



## **Data Processing Agreement in Accordance with Article 28 of the General Data Protection Regulation (GDPR)**

between

**TCF Ventures LLC**

**30 N Gould St, Suite 34047, 82801 Sheridan, United States**

- the Controller - hereafter named the "Client" -

and

**BunnyWay, informacijske storitve d.o.o.**

- the Processor - hereafter named "bunny.net" -

### **1. Relationship with the Agreement**

1) This contract defines the rights and obligations of the Client and bunny.net in the context of bunny.net processing personal data on behalf of the Client. The terms used in this contract are to be understood in accordance with their respective definitions in the EU General Data Protection Regulation (GDPR). bunny.net shall process personal data for the Client on the basis of this Agreement.

2) Both parties agree that Data Processing Agreement (DPA) will replace any existing DPA the parties may have previously entered into. Except for the changes made by this DPA, the existing agreement remains unchanged and in full effect. If there is any conflict between this DPA and the agreement, this DPA shall prevail to the extent of that conflict.

3) The subject matter and duration of the Data Processing Agreement shall be determined entirely according to the information provided in the respective contractual relationship.

4) Should any parts of this data processing agreement be invalid, this will not affect the validity of the remainder of the agreement.

5) The Client warrants to bunny.net that he, as the controller under the GDPR, disposes of a required legal basis, authorization, permits, etc. for obtaining, handling, and processing the data that is subject to this Agreement. According to the Client's best knowledge, there aren't any statutory or contractual obstacles preventing the Client from engaging bunny.net as the processor to process the data on behalf of the Client.

## **2. Roles, scope and the duration of the agreement**

1) The Client will act as the data controller and bunny.net as the processor of client data. bunny.net will process client data only as a data processor acting at the Client's direction. The Client is the one determining the purposes and means of processing. The latter are described in this Data Processing Agreement. The basis for data processing derives from the Client's entitlements. bunny.net shall carry out the following processes: Processing of user information necessary for the provision, improved security, optimization, control and troubleshooting of the service.

2) The provision of the contractually agreed upon data processing will begin on 17 Mar 2024 and be carried out for an unspecified period until the services provided to the Client are terminated and the correlating service account is deleted by bunny.net.

3) The type of data that will be processed includes but is not limited to: network connection data, IP addresses, user agent, URL referrer information, account owners First/Last Name, Email and Address, as well as any kind of personal data contained in the files or file names that the Client is holding on bunny.net.

4) Processing the data consists of the following: collecting, saving, modifying, using, transferring, distributing or any other form of provision, replication, restricting, deleting, collating or destroying data.

## **3. Sub-Processing**

By signing this agreement the Client's grants to bunny.net a general written authorization to engage another processor for carrying out specific processing activities on behalf of the Client (hereinafter as: Sub Processors). The existing Sub Processors are identified in the list shown on the webpage of bunny.net via link <https://bunny.net/gdpr/sub-processors/> The list accessible via the aforementioned link displays always up-to-date Sub Processors engaged by bunny.net.

bunny.net will ensure with reasonable measures that any Sub Processor has the requisite capabilities to Process Customer Data in accordance with this Data Processing Agreement and the GDPR data protection regulations. Regardless of the Client's general authorization, bunny.net shall notify (hereinafter as: notice) the Client in writing of the changes of the Sub Processors (adding or replacing).

2) The Client may object in writing within 5 days of such notice provided that the objection is based on reasonable, documented grounds related to data protection. In the event of an objection, bunny.net will attempt to discuss in good faith with the Client in an attempt to achieve a mutual resolution. A Client's failure to respond in a timely manner or reasonably document the basis of the objection will constitute the Client's consent to the changes implemented.

3) The same level of data protection obligations as set out in this agreement shall bind the Sub Processors in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements under GDPR.

## **Network Partners:**

Unfortunately, this information constitutes as a business secret, so we wouldn't be able to provide our server/networking providers.

We use our server/networking providers to store the data you give us, which is then served via our CDN Network, which you can control via the bunny.net panel, by turning off locations outside of the EU. All traffic would then go through our EU PoPs. Such Client's optional management via bunny.net's panel shall be deemed as documented instruction from the Client with regard to transfers of data to a third country or an international organization.

