## Data Processing Agreement

 This Crossword Data Processing Agreement reflects the parties’ agreement with respect to the Processing of Personal Data by Crossword on behalf of Customer in connection with the Rizikon Assurance Services under the [RA Terms of Service](https://legal.hubspot.com/terms-of-service?hsLang=fr) between Crossword and Customer (the “Agreement”).

This DPA forms an integral part of the Agreement. In case of any conflict or inconsistency with other terms of the Agreement, this DPA shall take precedence over the terms of the Agreement to the extent of such conflict or inconsistency.

Any personal data Crossword processes on Customer’s behalf shall be processed in accordance with this DPA.

1. Definitions:
	1. Words and phrases used in this DPA shall have the same meaning as in the Main Terms.
	2. The definitions and interpretations of the Data Protection Act 2018, General Data Protection Regulation of the European Union and other data protection laws applicable and relevant to the Services shall apply to this DPA.
2. Authority

Where necessary to enable Crossword to deliver the Services, for such purposes during the term of this Agreement Crossword shall have Customer’s authority to process on Customer’s behalf personal data (including personal names, email addresses and log-in passwords) relating to Authorised Users or other individuals whose identity has been requested as part of an Assessment. When Crossword does so, Crossword shall take appropriate technical and organisational measures designed to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. In particular, Crossword shall act only on Customer’s instructions.

1. Customer Responsibilities
2. Compliance with Laws. Within the scope of the Agreement and in its use of the services, Customer shall be responsible for complying with all requirements that apply to it under applicable Data Protection Laws with respect to its Processing of Personal Data and the Instructions it issues to Crossword. In particular Customer agrees that it shall be solely responsible for:
3. the accuracy, quality, and legality of Customer Data and the means by which Customer acquired Personal Data;
4. complying with all necessary transparency and lawfulness requirements under applicable Data Protection Laws for the collection and use of the Personal Data, including obtaining any necessary consents and authorizations (particularly for use by Customer for marketing purposes);
5. ensuring it has the right to transfer, or provide access to, the Personal Data to Crossword for Processing in accordance with the terms of the Agreement (including this DPA);
6. ensuring that its Instructions to Crossword regarding the Processing of Personal Data comply with applicable laws, including Data Protection Laws; and
7. complying with all laws (including Data Protection Laws) applicable to any emails or other content created, sent or managed through the Services, including those relating to obtaining consents (where required) to send emails, the content of the emails and its email deployment practices.
8. Credit Information: Customer agrees to comply with all applicable laws in relation to Credit Information it receives, including data protection laws. Specifically, in relation to any personal data obtained by Customer pursuant to use of Credit Information:
	* 1. Customer is responsible for establishing and recording a lawful basis for processing such personal data;
		2. Customer will notify Crossword without delay upon becoming aware of a security breach to such personal data;
		3. Customer shall not transfer any such personal data outside the  European Economic Area unless the transferor complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller) and ensures that the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR, and that either there are appropriate safeguards in place pursuant to Article 46 of the GDPR, or that one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.
		4. Customer shall take appropriate technical and organisational measures designed to protect against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of, or damage to it. Customer will notify Crossword without delay upon becoming aware of a security breach to any personal data.
9. Customer shall inform Crossword without undue delay if it is not able to comply with its responsibilities under this Clause 2, or applicable Data Protection Laws.
10. . Crossword Obligations
	1. Compliance with Instructions. Crossword shall only Process Personal Data for the purposes described in this DPA or as otherwise agreed within the scope of Customer’s lawful Instructions, except where and to the extent otherwise required by applicable law. Crossword is not responsible for compliance with any Data Protection Laws applicable to Customer or Customer's industry that are not generally applicable to Crossword.
	2. Crossword shall ensure that persons Crossword authorises to process personal data are subject to appropriate confidentiality restrictions.
	3. Crossword shall assist Customer to fulfill Customer’s obligations to data subjects exercising their rights under the law, and in meeting Customer’s legal obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments.
11. Upon termination of the Agreement Crossword shall delete all personal data, unless Crossword is required by applicable law to retain certain data. If Customer request, within 30 days following termination of this Agreement, that Crossword give Customer a copy of such personal data, Crossword shall do so prior to deletion.
12. On the Customer’s request, Crossword shall, at its own cost, make available to the Customer, all information necessary to demonstrate its compliance with this Agreement and shall allow for and contribute to audits, including, without limitation, inspections, conducted by the Customer or another auditor mandated by the Customer, of its processing of personal data and its compliance with this Agreement.
13. Crossword shall not transfer any personal data outside of the European Economic Area without Customer’s prior written consent.
14. Crossword shall tell Customer without delay if Crossword is asked to do something infringing any applicable data protection law.
15. Limitation of Liability.

 Each party's liability, taken in aggregate, arising out of or related to this DPA whether in contract, tort or under any other theory of liability, shall be subject to the limitations and exclusions of liability set out in the section of the Main Terms entitled 'Limitation of Liability'

1. Amendments.

Crossword reserves the right to make any updates and changes to this DPA. The terms that of Section 17 “Amendment” of the Main Terms of the Agreement shall apply.