
ADOC Solutions Terms of Service

The following document outlines the terms of use of the ADOC Solutions' website. You can also review our Privacy Policy, which outlines our practices towards handling any personal information that you may provide to us;

Before using any of the ADOC Solutions' services, you are required to read, understand and agree to these terms. You may only cooperate with us after reading and accepting these terms. THE LEGAL AGREEMENTS SET OUT BELOW GOVERN YOUR USE OF THE ADOC SOLUTIONS SERVICES ("SERVICES"). BY USING THE ADOC SOLUTIONS SERVICES YOU AGREE TO THESE TERMS, AS SUCH MAY BE AMENDED FROM TIME TO TIME AT ADOC SOLUTION'S ABSOLUTE DISCRETION. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THE SERVICES.

1. ACCEPTANCE OF TERMS

The web pages available at adocsolutions.com and all linked pages ("Site"), are owned and operated by ADOC International Trading WLL ("ADOC Solutions") and are accessed by you under the Terms of Service described below ("Terms").

Please read these terms carefully before using the services. By accessing the site, viewing any content or using any services available on the site (as each is defined below) you are agreeing to be bound by these terms, which together with our Privacy policy, governs our relationship with you in relation to the site. If you disagree with any part of the terms then you may not access the site.

2. DESCRIPTION OF SERVICE

The Site is an online service that offers email support to individuals and businesses on online automation tools. Services include, but are not limited to, any service and/or content ADOC Solutions makes available to or performs for you, as well as the offering of any materials displayed, transmitted or performed on the Site or through the Services.

Your access to and use of the Site may be interrupted from time to time as a result of equipment malfunction, updating, maintenance or repair of the Site or any other reason within or outside the control of ADOC Solutions. ADOC Solutions reserves the right to amend, suspend or discontinue the availability of the Site and/or any Service and/or remove any Content at any time at its sole discretion and without prior notice.

3. PARTNERSHIP

Services are available only to legal entities and to individuals who are at least 18 years old. The term “you” or “your” as used herein shall at all times include the individual or legal entity which has subscribed to the ADOC Solutions Services hereunder, including but not limited to any and all persons and/or legal entities with which it is affiliated and/or associated, and their respective directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns.

4. PAYMENT

You agree that you will pay for the Services, and that ADOC Solutions may charge your payment method for any services purchased and for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with your party’s agreement. **YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING**

ADOC SOLUTIONS WITH A VALID PAYMENT METHOD FOR PAYMENT OF ALL FEES.

Your total price will include the price of the product but expressly excludes any applicable taxes; such service tax is based on the bill-to address and the applicable tax rate in effect at the time you use the Services. We will charge tax only in such jurisdictions where the Services are taxable.

Prices for the Services may change at any time at ADOC Solutions' sole and exclusive discretion. The Services do not provide price protection or refunds in the event of a price reduction or promotional offering.

5. USE OF SERVICES AND SUBSCRIBED CONTENT

You agree that the Service may include security technology that limits your use and that you shall use the Service in compliance with the applicable usage rules established by ADOC Solutions and its licensors ("Usage Rules"), and that any other use may constitute a copyright infringement. ADOC Solutions reserves the right to modify the Usage Rules at any time. You agree not to violate, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security technology related to such Usage Rules for any reason—or to attempt or assist another person to do so. Usage Rules may be controlled and monitored by ADOC Solutions for compliance purposes, and ADOC Solutions reserves the right to enforce the Usage Rules without notice to you. You agree not to access the Service by any means other than through software that is acceptable to ADOC Solutions. Violations of system or network security may result in civil or criminal liability.

6. RELEASE AND INDEMNITY

You hereby expressly and irrevocably release and forever discharge ADOC Solutions, its affiliated and associated companies, and their respective directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns of and from any and all actions, causes of action, suits, proceedings, liability, debts, judgments, claims and demands whatsoever in law or equity which you ever had, now have, or hereafter can, shall or may have, for or by reason of, or arising directly or indirectly out of your use of the Site and the Services.

