

VideoMy Pty Ltd
Free Services Terms and Conditions

1. Appointment

- 1.1. VideoMy Pty Ltd (ACN 608 089 112) (**VideoMy, we, us, our**) provides a video production software application called 'VideoMyJob' (**Software**).
- 1.2. You (**you, your**) engage VideoMy to provide access to free demonstrations, free tiers or free feature trials, as notified to you, operated using the Software (**Free Services**) on these terms and conditions (**Free Services Terms and Conditions**).
- 1.3. We agree to provide you with access to the Free Services without charge for the free trial period that we notify to you (**Free Trial Period**).
- 1.4. By providing you with the Free Services, we receive the benefit and insights of user testing of the Software and the promotion of the Software to potential or existing customers. We increase our brand awareness.
- 1.5. By using the Free Services, you agree to be bound by these Free Services Terms and Conditions, and where applicable our Data Processing Agreement contained at Schedule 2.
- 1.6. You acknowledge and agree that we may update these Free Services Terms and Conditions from time to time.
- 1.7. All capitalised words used in these Free Services Terms and Conditions have the meaning given to them in the body of this agreement or as notified to you.

2. Services

- 2.1. Your permitted use of the Software during the Free Trial Period is to create, edit and post branded video job advertisements, employee videos and general communications to your corporate website, social media, online services, job board websites, email and text communications in accordance with these Free Services Terms and Conditions (**Permitted Use**).
- 2.2. Following the Free Trial Period, VideoMy will contact you offering you to upgrade to a paid subscription package to access the Software for a Subscription Fee. An Implementation Fee may also apply.
- 2.3. You are under no obligation to purchase a paid subscription package for the Software at the end of the Free Trial Period.
- 2.4. VideoMy reserves the right to suspend, remove, cancel, or terminate the Free Services or the Software at any time in its sole discretion without any prior notice to you.
- 2.5. VideoMy reserves the right to modify or change the features of the Free Services or Software at any time in its sole discretion without any prior notice to you.

- 2.6. You agree and acknowledge that VideoMy has no obligation to retain, save or archive any video content created, posted and edited while using the Free Services.

3. Grant of Licence

- 3.1. Subject to you complying with these Free Services Terms and Conditions, VideoMy grants you and your Licenced Users, Film Only Contacts and any other user authorised by these Free Services Terms and Conditions (collectively "**Users**"), a non-exclusive, non-transferable and non-sub-licensable licence to use the Free Services during the Free Trial Period for the Permitted Use (**Licence**).
- 3.2. You acknowledge that VideoMy has not granted you any licence or access to the source code of the Software.
- 3.3. VideoMy may assign its rights under these Free Services Terms and Conditions without prior notice to you.

4. Use of the Services

- 4.1. You are responsible for all videos and video content created using the Free Services created by you and your Licenced Users. We are not the publisher of videos that you create using the Free Services.
- 4.2. You agree to follow our Video Content Policy provided at Schedule 1. You understand that our Video Content Policy forms an important part of these Free Services Terms and Conditions and any breach of our Video Content Policy by you or your Users is a breach of these Free Services Terms and Conditions.
- 4.3. You must not use the Software or the Free Services, and you agree to procure that your Users do not use the Software or the Free Services:
- a) for any purpose other than the Permitted Purpose;
 - b) in breach of the VideoMy Content Policy or any other VideoMy policies notified to you from time to time;
 - c) for an improper purpose;
 - d) to resell, resupply or repackage the Software;
 - e) to access, monitor or copy any content or information of the Software using any robot, spider, scraper or other automated means or any manual process for any purpose without VideoMy's express written permission;
 - f) to "frame", "mirror" or otherwise incorporate any part of the Software into any other website or software without VideoMy's prior written consent; or
 - g) to attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer the Software.
- 4.4. You agree and understand that any video created that is switched to 'public' will automatically appear in the VideoMy Video library. You agree and understand that these 'public' videos may be utilised by VideoMy on its company website and any social

media platforms for the purposes of education, demonstration, promotion and marketing of the Software.

