

Data Processing Addendum (DPA)

Effective Date: August 2026
Last Updated: August 2026

This Data Processing Addendum ("DPA") is incorporated into and forms part of the service agreement (the "Principal Agreement") between ADVIEW PTE. LTD. ("AdView") and the counterparty ("Partner") for AdView's advertising platform services.

1. Definitions

In this DPA, in addition to terms defined in the Principal Agreement:

- "Data Protection Laws" means all applicable laws and regulations relating to the processing of personal data, including the GDPR (EU) 2016/679, UK GDPR, Swiss FADP, CCPA/CPRA, PIPA (South Korea), LGPD (Brazil), and any other applicable data protection or privacy laws.
- "Personal Data" means any information relating to an identified or identifiable natural person that is processed in connection with the services under the Principal Agreement.
- "Processing" means any operation performed on Personal Data, including collection, recording, organization, structuring, storage, adaptation, retrieval, consultation, use, disclosure, dissemination, alignment, combination, restriction, erasure, or destruction.
- "Controller" means the entity that determines the purposes and means of the Processing of Personal Data.
- "Processor" means the entity that Processes Personal Data on behalf of a Controller.
- "Sub-Processor" means a third party engaged by a Processor to Process Personal Data on behalf of the Controller.
- "Data Subject" means the identified or identifiable natural person to whom the Personal Data relates.
- "Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.
- "SCCs" means the Standard Contractual Clauses approved by the European Commission under Commission Implementing Decision (EU) 2021/914.

2. Scope & Roles

2.1 Scope

This DPA applies to the Processing of Personal Data by AdView in connection with the services provided under the Principal Agreement.

2.2 Roles

The allocation of Controller and Processor roles depends on the specific processing activity:

Processing Activity	Controller	Processor
Publisher data monetization — processing of end-user data	Both parties may act as independent Controllers or Controller/Processor	As determined by applicable

Processing Activity	Controller	Processor
for ad auctions, targeting, and measurement	depending on the specific data and applicable law	law
Partner account data — processing of Partner’s business contact information	AdView (Controller)	N/A
Reporting data — aggregated campaign reporting	AdView (Controller)	N/A
Data processed on Partner’s instructions — specific data sets processed per Partner’s documented instructions	Partner (Controller)	AdView (Processor)

Where AdView acts as a Processor, the terms of this DPA governing Processor obligations shall apply. Where both parties act as independent Controllers, each party shall comply with Data Protection Laws independently with respect to its own processing activities.

3. Processing Instructions

Where AdView acts as a Processor:

- AdView shall Process Personal Data only on documented instructions from Partner, including with regard to transfers of Personal Data to a third country, unless required to do so by applicable law (in which case, AdView shall inform Partner of that legal requirement before Processing, unless prohibited by law);
- AdView shall immediately inform Partner if, in AdView’s opinion, an instruction infringes Data Protection Laws;
- The subject matter, duration, nature, purpose, type of Personal Data, and categories of Data Subjects are set forth in Annex A (to be completed by the parties upon execution).

4. Security Measures

AdView shall implement and maintain appropriate technical and organizational security measures to protect Personal Data, including:

Measure	Description
Encryption in transit	TLS 1.3 for all data transmissions
Encryption at rest	AES-256 encryption for stored data
Access control	Role-based access control (RBAC) with the principle of least privilege
Authentication	Multi-factor authentication (MFA) for all administrative access
Network security	Firewalls, intrusion detection/prevention systems, and network segmentation
Monitoring	Continuous security monitoring, audit logging, and real-time alerting
Vulnerability management	Regular vulnerability scanning and penetration testing
Employee training	Mandatory data protection and security awareness training for all personnel
Physical security	Secure data center facilities with access controls, surveillance, and environmental protections

AdView shall regularly review and update these measures to account for evolving threats and industry best practices.

5. Sub-Processors

5.1 Authorization

Partner provides general written authorization for AdView to engage Sub-Processors for the Processing of Personal Data, subject to the conditions in this Section.

5.2 Current Sub-Processors

The current list of Sub-Processors is available at [Sub-Processor List](#) and is incorporated by reference.

5.3 New Sub-Processors

AdView shall notify Partner at least thirty (30) days before engaging a new Sub-Processor or replacing an existing one. The notification shall include the name, location, and purpose of the Sub-Processor.

