

DATA PROCESSING AGREEMENT

Version 1.2 | Effective Date: 27 May 2026

Parties

This Data Processing Agreement ("DPA") is entered into between:

Data Processor:

LiveFox Ltd, a company incorporated in England and Wales (Company No. 17081166), with its registered office at 66a High Street, Rainham, Gillingham, ME8 7JF, United Kingdom ("LiveFox", "we", "us", or "our").

Data Controller:

The organisation or individual entering into the LiveFox Terms of Service and accepting this DPA ("Customer", "Controller", "you").

Together referred to as the "Parties".

Background

LiveFox provides an interactive quiz, poll, and Q&A platform (the "Services") to the Customer under the LiveFox Terms of Service ("Principal Agreement"). In the course of providing the Services, LiveFox processes Personal Data on behalf of the Customer. This DPA sets out the terms on which LiveFox processes such Personal Data and forms part of the Principal Agreement.

Definitions

Personal Data

Any information relating to an identified or identifiable natural person processed by LiveFox on behalf of the Customer in connection with the Services.

Processing	Any operation performed on Personal Data, including collection, recording, storage, adaptation, retrieval, use, disclosure, or
Data Subject	A natural person whose Personal Data is processed under this
UK GDPR	The UK General Data Protection Regulation as retained in UK law by the European Union (Withdrawal) Act 2018, together with the Data Protection Act 2018.
EU GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council.
CCPA	The California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq., as amended by the CPRA.
Standard Contractual Clauses	The standard contractual clauses for the transfer of Personal Data to third countries adopted by the European Commission and/or the UK ICO, as applicable.
Sub-Processor	Any third-party processor engaged by LiveFox to process Personal Data on behalf of the Customer.
Supervisory Authority	The UK Information Commissioner's Office (ICO) and/or the competent EU data protection supervisory authority, as applicable.
Data Protection Law	Means, collectively: (i) the UK General Data Protection Regulation as retained in UK law by the European Union (Withdrawal) Act 2018, together with the Data Protection Act 2018 ("UK GDPR"); (ii) Regulation (EU) 2016/679 of the European Parliament and of the Council ("EU GDPR"); (iii) the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq., as amended by the CPRA ("CCPA"); and (iv) any other applicable data protection, privacy, or similar legislation in force from time to time.
Sensitive Data	Means: (i) social security number, passport number, driver's licence number, or similar identifier; (ii) credit or debit card number; (iii) employment, financial, credit, genetic, biometric, or health information; (iv) racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, data concerning sexual life or sexual orientation, or criminal records; (v) account passwords; or (vi) any other information that constitutes "special categories of personal data" or "sensitive personal information" under applicable Data Protection Law.

1. Scope and Role of the Parties

1.1 The Customer is the Data Controller and LiveFox is the Data Processor in respect of Personal Data processed under the Services.

1.2 LiveFox shall process Personal Data only on documented instructions from the Customer, including as set out in this DPA and the Principal Agreement, unless required to do so by applicable law.

1.3 The subject matter, duration, nature, and purpose of Processing, as well as the types of Personal Data and categories of Data Subjects, are set out in Schedule 1 (Processing Details) to this DPA.

2. LiveFox Obligations

LiveFox shall:

- Process Personal Data only on the Customer's documented instructions, and inform the Customer if it believes an instruction infringes applicable data protection law.
- Ensure that personnel authorised to process Personal Data are bound by appropriate confidentiality obligations.
- Implement and maintain appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing, accidental loss, destruction, or damage, as described in Schedule 2 (Security Measures).
- Not engage Sub-Processors without the prior written authorisation of the Customer, save that the Customer hereby authorises the Sub-Processors listed in Schedule 3, subject to the conditions in clause 4.
- Assist the Customer, by appropriate technical and organisational measures, in fulfilling its obligations to respond to Data Subject requests.
- Assist the Customer in ensuring compliance with its obligations relating to security, breach notification, data protection impact assessments, and prior consultation.
- At the Customer's election, delete or return all Personal Data upon termination of the Services, unless applicable law requires retention.
- Make available all information necessary to demonstrate compliance with this DPA and allow for and contribute to audits by the Customer or a mandated auditor, subject to reasonable notice and confidentiality obligations.

