

# GetPassive Data Processing Addendum

**Effective date:** 1 June 2026

This Data Processing Addendum (**DPA**) applies where **GetPassive Ltd** acts as a processor for the developer or business using a GetPassive service, for example for additional analytics or technical services that are separate from the joint-controller bandwidth-sharing feature.

GetPassive Ltd is registered in England and Wales under company number **17245817** with registered office in London, United Kingdom.

## 1. Roles

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For processing covered by this DPA:

- the Developer is the **controller**;
- GetPassive is the **processor**; and
- any GetPassive sub-contractor processing personal data is a **sub-processor**.

This DPA does not replace the Joint Controller Agreement for processing where the parties jointly determine purposes and means.

## 2. Processing instructions

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GetPassive will process personal data only on documented instructions from the Developer, unless required by law. The Developer's documented instructions are set out in this DPA, the relevant order form, product documentation and lawful written instructions.

## 3. Details of processing

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Item	Description
Subject matter	Provision of GetPassive technical, analytics, measurement or support services where GetPassive acts as processor.

Item	Description
Duration	For the term of the service and any required wind-down or legal retention period.
Nature and purpose	Hosting, storage, analytics, reporting, support, security, fraud prevention and service operation.
Data subjects	Developer personnel, app users or other individuals whose data is provided by the Developer for processor services.
Data categories	Identifiers, technical logs, device or app identifiers, IP addresses, approximate location, usage records and support data, as applicable to the service.
Special category data	Not intended. The Developer must not provide special category data unless expressly agreed in writing.

## 4. Confidentiality

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GetPassive must ensure that persons authorised to process personal data are subject to confidentiality obligations.

## 5. Security

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GetPassive will implement appropriate technical and organisational measures, including encryption in transit, access controls, least-privilege access, logging, backup controls, vulnerability management, secure development practices and incident response procedures.

## 6. Sub-processors

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The Developer gives GetPassive general authorisation to use sub-processors. GetPassive will ensure sub-processors are bound by written terms offering materially equivalent data protection obligations. The current sub-processor list is available on request.

GetPassive will give reasonable notice of material sub-processor changes where required by law or contract. The Developer may object on reasonable data protection grounds.

## 7. Assistance

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Taking into account the nature of processing and information available to GetPassive, GetPassive will reasonably assist the Developer with:

- data subject rights requests;
- security obligations;
- personal data breach assessment and notification;
- data protection impact assessments; and
- regulator consultation where required.

## 8. Personal data breaches

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GetPassive will notify the Developer without undue delay after becoming aware of a personal data breach affecting personal data processed under this DPA. GetPassive will provide available information about the breach and cooperate with reasonable mitigation steps.

## 9. Return or deletion

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At the end of the services, GetPassive will delete or return personal data processed under this DPA, unless law requires retention. Backup deletion may follow normal backup cycles, provided data remains protected.

## 10. Audits

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GetPassive will make available information reasonably necessary to demonstrate compliance with Article 28 UK GDPR. Audits must be reasonable, proportionate, subject to confidentiality, and must not compromise security or other customers' data.

## 11. International transfers

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Where processing involves a restricted transfer from the United Kingdom or European Economic Area to a country without an adequacy decision, the parties will use an appropriate transfer mechanism, including the UK International Data Transfer Agreement, the UK Addendum to the EU Standard Contractual Clauses, or the EU Standard Contractual Clauses as applicable.

## 12. Standard Contractual Clauses — Module 2

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For any international transfer where the Developer is a controller and GetPassive or its onward recipient is a processor, the parties incorporate the **European Commission Standard Contractual Clauses, Module 2 (Controller to Processor), Decision (EU) 2021/914**, as supplemented for UK transfers by the applicable UK Addendum or equivalent UK transfer mechanism.

For the incorporated clauses:

- Clause 7 docking clause applies only if agreed in writing;
- Clause 9 Option 2 general written authorisation applies, with reasonable prior notice of material sub-processor changes;
- Clause 11 optional language is not used unless agreed in writing;
- Clause 17 governing law is the law of England and Wales where permitted, otherwise the law required by the SCCs;
- Clause 18 forum is the courts of England and Wales where permitted, otherwise the forum required by the SCCs;
- Annex I is completed by the details in sections 1 and 3 of this DPA and the signature block;
- Annex II is completed by section 5 of this DPA; and
- Annex III is completed by the sub-processor list available on request.

If there is a conflict between this DPA and mandatory SCC wording, the SCCs prevail for the restricted transfer.

## 13. Liability and order of precedence

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Liability is governed by the main agreement between the parties unless the SCCs require otherwise. If there is a conflict, the following order applies: mandatory data protection law, SCCs or UK transfer mechanism, this DPA, then the main agreement.

## 14. Governing law

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This DPA is governed by the laws of England and Wales, subject to mandatory requirements of applicable transfer mechanisms.

## Signature block

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Signed for and on behalf of **GetPassive Ltd**

Name: **Mark Ramos**

Title: **Director**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of **Developer**

Developer legal name: \_\_\_\_\_

Company number / registration: \_\_\_\_\_

Name of authorised signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_