You hereby agree to indemnify and hold harmless ADOC Solutions, its affiliated and associated companies, and their respective directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, punitive, exemplary and indirect damages), and reasonable attorneys' fees, relating to, resulting from or arising out of, in whole or in part (i) any breach of these Terms, whether or not deemed to be material or immaterial; (ii) the use of or reliance upon the Services, by you or any person acting on your behalf or using your party.

7. LIMITATION OF LIABILITY

In no event shall ADOC Solutions be liable to your party under any legal or equitable theory, including but not limited to contract, tort, strict liability, negligence, common law or with respect to the site, the service or any content (i) for any lost profits, loss of use, or actual, special, indirect, incidental, punitive, or consequential damages of any kind whatsoever. You understand that your sole remedy for any damages you allege have been sustained as a result of the Services is to cancel your subscription.

ADOC SOLUTIONS AND THEIR LICENSEES, AFFILIATES, AND LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, SHALL BE YOUR ABILITY TO TERMINATE THE SERVICE EFFECTIVE UPON RECEIPT BY ADOC SOLUTIONS OF YOUR WRITTEN NOTICE OF TERMINATION, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

8. INTELLECTUAL PROPERTY

ADOC Solutions, adocsolutions.com and other ADOC International Trading WLL's graphics, logos, designs, page headers, button icons, scripts, service names and any other intellectual property are the sole and exclusive intellectual property of ADOC Solutions. ADOC Solutions' intellectual property may not be used in connection with any product or service without the prior written consent of ADOC Solutions. Notwithstanding the foregoing, the images and icons available in the ADOC Solutions Press Kit may be used by partners and approved third party sites in connection with providing appropriate links to the ADOC Solutions Site.

9. CLIENT TASK REQUESTS & REASONABLE USE

Task requests must be requested through the proper channels to be received and responded to in a reasonable amount of time. To request tasks please email clients@adocsolutions.com.

10. NATURE OF REQUESTS

ADOC Solutions reserves a right to audit all incoming requests and orders. Hereby, ADOC Solutions also reserve a right to not agree to a completion of

any incoming requests, if they so choose due to incompetence or unreasonable expectation. If such request comes after a deposit is paid, ADOC Solutions is required to refund the sent funds.

11. OWNERSHIP, TRADEMARKS & PROVIDED ASSETS

You own all graphics and files we create during any month paid in full. You will provide all content/copy to be used in our tasks. You agree that any materials provided to are proofed and approved to be used in your tasks and are not owned or trademarked by a different entity. You are responsible that any materials provided can be legally used in our tasks. We are not liable for the materials you provide as it pertains to license or trademark issues and you represent to ADOC Solutions that all materials provided do not infringe on the intellectual property rights of third parties.

You agree to indemnify, defend, and hold harmless ADOC Solutions and its affiliates, officers, members, managers, agents, successors and assigns (the "Indemnified Parties") from and against all claims, demands, liabilities, damages, and costs including, without limitation, its reasonable attorneys' fees, arising out of or relating to (i) your breach of any of the terms of this Agreement, (ii) your use of the services provided pursuant to the Site, and (iii) infringement of third party's intellectual property rights or other proprietary rights.

12. SAMPLE WORK

By default, you agree to provide ADOC Solutions with a non-exclusive right and license to publish your work in our portfolio, social media or other

communication efforts. If you would like to revoke this right, please notify our team in writing to clients@adocsolutions.com.

13. THIRD-PARTY MATERIALS

Certain services available may include materials from third parties. ADOC Solutions may provide links to third-party websites as a convenience to you. You agree that ADOC Solutions is not responsible for examining or evaluating the content or accuracy and does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that ADOC Solutions is not in any way responsible for any such use by you.

14. UNLIMITED AND REASONABLE USE

The term “unlimited” is subject to a reasonable use clause. The definition of reasonable use is determined by ADOC Solutions management, at its sole and exclusive discretion. Customers deemed to be abusing the ADOC Solutions service will be contacted by the ADOC Solutions management. ADOC Solutions management retains the sole and absolute discretion to suspend service to you if we deem necessary.

15. TERMINATION & CANCELLATION

Cancellation can occur at any time. You are never required to stay with us – in fact, we’d prefer you have the option to leave if you are unhappy with our service and give us feedback on how we can serve you better.

