

In connection with the Services and/or Software being provided to the Partner (“**Partner**”, “**Data Controller**”) by BRS GOLF Limited and/or GOLFNOW, LLC (as applicable) (“**GOLF**”, “**Data Processor**”) under a Partnership Agreement subject to the [Standard Terms and Conditions](#) (“**Existing Agreement**”), the terms of this Data Processing Agreement (“**DPA**”) shall govern the processing of Partner Data by GOLF as a data processor.

Unless otherwise agreed and except where the contrary intention is obvious, if there is any conflict between the terms of this DPA and any Existing Agreement, this DPA shall take precedence.

## **1.1 DEFINITIONS**

“**Partner Data**” means any Personal Data that relates to the Partner’s member and visitor Golfers, provided to GOLF in relation to GOLF’s provision of the Software and/or Services, as may be further detailed in the Existing Agreement and/or any applicable Order Forms.

“**Personal Data**” means any information that relates to an individual person and that, alone or in combination with other data, can be used to identify, contact, or precisely locate an individual person, or other information that constitutes “personal data” under applicable Data Protection Law.

“**SCCs**” means the unchanged, EU Commission-approved version of the standard contractual clauses in Commission Decision 2021/914/EU (as set out in <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32021D0914&from=EN>), or any successor clauses that have been approved by the European Commission, or any equivalent clauses issued by the UK or Swiss authorities.

“**Data Protection Legislation**” all laws relating to the processing of personal data, privacy and security, including, without limitation, the UK Data Protection Act 1998, the UK GDPR, the EU General Data Protection Regulation 2016/679, the EU Privacy and Electronic Communications Directive 2002/58/EC, as implemented in each jurisdiction, and all amendments, or all other applicable or replacement international, regional, federal or national data protection laws.

Terms such as “**data controller**”, “**data processor**”, “**personal data**” and “**personal data breach**” shall have the meanings (or reasonable equivalents) ascribed to them in the applicable Data Protection Legislation.

## **1.2 APPOINTMENT AND INSTRUCTIONS**

Partner hereby instructs GOLF to process Partner Data in accordance with this DPA and as required to provide the Services and/or Software.

## **1.3 PROCESSING OVERVIEW**

The categories of Partner Data to be processed by GOLF, the processing activities to be performed under this Agreement, and the subcontractors and processing locations that have been approved by Partner are set out in Schedule 1 (Processing Overview).

## **1.4 DATA PROCESSOR OBLIGATIONS**

GOLF shall:

- 1.4.1 Only process Partner Data in accordance with Partner’s reasonable, lawful and documented instructions given from time to time, including in the Existing Agreement, this DPA and any applicable Order Forms;
- 1.4.2 ensure its personnel who may be required by GOLF to assist it in meeting its obligations under the Agreement are under a binding obligation to protect the confidentiality of Partner Data;
- 1.4.3 implement and maintain appropriate technical and organisational measures to protect Partner Data, including the measures described in Schedule 2 to this DPA, which may be revised by GOLF from time to time in its sole discretion, and including, as appropriate: (i) the pseudonymisation and encryption of Client

Personal Data; (ii) the ability to ensure the on-going confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to Partner Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;

- 1.4.4 taking into account the nature of the processing, provide Partner with reasonable assistance and co-operation, insofar as this is possible, to assist the Partner in complying with its obligations under Data Protection Legislation with respect to a Partner Data breach, individual rights requests from Golfers, and otherwise as required by Data Protection Legislation;
- 1.4.5 provide Partner with such information as is necessary to demonstrate compliance with this DPA and, where required by applicable Data Protection Legislation, allow Partner to audit GOLF's processing of personal data (the terms of which to be agreed by the parties); the parties may agree that such audit shall include a physical inspection where the documentation provided by GOLF fails to demonstrate its compliance with Data Protection Legislation;
- 1.4.6 subcontract processing of personal data only pursuant to a written agreement that shall impose obligations no less onerous than those set out in this DPA and shall remain liable for the actions of its Sub-Processors. Partner acknowledges and agrees that GOLF may engage the Sub-Processors listed in the Processing Overview / Appendix 1 to the C2P SCC. Partner may reasonably object to GOLF using a new Sub-Processor by notifying GOLF promptly in writing within ten (10) days after receipt of GOLF's notice to be provided by email, setting out the reasons for its objection. In the event Partner objects to a new sub-processor, as permitted in this Condition 1.4.6, GOLF will use reasonable efforts to make available to Partner a change in the Services or recommend a commercially reasonable change to Partner's configuration or use of the Services to avoid processing of Partner Data by the objected-to new Sub-processor;
- 1.4.7 adopt reasonable measures to ensure legally compliant cross-border transfers of Partner Data pursuant to this Agreement as further specified in clause 1.5;
- 1.4.8 notify Partner without undue delay of any personal data breach, including any accidental, unlawful or unauthorised destruction, disclosure, loss, alteration or access in relation to Partner Data processed on behalf of Partner;
- 1.4.9 upon termination or expiry of the Partnership Agreement, at Partner's choice, promptly delete, return or transfer to Partner's successor all Partner Data in accordance with Conditions 8.4 and 8.5 of the Standard Terms and Conditions to the Partnership Agreement.

