VOUCHERY TRUST CENTER · CONTRACTUAL AGREEMENTS

Data Processing Addendum (DPA)

Vouchery, Inc. · Last updated: November 2, 2026

This Data Protection Addendum (“DPA” or “Addendum”) is incorporated into and is subject to the terms and conditions of, the Agreement (“Services Agreement”) between Vouchery, Inc. (the “Company”, “Vouchery.io”) and the customer entity that is a party to the Agreement ("Customer" or "you").

1. Definitions

- “Customer Account Data” means personal data that relates to the Customer’s relationship with Vouchery.io, including the names and/or contact information of individuals authorized by Customer to access Customer’s account and billing information of individuals that Customer has associated with its account. Customer Account Data also includes any data Vouchery.io may need to collect for the purpose of identity verification, or as part of its legal obligation to retain subscriber records. Customer Account Data is not Customer Data.
- “Customer Content” means (a) personal data exchanged by means of the use of the Services, such as message bodies (“Reward title” and “Reward description”), email recipients, and (b) data stored on the Customer’s behalf such as communication logs within the Services (assigned, validated and redeemed rewards) or campaign data Customer has uploaded to Vouchery.io’s Services.
- "Customer Data" means any personal end-user data that Vouchery.io processes on behalf of the Customer via the Services, such as consumer identifiers and email addresses, voucher assignment and redemption records, loyalty and referral information, promotional campaign data and customer attributes used to determine promotion eligibility, as more particularly described in this DPA. Customer Data does not include Customer Account Data. References in this DPA to “Data” mean Customer Data.
- “Customer Usage Data” means data processed by Vouchery.io for the purposes of transmitting or exchanging Customer Content, including data used to identify the source and destination of a communication, such as (a) individual data subjects’ telephone numbers and email addresses, data on the location of the device generated in the context of providing the Services, and the date, time, duration and the type of communication and (b) activity logs used to identify the source of Service requests, optimize and maintain the performance of the Services, and investigate and prevent system abuse.
- "Data Protection Laws" means all data protection laws and regulations applicable to a party's processing of Customer Data under the Agreement, including, where applicable, EU Data Protection Law and Non-EU Data Protection Laws.
- "Data Transfer" has the meaning given in Section 5.1.

- "EU Data Protection Law" means all data protection laws and regulations applicable to Europe, including (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) ("GDPR"); (ii) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; (iii) applicable national implementations of (i) and (ii); and (iv) in respect of the United Kingdom ("UK") any applicable national legislation that replaces or converts in domestic law the GDPR or any other law relating to data and privacy as a consequence of the UK leaving the European Union).
- "Europe" means, for the purposes of this DPA, the European Union, the European Economic Area ("EEA"), and/or their member states, Switzerland and the United Kingdom.
- "Hosting Region" has the meaning given in Section 3.7.
- "Privacy Policy" means the then-current privacy policy for the Services available at Vouchery Privacy Policy
- "Security Incident" means any unauthorized or unlawful breach of security that leads to the accidental or unlawful destruction, loss, or alteration of, or unauthorized disclosure of or access to, Customer Data on systems managed or otherwise controlled by Vouchery.io.
- "Sensitive Data" means (a) social security number, passport number, driver's license number, or similar identifier (or any portion thereof); (b) credit or debit card number (other than the truncated (last four digits) of a credit or debit card); (c) employment, financial, genetic, biometric or health information; (d) racial, ethnic, political or religious affiliation, trade union membership, or information about sexual life or sexual orientation; (e) account passwords; or (f) other information that falls within the definition of "special categories of data" under applicable Data Protection Laws.
- "Sub-processor" means any Processor engaged by Vouchery.io to assist in fulfilling its obligations with respect to providing the Service pursuant to the Agreement or this DPA. Sub-processors may include third parties or Affiliates of Vouchery.io but shall exclude Vouchery.io employees, contractors, or consultants.
- The terms "personal data", "controller", "data subject", "processor", and "processing" shall have the meaning given to them under Data Protection Laws or if not defined thereunder, the GDPR, and "process", "processes" and "processed" shall be interpreted accordingly.
- "Vouchery.io Services" means the products and services that are ordered by Customer under an Order Form or by using a Vouchery.io account, or provided by Vouchery.io to Customer on a trial basis or otherwise free of charge. Vouchery.io Services generally consist of: (a) platform services, namely access to the Vouchery.io application programming interface (referred to herein as Vouchery.io APIs), (b) Vouchery.io web application, where coupon codes can be generated, as well as (c) mobile applications, used for redeeming the coupon marketing campaigns. The detailed description can be found in the Services Agreement, Exhibit AA.