ADOC Solutions may terminate or suspend any and all Services and/or your ADOC Solutions subscribed software immediately, without prior notice or liability, for any reason whatsoever, or for no reason, including without limitation if you breach the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

If you wish to terminate your ADOC Solutions subscribed software, you must contact us through clients@adocsolutions.com with your termination request with a notice period of no less than 30 business days before the end of your contract's billing period. Upon termination of your contract, your right to use the Services will, unless notified otherwise by ADOC Solutions, cease at the end of the current billing period immediately following your termination request. If you choose not to make use of the Services for the duration of the notice period it shall not absolve you of your obligation to pay fees for the remainder of the notice period or entitle you to a refund of any fees already paid.

You can contact us through the contact page or clients@adocsolutions.com to issue a termination request.

16. CHANGE

ADOC Solutions reserves the right, at its sole discretion, to modify or replace the terms at any time. If the alterations constitute a material change to the terms, ADOC Solutions will notify you by posting an announcement on the site. What constitutes a material change will be determined at ADOC Solutions' sole discretion. You shall be responsible for reviewing and becoming familiar with any such modifications. Using any service or viewing any content following notification of a material change to the terms shall constitute your acceptance of the Terms as modified.

17. MISCELLANEOUS

No agency, partnership, joint venture, or employment is created as a result of the Terms and you do not have any authority of any kind to bind ADOC Solutions in any respect whatsoever. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. ADOC Solutions shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond ADOC Solutions' reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). If any provision of the Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable. ADOC Solutions' may transfer, assign or delegate the Terms and its rights and obligations without your consent. The Terms shall be governed by and construed in accordance with the laws of the Kingdom of Bahrain. Both parties agree that the Terms is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Terms, and that all modifications must be in a writing signed by both parties, except as otherwise expressly provided herein.

18. DATA PROCESSING ADDENDUM

This Data Processing Addendum (this "DPA"), effective as of the DPA Effective Date (defined below), is entered into by and between ADOC International Trading WLL (ADOC Solutions' parent company's registered name; "we", or "us") and the customer that electronically accepts or otherwise agrees or opts-in to this DPA ("Customer", or "you").

You have entered into one or more agreements with us (each, as amended from time to time, an “Agreement”) governing the provision of the ADOC Solutions Services, described in further detail at adocsolutions.com (the “Service”). This DPA will amend the terms of the Agreement to reflect the parties’ rights and responsibilities with respect to the processing and security of Customer’s data under the Agreement. If you are accepting this DPA in your capacity as an employee, consultant or agent of Customer, you represent that you are an employee, consultant or agent of Customer, and that you have the authority to bind Customer to this DPA.

Definitions

The following definitions apply to this DPA:

“Alternative Transfer Solution” means a solution, other than the Model Contract Clauses, that enables the lawful transfer of personal data to a third country in accordance with Article 45 or 46 of the GDPR (for example, the EU-U.S. Privacy Shield).

“Customer Data” means data you submit to, store on, or send to us via the Service.

“Data Incident” means a breach of ADOC Solutions’ security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data on systems that are managed and controlled by ADOC Solutions. Data Incidents will not include unsuccessful attempts or activities that do not compromise the security of Customer Data, including, without limitation, pings, port scans, denial of service attacks, network attacks on firewall or networked systems, or unsuccessful login attempts.

“DPA Effective Date” means either (i) May 25, 2018, if the date on which you electronically accept or otherwise agree or opt-in to this DPA is prior to that

date; or (ii) the date on which you electronically accept or otherwise agree or opt-in to this DPA, if that date is after May 25, 2018.

“EEA” means the European Economic Area.

“European Data Protection Legislation” means, as applicable: (a) the GDPR; and/or (b) the Federal Data Protection Act of 19 June 1992 (Switzerland).

“GDPR” means 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.

“Model Contract Clauses” or “MCCs” means the standard data protection clauses for the transfer of personal data to processors established in third countries that do not ensure an adequate level of data protection, as described in Article 46 of the GDPR.

“Non-European Data Protection Legislation” means data protection or privacy legislation other than the European Data Protection Legislation.