- 4.5. You agree to comply with any and all terms and conditions of any third party service provider that you engage to publish content created using the Free Services and covenant in our favour that your use of the Free Services will not infringe the rights of any third party service provider.
- 4.6. If you use YouTube within the Free Services, then you agree to comply with the YouTube Terms of Service found here at <https://www.youtube.com/t/terms>.

5. Acceptance and Risk

- 5.1. You are deemed to have accepted delivery of the Free Services on the date that VideoMy makes them available to you (**Start Date**).
- 5.2. All risk associated with your use of the Software passes to you on the Start Date.

6. Termination

- 6.1. VideoMy may terminate this agreement immediately for any reason and at any time during the Free Trial Period without notice to you.
- 6.2. Upon termination of these Free Service Terms and Conditions for any reason, your access to the Software will cease and you must not use the Software.

7. Access Identification and Users

- 7.1. You are authorised to permit the number Users notified to you to access and use the Free Services under these Free Services Terms and Conditions.
- 7.2. Your Users are each required to create individual usernames, passwords or provide other identification or authentication information to access the Free Services (**Access Identification**). You acknowledge and agree that Access Identification is personal and unique to a single User and that Access Identification must not be used by more than one user of the Software.
- 7.3. You are not authorised to permit anyone to use Software while impersonating another User or allow any other user or third party to use a User's Access Identification without VideoMy's written consent.
- 7.4. You agree to ensure that your Users keep all Access Identification safe and secure and protect it from unauthorised access, use or copying. You agree to notify us immediately if the safety or security of Access Identification is compromised or breached.
- 7.5. VideoMy may suspend the access of any User to the Software if VideoMy has reason to suspect that the safety or security of the Access Identification is breached, until the

breach is rectified and any reasonably necessary back up, protection and/or security assurance testing is completed.

8. Maintenance, Support, Upgrades and Fixes

- 8.1. If VideoMy upgrades the Software (**Upgrade**), you may be given access to the Upgrade at our sole discretion.
- 8.2. VideoMy will not provide any maintenance or support services to you for the Free Services or the Software during the Free Trial Period.
- 8.3. VideoMy may conduct maintenance and repair of the Free Services at any time without notice to you. This maintenance may impact the performance and availability of the Software.

9. Privacy

- 9.1. By uploading video and any other content using the Free Services and the Software, you and/or your Users, will provide personal information to VideoMy (**Personal Information**).
- 9.2. You agree that any Personal Information provided to us is collected in accordance with our privacy policy found at <https://videomyjob.com/assets/VideoMyJob-Privacy-Policy-04062020.pdf> (**Privacy Policy**). Please review our Privacy Policy in conjunction with these Free Services Terms and Conditions.
- 9.3. We agree, and by entering into these Free Services Terms and Conditions, you agree, to comply with all applicable laws, rules and regulations, whether federal, state or other jurisdiction in relation to data protection/privacy in the jurisdiction where VideoMy stores the personal information (**Data Protection Requirements**) and, to the extent required by the Data Protection Requirements in the jurisdiction where you use the Software in relation to the collection, handling, processing, storage, disclosure and use of personal information.

10. Intellectual Property Rights

- 10.1. You acknowledge and agree that the Licence is a licence to use the Free Services only and that nothing in the Licence will be deemed to convey any title or ownership of the Free Services to you or your Users. All Intellectual Property Rights in the Software and the Free Services is owned or licensed by us and is protected by Australian laws, other applicable laws and international treaty provisions.
- 10.2. VideoMy retains all rights in the Software and the Free Services, and the Software remains VideoMy's exclusive property.
- 10.3. You acknowledge that:

- (a) VideoMy and the VideoMy logo are all trade marks or pending trademarks of VideoMy regardless of whether they are registered (**Trade Marks**); and
- (b) you are not granted any rights to use, remove or sub-license the use of the Trade Marks under the Licence or at all.