We have contracts with each provider, to make sure they adhere to GDPR and all data is maintained with us with strict access policies. All providers are obliged to protect personal data and act in accordance with GDPR.

We maintain all our own infrastructure. According to standard industry security practices.

## **4. Security and obligations of the processor (bunny.net)**

1) bunny.net will only process personal data as contractually agreed and as instructed by the Client, unless bunny.net is legally obliged to do otherwise. Should bunny.net be bound by such obligations, bunny.net will inform the Client prior to processing the data, unless informing him/her is illegal.

2) The Client is responsible and agrees to maintain a confidential and secure use of services provided by bunny.net and protect access to client data to the best of their ability. bunny.net and the Client can, upon request, cooperate with the performance of their duties.

3) The Client is aware that bunny.net can from time to time update its security measures, provided that such updates and modifications do not result in the degradation of the overall security of the services purchased by the Client.

4) Only authorized persons shall process the data which is subject to this agreement. bunny.net shall ensure that any person authorized to access the client data have been made aware of the relevant data protection provisions as well as this contract before starting to process the data, is bound by confidentiality, and will carry out corresponding training on a regular basis.

5) bunny.net must support the Client when updating the list of processing activities and implementing the data protection assessment. All data and documentation required need to be provided and made available to the Client upon request.

6) Due to a global nature of the service, bunny.net may process client data from anywhere in the world, where bunny.net operates. bunny.net and all of its Sub-processors will at all times provide appropriate measures for secure client data processing in accordance with the requirements of data protection laws.

7) bunny.net will assist the Client in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR upon the Client's request, considering the nature of processing and the information available to bunny.net.

8) bunny.net will make available, upon request, to the Client all information necessary to

demonstrate compliance with the obligations laid down in this Agreement and Article 28 of GDPR.

9) bunny.net will assist the Client by technical and organisational measures foreseen in this Agreement and other reasonably appropriate measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of GDPR.

## **5. Rights and obligations of the Client**

1) It is the sole responsibility of the Client to assess and ensure the admissibility of any processing requested. The Client will ensure any data processing requested is in line with privacy and data regulations and to assure the rights of affected parties.

2) The Client will immediately notify bunny.net if any irregularities or errors are discovered as a result of the processing.

3) bunny.net will allow the Client to appoint an auditor of the required professional qualification, bound by a duty of confidentiality to perform an audit/inspection of the data security that is reasonably necessary to confirm bunny.net's compliance with this Data Processing Agreement. bunny.net shall cooperate in such audit/inspection process as reasonably necessary. The Client shall not exercise this right more than once per year, including with respect to any support required to perform a data protection impact assessment. Inspections must be carried out without any avoidable disturbances to the operation of bunny.net's services.

4) With respect to all personal data, bunny.net warrants that it will only process personal data in order to provide and improve the service and only in accordance with this Data Processing Agreement.

## **6. Data breach response obligations**

1) bunny.net will implement and maintain appropriate technical, organizational and security measures foreseen in this contract, and other appropriate measures, under the Article 32 of GDPR designed to ensure the level of security of the data appropriate to the risk, maintain strict confidentiality and protect customer data from any kind of data breaches (including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data) and to ensure the confidentiality, integrity, resilience and availability to the best of its technical abilities. Any individuals or Sub Processors who could have access to the data processed on behalf of bunny.net must be obliged in writing to maintain confidentiality, unless legally obliged to do otherwise.

2) bunny.net will notify and offer support to the Client without any unjustifiable delay and, where feasible, no later than 48 hours after becoming aware, of any breach of personal data stored or processed by bunny.net.

3) bunny.net will immediately inform the Client of any inspections, law enforcement requests or measures carried out by supervisory authorities or other third parties if they relate to the commissioned data processing unless legally prohibited from doing so.

## **7. Instructions**

1) The Client has the right of full authority to issue instructions concerning data processing on his/her behalf. bunny.net is obliged to comply with and process the personal data, only on documented Client's instructions, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by Union or Member State law to which the bunny.net is subject.

