

GetPassive Joint Controller Agreement

Effective date: 1 June 2026

This Joint Controller Agreement is made between **GetPassive Ltd**, company number **17245817**, registered office London, United Kingdom, and the developer or business accepting it (**Developer**).

It records the parties' arrangement under **Article 26 UK GDPR** for the GetPassive internet-sharing feature. The parties acknowledge that, for this feature, they may jointly determine purposes and essential means of processing End User data. This reflects the joint-controller principles considered in cases such as **Fashion ID GmbH & Co KG v Verbraucherzentrale NRW eV (C-40/17)**.

1. Processing covered

This agreement covers End User participation in the GetPassive internet-sharing network through the Developer's app, including consent collection, device participation, gateway routing, measurement, security, abuse prevention and related support.

2. Data categories

The parties expect the processing to include IP address, approximate location, pseudonymous device identifier, consent status, timestamps, routed connection metadata, target host categories, bytes transferred and connection duration. The feature is not intended to collect End User names, email addresses or direct contact details at GetPassive level.

3. Allocation of responsibilities

Responsibility	Primary party	Supporting party
Presenting consent banner	Developer	GetPassive provides template wording
Obtaining PECR and UK GDPR consent	Developer	GetPassive provides requirements and audit support

Responsibility	Primary party	Supporting party
Age gating for 18+ use	Developer	GetPassive may audit or suspend
Publishing app privacy information	Developer	GetPassive provides end-user policy
Operating gateway-network routing and measurement	GetPassive	Developer integrates SDK correctly
Security monitoring and abuse prevention	GetPassive	Developer cooperates with investigations
Handling End User withdrawals	Developer	GetPassive disables/updates technical records when notified
Data subject requests	Developer as primary contact	GetPassive as technical backstop
Regulator communications	Party receiving communication	Other party assists as required

4. Transparency and essence of arrangement

Each party must publish the essence of this arrangement in its privacy materials. The Developer must explain that GetPassive Ltd and the Developer jointly control data for the internet-sharing feature and must link to, or display, the GetPassive end-user privacy policy before consent is requested.

5. Data subject rights

The Developer is the primary contact for End User rights requests because the Developer controls the app relationship. GetPassive will act as a backstop for technical and network data that the Developer cannot access.

The parties will cooperate promptly and in good faith to respond to access, erasure, restriction, objection, portability, correction and consent-withdrawal requests within legal time limits.

6. Security measures

Each party must maintain appropriate technical and organisational measures, including:

- encryption in transit;
- access controls and least-privilege permissions;
- logging and log-integrity controls;
- protection against unauthorised SDK modification;
- secure credential and key management;
- vulnerability management and patching;
- incident response procedures; and
- personnel confidentiality obligations.

7. Personal data breaches

If either party becomes aware of a personal data breach affecting the joint processing, it must notify the other party within **24 hours**. The notice should include the nature of the breach, affected data, likely consequences, mitigation steps and contact point, to the extent known.

The parties will cooperate on assessment, containment, user communication and regulator notification. Nothing in this agreement prevents either party from making a legally required notification.

8. Records of processing

Each party must maintain records of processing activities required by Article 30 UK GDPR, including purposes, categories of data, recipients, retention periods, security measures and international transfers.

9. Processors and sub-processors

Each party may use third-party processors to support the service, provided it has appropriate contractual protections in place. GetPassive's current processor and sub-processor list is available on request.

10. International transfers

Where either party transfers personal data outside the United Kingdom or to a country without an adequacy decision, it must use a lawful transfer mechanism, such as the UK International Data Transfer Agreement, the UK Addendum to the EU Standard Contractual Clauses, or Standard Contractual Clauses, as applicable.

11. Retention

Traffic and network logs should normally be retained for no more than **30 days**, unless longer retention is needed for security, abuse investigation, legal compliance or legal claims. Consent and audit records may be retained for as long as reasonably required to evidence compliance.

12. Contact points

GetPassive privacy contact: privacy@getpassive.io

Developer privacy contact: _____

13. Term and termination

This agreement applies while the Developer uses the GetPassive SDK and for as long as either party processes relevant personal data. Termination does not affect obligations that must continue by law or by their nature.

14. Governing law

This agreement is governed by the laws of England and Wales.

Signature block

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: _____