11. Confidentiality

- 11.1. You acknowledge and agree that the Software is confidential to and valuable property of VideoMy. You undertake to, and undertake to procure that your Users, treat it as confidential and keep secret all information including ideas and concepts contained in or embodied in the Software or the Free Services.
- 11.2. You warrant on each occasion that you use the Software that your Users, employees and any other persons having access to the Software have:
 - (a) been advised that the Software is confidential and subject to limitations and obligations set out in these Terms and Conditions; and
 - (b) complied with the limitations and obligations set out in these Free Service Terms and Conditions as if those persons were you under these Free Service Terms and Conditions.
- 11.3. The obligations as to confidentiality will remain in force and effect despite termination or expiry of the Licence.

12. Limited Warranty

- 12.1. The Free Services and Software are inherently complex and may not be completely free of errors. You acknowledge and agree that you have relied on your own skill and judgment in engaging the Free Services in the use and result you intend to obtain from them.
- 12.2. VideoMy makes no warranty as to the functions contained in the Free Services and that they will meet your requirements or that the operation of the Free Services will be uninterrupted or error free or that all errors will be corrected.
- 12.3. You acknowledge that the Free Services and Software are provided "as is."
- 12.4. No agent or employee of VideoMy is authorised to make any modification or addition to this warranty.
- 12.5. BY using the Free Services or the Software, you warrant and represent to VideoMy that you have the authority to enter into a binding agreement with VideoMy and any body corporate that you represent in relation to entering into these Free Service Terms and Conditions.

13. Indemnity & Limitation of Liability

13.1. You agree to indemnify and keep indemnified, VideoMy and its directors, officers, employees and agents (**VideoMy Indemnified Parties**) from and against any loss, damage, liability, claims (including reasonable legal costs and expenses on a full indemnity basis) which the VideoMy Indemnified Parties suffer or incur arising from or in connection with:

- (a) you, or your Users' breach of the law, the VideoMy Video Content Policy, breach of these Free Services Terms and Conditions or breach of any VideoMy policy notified to you from time to time;
- (b) any video content or content created by you or your Users using the Free Services or the Software, whether such video content is available or stored on the Free Services, any social media platforms, your website, any third party platform or in any communications whatsoever;
- (c) any third party claim relating to a breach of any third party Intellectual Property Rights as a result of yours, your Users use of the Free Services or the Software;
- (d) the use of any third-party licenced assets in video content that you and your Users create using the Free Services or the Software, including without limitation fonts, stock imagery, video or audio.

13.2. Our maximum liability to you or your users arising out of or in respect of your use of the Free Services or the Software is capped at the amount you have paid for the Licence.

13.3. VideoMy will not be liable to you whether in contract, tort or otherwise for indirect, special, incidental, economic, cover or consequential losses or damages including without limitation for loss of profits, business, goodwill, data arising in connection with these Free Service Terms and Conditions.

14. General

14.1. VMJ may vary these terms by providing you written notice.

14.2. Nothing in these Terms and Conditions creates any partnership, agency, joint venture, employment or similar relationship between you and us.

14.3. If any provision of these Terms and Conditions is invalid, the parties agree that the invalidity will not affect the validity of the remaining portions of the Terms and Conditions.

14.4. These Terms and Conditions will be governed by the laws of the Victoria, Australia and you irrevocably submit to the jurisdiction of the Courts of that jurisdiction.

15. Definitions

Film Only Contact means a non-Licensed User that is authorised to create and upload video content permitted to use the Free Services.

Intellectual Property Rights means any intellectual property right whether registered or unregistered and including, without limitation, any patent, design right, invention, copyright, trademark, moral right, right to use any image, voice or likeness or other right whether arising under statute or at common law.

Licensed User means each single authorised user permitted to use the Free Services, identified by a unique login and password.