5.4 Objection Right

If Partner has a reasonable, data-protection-related objection to a new Sub-Processor, Partner shall notify AdView in writing within fourteen (14) days of receiving the notification. The parties shall discuss the objection in good faith. If the objection cannot be resolved, Partner may terminate the affected services without penalty.

5.5 Sub-Processor Obligations

AdView shall ensure that each Sub-Processor is bound by data protection obligations no less protective than those in this DPA.

6. Data Subject Rights Assistance

AdView shall, taking into account the nature of the Processing, assist Partner by appropriate technical and organizational measures in fulfilling Partner's obligations to respond to Data Subject rights requests under Data Protection Laws, including requests to access, rectify, erase, restrict, port, or object to the processing of Personal Data.

If AdView receives a Data Subject request directly, AdView shall promptly redirect the request to Partner, unless AdView is legally required to respond directly.

7. Data Breach Notification

7.1 Notification Timeline

AdView shall notify Partner of a Data Breach without undue delay, and in any event within seventy-two (72) hours of becoming aware of the breach.

7.2 Notification Content

The notification shall include, to the extent available:

- Description of the nature of the Data Breach, including the categories and approximate number of Data Subjects affected;
- Name and contact details of AdView's data protection officer or other contact point;
- Description of the likely consequences of the Data Breach;
- Description of the measures taken or proposed to address the Data Breach, including measures to mitigate its adverse effects.

7.3 Cooperation

AdView shall cooperate with Partner and take reasonable commercial steps to assist in the investigation, mitigation, and remediation of the Data Breach.

8. Data Transfer Mechanisms

Where Personal Data is transferred from the EEA, UK, or Switzerland to a country not recognized as providing an adequate level of data protection:

- Standard Contractual Clauses (SCCs): The parties agree that the SCCs (Commission Implementing Decision (EU) 2021/914) shall apply. The applicable modules, clauses, and annexes shall be completed by the parties in Annex B;
 - Data Privacy Framework (DPF): Where AdView is certified under the EU-U.S. DPF, UK Extension, and/or Swiss-U.S. DPF, transfers may rely on such certification (see [Data Privacy Framework Notice](#));
 - Supplementary Measures: Where required following a transfer impact assessment, the parties shall implement additional technical and/or organizational measures.
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9. Audit Rights

9.1 Partner's Audit Rights

Partner (or its appointed independent third-party auditor) may conduct an audit to verify AdView's compliance with this DPA, subject to the following conditions:

- Partner shall provide at least thirty (30) days' prior written notice;
- Audits shall be conducted during normal business hours and shall not unreasonably interfere with AdView's operations;
- Partner shall bear the costs of the audit unless the audit reveals a material breach of this DPA;
- Audits shall be limited to once per twelve-month period, unless required by a supervisory authority or in response to a Data Breach.

9.2 Audit Reports

AdView may satisfy audit requests by providing Partner with relevant third-party audit reports (e.g., SOC 2 Type II, ISO 27001 certification) that cover the relevant processing activities.

10. Return & Deletion of Data

Upon termination of the Principal Agreement, or upon Partner's written request:

- AdView shall, at Partner's election, return all Personal Data to Partner in a structured, commonly used, machine-readable format, or securely delete all Personal Data;

- Deletion shall be completed within thirty (30) days of the request or termination, except where retention is required by applicable law;
 - AdView shall provide written confirmation of deletion upon Partner’s request;
 - Any Personal Data retained for legal compliance purposes shall continue to be protected in accordance with this DPA and shall be deleted once the legal obligation expires.
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11. Term & Termination

This DPA shall remain in effect for the duration of the Principal Agreement and shall automatically terminate upon termination of the Principal Agreement, except for provisions that by their nature should survive termination (including Sections 4, 6, 7, 9, and 10).

12. Standard Contractual Clauses (Annex)

Where applicable, the Standard Contractual Clauses are incorporated by reference as an annex to this DPA. The specific modules, optional clauses, and annexes shall be completed by the parties based on the roles and processing activities described in Section 2.

Annex A — Description of Processing

Element	Description
Subject matter	Processing of Personal Data in connection with programmatic advertising services
Duration	Duration of the Principal Agreement
Nature and purpose	Ad serving, targeting, measurement, fraud detection, reporting
Type of Personal Data	Device identifiers, IP addresses, cookie IDs, browsing data, location data, business contact data
Categories of Data Subjects	End users of Publisher properties, business contacts

Annex B — Technical and Organizational Measures

See Section 4 of this DPA.

Annex C — List of Sub-Processors

See [Sub-Processor List](#).