2. Roles and Responsibilities

2.1 Parties' roles. If EU Data Protection Law or the LGPD applies to either party's processing of Customer Data, the parties acknowledge and agree that with regard to the processing of Customer Data, Customer is the controller and Vouchery.io is a processor acting on behalf of Customer, as further described in Section 3 (Details of Data Processing) of this DPA. The parties acknowledge that, with regard to the processing of Customer Account Data, Customer is a controller and Vouchery.io is an independent controller, not a joint controller with Customer. Customer Account Data includes personal data that Vouchery.io processes for its own business purposes, such as account administration and authentication, billing and subscription management, sales and customer relationship management, and customer support communications. Vouchery.io processes it in accordance with the Privacy Policy, and the processor obligations in this DPA do not apply to it.

2.2 Purpose limitation. Vouchery.io will process Customer Data in order to provide the Services in accordance with the Agreement. Vouchery.io shall process Customer Data only in accordance with Customer's documented lawful instructions as set forth in this DPA, as necessary to comply with applicable law, or as otherwise agreed in writing. The parties agree that the Agreement sets out the Customer's complete and final instructions to Vouchery.io in relation to the processing of Customer Data, and processing outside the scope of these instructions (if any) shall require a prior written agreement between the parties.

2.3 Prohibited data. The customer will not provide (or cause to be provided) any Sensitive Data to Vouchery.io for processing under the Agreement, and Vouchery.io will have no liability whatsoever for Sensitive Data, whether in connection with a Security Incident or otherwise. For the avoidance of doubt, this DPA will not apply to Sensitive Data.

2.4 Customer compliance. Customer represents and warrants that (i) it has complied, and will continue to comply, with all applicable laws, including Data Protection Laws, in respect of its processing of Customer Data and any processing instructions it issues to Vouchery.io; and (ii) it has provided, and will continue to provide, all notice and has obtained, and will continue to obtain, all consents and rights necessary under Data Protection Laws for Vouchery.io to process Customer Data for the purposes described in the Agreement. Customer shall have sole responsibility for the accuracy, quality, and legality of Customer Data and the means by which Customer acquired Customer Data. Without prejudice to the generality of the foregoing, Customer agrees that it shall be responsible for complying with all laws (including Data Protection Laws) applicable to any Campaigns (as defined in the Agreement) or other content created, sent or managed through the Service, including those relating to obtaining consents (where required) to send emails, the content of the emails and its email deployment practices.

2.5 Lawfulness of Customer's instructions. The customer will ensure that Vouchery.io's processing of the Customer Data in accordance with the Customer's instructions will not cause Vouchery.io to violate any applicable law, regulation, or rule, including, without limitation, Data Protection Laws. Vouchery.io shall promptly notify Customer in writing unless prohibited from doing so under EU Data Protection Laws if it becomes aware or believes that any data processing instruction from Customer violates the GDPR or any UK implementation of the GDPR.

2.6 Confidentiality. In the event that any request, correspondence, inquiry, or complaint from a data subject, regulatory authority, or third party is made directly to Vouchery.io in connection with Vouchery.io's processing of Customer Content, Vouchery.io will promptly inform the Customer and provide details of the same, to the extent legally permitted. Unless legally obligated to do so, Vouchery.io will not respond to any such request, inquiry, or complaint without the Customer's prior consent except to confirm that the request relates to the Customer.

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3. Details of Data Processing

3.1 Controller (the data exporter): Customer, being a Vouchery.io User that has engaged Vouchery.io to provide the Service under the Agreement.

3.2 Processor (the data importer): The data importer is Vouchery, Inc., a Delaware, United States company, whose legal name is Vouchery, Inc d/b/a Vouchery.io

3.3 Data subject: The subject matter of the data processing under this DPA is Customer Data.

3.4 Duration of processing: Vouchery.io will process Customer Data as outlined in Section 6 (Return or Deletion of Data) of this DPA.

3.5 Purpose of processing: Vouchery.io shall only process Customer Data for the Permitted Purposes, which shall include: (i) processing as necessary to provide the Service in accordance with the Agreement; (ii) processing initiated by Customer in its use of the Service; and (iii) processing to comply with any other reasonable instructions provided by Customer (e.g., via email, Slack or support tickets) that are consistent with the terms of the Agreement.

3.6 Nature of the processing: Vouchery.io provides a coupon generation and validation service through a marketing platform and other related services, as more particularly described in the Agreement.