Schedule 1

VideoMy Video Content Policy

1. Your access and use of VideoMy's Software and Free Services under any of our subscription packages as a user of any kind is subject to your compliance with this VideoMy Video Content Policy. This VideoMy Video Content Policy is incorporated into VideoMy's Terms and Conditions. All capitalised words take the meaning stated in the VideoMy Terms and Conditions.
2. Any breach of this VideoMy Video Content Policy is considered a breach of our Terms and Conditions.
3. VideoMy is not responsible for any video content created using the Software of the Services, including without limitation your use of any third-party licenced assets in video content that you create using the Services.
4. VideoMy is under no obligation to review video content to determine its accuracy, truthfulness, or whether it is defamatory, slanderous or contains falsehoods.
5. You are not permitted to use the Software or the Services in any way, or post or create any content that:
 - (a) may infringe and copyright, trademark, patent, trade secret or any other proprietary rights of any person;
 - (b) impersonates any person or entity or otherwise misrepresents your relationship with us or any other person;
 - (c) allows any other person to appear in any footage who is not a customer of VideoMy, a Team Member or an Applicant;
 - (d) is false, unlawful, misleading, libellous, defamatory, slanderous, obscene, pornographic, indecent, lewd, harassing or advocates harassment of another person, threatening, invasive of privacy, abusive, inflammatory, fraudulent or otherwise objectionable;
 - (e) is or could be considered offensive, such as content that promotes racism, bigotry, hatred or physical harm, of any kind against any group or individual;
 - (f) is an attempt to access a Team Member login without authorisation;
 - (g) may constitute, encourage, promote or provide instructions for the conduct of an illegal act or omission, any criminal activity, or violate the rights of any person;
 - (h) contains the private and/or personal information of any person without their consent;
 - (i) contains viruses, malware or any other malicious software or data; and/or
 - (j) may infringe the terms and conditions of a third party service provider which you rely to publish content created using the Services; and
 - (k) could harm, disrupt, destroy, limit the functionality of any account, computer, hardware or the Software or the Services.

All videos made using the Software or the Services will contain a compulsory tail at the end of the video which states 'powered by VideoMyJob'. You agree and understand that this tail cannot be removed in any instance.

Schedule 2

VideoMy Job Data Processing Addendum

- A. This Data Processing Addendum (**DPA**) forms part of the Free Services Terms and Conditions (**Terms and Conditions**) between VideoMy Pty Ltd (**VideoMy**) and You (**Customer**) defined under those Terms and Conditions for the Services provided by VideoMy.
- B. VideoMy and the Customer agree that the terms and conditions of this DPA are added as an addendum to Terms and Conditions. This DPA survives the termination of the Terms and Conditions insofar as VideoMy is processing Customer Personal Data provided to it under the Terms and Conditions
- C. Any capitalised terms used but not defined in this DPA below have the meanings given to them under the Terms and Conditions.

Definitions

"Applicable Privacy Laws" means the data protection and privacy laws and regulations applicable to any Customer Personal Data which is subject to: (i) the EU General Data Protection Regulation 2016/679 (**GDPR**); (ii) the Australian Privacy Act 1988 (Cth) ("**Australian Privacy Laws**"); the California Consumer Privacy Act of 2018 and its regulations (the "**CCPA**"); the Data Protection Act 2018 UK (**UK GDPR**); or any other domestic privacy laws and regulations, as amended, superseded or replaced from time to time.

"Customer Personal Data or Personal Data" means any information relating to an identified or identifiable individual or any other information defined as 'personal data' or 'personal information' under Applicable Privacy Laws processed by VideoMy on behalf of the Customer in accordance with the Terms and Conditions.

"EEA/UK Adequate Countries" means: (i) Customer Personal Data which is subject to the GDPR, the European Economic Area and any other territory which the European Commission has determined ensures an adequate level of protection for Personal Data pursuant to Article 45 of the GDPR; and (ii) in respect of Personal Data which is subject to the UK GDPR, the United Kingdom and any other territory which the UK Secretary of State has by regulations specified ensures an adequate level of protection for Personal Data pursuant to Article 45 of the UK GDPR and Section 17A of the UK Data Protection Act 2018.

