

# Data Processing Addendum

## Data Processing Addendum

**Last updated 23 May 2018**

This E-junkie Data Processing Addendum ("Addendum") amends the E-junkie Terms of Service (the "Agreement") by and between you and Sine Info Ventures Private Limited ("E-junkie").

### 1. Definitions

1.1 "Data Protection Legislation" means European Directives 95/46/EC and 2002/58/EC, and any legislation and/or regulation implementing or made pursuant to them, or which amends or replaces any of them (including the General Data Protection Regulation, Regulation (EU) 2016/679);

1.2 "Data Processor", "Data Subject", "Processor", "Processing", "Subprocessor", and "Supervisory Authority" shall be interpreted in accordance with applicable Data Protection Legislation;

1.3 "Personal Data" as used in this Addendum means information relating to an identifiable or identified Data Subject who visits or engages in transactions through your store (a "Customer"), which E-junkie Processes as a Data Processor in the course of providing you with the Services. Notwithstanding the foregoing sentence, Personal Data does not include information that E-junkie processes in the context of services that it provides directly to a

consumer, such as through its consumer-facing applications like Frenzy or its consumer-facing services like E-junkie; and

1.4 All other capitalized terms in this Addendum shall have the same definition as in the Agreement.

## 2. Data Protection

2.1. Where a Data Subject is located in the European Economic Area, that Data Subject's Personal Data will be processed by E-junkie. As part of providing the Services, this Personal Data may be transferred to other regions, including to United States. Such transfers will be completed in compliance with relevant Data Protection Legislation.

2.2. When E-junkie Processes Personal Data in the course of providing the Services, E-junkie will:

- 2.2.1. Process the Personal Data as a Data Processor, only for the purpose of providing the Services in accordance with documented instructions from you (provided that such instructions are commensurate with the functionalities of the Services), and as may subsequently be agreed to by you. If E-junkie is required by law to Process the Personal Data for any other purpose, E-junkie will provide you with prior notice of this requirement, unless E-junkie is prohibited by law from providing such notice;
- 2.2.2. notify you if, in E-junkie's opinion, your instruction for the processing of Personal Data infringes applicable Data Protection Legislation;
- 2.2.3. notify you promptly, to the extent permitted by law, upon receiving an inquiry or complaint from a Data Subject or Supervisory Authority relating to E-junkie's Processing of the Personal Data;
- 2.2.4. implement and maintain appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction, damage or theft of Personal Data and appropriate to the nature of the Personal Data which is to be protected;
- 2.2.5. provide you, upon request, with up-to-date attestations, reports or extracts

thereof where available from a source charged with auditing E-junkie's data protection practices (e.g. external auditors, internal audit, data protection auditors), or suitable certifications, to enable you to assess compliance with the terms of this Addendum;

- 2.2.6. notify you promptly upon becoming aware of and confirming any accidental, unauthorized, or unlawful processing of, disclosure of, or access to the Personal Data;
- 2.2.7. ensure that its personnel who access the Personal Data are subject to confidentiality obligations that restrict their ability to disclose the Customer Personal Data; and
- 2.2.8. upon termination of the Agreement and if requested by you, E-junkie will promptly initiate its purge process to delete or anonymize the Personal Data within (30) days. If you request a copy of such Personal Data within (60) days of termination (and before such Personal Data is deleted or anonymized, if requested), E-junkie will provide you with a copy of such Personal Data.

2.3 In the course of providing the Services, you acknowledge and agree that E-junkie may use Subprocessors to Process the Personal Data. E-junkie's use of any specific Subprocessor to process the Personal Data must be in compliance with Data Protection Legislation and must be governed by a contract between E-junkie and Subprocessor.

### **3. Miscellaneous**

3.1 In the event of any conflict or inconsistency between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall prevail. For avoidance of doubt and to the extent allowed by applicable law, any and all liability under this Addendum, including limitations thereof, will be governed by the relevant provisions of the Agreement. You acknowledge and agree that E-junkie may amend this Addendum from time to time by posting the relevant amended and restated Addendum on E-junkie's website, available at <https://www.e-junkie.com/wiki/data-processing-addendum> and such amendments to the Addendum are effective as of the date of posting. Your continued use of the Services after the amended Addendum is posted to E-junkie's website constitutes your agreement to, and acceptance of, the amended Addendum. If you do not agree to any changes to the Addendum, do not continue to use the Service.

3.2 Save as specifically modified and amended in this Addendum, all of the terms, provisions and requirements contained in the Agreement shall remain in full force and effect and govern

this Addendum. If any provision of the Addendum is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Addendum shall remain operative and binding on the parties.

3.3 The terms of this Addendum shall be governed by and interpreted in accordance with the laws of the New Delhi, India applicable therein, without regard to principles of conflicts of laws. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New Delhi, India with respect to any dispute or claim arising out of or in connection with this Addendum.

## See also:

- [Terms of Service](#)
- [Privacy Policy](#)
- [End User Privacy Policy](#)
- [GDPR](#)



### Email Support

Email Support at  
[support@e-junkie.com](mailto:support@e-junkie.com)