3.7 Processing Location: Vouchery.io stores Customer Data in the hosting region configured for Customer's environment, as specified in the Agreement, an Order Form or Customer's account configuration (the "Hosting Region"). The Hosting Region is determined by Customer's environment configuration and not by the location of individual data subjects. Sub-processors process Customer Data at the locations stated in the Sub-processor list in Section 4. Authorized Vouchery.io personnel may access Customer Data remotely where necessary to provide, support, secure and maintain the Service. Any Data Transfer, including by remote access, is subject to Section 5.

3.8 Types of Customer Data: Customer may upload, submit, or otherwise provide certain personal data to the Service, the extent of which is typically determined and controlled by Customer in its sole discretion, and may include the following types of personal data:

- Customers' Contacts (end consumers): consumer identifiers and contact data (such as customer IDs, name, email address or phone number); voucher, coupon, gift card and reward assignments, validation and redemption records; loyalty and referral information; promotional campaign data; and customer attributes that Customer provides to determine promotion eligibility, which, depending on Customer's configuration, may include demographic information (such as date of birth, gender or occupation), address, personal interests or preferences (including purchase history and marketing

preferences) and IT information (IP addresses, usage data, cookies data, online navigation data, location data, browser data);

- Account Users: personal data of individuals authorized by Customer to access Customer's account is Customer Account Data, which Vouchery.io processes as an independent controller in accordance with Section 2.1 and the Privacy Policy, except to the extent it forms part of Customer Content (for example, the name of the user who created or changed a campaign);
- Sensitive Data: Vouchery.io does not want to, nor does it intentionally, collect or process any Sensitive Data in connection with the provision of the Service.

3.9 Processing Operations: Customer Data will be processed in accordance with the Agreement (including this DPA) and may be subject to the following processing activities:

- Storage and other processing necessary to provide, maintain and improve the Service provided to Customer pursuant to the Agreement; and/or
- Disclosures in accordance with the Agreement and/or as compelled by applicable law.

4. Data sub-processing

4.1 Sub-processors. Vouchery.io uses certain sub-processors to assist in providing Vouchery.io's services. A sub-processor is a third-party data processor engaged by Vouchery.io who agrees to receive personal data from Vouchery.io intended for processing activities to be carried out (i) on behalf of Vouchery.io customers; (ii) in accordance with customer instructions as communicated by Vouchery.io; and (iii) in accordance with the terms of a written contract between Vouchery.io and the sub-processor. The Sub-processors currently engaged by Vouchery.io and authorized by Customer are available below. Vouchery.io shall notify the Customer if it adds or removes Sub-processors at least 10 days prior to any such changes. Vouchery.io gives this notice by email to the contacts subscribed to sub-processor updates on the Vouchery.io Subprocessors page and by publishing the change on that page. Customer may subscribe any number of its contacts to receive these notices.

Sub-processor list:

Name	Types of data transferred	Purpose for the data transfer	Location
Google Cloud Platform (Google LLC)	Customer Data, Customer Content and Customer Usage Data	Data hosting and infrastructure	Customer's configured hosting region (European Union, United States or Singapore)
Slack, Inc	User data and account information are discussed in Slack chats	Customer Support	United States
Zapier	Customer Content Data	Customer content delivery	United States
Hubspot Inc.	Online chat data and communication history	Customer Support	United States

Name	Types of data transferred	Purpose for the data transfer	Location
Google LLC	Email communication, Data Storage, Customer contractual documentation	Infrastructure storage	United States
Sinch	Recipient email addresses, email content and email delivery metadata	Email delivery and transactional email communications	United States and European Union
Atlassian	Customer names, customer email addresses, support requests, technical information included in support tickets and information voluntarily provided in support communications	Customer support ticketing, project management and issue tracking	To be confirmed
Sentry	Error reports, technical identifiers, IP addresses and personal information included in application logs, where applicable	Application error monitoring, technical diagnostics and application debugging	To be confirmed

Vouchery.io also uses service providers that process only Customer Account Data, such as providers of subscription payment processing and invoicing. Vouchery.io engages them as an independent controller for its own business purposes. They are described in the Privacy Policy and are not Sub-processors under this DPA.