"Restricted Transfer" means a transfer of Personal Data that is subject to the GDPR or UK GDPR outside of the EEA/UK Adequate Countries that would be prohibited in the absence of the Standard Contractual Clauses.

"Standard Contractual Clauses or SCCs" means where the GDPR applies, the [standard contractual clauses annexed to the European Commission's Decision \(EU\) 2021/914 of 4 June 2021](#) ("**EU SCCs**"); and where the UK GDPR applies, the standard data protection clauses for processors adopted pursuant to or permitted under Article 46 of the UK GDPR ("**UK SCCs**") in each case as may be amended, superseded or replaced from time to time.

"Subprocessor" means any third-party appointed by or on behalf of VideoMy to process Customer Personal data on behalf of VideoMy in connection with the Terms and Conditions. It shall also include any third-party appointed by a Subprocessor to process any Customer Personal Data or Personal Data in connection with the Terms and Conditions.

"Controller", "Processor", "Data Subject", "processing", "data importer" and "data exporter" have the meanings given to them in Applicable Privacy Laws or if not defined, the GDPR (and **"process", "processes" and "processed"** shall be interpreted as 'processing').

"Business" and "Service Provider" have the meanings given to them in the CCPA.

Relationship of Parties and Processing of Personal Data

1. Both VideoMy and the Customer agree to comply with all Applicable Privacy Laws applicable to all Personal Data transferred in accordance with the Terms and Conditions and the terms of this DPA.
2. VideoMy will process Customer Personal Data under the Terms and Conditions as a Processor, for the purposes of the GDPR, and as a Service Provider (if applicable) for the purposes of the CCPA, on behalf of the Customer.
3. The Customer will act as the Controller of Personal Data and Customer Personal Data for the purposes of the GDPR, and Business (if applicable) for the purposes of the CCPA.
4. The Customer warrants that it is and will remain authorised to deal with the Customer Personal Data in accordance with this DPA and the Terms and Conditions.
5. VideoMy will process Customer Personal Data as required to perform its obligations and deliver the Services under the Terms and Conditions and only in accordance with Customer's documented lawful instructions.
6. VideoMy will not retain, use, disclose, sell or otherwise Process Personal Data for any purpose, except as required by Applicable Privacy Laws, other than for the purpose of providing the Services to the Customer in accordance with the Terms and Conditions.
7. VideoMy agrees to inform the Customer if any processing instructions are prohibited under Applicable Privacy Laws, or if it is unable to comply with any Customer processing instructions, or if it is unable to comply with this DPA.

Personnel

8. VideoMy agrees to take reasonable steps that its personnel including any employee, agent or contractor who may have access to the Customer Personal Data is limited to those who need to know or have access to the relevant Customer Personal Data so that VideoMy can provide the Services under the Terms and Conditions.
9. VideoMy agrees to ensure that its personnel who may have access to the Customer Personal Data are subject to confidentiality agreements.
10. VideoMy agrees to take reasonable steps that its personnel comply with Applicable Privacy Laws and the obligations in this DPA.

Security

11. VideoMy agrees to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk to protect Customer Personal Data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (**Personal Data Breach**) in accordance with Article 32(1) of the GDPR.

12. VideoMy's technical and organisational measures to protect Personal Data are set out in Annexure 2 to this DPA and SCCs, and may be updated from time to time provided that the updates do not result in degrading the security of the Customer Personal Data.

