

Data Processing Agreement

This Data Processing Agreement ('DPA') forms part of the Agreement referenced in the Order Form between Happydance and the Customer. By signing the Order Form or using the Platform, the Customer agrees to be bound by this DPA.

In the event of conflict between this DPA and the Agreement, the terms of this DPA shall prevail in respect of the processing of Personal Data.

1. Definitions

"Agreement" means the master services agreement, terms and conditions, or other agreement entered into between Happydance and the Customer for provision of the Platform and Services.

"Data Protection Legislation" means all applicable laws and regulations relating to the processing of personal data or personal information, including (as applicable): the UK GDPR, the EU GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003, the California Consumer Privacy Act as amended by the California Privacy Rights Act ("CCPA/CPRA"), and any similar federal or state privacy laws in the United States, in each case as amended, replaced or supplemented from time to time.

"UK GDPR" has the meaning given in section 3(10) of the Data Protection Act 2018, as supplemented by section 205(4) of that Act.

"EU GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679).

"Controller, Processor, Data Subject, Personal Data, Personal Data Breach, and Supervisory Authority" shall each have the meaning given under Data Protection Legislation.

2. Roles of the Parties

2.1. The parties acknowledge that, for the purposes of Data Protection Legislation:

- a) where Happydance processes Personal Data of Customer's employees, candidates, or other personnel in connection with providing the Platform or related services (including transient CV parsing), Happydance acts as a Processor and Customer acts as a Controller; and
- b) where Happydance processes its own business contact data (e.g. Customer's account contacts), Happydance acts as a Controller in its own right.

3. US Customers

3.1. Where the Customer is established in the United States, or processes Personal Data relating to US residents:

- a) Happydance shall act as a "Service Provider" (as defined under CCPA/CPRA) to the extent it processes Personal Information on behalf of the Customer.
- b) Happydance shall not "sell" or "share" Personal Information (as those terms are defined under CCPA/CPRA).
- c) Happydance shall process Personal Information only for the business purposes of providing the Platform and Services, and only in accordance with Customer's instructions.
- d) The parties shall comply with US state privacy laws, including, without limitation, the Data Protection Legislation, to the extent they apply to their respective Processing activities.

4. Scope of Processing

- 4.1. The subject matter, nature, and purpose of the processing are the provision, operation, maintenance, and improvement of the Platform and related professional services.
- 4.2. The categories of Personal Data typically processed may include:
- a) Employees / Admin users (CMS): email address (mandatory); name (optional). Role/title is not collected.
 - b) Candidates:
 - For job alerts - email address only
 - Where apply overlay functionality is enabled - name, email, and other application data may be transiently processed to pass securely into the Customer's ATS, but are not stored by Happydance.
 - c) Job data: may vary by Customer but typically includes job title, description, requisition ID, team and location.
 - d) Analytics: platform analytics are not designed to capture personally identifiable information (PII).
 - e) Authentication: where single sign-on (SSO) is used, identifiers necessary to authenticate and grant access to the CMS (e.g. email address and login credentials) may be processed.
- 4.3. Categories of Data Subjects include Customer's employees, contractors, candidates, job applicants, Careers Website end users and such other individuals as may be entered into the Platform by or on behalf of the Customer.
- 4.4. Location: Personal Data will be hosted in locations depending on Customer location as follows:
- a) USA (Primary): Central US & East US
 - b) USA (Failover): West US
 - c) UK (Primary): UK South
 - d) UK (Failover): North Europe (Ireland)
 - e) EU (Primary): Germany West Central
 - f) EU (Failover): France Central
- 4.5. Processing will continue for the duration of the Agreement and thereafter in accordance with clause 5e) below.

5. Happydance's Obligations as Processor

When acting as Processor, Happydance shall:

- a) process Personal Data only on documented instructions from Customer (unless required by law);
- b) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk;
- c) ensure that persons authorised to process Personal Data are subject to confidentiality obligations;
- d) notify Customer without undue delay after becoming aware of a Personal Data Breach;
- e) on termination or expiry of the Agreement, delete or return Personal Data (at Customer's choice) save where retention is required by law;
- f) maintain records to demonstrate compliance and allow for audits once per year on reasonable notice, during normal business hours, subject to confidentiality and Customer bearing Happydance's reasonable costs; and
- g) engage sub-processors only in accordance with clause 8.

6. Customer Obligations as Controller

Customer shall ensure that:

- a) it has an appropriate lawful basis under Data Protection Legislation for processing and supplying the Personal Data to Happydance;

- b) it has provided all required privacy notices to, and obtained any required consents from, Data Subjects; and
- c) its instructions to Happydance comply with Data Protection Legislation.

7. Data Location and Data Transfers

- 7.1. Where Happydance processes Personal Data subject to UK GDPR or EU GDPR in a country outside the UK or EEA, it shall ensure that a valid transfer mechanism is in place, including (as applicable):
- a) the EU Standard Contractual Clauses (Module 2: Controller → Processor);
 - b) the UK Addendum or UK International Data Transfer Agreement; or
 - c) any alternative transfer mechanism approved by the relevant Supervisory Authority.
- 7.2. Where the Customer is based in the United States and Personal Data relates solely to US residents, the restrictions on international transfers under UK GDPR/EU GDPR shall not apply.
- 7.3 Happydance may host and process US Customer data on servers located in the United States.
- 7.4 Where data of EU/UK residents is mixed with or accessible from US servers, Happydance shall ensure that an approved transfer mechanism (as listed above) is implemented.

8. Sub-Processors

- 8.1 Happydance may engage sub-processors to carry out processing on its behalf provided that equivalent data protection obligations are imposed on the sub-processor, Happydance remains liable for their acts and omissions. A list of Happydance's current sub-processors is available at <https://www.happydance.love/legal>. The Customer acknowledges and agrees that this list may be updated from time to time to reflect changes in Happydance's use of sub-processors.
- 8.2 Customer may object to a new sub-processor on reasonable grounds within 30 days of notice; if the parties cannot resolve the objection, either party may terminate the Agreement on 30 days' written notice.

9. Assistance

Happydance shall (at Customer's reasonable cost) assist Customer to:

- a) respond to data subject rights requests;
- b) carry out data protection impact assessments; and
- c) consult with Supervisory Authorities.

10. Variation

No variation of this DPA shall be effective unless agreed in writing by authorized representatives of both parties.

11. Term

This DPA shall remain in full force and effect so long as (i) the Agreement remains in effect, or (ii) Happydance retains any Personal Data in its possession or control.