3. Customer Obligations

The Customer shall:

3.1 Ensure it has a lawful basis for Processing Personal Data and for instructing LiveFox to process Personal Data on its behalf.

3.2 Ensure that Data Subjects have been provided with appropriate privacy notices regarding the Processing of their Personal Data through the Services.

3.3 Comply with applicable Data Protection Law in respect of its use of the Services.

3.4 Ensure that any instructions given to LiveFox comply with applicable Data Protection Law.

3.5 The Customer shall not provide (or cause to be provided) any Sensitive Data to LiveFox for Processing under this DPA or the Principal Agreement. LiveFox will have no liability for Sensitive Data, whether in connection with a Personal Data Breach or otherwise. In the event that the Customer provides Sensitive Data to LiveFox, LiveFox shall not be obliged to Process such Sensitive Data.

4. Sub-Processors

4.1 The Customer provides general written authorisation for LiveFox to engage the Sub-Processors listed in Schedule 3 to this DPA.

4.2 LiveFox shall inform the Customer of any intended addition or replacement of Sub-Processors by providing at least 14 days' prior written notice. The Customer may object to a new Sub-Processor on reasonable data protection grounds within 14 days of such notice. If the Parties cannot resolve the objection, either party may terminate the affected Services on written notice without penalty.

4.3 Where LiveFox engages a Sub-Processor, LiveFox shall impose data protection obligations equivalent to those in this DPA on that Sub-Processor by contract.

4.4 LiveFox shall remain liable to the Customer for the acts and omissions of its Sub-Processors to the same extent that LiveFox would be liable if performing the services of each Sub-Processor directly under the terms of this DPA.

5. International Data Transfers

5.1 LiveFox shall not transfer Personal Data outside the United Kingdom or the European Economic Area without ensuring an adequate level of protection in accordance with applicable data protection law.

5.2 Where Personal Data originating from the UK or EEA is transferred to a country not recognised as providing an adequate level of protection, such transfers shall be subject to Standard Contractual Clauses or another appropriate transfer mechanism.

5.3 The Parties hereby incorporate the applicable Standard Contractual Clauses (EU Commission Decision 2021/914 for EU transfers; ICO International Data Transfer Agreement for UK transfers) into this DPA by reference, with LiveFox as the data importer and the Customer as the data exporter, where applicable.

6. Security

6.1 LiveFox shall implement and maintain the technical and organisational security measures described in Schedule 2.

6.2 LiveFox shall assess the risks inherent in the Processing and implement measures to mitigate those risks, taking into account the state of the art, costs of implementation, and the nature, scope, context, and purposes of Processing.

6.3 LiveFox shall ensure that any persons authorised to process Personal Data access it only on a need-to-know basis and are bound by appropriate confidentiality obligations.

7. Personal Data Breaches

7.1 LiveFox shall notify the Customer without undue delay upon becoming aware of a confirmed Personal Data Breach affecting Personal Data processed under this DPA. Where a Personal Data Breach is confirmed, LiveFox shall, to the extent possible and in any event within 72 hours of confirmation, provide the Customer with sufficient information to enable the Customer to meet its own notification obligations under applicable Data Protection Law.

7.2 Such notification shall include, to the extent available at the time: the nature of the breach; the categories and approximate number of Data Subjects concerned; the categories and approximate number of Personal Data records concerned; the likely consequences; and the measures taken or proposed to address the breach.

7.3 LiveFox shall cooperate with the Customer and take such reasonable steps as directed to investigate, mitigate, and remediate the breach.