Subprocessing

13. The Customer provides VideoMy with a general authorisation to appoint, engage and permit any relevant Subprocessor to process Customer Personal Data, transfer Customer Personal Data as reasonably necessary for the provision of the Services in accordance with the Terms and Conditions provided that:
 - (a) VideoMy agrees to carry out an adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection to the Customer Personal Data required by the Applicable Privacy Laws.
 - (b) VideoMy will ensure that the arrangement between it and the Subprocessor is governed by a document agreement which offers the same level of protection for Customer Personal Data as set out in this DPA and Applicable Privacy Laws, including if the arrangement involves a Restricted Transfer that the Standard Contractual Clauses are incorporated into such agreement.
14. VideoMy's list of Subprocessors are detailed in Annexure 3 to this DPA and SCCs. This list of Subprocessors may be updated from time to time by providing notice to our website (<https://www.videomyjob.com/subprocessors>).
15. The Customer may object on data protection grounds only, to the appointment of a new Subprocessor by giving VideoMy 30 days notice after VideoMy updates the list of Subprocessors in accordance with clause 12. In this event, the Customer and VideoMy agree to discuss a good faith, commercially reasonable alternative solution.

Data Subject Rights

16. VideoMy will notify the Customer if it or its Subprocessors receives a request, including any enquiry or complaint, from a Data Subject in relation to the processing of Customer Personal Data in accordance with Applicable Privacy Laws.
17. VideoMy will not respond to any Data Subject's such request except on the instructions from the Customer or as required under Applicable Privacy Laws, in such case VideoMy will inform the Customer.
18. VideoMy will assist the Customer, so far as possible, to fulfil its obligations to respond to lawful requests from Data Subjects in accordance with Applicable Privacy Laws including about rights of access, corrections, objection, erasure, and data portability.

Data Breach or Security Incidents

19. VideoMy agrees to promptly notify the Customer if it, or its Subprocessors, become aware of a Personal Data Breach affecting the Customer Personal Data, this includes notification from any relevant authority, and will give the Customer the information it requires to meet its obligations pursuant to Applicable Privacy Laws.
20. VideoMy will take reasonable commercial steps as the Customer may request to assist the Customer to investigate, mitigate and remedy the Personal Data Breach.

Data Protection Impact Assessment

21. VideoMy agrees to provide the Customer with reasonable assistance relating to any data protection impact assessments and consultations with privacy authorities required in accordance with Applicable Privacy Laws.

Deletion or Return of Personal Data

22. At the termination of the Terms and Conditions, if required by the Customer, VideoMy will delete, procure deletion or return to the Customer (if requested), the Customer Personal Data within 30 days from the date of termination.
23. VideoMy will not delete any Customer Personal Data that it is required to retain as required by Applicable Privacy Laws or any other laws or regulations that may apply. Any Customer Personal Data retained under this clause will only be retained for this purpose and retained for the period required by such the Applicable Privacy Laws or any other laws or regulations that may apply.

Audits

24. VideoMy agrees to maintain records of its security standards and audit summaries or other documentation required to verify its compliance with Applicable Privacy Laws.
25. VideoMy agrees to respond to any of the Customer's written audit questions, security questionnaires, due diligence questionnaires or requests on an annual basis provided that the Customer gives VideoMy reasonable notice to respond.

International Transfers

26. Except for transfers within and between EEA/UK Adequate Countries, the Customer and VideoMy, as data exporter and data importer respectively, enter into the Standard Contractual Clauses in the circumstances where Customer Personal Data is transferred internationally other than the country in which the Customer Personal Data was originally collected. VideoMy and the Customer agree that in this situation the Standard Contractual Clauses form part of this DPA.
27. In the circumstances that VideoMy transfers Customer Personal Data to a country other than the country which the Customer Personal Data was originally collected for the purposes of VideoMy providing its Services under the Terms and Conditions, VideoMy agrees to take such reasonable measures as is necessary to ensure the transfer is conducted in accordance with Applicable Privacy Laws. This includes a transferring within EEA/ UK Adequate Countries, or entering into the Standard Contractual Clauses prior to the conducting the Restricted Transfer, or entering into a contract where the recipient agrees that Personal Data will be protected to the standard required pursuant to Applicable Privacy Laws and this DPA.