4.2 Objection Right for new Sub-processors. Customers may object to Vouchery.io's appointment or replacement of a sub-processor prior to its appointment or replacement, provided such objection is in writing and based on reasonable grounds relating to data protection. In such an event, the parties agree to discuss commercially reasonable alternative solutions in good faith. If the parties cannot reach a resolution within ninety (90) days, the Customer may suspend or terminate the affected service in accordance with the termination provisions of the Agreement. Such termination will be without prejudice to any fees incurred by the Customer prior to suspension or termination. If no objection has been raised prior to Vouchery.io replacing or appointing a new sub-processor, Vouchery.io will deem the Customer to have authorized the new sub-processor.

5. Data Transfer

5.1 Transfer restriction. Vouchery.io shall not transfer, or authorize the transfer of, Customer Data to any country outside the European Union, the European Economic Area (EEA) and the United Kingdom, including by remote access from such a country (a “Data Transfer”), without the Customer’s prior written authorization.

5.2 Authorization. The Customer’s prior written authorization may be given in the Agreement, in an Order Form or in another written instrument signed by the Customer. The Customer authorizes the Data Transfers necessary for: (a) the storage of Customer Data in a Hosting Region outside the European Union, the EEA and the United Kingdom, where the Customer has selected that Hosting Region; and (b)

processing by the Sub-processors listed in Section 4, at the locations stated there, and by any Sub-processor added in accordance with Section 4.

5.3 Scope. This Section 5 applies to Customer Data that Vouchery.io processes as a processor on behalf of the Customer. It does not apply to Customer Account Data, which Vouchery.io processes as an independent controller in accordance with the Privacy Policy and Data Protection Laws.

5.4 Safeguards. Where a Data Transfer involves personal data subject to EU Data Protection Law and is made to a country that is not recognized as providing an adequate level of protection, the parties shall ensure that the personal data are adequately protected. To achieve this, the parties shall, unless agreed otherwise, rely on the standard contractual clauses approved by the European Commission and, for personal data subject to the laws of the United Kingdom, the International Data Transfer Addendum issued by the UK Information Commissioner.

5.5 Stricter commitments. Where the Agreement, an Order Form or a written addendum signed by both parties contains data residency or data transfer commitments that are more restrictive than this Section 5, those commitments prevail.

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6. Return or Deletion of Data

6.1 Account Termination. Upon termination or expiration of the Agreement, Vouchery.io shall make all Customer Data available to Customer for electronic retrieval for a period of sixty (60) days, but thereafter Company will (at Customer's election) delete or return to Customer the Customer Data (including copies) in its possession or control. This requirement shall not apply to the extent Vouchery.io is required by the applicable law to retain some or all of the Customer Data, or to the Customer Data it has archived on backup systems (which Customer Data Vouchery.io shall securely isolate, and protect from any further processing and eventually delete in accordance with Vouchery.io's deletion policies, except to the extent required by applicable law).

6.2 Customer Account Data. Vouchery.io will process Customer Account Data as long as needed to provide the Services to Customer as required for Vouchery.io’s legitimate business needs, or as required by law. Customer Account Data will be stored in accordance with the Privacy Policy.

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7. Data Subject Rights and Cooperation

7.1 Data subject requests. As part of the Service, Vouchery.io provides the Customer with a number of self-service features, that Customer may use to retrieve, correct, delete or restrict the use of Customer Data, which the Customer may use to assist it in connection with its obligations under the Data Protection Laws with respect to responding to requests from data subjects via Customer's account at no additional cost. In addition, Vouchery.io shall, taking into account the nature of the processing, provide reasonable additional assistance to the Customer to the extent possible to enable the Customer to comply with its data protection obligations with respect to data subject rights under Data Protection Laws. In the event that any such request is made to Vouchery.io directly, Vouchery.io shall not respond to such communication directly except as appropriate (for example, to direct the data subject to contact

Customer) or legally required, without Customer's prior authorization. If Vouchery.io is required to respond to such a request, Vouchery.io shall promptly notify Customer and provide Customer with a copy of the request unless Vouchery.io is legally prohibited from doing so. For the avoidance of doubt, nothing in the Agreement (including this DPA) shall restrict or prevent Vouchery.io from responding to any data subject or data protection authority requests in relation to personal data for which Vouchery.io is a controller.

7.2 Data protection impact assessment. To the extent required under applicable Data Protection Laws, Vouchery.io shall (taking into account the nature of the processing and the information available to Vouchery.io) provide all reasonably requested information regarding the Service to enable the Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by Data Protection Laws. Vouchery.io shall comply with the foregoing by: (i) complying with Section 8 (Security); (ii) providing the information contained in the Agreement, including this DPA; and (iii) if the foregoing sub-sections (i) and (ii) are insufficient for Customer to comply with such obligations, upon request, providing additional reasonable assistance (at Customer's expense).