8. Data Subject Rights

8.1 LiveFox shall promptly notify the Customer upon receiving a request from a Data Subject exercising their rights under applicable data protection law, and shall not respond to such requests except on the documented instructions of the Customer or as required by law.

8.2 LiveFox shall provide reasonable assistance to the Customer in fulfilling its obligations to respond to Data Subject requests, including access, rectification, erasure, restriction, portability, and objection.

9. California Consumer Privacy Act (CCPA)

9.1 To the extent that the Customer is subject to the CCPA and Personal Data includes information about California consumers, the following terms apply.

9.2 LiveFox is a “Service Provider” as defined under the CCPA. LiveFox shall not: (a) sell or share Personal Data; (b) retain, use, or disclose Personal Data for any purpose

other than providing the Services; (c) retain, use, or disclose Personal Data outside the direct business relationship between LiveFox and the Customer; or (d) combine Personal Data with personal information received from other sources, except as permitted by the CCPA.

9.3 LiveFox certifies that it understands and will comply with the restrictions set out in clause 9.2.

9.4 LiveFox shall cooperate with the Customer in responding to verifiable consumer requests relating to Personal Data processed under this DPA.

10. Data Protection Impact Assessments

Where required by applicable data protection law, LiveFox shall provide reasonable assistance to the Customer in conducting Data Protection Impact Assessments and, where necessary, prior consultations with the relevant Supervisory Authority. For the avoidance of doubt, LiveFox shall be entitled to receive reimbursement for any documented costs it reasonably incurs in providing assistance under this clause 10.

11. Audit Rights

11.1 LiveFox shall make available to the Customer all information reasonably necessary to demonstrate compliance with this DPA.

11.2 LiveFox shall allow for, and contribute to, audits and inspections conducted by the Customer or a third-party auditor mandated by the Customer, provided that: (a) the Customer gives at least 30 days' prior written notice; (b) audits are conducted during normal business hours; (c) audits are conducted no more than once per calendar year unless required by a Supervisory Authority; and (d) the auditor is bound by appropriate confidentiality obligations. LiveFox may object to any third-party auditor appointed by the Customer if that auditor is, in LiveFox's reasonable opinion: (i) not suitably qualified or independent; (ii) a competitor, or an affiliate of a competitor, of LiveFox; or (iii) otherwise manifestly unsuitable for the role. Any such objection shall require the Customer to appoint an alternative auditor or conduct the audit itself.

11.3 The Customer shall bear the costs of any audit unless the audit reveals a material breach of this DPA, in which case LiveFox shall bear its own costs.

12. Government and Law Enforcement Requests

Should LiveFox receive a request from a court, regulator, or government agency relating to Customer Personal Data, LiveFox shall notify the Customer that such a

request has been received before complying, unless applicable law prohibits such disclosure. Where prior notice is not permitted, LiveFox shall notify the Customer as soon as it is legally permissible to do so.

13. Term and Termination

13.1 This DPA shall remain in force for the duration of the Principal Agreement.

13.2 Upon termination or expiry of the Principal Agreement, LiveFox shall, at the Customer's written election, either securely delete or return all Personal Data within 90 days, and certify in writing that it has done so, unless applicable law requires retention of the Personal Data. This requirement shall not apply to Personal Data archived in back-up systems, which LiveFox shall securely isolate, protect from any further Processing, and eventually delete in accordance with LiveFox's deletion policies, except to the extent required by applicable law.

14. Liability

14.1 Each party's liability under this DPA shall be subject to the limitations and exclusions set out in the Principal Agreement.

14.2 Nothing in this DPA shall limit either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law.

15. Governing Law and Jurisdiction

15.1 This DPA shall be governed by and construed in accordance with the laws of England and Wales.

15.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute arising under or in connection with this DPA, without prejudice to any mandatory legal requirements applicable in the Customer's jurisdiction.

16. General

16.1 This DPA, together with its Schedules and the Principal Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof.

16.2 In the event of any conflict between this DPA and the Principal Agreement with respect to the subject matter of this DPA, this DPA shall prevail.