## **1.5 INTERNATIONAL DATA TRANSFERS**

If and to the extent GOLF's provision of the Software and/or Services involves the transfer of personal data from a Partner established in the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to GOLF in the United States, the SCC shall be deemed to be incorporated by reference in this Agreement and the provisions of the controller to processor module shall apply. Any onward transfers to sub-processors made by GOLFNOW LLC shall comply with the requirements of the SCC.

If and to the extent GOLF's provision of the Software and/or Services involves the transfer of personal data from BRS GOLF Ltd to GOLF in the United States, or to a sub-processor established in a third country that does not ensure an adequate level of protection as defined by applicable Data Protection Legislation, GOLF shall ensure that such transfer complies with applicable Data Protection Law by executing the SCC with the relevant data recipient, using the provisions of the processor to processor module.

Unless otherwise agreed by the parties, where applicable:

- 1.5.1 Schedules 1, 2 and 3 of this DPA shall apply and be deemed to be Annexes 1, 2 and 3 of the C2P or P2P SCCs;
- 1.5.2 The optional Docking clause shall apply;
- 1.5.3 In Clause 9(a) (use of sub-processors), Option 2 (General Written Authorisation) shall apply, and the time period for informing the data exporter of intended changes to the list of sub-processors shall be 30 days;
- 1.5.4 The optional wording in Clause 11 (Redress) shall not apply;
- 1.5.5 The following choice of law, forum and jurisdictions shall apply in the following scenarios:

Data exporter	SCCs Clause 17 – Governing Law	SCCs Clause 18 – Choice of forum and jurisdiction
Partner in EU	Option 2 – the laws of the EU Member State in which the data exporter is established	The courts of the EU Member State in which the data exporter is established
Partner in UK	Option 1 – the laws of England and Wales	The courts of England and Wales
Partner in Switzerland	Option 1 – the law of Switzerland	The courts of Switzerland

Nothing in this DPA shall be construed to prevail over any conflicting clause of the SCCs. Each party acknowledges that it has had the opportunity to review the SCCs. In relation to services provided by GOLF for the benefit of a Partner established in Switzerland, the SCCs will be deemed to be modified to include the corresponding Swiss law references and the terms of such modified SCCs will be incorporated by reference into this DPA.

In relation to services provided by GOLF for the benefit of a Partner established in the UK, the SCCs will be deemed to be modified as follows: references to the GDPR will be deemed to be references to the UK GDPR and the UK Data Protection Act 2018, references to “supervisory authorities” will be deemed to be references to the UK Information Commissioner, and references to “Member State(s)” or the EU will be deemed to be references to the UK.

For the avoidance of doubt, in the event that the UK authorities issue a set of Standard Contractual Clauses (“**UK SCCs**”) and the SCCs are not considered by the UK authorities to provide appropriate safeguards for Partner Data to which UK laws apply, the UK SCCs shall be incorporated by reference in this Agreement in place of the SCCs or BRS GOLF Ltd shall execute the UK SCCs with the relevant data recipient. Where necessary, the Partner authorizes BRS GOLF Ltd to enter the UK SCCs on its behalf. Where the UK SCCs are incorporated by reference in this Agreement, the information set out in Schedules 1, 2 and 3 of this Agreement shall be deemed to be incorporated into the appropriate sections of the UK SCCs. To the extent that the UK SCCs require the inclusion of additional information not covered by Schedules 1, 2 and 3 of this Agreement, GOLF may incorporate that additional information into the UK SCCs by way of a written notice to Partner.

