Railsware Products, Inc. Data Processing Addendum

Effective: 21 June, 2018

This GDPR Data Processing Addendum ("DPA") forms part of the master Terms of Service Agreement available at https://mailtrap.io/terms ("Agreement"), entered into by and between _____ ("You", or "Customer") and Railsware Products, Inc. ("Mailtrap"), in accordance to which Customer has accessed Mailtrap's Application Services as outlined in the applicable Agreement. The main goal of this DPA is to demonstrate agreement between the two parties in terms of the processing of Personal Data in compliance with the requirements of Data Protection Legislation as provided below.

This DPA is an amendment to the Agreement and is effective through its incorporation into the Agreement, which is specified in the Agreement. Once this DPA is incorporated into the Agreement, it will form a part of the Agreement.

1. Definitions

"Controller" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.

"Processor" means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

"Processing" means any activity or a set of activities which is performed on Personal Data, which includes the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction or erasure of Personal Data.

"Data Protection Law" means any data protection or data privacy law or regulation applicable to all individuals within within the European Union (EU) and the European Economic Area (EEA).

"GDPR" means the General Data Protection Regulation (GDPR) (EU) 2016/679 on data protection and privacy for all individuals within the European Union (EU) and the European Economic Area (EEA).

"Data Subject" means the identified or identifiable natural person to whom the Personal Data relates.

"Personal Data" means any data which relates to an identified or identifiable natural person ("Data Subject").

"Personal Data Breach" means a security breach leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

"Sub-processor" means any person (including any third party, but excluding Mailtrap employees) appointed by or on behalf of Mailtrap to process data in connection with the Agreement.

"Railsware Affiliates" include Railsware Solutions FZ-LLC and other trademarks, such as Notemate, Smart Checklist for Jira. Enterprise or Smart Checklist for Jira. Free Trial add-ons, which belong to Railsware Products, Inc.

2. Data Processing

a) **Data Subjects**

Data Subjects include Mailtrap application's users who signed up for a free or paid subscription plan.

b) **Types of Information**

Mailtrap collects Personal (see article 2 of the Privacy Policy https://mailtrap.io/privacy) and Navigational Information https://mailtrap.io/navigational-info in order to leverage Mailtrap Application functionality to Customers, as well as offer them high-quality user experience while they browse Mailtrap website.

c) Purpose of the Processing

Mailtrap processes Personal and Navigational Information to perform its obligations under the Terms of Sale Agreement. In no event will Mailtrap process any Personal or Navigational Data for its own purpose or those of any third party.

d) Duration of the Processing

Personal Data will be processed for the duration of the Agreement, subject to Section 4 of this DPA.

3. Obligations of Processor

a) Security
Mailtrap as a Processor shall take the appropriate technical and organizational measures to adequately protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data.

b) Confidentiality
Mailtrap as a Processor shall ensure that any personnel whom we authorize to process Personal Data on Mailtrap's behalf is subject to confidentiality obligations with respect to that Personal Data. The undertaking to confidentiality shall continue after the termination of the above-entitled activities.

Mailtrap ensures that its personnel who access Personal Data are subject to confidentiality obligations that restrict their ability to disclose Customer Personal Data.

c) Personal Data Breaches
Mailtrap as a Processor is obliged to notify Mailtrap Application Customers about a Personal Data Breach not later than 72 hours after having become aware of it, unless Mailtrap can prove that the breach is not likely to result in a risk to the rights and freedoms of natural persons.

d) Data Subject Requests
Mailtrap as a Processor shall respond to any request from Data Subjects seeking to exercise their rights under the Data Protection Law with respect to Personal Data (including access, rectification, restriction, deletion or portability of Personal Data), to the extent permitted by the law.

e) Sub-processors

Mailtrap as a Processor may hire other companies to provide limited services on its behalf. Any such sub-processors will be permitted to process Personal Data only to deliver the services Mailtrap has retained them to provide, and they shall be prohibited from using Personal Data for any other purpose. Mailtrap remains responsible for its sub-processors' compliance with the obligations of this DPA. Any subcontractors to whom Mailtrap transfers Personal Data will have entered into written agreements with Mailtrap requiring that they abide by terms substantially similar to this DPA. A list of subcontractors is available to the Customer (article 5 of the Privacy Policy). If Customer requires prior notification of any updates to the list of sub-processors, Customer may request such notification in writing by emailing privacy@mailtrap.io Mailtrap will update the list within seventy two (72) hours of any such notification if Customer does not legitimately object within that time frame. Legitimate objections must contain reasonable and documented grounds relating to a subcontractor's non-compliance with applicable Data Protection Legislation. If, in Mailtrap's reasonable opinion, such objections are not legitimate, the Customer may, by providing written notice to Mailtrap, terminate the Agreement.

