

Data Processing Addendum (DPA)

Effective Date: December 2021

This Data Processing Addendum ("Addendum") is incorporated into the Terms of Service or other written agreement ("Agreement") between Scribo Holdings Pte Ltd ("Processor") and the customer ("Controller") who uses Processor's services ("Services"). This Addendum reflects the parties' agreement with regard to the processing of personal data under the EU General Data Protection Regulation ("GDPR").

1. Definitions

- 1.1 **Controller:** The entity that determines the purposes and means of processing personal data.
 - 1.2 **Processor:** The entity that processes personal data on behalf of the Controller.
 - 1.3 **Data Subject:** An identified or identifiable natural person whose personal data is processed.
 - 1.4 **Personal Data:** Any information relating to a Data Subject as defined under GDPR.
 - 1.5 **Processing:** Any operation performed on personal data, as defined under GDPR.
 - 1.6 **Sub-Processor:** Any third party engaged by the Processor to process personal data.
 - 1.7 **Standard Contractual Clauses (SCCs):** The European Commission's model clauses for the transfer of personal data to third countries.
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2. Roles and Scope

- 2.1 The Controller determines the purposes and means of processing personal data.
 - 2.2 The Processor processes personal data only on the documented instructions of the Controller, as necessary to provide the Services under the Agreement.
 - 2.3 The Controller provides documented instructions by accepting the Processor's Terms of Service or Data Processing Addendum, or by using the Services and configuring features that involve data processing.
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3. Processing Details

- 3.1 **Subject Matter:** The processing of personal data necessary to provide the Services.
- 3.2 **Duration:** The duration of the Agreement, unless otherwise required by applicable law.
- 3.3 **Nature and Purpose:** To provide educational services, including automated essay feedback, analysis, and related functionalities as described in the Agreement.
- 3.4 **Data Subjects:** Students, teachers, or other users designated by the Controller.

3.5 Categories of Personal Data: Names, email addresses, school identifiers, assignment data, and any other data provided by the Controller.

4. Obligations of the Processor

4.1 The Processor will:

- Process personal data only on documented instructions from the Controller, provided by means of 2.3 above.
 - Implement appropriate technical and organizational measures to ensure the security of personal data.
 - Ensure confidentiality obligations are upheld by personnel accessing personal data.
 - Assist the Controller in responding to Data Subject rights requests.
 - Notify the Controller without undue delay in the event of a personal data breach.
 - Assist the Controller with data protection impact assessments where necessary.
 - Upon termination of the Agreement, delete or return all personal data to the Controller, unless otherwise required by law.
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5. Sub-Processing

5.1 The Controller authorizes the Processor to engage Sub-Processors for the purposes of providing the Services. The Processor uses Google and Microsoft for Single Sign-On (SSO) services. No personally identifiable information (PII) is shared with any other third-party services.

5.2 The Processor will:

- Enter into written agreements with Sub-Processors requiring compliance with obligations equivalent to this Addendum.
- The Processor maintains current Sub-Processors engaged to provide Services in our Privacy Policy. The Controller agrees to periodically review the policy for updates. The Processor will update this list at least 30 days prior to engaging any new Sub-Processor to process personal data.

The Controller may object to the use of a new Sub-Processor within 30 days of the update, provided the objection is based on reasonable, GDPR-related grounds. If no objection is received within this period, the new Sub-Processor is deemed accepted.

6. Data Transfers

6.1 The Processor processes personal data in Australia and may transfer personal data to third countries outside the European Economic Area (EEA) where necessary.

6.2 Such transfers will comply with GDPR by incorporating SCCs into this Addendum. Links to the SCCs applicable to this Addendum are available below and form part of this Addendum:

- [Controller to Processor SCCs](#)
- [Processor to Controller SCCs](#)
- [Controller to Controller SCCs](#)

7. Security Measures

7.1 The Processor implements appropriate technical and organizational measures, including but not limited to:

- Encryption of data.
- Access controls to limit data access to authorized personnel.
- Regular security assessments and audits.

8. Data Subject Rights

8.1 The Processor will assist the Controller in responding to Data Subject rights requests, including requests for access, rectification, erasure, restriction, or data portability.

9. Liability and Indemnification

9.1 Each party's liability under this Addendum is subject to the limitations of liability set forth in the Agreement.

10. Termination

10.1 Upon termination of the Agreement, the Processor will delete or return all personal data to the Controller, unless retention is required by law.

11. Incorporation of SCCs

11.1 The parties agree that the SCCs approved by the European Commission are incorporated into this Addendum.

12. Contact Information

12.1 For questions regarding this Addendum, please contact team@literatu.com

By signing the Agreement or accepting the Terms of Service, the Controller acknowledges and agrees to this Data Processing Addendum.