## 1.6 PARTNER WARRANTIES

Partner warrants that its collection and processing of Partner Data (including the sharing with GOLF under this DPA) shall comply with applicable Data Protection Legislation and that its instructions to GOLF shall be lawful.

## SCHEDULE 1

### Processing Overview / Annex 1 to the SCC (processors)

#### A: LIST OF PARTIES:

##### Details of data exporters (controllers)

*The data exporters will be the legal entities identified as "Partner" in the contract or any applicable order forms.*

Name	Address	Contact person's name address and contact details	Activities relevant to the data transferred under these clauses

##### Details of data importers (processors)

Name	Address	Contact person's name address and contact details	Activities relevant to the data transferred under these clauses
GOLFNOW, LLC	Golf Channel Drive Orlando, Florida USA	<a href="mailto:privacy@versantmedia.com">privacy@versantmedia.com</a>	GOLFNOW and BRS GOLF is a provider of tee time booking, marketing, technology and management software and services to the data exporter.
BRS Golf Limited	City Quays 1 7 Clarendon Road Belfast UK BT1 3BG		

#### B. DESCRIPTION OF TRANSFER / PROCESSING OVERVIEW

##### 1. Categories of data subjects whose personal data is transferred

The personal data transferred concern the following categories of data subjects:

Partner's Golfers

##### 2. Categories of personal data transferred

The personal data transferred concern the following categories of data:

- Identification and contact data, including first and last name, user name, email address, date of birth, phone number, mobile phone number, address, town, postcode, country, customer number, club ID and other club details
- Transaction / booking data, including booking ID, tee time and date, booking time and date, other booking details, including names of other players
- Marketing preferences
- IT Information, including IP Address

##### 3. Special Categories of Data / Sensitive Personal Data

None.

##### 4. The frequency of the transfer

The data is transferred on a continuous basis.

#### **5. Nature of the Processing**

The personal data transferred will be subject to the following basic processing activities (please specify):

In order to provide the Software and/or Services, GOLF will host, maintain and support a system holding Partner Data. GOLF will grant Partner's Golfers electronic access to this system.

#### **6. Purpose of the data transfer and further processing**

The purpose of the transfer and processing is as described in paragraph 5 above (nature of the processing).

#### **7. Period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period**

The data importer will retain the personal data for the duration of its agreement with the data exporter or as otherwise specified in the Partnership Agreement, unless instructed by data exporter to return or delete the data at an earlier or later date.

#### **8. Transfers to sub-processors**

The authorised sub-processors, and the nature of the processing performed by each one is set out in Annex III. The processing shall be for the duration of the agreement with the Partner unless GOLF notifies the Partner of a change in sub-processor pursuant to clause 1.4.6.

### **C. COMPETENT SUPERVISORY AUTHORITY**

*[Specify competent supervisory authority. This will be the data protection authority that supervises the Partner. In general this will be the data protection authority in the country where the Partner is though there are some exceptions e.g. if an organisation has branches in more than one EU member state]*

## SCHEDULE 2

### Annex III to the C2P SCCs - Technical and Organizational Measures

#### Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

This Appendix 2 forms part of the Clauses and must be completed by the parties.

Data importer agrees and warrants that it has implemented and will maintain technical and organisational measures appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing. These measures ensure a level of security appropriate to the risks presented by the processing and the nature, scope, context and purposes of the processing, having regard to the state of the art and the cost of their implementation, including as appropriate: (i) the pseudonymisation and encryption of personal data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

The measures data importer has taken include, as appropriate and without limitation:

1. Implementation of and compliance with a written information security program consistent with established industry standards and including administrative, technical, and physical safeguards appropriate to the nature of personal data and designed to protect such information from: unauthorized access, destruction, use, modification, or disclosure; unauthorized access to or use that could result in substantial harm or inconvenience to the data exporter, its customers or employees; and any anticipated threats or hazards to the confidentiality, security, availability or integrity of such information.
2. Adopting and implementing appropriate policies and standards related to security;
3. Assigning responsibility for information security management;
4. Devoting adequate personnel resources to information security;
5. Carrying out verification checks on permanent staff who will have access to personal data;
6. Conducting appropriate background checks and requiring employees, vendors and others with access to the personal data to enter into written confidentiality agreements;
7. Conducting training to make employees and others with access to personal data aware of information security risks and to enhance compliance with data importer's policies and standards related to data protection;
8. Preventing unauthorized access to the personal data through the use, as appropriate, of physical and logical (passwords) entry controls, secure areas for data processing, procedures for monitoring the use of data processing facilities, built-in system audit trails, use of secure passwords, network intrusion detection technology, encryption and authentication technology, secure log-on procedures, and virus protection, monitoring compliance with data importer's policies and standards related to data protection on an ongoing basis. In particular, data importer has implemented and complies with, as appropriate and without limitation:
  - a. Confidentiality
    - (1) Physical access control measures to prevent unauthorized access to data processing systems (e.g., access ID cards, card readers, desk officers, alarm systems, motion detectors, burglar alarms, video surveillance and exterior security);
    - (2) Denial-of-use control measures to prevent unauthorized use of data protection systems (e.g., automatically enforced password complexity and change requirements, firewalls, etc.);
    - (3) Requirements-driven authorization scheme and access rights, and monitoring and logging of system access to ensure that persons entitled to use a data processing system have access only to the data to which they

have a right of access, and that personal data cannot be read, copied, modified or removed without authorization (virtual access controls);

b. Integrity

(1) Data transmission control measures to ensure that personal data cannot be read, copied, modified or removed without authorization during electronic transmission, transport or storage on data media, and transfer and receipt of records. In particular, data importer's information security program shall be designed (transfer control):

i. To encrypt in storage any data sets in data importer's possession, including sensitive personal data.

ii. To ensure that any sensitive personal data transmitted electronically (other than by facsimile) to a person outside data importer's IT system or transmitted over a wireless network is encrypted to protect the security of the transmission.

(2) Data Entry control measures to ensure data importer can check and establish whether and by whom personal data has been input into data processing systems, modified, or removed (input control);

c. Availability and resilience

Availability control includes measures to ensure that personal data are protected against accidental destruction and loss.

d. A process for regularly testing, assessing and evaluating

(1) Organizational control

(2) Privacy by default

(3) Subcontractor supervision measures to ensure that, in the case data importer is permitted to use sub-processors, the data is processed strictly in accordance with the controller's instructions including, as appropriate and without limitation;

i. Measures to ensure that personal data is protected from accidental destruction or loss including, as appropriate and without limitation, data backup, retention and secure destruction policies; secure offsite storage of data sufficient for disaster recovery; uninterrupted power supply, and disaster recovery programs;

ii. Measures to ensure that data collected for different purposes can be processed separately including, as appropriate and without limitation, physical or adequate logical separation of client data.

9. Taking such other steps as may be appropriate under the circumstances.

# DATA PROCESSING AGREEMENT

## SCHEDULE 3

### Annex III to the C2P SCCs – LIST OF SUB-PROCESSORS

The Sub-Processors GOLF engages vary depending on the Software and Services the Partner receives and the country where they are located. The Partner has authorised the use of the following sub-processors:

Subprocessor	Contact	Data	Location	Role	Website	Customers
<b>Sparkpost (Message Systems, Inc)</b>	See Chief Privacy Officer contact details in vendor' s privacy policy	Identification/Contact information including first and last name, email address, customer number.  Transaction / booking data, including: booking ID, tee time and date, booking time and date.	US	Email delivery service	<a href="https://www.sparkpost.com/">https://www.sparkpost.com/</a>	All Partner Golf Clubs that utilise software and services delivered by BRS Golf including member and visitor engines.
<b>Clickatell</b>	See Chief Privacy Officer contact details in vendor' s privacy policy	Identification/Contact information including: first and last name, mobile telephone number  Transaction / booking data, including: booking ID, tee time and date, booking time and date.	South Africa US	SMS Messaging Platform	<a href="http://Clickatell.com">Clickatell.com</a>	This is a premium service and is only enabled if a Golf Club has purchased a licence to the SMS Messaging Module.
<b>Amazon</b>	See Chief Privacy Officer contact details in vendor' s privacy policy	All data including personal data	UK Ireland United States Australia	Data centre hosting facility and cloud-based contact center platform.	<a href="https://aws.amazon.com">https://aws.amazon.com</a>	Depending on the proximity and other factors this vendor may be utilised as a data center where back-ups of the Golf Club's data held by BRS golf will be created and stored each day.  In addition support telephone calls are