2) Notwithstanding the foregoing, If bunny.net determines that an instruction carried out by the client violates the legal requirements, bunny.net will inform the Client immediately. bunny.net will then be entitled to suspend the execution of the relevant instructions until the Client confirms or alters said instructions.

## **8. Termination**

1) When terminating the Data Processing Agreement or at any time upon the Client's request, bunny.net will either destroy the data or submit the data to the Client at the Client's discretion. The data must be destroyed in such a way that restoring or recreating the remaining information will no longer be possible, even with considerable effort.

2) bunny.net can temporarily contain older data archived on backup systems. In all such cases, bunny.net shall maintain the client data securely and protect it from any further processing.

3) The terms of this Data Processing Agreement shall remain in effect for so long as bunny.net continues to retain any client data.

4) Cancellation of the agreement by the Client or deleting the Client's user account provided by bunny.net will simultaneously terminate and invalidate this agreement.

## **9. Organizational Measures**

We take strict measures to ensure that privacy is upheld and do our best to help our clients do the same with strict privacy features, the ability to turn off all logging and or anonymize IPs.

Only support/developers have access to account users' information to be able to better support the user, along with fixing issues if they arise.

If the EU is the only selected PoPs within an account, all data will flow through our EU locations, without any data being transmitted outside of the EU.

The same applies with EU Storage, data stored on our Edge Storage Zones would only be held within the EU and would not be transferred outside, unless configured to do so.

We evaluate all companies we work with to make sure they adhere to all GDPR laws and data protection requirements.

We keep all raw logs within memory which is removed every 20-30 seconds, so no data is kept past that time.

## 10. Technical Measures

- Storing all personally identifiable information on the CDN edge in memory only for up to 20-30 seconds.
- Passing all of this information in a secure way to a central EU based processing service.
- Automatic internal active monitoring, activity logging, and alerting to ensure this is being upheld.
- Allowing users to control routing and achieve 100% EU based networks if needed.
- Intrusion detection, full monitoring of all infrastructure and access policies are in place to protect data and unauthorized access to our systems.
- A Patch Management policy is in place for all servers within our network, OS/SSH Updates are completed every month, kernel patches are performed every 6 months, unless a security vulnerability is published in which case the patch will be installed within 1 week. Any security vulnerabilities are always patched within 1 week.
- We perform testing of all of our infrastructure including performing a disaster recovery test every three months.

Description	Details
Subject matter of the processing.	bunny.net provides, CDN, Storage, Stream and other related services. The subject matter of the data processing under this DPA is the client data. Client Data will be processed in accordance with this Agreement.
Duration of the processing.	Until the earliest of expiry/termination of the DPA, or the date upon which processing is no longer necessary for the purposes of either party performing its obligations under the DPA.
Nature and purposes of the processing.	Processing necessary information to provide the Service to the client.

<p>Type of Personal Data.</p>	<p>Any Personal Data processed in Client Logs, such as IP addresses, Client logs means any logs of End Users' interactions with Clients' Website or domain and the Service that are made available to Customer via the CDN/Storage.</p> <p>Any Personal Data processed in the Clients Content, the extent of which is determined and controlled by the Client. Client Content means any files, software, scripts, multimedia images, graphics, audio, video, text, data, or other objects originating or transmitted from or processed by any Website or domains owned, controlled or operated by the Client or uploaded by the Client through the Service, and routed to, passed through, processed and/or cached on or within, bunny.net's network or otherwise transmitted or routed using the Service by Client.</p>
<p>Categories of Data Subject.</p>	<p>Clients that access or use Customer's domains, networks, websites, application programming interfaces ("APIs"), and applications, or Clients employees, or contractors who access or use the Services.</p> <p>Clients with login credentials for a bunny.net account and those who administer any of the Services.</p>

Data Controller (Client):

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**TCF Ventures LLC**  
30 N Gould St, Suite 34047  
82801 Sheridan  
United States

Represented by:  
Casey Barnett

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Data Processor (bunny.net):

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**BunnyWay, informacijske storitve d.o.o.**  
Dunajska cesta 165  
1000 Ljubljana  
Slovenia

Represented by:  
Dejan Grofelnik Pelzel



Ljubljana, 17 Mar 2024