“Notification Email Address” means the email address(es) that you designate to receive notifications when you create an account to use the Service. You agree that you are solely responsible for ensuring that your Notification Email Address is current and valid at all times.

“Personal Data” means any personal data (as that term is defined by European Data Protection Legislation) contained within the Customer Data.

“Subprocessor” means a third party that we use to process Customer Data in order to provide parts of the Service and/or related technical support.

“Term” means the period from the DPA Effective Date until the date the Agreement terminates or expires.

The terms “personal data”, “sensitive personal data” “data subject”, “processing”, “controller”, “processor” and “supervisory authority” as used in this DPA have the meanings given in the GDPR, and the terms “data importer” and “data exporter” have the meanings given in the MCCs, in each case irrespective of whether the European Data Protection Legislation or Non-European Data Protection Legislation applies.

Data Processing

Roles, Compliance and Authorization

Processor and Controller Responsibilities: If European Data Protection Legislation applies to the processing of Customer’s Personal Data, the parties acknowledge and agree as follows: (i) that the subject matter and details of the processing are described in Appendix 1 hereto; (ii) that ADOC Solutions is a processor of Customer’s Personal Data under European Data Protection Legislation; (iii) that you are a controller or processor, as applicable, of the Personal Data under European Data Protection Legislation; and (iv) that each of us will comply with our obligations under applicable European Data Protection Legislation with respect to the processing of the Personal Data.

Authorization by Third Party Controller: If European Data Protection Legislation applies to the processing of Personal Data and you are a processor of the Personal Data, you warrant to us that your instructions and actions with respect to that Personal Data, including your appointment of ADOC Solutions as a subprocessor, have been authorized by the relevant controller.

Responsibilities Under Non-European Legislation: If Non-European Data Protection Legislation applies to either party’s processing of Personal Data, the parties acknowledge and agree that each of us will comply with any applicable obligations under that legislation with respect to the processing of Personal Data.

Scope of Processing

Customer Authorization: By entering into this DPA, you hereby authorize and instruct us to process the Personal Data: (i) to provide the Service, and related technical support; (ii) as otherwise permitted or required by your use of the Service and/or your requests for technical support; (iii) as otherwise permitted or required by the Agreement, including this DPA; and (iv) as further documented in any other written instructions that you give us, provided we acknowledge those instructions in writing as constituting processing instructions for the purposes of this DPA. We will not process the Personal Data for any other purpose, unless required to do so by applicable law or regulation.

Authorized Users: By entering into this DPA, if you invite or are invited to join an contract as an Authorized User, and you accept the invitation, you are agreeing that certain parts of your information will be shared with the contract holder and other members within the contract. In particular, the contract holder and other contract members will have access to your name, email address, avatar (if any) and visibility of any and all communication you make within the Service. Any information you create or provide as an Authorized User in an contract, including Customer Data you provide, will be available to some or all members of that contract. You are solely responsible for any information you share in this contract, which is posted at your own risk.

Prohibition on Sensitive Data. You will not submit, store, or send any sensitive data or special categories of Personal Data (collectively, "Sensitive Data") to us for processing, and you will not permit nor authorize any of your employees, agents, contractors, or data subjects to submit, store, or send any Sensitive Data to us for processing. You acknowledge that we do not request or require Sensitive Data as part of providing the Service to you, that we do not wish to receive or store Sensitive Data, and that our obligations in this DPA will not apply with respect to Sensitive Data.

Deletion

Deletion During Term: We will enable you to delete Personal Data during the Term in a manner that is consistent with the functionality of the Service. If you

use the Service to delete any Personal Data in a manner that would prevent you from recovering the Personal Data at a future time, you agree that this will constitute an instruction to us to delete the Personal Data from our systems in accordance with our standard processes and applicable law. We will comply with this instruction as soon as reasonably practicable, but in all events in accordance with applicable law.

Deletion When Term Expires: When the Term expires, we will either destroy or return to you any Customer Data in our possession or control. This requirement will not apply to the extent that we are required by applicable law to retain some or all of the Customer Data, in which event we will isolate and protect the Customer Data from further processing except to the extent required by law. You acknowledge that you will be responsible for exporting, before the Term expires, any Customer Data you want to retain after the Term expires.