						services through AWS as a contact center platform.
<b>Google (Cloud)</b>	See Chief Privacy Officer contact details in vendor' s privacy policy	All data including personal data	Belgium UK Australia	Server hosting facility	<a href="https://cloud.google.com/">https://cloud.google.com/</a>	Depending on the proximity and other factors this vendor may be utilised as a data center where back-ups of the Golf Club's data held by BRS golf will be created and stored each day.
<b>Mandrill by MailChimp</b>	See Chief Privacy Officer contact details in vendor' s privacy policy	Identification/Contact information including first and last name, email address, customer number.	United States	Email delivery platform	<a href="https://www.mandrill.com/">https://www.mandrill.com/</a>	All Golf Club's that create marketing campaigns via GolfNow Central
<b>Paypal</b>	See Chief Privacy Officer contact details in vendor' s privacy policy	Personal Data necessary to manage and process payment transactions such as: cardholder name, email address, unique customer identifier, date/time/amount of transaction, merchant name/ID and location. No credit card information of individuals is stored by BRS Golf or the Partner.	United States	Auto payments/renewals processing	<a href="https://www.paypal.com/">https://www.paypal.com/</a>	Partner Golf Clubs that utilise GolfNow booking engines.
<b>Salesforce</b>	See Chief Privacy Officer contact details in vendor' s	Personal Data necessary to provide services such as:  Identification/Contact information including	United States	Cloud-based customer service management and communications service	<a href="https://www.salesforce.com/">https://www.salesforce.com/</a>	All Partner Golf Club's.

	privacy policy	first and last name, email address, telephone number.				
<b>Twilio</b>	See Chief Privacy Officer contact details in vendor' s privacy policy	<p>Identification/Contact information including first and last name, email address, customer mobile number.</p> <p>Transaction / booking data, including: booking ID, tee time and date, booking time and date.</p>	United States	SMS messaging platform	<a href="https://www.twilio.com/">https://www.twilio.com/</a>	This is a premium service and is only enabled if a Golf Club has purchased a licence to the SMS Messaging Module.
<b>UKDedicated</b>	See Chief Privacy Officer contact details in vendor' s privacy policy	All data including personal data.	UK	Data centre hosting facility	<a href="https://www.ukdedicated.com/">https://www.ukdedicated.com/</a>	Depending on the proximity and other factors this vendor may be utilised as a data center where back-ups of the Golf Club's data held by BRS golf will be created and stored each day.
<b>Cloudflare</b>	See Chief Privacy Officer contact details in vendor' s privacy policy	Limited personal data but includes IP Address.	United States	Content delivery network	<a href="https://www.cloudflare.com/">https://www.cloudflare.com/</a>	All Partner Golf Clubs.
<b>Akamai</b>	See Chief Privacy Officer contact details in vendor' s privacy policy	Limited personal data but includes IP Address.	United States	Content delivery network	<a href="https://www.akamai.com/">https://www.akamai.com/</a>	All Partner Golf Clubs.

<b>Highwinds</b>	See Chief Privacy Officer contact details in vendor' s privacy policy	Limited personal data but includes IP Address.	United States	Content delivery network	<a href="https://www.highwinds.com/">https://www.highwinds.com/</a>	All Partner Golf Clubs.
<b>Stripe*</b>  <i><b>*For certain purposes (e.g., monitoring, preventing and detecting fraudulent payment transactions, complying with legal or regulatory obligations to which Stripe is subject in relation to the processing of payment data etc.), Stripe will act as a data controller rather than a data processor.</b></i>	See Chief Privacy Officer contact details in vendor' s privacy policy	Personal Data necessary to manage and process payment transactions such as: cardholder name, email address, unique customer identifier, date/time/amount of transaction, merchant name/ID and location. No credit card information of individuals is stored by BRS Golf or the Partner.	UK Ireland Australia United States	Payment processing services	<a href="https://stripe.com/">https://stripe.com/</a>	This is a premium service and is only enabled if a Partner Golf Club has the merchant module, the BRS Visitor Module, Memberships, G1 EPOS and other services that require the Partner to sign up to a Payments Agreement.
<b>Golf Genius</b>	See Chief Privacy Officer contact details in vendor' s privacy policy	Identification/Contact information including first and last name, email address, customer number.  Transaction / booking data, including: booking ID, tee time and date, booking time and date.	UK United States	Golf Competition and Handicap Services	<a href="https://www.golfgenius.com/">https://www.golfgenius.com/</a>	Golf Club Partner's who have signed up to the Competition & Handicap Services.