f) Data Transfers
Mailtrap customer acknowledges and agrees that, in connection with the performance of the services under the Agreement, Personal Data may be transferred outside of the European Union (EU) and the European Economic Area (EEA). While transferring the data, Mailtrap takes the necessary measures to safeguard the activity in general, and the data subjects in particular to ensure an appropriate level of protection for their fundamental rights. This Privacy Policy https://mailtrap.io/privacy shall apply even if Personal Information is transferred or accessed from other countries.

e) Deletion or Retrieval of Personal Data

Upon termination or expiration of the Agreement or upon Customer's request, Mailtrap will delete or return to Customer all individual- and account-related Personal Data that is in its possession or control (including any Data subcontracted to a third party for processing). This requirement will not apply to the extent that Mailtrap is required by any EU (or any EU Member State) law to retain some or all of the Data, in which event Mailtrap will isolate and protect the Data from any further processing except to the extent required by such law.

4. Compliance

Mailtrap shall, upon Customer request (not to exceed one request per calendar year) by email to privacy@mailtrap.io, demonstrate compliance with the obligations set out in this DPA in writing. If the information Mailtrap provides, in Customer's reasonable judgement, is not sufficient to confirm Mailtrap's compliance with the terms of this Agreement, then the GDPR compliant Customer or an accredited and GDPR compliant third-party audit firm that is not a competitor of Mailtrap and other Railsware Affiliates agreed to by both Customer and Mailtrap may audit Mailtrap's compliance with the terms of this Agreement during regular business hours in a manner that is not disruptive to Mailtrap's business, upon reasonable advance notice to Mailtrap of no less than 60 days and subject to reasonable confidentiality procedures. You (Customer) are responsible for all costs and fees related to such audit, including all reasonable costs and fees for any and all time Mailtrap expends for any such audit, in addition to the rates for support services performed by Mailtrap and any expenses incurred by Mailtrap in complying with this Agreement. Before the commencement of any such audit, you and Mailtrap shall mutually agree upon the timing, duration and scope of the audit, which shall not involve physical access to the servers from which the data processing services are provided. You shall promptly notify Mailtrap of information regarding any non-compliance discovered during the course of an audit. You may not audit Mailtrap more than once annually.

5. Governing Law

This Addendum shall be governed by the law of the Member State in which the Data Subject is established.

6. Miscellaneous

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 Mailtrap may amend this Addendum from time to time by posting the relevant amended and restated Addendum on Mailtrap's website, available at https://mailtrap.io/dpa and such amendments to the Addendum are effective as of the date of posting.

When we change this Agreement, we will update the 'effective' date, which is indicated in the top left corner of this Policy, to the day when the latest amendments were published on the Mailtrap's site. That is why we encourage you to review this DPA periodically.

If you do not agree with a modification to this Agreement, you must notify us in writing within thirty (30) days after the 'effective' date of the current DPA published on the Mailtrap website. If you give us this notice, your subscription will continue to be governed by the terms and conditions of the DPA prior to modification for the remainder of your current subscription term. Upon renewal of your Mailtrap subscription, the latest version of the DPA published on the Mailtrap website will apply.

If you do not agree to any changes to the Addendum, do not continue to use the Mailtrap application.

		Mailtrap	**Customer**
Parties		Railsware Products, Inc.	
Contact Information	**Address**	118 Coalpit Hill Road, Danbury CT 06810, USA	
	Phone	+1-646-397-49-18	
	Email	privacy@mailtrap.io	
Authorized Signature			
	Name	Alessandra A. Silveira	
	Title	President	

Signature Certificate

🔒 Document Reference: RE7528IGR54VY7R3EWJN3P

RightSignature
Easy Online Document Signing

Alessandra Silveira
Party ID: GIMSLAJJ2JN3ZKEAH28F5D
IP Address: 24.151.40.117

| VERIFIED EMAIL: | alessandra.silveira@rwco.co |

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum   `1ff765cdee14753a261a66b7e1d97a5adb10a24d`

Timestamp	Audit
2018-06-21 04:37:06 -0700	All parties have signed document. Signed copies sent to: Olga and Alessandra Silveira.
2018-06-21 04:37:06 -0700	Document signed by Alessandra Silveira (alessandra.silveira@rwco.co) with drawn signature. - 24.151.40.117
2018-06-21 04:36:27 -0700	Document viewed by Alessandra Silveira (alessandra.silveira@rwco.co). - 24.151.40.117
2018-06-21 04:36:27 -0700	Document created by Alessandra Silveira (alessandra.silveira@rwco.co). - 24.151.40.117

This signature page provides a record of the online activity executing this contract.

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