to the Customer and PointAnswer's obligations under the Agreement (including this DPA) or as otherwise agreed by the parties.

2.4 Categories of data subjects

Any individual accessing and/or using the Services through the Customer's account ("Users"); and any individual: (i) whose email address is included in the Customer's Distribution List, (ii) whose information is stored on or collected via the Services, or (iii) to whom Customers send emails or otherwise engage or communicate with via the Services (collectively, "Subscribers").

2.5 Nature of the Data

PointAnswer handles Personal Data provided by Customer. Such Personal Data may contain special categories of data depending on how the Services are used by Customer. The Personal Data may be subject to the following process activities: (i) storage and other processing necessary to provide, maintain and improve the Services provided to Customer; (ii) to provide customer and technical support to Customer; and (iii) disclosures as required by law or otherwise set forth in the Agreement.

2.6 PointAnswer Data

Notwithstanding anything to the contrary in the Agreement (including this DPA), Customer acknowledges that PointAnswer shall have a right to use and disclose data relating to and/or obtained in connection with the operation, support and/or use of the Services for its legitimate business purposes, such as billing, account management, technical support, product development and sales and marketing. To the extent any such data is considered personal data under Data Protection Laws, PointAnswer is the Controller of such data and accordingly shall process such data in compliance with Data Protection Laws.

3. Sub-Processors

3.1 Authorized Sub-Processors

Customer agrees that PointAnswer may engage Sub-Processors to process Personal Data on customer's behalf. The list of Sub-Processors currently engaged by PointAnswer is available on request.

3.2 Sub-Processor Obligation

PointAnswer shall: (i) enter into a written agreement with the Sub-Processor imposing data protection terms that require the Processor to protect the Personal Data to the standard required by Data Protection Laws; and (ii) remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Processor that cause PointAnswer to breach any of its obligations under this DPA.

4. Security

4.1 Security Measures

PointAnswer shall implement and maintain appropriate technical and organizational security measures to protect Personal Data from Security Incidents and to preserve the security and confidentiality of the Personal Data.

4.2 Confidentiality of Processing

PointAnswer shall ensure that any person who is authorized by PointAnswer to process Personal Data (including its staff, agents and subcontractors) shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).

4.3 Security Incident Response

Upon becoming aware of a Security Incident, PointAnswer shall notify Customer without undue delay and shall provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by Customer.

5. International Transfers

5.1 Processing Locations

PointAnswer stores and hosts all our servers in data centers located inside European Union (EU). Personal Data may be transferred and processed in the United States and anywhere in the world where Customer, its Affiliates and/or its Sub-processors maintain data processing operations. OnVoard shall implement appropriate safeguards to protect the Personal Data, wherever it is processed, in accordance with the requirements of Data Protection Laws.

5.2 Transfer Mechanism

Notwithstanding Section 5.1, to the extent PointAnswer processes or transfers (directly or via onward transfer) Personal Data under this DPA from the European Union, the European Economic Area and/or their member states and Switzerland ("EU Data") in or to countries which do not ensure an adequate level of data protection within the meaning of applicable Data Protection Laws of the foregoing territories, the parties agree that PointAnswer shall be deemed to provide appropriate safeguards for such data. Customer hereby authorizes any transfer of EU

Data to, or access to EU Data from, such destinations outside the EU subject to any of these measures having been taken.

6. Deletion of Data

6.1 Termination of Services

Upon termination of the Services, all Personal Data shall be deleted, save that this requirement shall not apply to the extent PointAnswer is required by applicable law to retain some or all of the Personal Data, or to Personal Data it has archived on back-up systems, which such Personal Data PointAnswer shall securely isolate and protect from any further processing, except to the extent required by applicable law.

7. Cooperation

7.1 Accessing Personal Data

To the extent that Customer is unable to independently access the relevant Personal Data within the Services, PointAnswer shall (at Customer's expense) taking into account the nature of the processing, provide reasonable cooperation to assist Customer by appropriate technical and organizational measures, in so far as is possible, to respond to any requests from individuals or applicable data protection authorities relating to the processing of Personal Data under the Agreement. In the event that any such request is made directly to PointAnswer, PointAnswer shall not respond to such communication directly without Customer's prior authorization, unless legally compelled to do so. If PointAnswer is required to respond to such a request, PointAnswer shall promptly notify Customer and provide it with a copy of the request unless legally prohibited from doing so.

7.2 Data Request

To the extent PointAnswer is required under Data Protection Law, PointAnswer shall (at Customer's expense) provide reasonably requested information regarding PointAnswer's processing of Personal Data under the Agreement to enable the Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by law.

The parties hereby agree:

Customer: [_____]


Signature: _____

Name: _____

Title: _____

Date: _____

Processor: PointAnswer

Signature: 

Name: Ryan Liao

Title: Founder

Date: 6th Feb 2025