

## **European Commission Standard Contractual Clauses for Data Transfers**

To comply with European data protection laws, particularly when transferring personal data outside the European Economic Area (EEA), Crumbless adheres to the European Commission's Standard Contractual Clauses (SCCs). These clauses provide the necessary safeguards and are legally binding commitments to ensure that your data receives an adequate level of protection when processed by us or our third-party service providers outside the EEA.

### **Implementation of SCCs**

#### **1. Scope and Applicability:**

- These clauses apply to the transfer of personal data to countries outside of the EEA where such transfers do not benefit from an adequacy decision by the European Commission.
- Specifically, these clauses cover the personal data collected and processed through the Crumbless Keyword Plugin Tool for the purpose of providing targeted advertising and related services.

#### **2. Data Protection Measures:**

- Crumbless commits to processing the personal data in accordance with the data protection principles set out in the SCCs. This includes ensuring data subject rights, implementing appropriate security measures, and limiting use to the agreed purposes.
- The specific measures include encrypted data transfers, regular audits, and compliance with EU data subjects' rights.

#### **3. Third-Party Data Processors:**

- Where Crumbless engages third-party service providers (data processors) who may have access to or process personal data, such processors will be bound by the terms of these SCCs.
- We will ensure that such third parties provide sufficient guarantees to implement appropriate technical and organizational measures in compliance with the SCCs.

#### **4. Rights of Data Subjects:**

- Data subjects have the right to enforce the SCCs as third-party beneficiaries. This includes rights to obtain copies of the SCCs under certain conditions, subject to confidentiality provisions.
- Data subjects can lodge complaints with an appropriate supervisory authority and obtain redress, as specified in the clauses.

#### **5. Legal Compliance and Dispute Resolution:**

- Crumbless will maintain compliance with the SCCs and cooperate with supervisory authorities in case of inquiries or complaints.
- Disputes arising from these clauses will be resolved through the mechanisms outlined in the SCCs, including possible litigation in the courts of the Member State where Crumbless is established.

### **Documentation and Audit:**

- Crumbless will keep detailed records of all data processing activities carried out under these SCCs and will make them available to the supervisory authority on request.

- Regular audits will be conducted to ensure compliance with the clauses and to address any issues identified during such audits.