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8. Security

8.1 Security measures. Taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to the Company Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

8.2 Confidentiality of processing. Vouchery.io shall ensure that any person who is authorized by Vouchery.io to process Customer Data (including its staff, agents, and subcontractors) shall be under an appropriate obligation of confidentiality (whether contractual or statutory duty).

8.3. Audit rights. Vouchery.io shall make available to Customer all information reasonably necessary to demonstrate compliance with this DPA and allow for and contribute to audits, including inspections by Customer in order to assess compliance with this DPA. Customer acknowledges and agrees that it shall exercise its audit rights under this DPA and any audit rights granted by Data Protection Laws by instructing Vouchery.io to comply with the audit measures described in Section 8

8.4 Security due diligence. Vouchery.io shall respond to all reasonable requests for information made by Customer to confirm Vouchery.io's compliance with this DPA, including responses to information security, due diligence, and audit questionnaires, by making additional information available regarding its information security program upon Customer's written request to privacy@vouchery.io, provided that Customer shall not exercise this right more than once per calendar year.

8.5 Security incident notification. Vouchery.io shall notify Company (via e-mail) without undue delay upon becoming aware of a Data Breach affecting any Company Data, providing the Company with sufficient information to allow the Company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws. Vouchery.io shall cooperate with the Company and take reasonable commercial steps to assist in the investigation, mitigation, and remediation of each such Personal Data Breach.

Vouchery.io will make reasonable efforts to identify and, to the extent such Security Incident is caused by a violation of the requirements of this Addendum by Vouchery.io, remediate the cause of such Security Incident. Vouchery.io will provide reasonable assistance to the Customer in the event that the Customer is required under Applicable Data Protection Law to notify a regulatory authority or any data subjects of a Security Incident.

8.6 Data protection impact assessment Vouchery.io shall provide reasonable assistance to the Company with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which the Company reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

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9. General Terms

9.1 Additional Instructions. Additional instructions outside the scope of the Agreement, an Order Form, or this Addendum will be agreed to between the parties in writing, including any additional fees that may be payable by Customer to Vouchery.io for carrying out those instructions.

9.2 Confidentiality. Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ("Confidential Information") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that (a) disclosure is required by law; (b) the relevant information is already in the public domain.

9.3 Cooperation and Data Subject Rights. In the event that either party receives: (a) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure, and data portability, as applicable) or (b) any other correspondence, inquiry, or complaint received from a data subject, regulator or other third parties, (collectively, "Correspondence") then, where such Correspondence relates to the processing of Customer Account Data or Customer Usage Data conducted by the other party, it will promptly inform such other party and the parties agree to cooperate in good faith as necessary to respond to such Correspondence and fulfill their respective obligations under Applicable Data Protection Law.

9.4 Notification Cooperation. The customer acknowledges that Vouchery.io, as a controller, may be required by Applicable Data Protection Law to notify the regulatory authority of Security Incidents involving Customer Usage Data. If the regulatory authority requires Vouchery.io to notify impacted data subjects with whom Vouchery.io does not have a direct relationship (e.g., Customer's end users), Vouchery.io will notify the Customer of this requirement. The Customer will provide reasonable assistance to Vouchery.io to notify the impacted data subjects.

9.5 Notices. All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post, or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

9.6 Governing Law and Jurisdiction. Unless specifically agreed otherwise, the place of performance and exclusive place of jurisdiction for all disputes between the parties shall be Delaware, United States.

9.7 GDPR Penalties. Notwithstanding anything to the contrary in this Addendum or in the Agreement (including, without limitation, either party's indemnification obligations), neither party will be responsible for any GDPR fines issued or levied under Article 83 of the GDPR against the other party by a regulatory authority or governmental body in connection with such other party's violation of the GDPR.

9.8 Failure to Perform. In the event that changes in law or regulation render the performance of this Addendum impossible or commercially unreasonable, the Parties may renegotiate this Addendum in good faith. If renegotiation would not cure the impossibility, or the Parties cannot reach an agreement, the Parties may terminate the Agreement in accordance with the Agreement's termination provisions.

9.9 Version and existing agreements. This version of the DPA applies to Agreements entered into on or after the date shown as "Last updated" on this DPA. It does not modify an Agreement entered into before that date unless the Customer agrees to it in writing or the Agreement provides another valid amendment mechanism. Any data protection, data residency or data transfer commitment in an existing Agreement that is more protective of Customer Data than this DPA continues to apply.