Data Security

Security Measures: We will implement and maintain appropriate technical and organizational measures to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access (collectively, the "Security Measures"). The Security Measures will have regard to the state of the art, the costs of implementation, and nature, scope, context and purposes of the processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. The Security Measures will include, as appropriate: (i) the pseudonymization and/or encryption of Personal Data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of data processing systems and services; (iii) the ability to restore the availability and access to Personal Data in a timely manner, in the event of a Data Incident; and (iv) a process for regularly testing, accessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of data processing. We may update or modify the Security Measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the Service.

Security Compliance by our Staff: We will take appropriate steps to ensure that our employees, contractors, and Subprocessors comply with the Security Measures to the extent applicable to their scope of performance, including ensuring that all persons authorized to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligations of confidentiality.

Data Incidents: If we become aware of a Data Incident, we will notify you promptly and without undue delay, and will take reasonable steps to minimize harm and secure Customer Data. Any notifications that we send you will be sent to your Email Address (stated in the contract) and will describe, to the extent possible, the details of the Data Incident, the steps we have taken to mitigate the potential risks, and any suggestions we have for you to minimize the impact of the Data Incident. We will not assess the contents of any Customer Data in order to identify information that may be subject to specific legal requirements. You are solely responsible for complying with any incident notification laws that may apply to you, and to fulfilling any third party notification obligations related to any Data Incident(s). Our notification of or response to a Data Incident under this Section will not constitute an acknowledgement of fault or liability with respect to the Data Incident.

Your Security Responsibilities: You agree that, without prejudice to our obligations: (i) you are solely responsible for your use of the Service, including making appropriate use of the Service to ensure a level of security appropriate to the risk in relation to Customer Data, securing any contract authentication credentials, systems, and devices you use to use the Service. You understand and agree that we have no obligation to protect Customer Data that you elect to store or transfer outside of our or our Subprocessors' systems (e.g., offline or on-premise storage). You are solely responsible for evaluating whether the Service and our commitments under this Section 4 meet your needs, including with respect to your compliance with any of your security obligations under European Data Protection Legislation and/or Non-European Data Protection Legislation, as applicable. You acknowledge and agree that – taking into account the state of the art, the costs of implementation, and the nature,

scope, context and purposes of the processing of Personal Data, as well as the risks to individuals – the Security Measures that we implement in this DPA provide a level of security appropriate to the risk in respect to the Customer Data.

Audit Rights: If European Data Protection Legislation applies to the processing of Personal Data, we will allow an internationally-recognized independent auditor that you select to conduct audits to verify our compliance with our obligations in this DPA. You must send any requests for audits under this Section to client@adocsolutions.com. Following our receipt of your request, the parties will discuss and agree in advance on the reasonable start date, scope, duration, and security and confidentiality controls applicable to the audit. You will be responsible for any costs associated with the audit. You agree not to exercise your audit rights more than once in any twelve (12) calendar month period, except (i) if and when required by a competent data protection authority; or (ii) an audit is necessary due to a Data Incident.

Data Subject Rights; Data Export

Access; Rectification; Restricted Processing; Portability. During the Term, we will, in a manner consistent with the functionality of the Service, enable you to: (i) access the Customer Data; (ii) rectify inaccurate Customer Data; (iii) restrict the processing of Customer Data; (iv) delete Customer Data; and (v) export Customer Data.

Cooperation; Data Subjects' Rights: We will provide you, at your expense, with all reasonable and timely assistance to enable you to respond to: (i) requests from data subjects who wish to exercise any of their rights under European Data Protection Legislation; and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Customer Data. In the event that any such request, correspondence, enquiry or complaint is made directly to us, we will promptly inform you of it via your Email Address (as stated in the contract) and provide you with as much detail as reasonably possible.

Data Transfers

Data Storage and Processing Facilities: You agree that we may, subject to Section 6.2, store and process Customer Data in the United States and any other country in which we or our Subprocessors maintain facilities.