Standard Contractual Clauses

28. For the purposes of the application of the Standard Contractual Clauses:
 - (a) "data exporter" is the Customer
 - (b) "data importer" is VideoMy
 - (c) where the Customer is the Controller, the terms of "module 2" applies – controller to processor

- (d) where the Customer is the Processor, the terms of “module 3” applies – processor to subprocessor
- (e) in clause 9, option 2 applies - the Customer gives VideoMy the general written authorisation to engage Subprocessors
- (f) in clause 11, the option will not apply
- (g) in clause 17, Option 1 applies and the SCCs shall be interpreted by Irish Law
- (h) in clause 18(b), disputes shall be resolved before the courts of Ireland
- (i) Annex 1 and Annex 2 referred to in the SCCs are to be populated with the information provided in Appendix 1 and Appendix 2 below.

29. Nothing in this DPA reduces VideoMy's or the Customers obligations under the Terms and Conditions in relation to the protection of Personal Data. If the Standard Contractual Clauses are in conflict with the DPA or the Terms and Conditions, the SCCs apply in relation to such conflict.

General

30. The Customer and VideoMy recognise that if there are changes to Applicable Privacy Laws, they may be required to modify this DPA. Upon either VideoMy or the Customer notifying the other of any such changes, both parties agree to undertake to amend this DPA in good faith to ensure compliance with Applicable Privacy Laws.

31. This DPA shall be governed by and in accordance with the governing law and jurisdiction as set out in the Terms and Conditions , except for the SCCs as stated at clause 28(g)-(h), or otherwise required by Applicable Privacy Laws.

Appendix 1 to the Standard Contractual Clauses

Description of the Processing Activities

A. List of parties

The Customer is the data exporter. The Data Exporter is the user of the Free Services or Software as defined in the Terms and Conditions.

VideoMy Pty Ltd is the Data Importer.

Address for Data importer: Level 17/31 Queen Street Melbourne VIC 3000

Contact person's name, position and contact details: Chris Long

B. Description of transfer

Categories of data subjects are Customer employees and personnel, Licenced Users, Film Only Contacts and any End User of VideoMy's Services.

Categories of data include full name, email address, location, occupation, workplace, image contained in video content provided, authentication information, personal attributes (to the extent that they are disclosed by the data subject in video content).

Frequency of transfer continuous basis

Duration of processing and retention of Customer Personal Data VideoMy will process Customer Personal Data for the duration of the Term of the Terms and Conditions, and for 30 days following the termination of the Terms and Conditions when the Customer Personal Data is deleted (save for Customer Personal Data that is shared publicly)

Purpose of processing VideoMy shall process Customer Personal Data only for the purpose of providing the Customer the Services in accordance with the Terms and Conditions, or with the Customer's reasonable instructions.

C. Supervisory Authority

The supervisory authority for the SCCs will be the data protection authority in Ireland.

**Annexure 2 to the Standard Contractual Clauses
VideoMy Technical and Organisational Measures**

VideoMy Job – Technical and Organisational Measures

Purpose

This document describes an overview of the technical and organisational measures and controls that VideoMy implements to ensure a level of security of personal data appropriate to the risk of:

- accidental or unlawful destruction
- loss
- alteration
- unauthorised disclosure or access
- all other unlawful forms of processing.

Pseudonymisation and encryption

1. VideoMy encrypts all personal data in transit and at rest (AES-256). Stored personal data is encrypted using AES-256. All passwords are hashed and encrypted, only allowing reset via a 2FA method. Backup media containing data is encrypted.
2. VideoMy's customer video content is securely stored on VideoMy servers and can be deleted upon request.