16.3 LiveFox may amend this DPA from time to time. Material amendments will be notified to the Customer at least 30 days in advance. Continued use of the Services after the effective date of an amendment constitutes acceptance.

16.4 If any provision of this DPA is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Execution

By accepting the LiveFox Terms of Service, or by countersigning this DPA, the Customer agrees to be bound by its terms.

For and on behalf of LiveFox Ltd	For and on behalf of the Customer
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

SCHEDULE 1 — PROCESSING DETAILS

Subject Matter

The provision of LiveFox's interactive quiz, poll, and Q&A platform and associated features.

Duration

For the term of the Principal Agreement between the Parties.

Nature and Purpose of Processing

Processing is carried out to provide the Services, including:

- Hosting and delivering quiz and poll sessions to participants.
- Generating real-time leaderboards and analytics.
- Providing AI-powered question generation.
- Facilitating audience Q&A and engagement.
- Storing session results and quiz analytics.
- Sending transactional communications relating to the Services.
- Authenticating users and managing account access.

Types of Personal Data

- Participant names (where provided).
- Email addresses (for account holders and, where collected, participants).
- Quiz responses and scores.
- Usage data and session analytics.
- Device and browser information.
- IP addresses.
- Any additional data voluntarily submitted by the Customer or participants through the Services.

Categories of Data Subjects

- The Customer's employees, contractors, and administrators who use the LiveFox platform.
- Participants who join quizzes, polls, or Q&A sessions hosted by the Customer.
- Attendees at events facilitated using the Services.

SCHEDULE 2 — TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

LiveFox implements the following security measures to protect Personal Data:

Access Controls

- Role-based access controls limiting access to Personal Data to authorised personnel on a need-to-know basis.
- Unique credentials required for all personnel accessing production systems.
- Multi-factor authentication for administrative access to core systems.
- Regular review and revocation of access rights upon role change or departure.

Data Encryption

- Personal Data is encrypted in transit using TLS 1.3 or higher.
- Personal Data is encrypted at rest using industry-standard encryption.

Infrastructure Security

- The Services are hosted on cloud infrastructure maintained by Lovable (powered by Supabase) with physical security controls, redundancy, and availability monitoring.
- Regular security patching and updates to systems and dependencies.

- Separation of production and non-production environments.

Data Minimisation and Retention

- LiveFox collects only Personal Data necessary for the provision of the Services.
- Personal Data is retained only for as long as required under the Principal Agreement or applicable law.

Incident Response

- LiveFox maintains an internal incident response process covering detection, containment, investigation, notification, and remediation.
- Data breaches are escalated to a designated point of contact for assessment and regulatory notification where required.

Personnel

- Employees with access to Personal Data receive data protection awareness training.
- All personnel are contractually bound by confidentiality obligations.

Vendor Management

- Sub-Processors are assessed for security and data protection compliance prior to engagement.
- Data processing agreements are in place with all Sub-Processors.

Business Continuity

- Regular backups of data are performed and tested.
- LiveFox maintains a business continuity and disaster recovery plan.

LiveFox reviews and updates these measures periodically and in response to changes in the threat landscape or applicable legal requirements.

SCHEDULE 3 — AUTHORISED SUB-PROCESSORS

The following Sub-Processors are authorised as at the effective date of this DPA:

Sub-Processor	Location	Purpose	Privacy Policy
Lovable / Supabase	EU / US	Application hosting, database, and infrastructure	supabase.com/privacy
Stripe, Inc.	United States	Payment processing and	stripe.com/privacy
Google Workspace	United States	Internal email communications (receiving only)	policies.google.com/privacy
Resend	United States	Transactional email delivery	resend.com/legal/privacy-policy

LiveFox will update this Schedule and notify the Customer of any changes to Sub-Processors in accordance with clause 4.2 of this DPA. The current list of Sub-Processors is also available at golivefox.com/legal.

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