Transfers of Data out of the EEA; Your Responsibilities: If the storage and/or processing of Personal Data as described in Section 6.1 involves transfers of Personal Data out of the EEA and European Data Protection Legislation applies to the transfers of such data (collectively, "Transferred Personal Data"), we will, at our sole discretion, either (i) ensure that we (as the data importer) have entered into MCCs with you (as the data exporter), and that the transfers are made in accordance with the MCCs; or (ii) ensure that the transfers are made in accordance with an Alternative Transfer Solution. With respect to Transferred Personal Data, you agree that if we reasonably require you to enter into MCCs with respect to such transfers as required by European Data Protection Legislation, you will promptly do so; similarly, if we reasonably require you to use an Alternative Transfer Solution and we request that you take any action (including, without limitation, execution of documents) required to give full effect to that solution, you will promptly do so.

Subprocessors

Consent to Engagement: You specifically authorize us to engage third parties as Subprocessors. Whenever we engage a Subprocessor, we will enter into a contract with that Subprocessor to help ensure that the Subprocessor only accesses and uses Customer Data to the extent required to perform the obligations subcontracted to it, and does so in accordance with the Agreement and this DPA.

Types of Subprocessors: A list of types of Sub Processors we use are: Web Hosting Companies, Freelancers & Subcontractor Designers, Developers and Customer Service reps. We will update this list from time to time, as our Subprocessors change.

Objections; Sole Remedy: Within ninety (90) days of our engagement of any Subprocessor (as determined by the date that we update the list of Subprocessors described in Section 7.2, above), you have the right to object to the appointment of that Subprocessor by providing documentary evidence that reasonably shows that the Subprocessor does not or cannot comply with the requirements set forth in this DPA (each, an “Objection”). If we do not remedy or provide a reasonable workaround for your Objection within a reasonable time, you may, as your sole remedy and our sole liability for your Objection, terminate the Agreement for your convenience, and without further liability to either party. We will not owe you a refund of any fees you have paid in the event you decide to terminate the Agreement pursuant to this Section.

Additional Information

You acknowledge that we are required under European Data Protection Legislation (i) to collect and maintain records of certain information, including, among other things, the name and contact detail of each processor and/or controller on whose behalf we are acting and, where applicable, of such processor’s or controller’s local representative and data protection officer; and (ii) to make such information available to the supervisory authorities.

Accordingly, if European Data Protection Legislation applies to the processing of Personal Data, you will, when requested, provide this additional information to us, and ensure that the information is kept accurate and up-to-date.

Data Protection Impact Assessment

If we believe or become aware that our processing of Customer Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, we will promptly inform you of that risk, and provide you with reasonable and timely assistance as you may require in order to conduct a data protection impact assessment and, if necessary, consult with the relevant data protection authority.

Miscellaneous

There are no third party beneficiaries to this DPA. Except as expressly provided herein, nothing in this DPA will be deemed to waive or modify any of the

provisions of the Agreement, which otherwise remains in full force and effect. Specifically, nothing in this DPA will affect any of the terms of the Agreement relating to ADOC Solutions' limitations of liability, which will remain in full force and effect. If you have entered into more than one Agreement with us, this DPA will amend each of the Agreements separately. In the event of a conflict or inconsistency between the terms of this DPA and the terms of the Agreement, the terms of this DPA will control.

Appendix 1 to Data Processing Addendum

Subject Matter: ADOC Solutions' provision of the Service to the Customer, and related customer support.

Processing Duration: Throughout the Term of the Agreement.

Nature and Purpose of the Processing: ADOC Solutions will process Personal Data submitted to, stored on, or sent via the Service for the purpose of providing the Service and related technical support in accordance with this DPA.

Categories of Data: Personal data submitted to, stored on, or sent via the Service may include, without limitation, the following categories of data: IP addresses, browser agents, email addresses, postal address, full names, browser and operating system identifiers, and any other personal data that Customer chooses to send us or give us access to related during the course of our provision of the Service and technical support.

Data Subjects: Personal data submitted, stored, sent or received via the Service may concern the following categories of data subjects, without limitation: Customer's employees, contractors, and agents; the personnel of Customer's customers, suppliers and subcontractors; and any other person who transmits data via the Service.

Last Updated: December, 2023