Ongoing confidentiality, integrity, availability and resilience of processing systems and services

3. VideoMy has dedicated personnel responsible for information security. VideoMy maintain information security policies implemented and reviewed.
4. VideoMy provides personnel, including employees, contractors and third-party subcontractors that have access to personal data with annual security and data protection training, including regular security training.
5. VideoMy implements data security controls to prevent unauthorised access including logical data segregation. VideoMy applies the principle of least privilege and personnel are only provided with access to personal data relevant to performing their role. All personnel access to the system and database have whitelisted IPs, 2FA and high password complexities.
6. VideoMy's service is hosted and its data is stored within data centres provided by Amazon Web Services (AWS). As such VideoMy relies on industry best practice physical and environmental security controls provided by AWS. All VideoMy cloud-based services implement AWS shield.

Ability to restore the availability and access to personal data in a timely manner in the case of a physical or technical incident

7. To support availability of the service, VideoMy's configuration is on AWS with a combination of relational database service instances with daily and in some cases hourly system-wide database backups according to a defined cycle. Backup data is physically secured and encrypted.
8. VideoMy maintains a security incident response procedure including security incident management and prevention of security incidents involving personal data.

Process for testing, assessing and evaluating the effectiveness of these measures to ensure the security of processing

9. VideoMy regularly performs risk/ threat assessments by conducting internal penetration tests and annually performing third- party penetration tests.
10. VideoMy remediates vulnerabilities identified by automated vulnerability scanning tools and penetration tests.
11. All policies are reviewed at least annually, and auditing of policy implementation is reviewed annually or immediately following an incident or suggestion for improvement.
12. VideoMy's executive team document all level of threats, detailing their specifics and the probability, impact and risk for operation of service and protection of information assets. For anything other than low-risk low-impact, actions are taken immediately to mitigate the risk entirely or lower the risk/impact assessment.
13. VideoMy maintains audit logs recording activities, exceptions and information security events available for analysis to assess security assessments investigations and access control monitoring.

Appendix 3 VideoMy List of Subprocessors

This list of Subprocessors may be updated from time to time by providing notice to our website (<https://www.videomyjob.com/subprocessors>)

<i>Processing Category</i>	<i>Name of Sub-Processor</i>	<i>Description of Processing</i>	<i>Entity Location</i>
Core Platform Data Subprocessors	Alphabet Inc.	Content publishing	Mountain View, CA, USA
		Traffic/event analysis	Mountain View, CA, USA
	Amazon Web Services, Inc.	Hosting services, file storage and backup services	Seattle, USA/Australia
	Hotjar Ltd.	User Behaviour Analytics	San Ġiljan, Malta
	Hubspot	Customer Relationship Management	Cambridge, MA, USA
	Hubspot Inc.	Customer Relationship Management	Cambridge, MA, USA
	LinkedIn	Content publishing	Sunnyvale, CA, USA
	Meta	Content publishing	Menlo Park, CA, USA
	Microsoft Corporation	Data warehousing, Business Analytics	Redmond, WA, USA
	Mixpanel	User Behaviour Analytics	San Francisco, CA, USA
	Rollbar	Bug Tracking, Error Handling	San Francisco, USA
	Stripe	Payment Processing	San Francisco, USA
	Talend, Inc.	Data warehousing, Business Analytics	Philadelphia, PA, USA
	Totango	Customer Relationship Management	Redwood City, CA, USA
	Twilio	Customer Communications	San Francisco, CA, USA
	Vimeo	Content publishing	New York, NY, USA
	Xero	Accounts and Billing	Wellington, New Zealand
Customer Support Subprocessors	Amazon Web Services, Inc.	Hosting services, file storage and backup services	Seattle, USA/Australia
	Google Workspace	Internal company infrastructure	Mountain View, CA, USA
	Hotjar Ltd.	User Behaviour Analytics	San Ġiljan, Malta
	Hubspot	Customer Relationship Management	Cambridge, MA, USA
	Hubspot Inc.	Customer Relationship Management	Cambridge, MA, USA
	Mixpanel	User Behaviour Analytics	San Francisco, CA, USA
	Mixpanel Inc.	User Behaviour Analytics	San Francisco, CA, USA
	Slack	Internal communication tool	San Francisco, USA
	Totango	Customer Relationship Management	Redwood City, CA, USA