

**COGECO PEER 1
DATA PROCESSOR ADDENDUM
FREQUENTLY ASKED QUESTIONS (v1.0 – March 2018)**

1 Introduction

- 1.1 The privacy and security of our Customer's data is one of Cogeco Peer 1's highest priorities and forms part of the core values that underpin our business. The introduction of the General Data Protection Regulations (GDPR) in May 2018 significantly changes the laws applicable to Personal Data being controlled and processed by companies. The aim of these FAQ's is to help our customers understand Cogeco Peer 1's obligations under these new laws as it applies to our Services. These FAQ's do not form part of the Data Processor Addendum and are provided for convenience only.

2 Operation of the Addendum

- 2.1 We recommend that you read these frequently asked questions to understand how the Data Processor Addendum operates. The Addendum is drafted to apply to all customers of Cogeco Peer 1 to the extent that its Services are used to process Personal Data. The Addendum supplements Cogeco Peer 1's Master Services Agreement or other terms pursuant to which it provides its Services (Principal Agreement).
- 2.2 **It is not necessary to execute and return a copy of this Addendum as it will apply automatically to your services under the Principal Agreement.** However, if you have any questions about the application of the Addendum to your Services, or about any of the terms of the Addendum, please contact us at privacy@cogecopeer1.com and indicate your Customer name and, if known, your Client ID in the email title.

3 What is Cogeco Peer 1's role and what activities does it provide?

- 3.1 In providing certain Services to our customers, it is likely Cogeco Peer 1 will fulfil the role of a data 'processor'. In particular this is true where the Services include submission of data that is 'at rest' in our services (e.g. hosting services). Other Services may also amount to 'processing' of data submitted and Cogeco Peer 1 recognizes this activity is covered by its Data Processor Addendum. Cogeco Peer 1's customers are solely responsible for determining what Personal Data is processed by our Services. Cogeco Peer 1 does not monitor or evaluate Customers' data at any time.
- 3.2 Our activities are limited to providing the Services you order in accordance with your instructions. Generally speaking this means storing your data and otherwise processing it only to the extent required to operate and maintain the Services. Our specific obligations are outlined in this Data Processor Addendum.
- 3.3 Cogeco Peer 1 remains fully committed to providing secure services that are compliant with data protection laws, nonetheless it is essential to remember that it is the Customer's ongoing obligation, as 'Controller', to determine if the Services they have ordered from Cogeco Peer 1 are, and remain, appropriate for the data processing activities it uses them for, including the level of security applied to the relevant data by Cogeco Peer 1.

4 What is the purpose of the Data Processor Addendum?

- 4.1 Cogeco Peer 1 has developed the attached Data Processor Addendum to provide a comprehensive and robust contractual framework that reflects the nature of Cogeco Peer 1's services and meets current and, to the extent possible, future legal requirements for documenting data processing operations.
- 4.2 We know that the introduction of the General Data Protection Regulation is a significant issue for many of our customers' businesses and we want to support our customer's preparations by making meeting this legal requirement as easy as possible for them.
- 4.3 Cogeco Peer 1 offers services to Customers located globally. The European General Data Protection Regulation imposes some of the toughest data protection laws globally. Rather than try and address only a sub-set of our customers, we have instead drafted the Data Processor Addendum to, as far as possible, meet global requirements by aligning the terms to key data protection principles. This means that customers can benefit from the Data Processor Addendum even if they are not processing EU citizens' data.

5 Does Cogeco Peer 1 use Sub-Processors?

- 5.1 There are certain instances where Cogeco Peer 1 uses sub-processors. In particular, Cogeco Peer 1 adopts a 'follow-the-sun' operations model whereby employees of its UK, US and Canadian subsidiaries help to deliver a single seamless service. The Data Processor Addendum addresses this model and ensures that a legal mechanism is in place that complies with the General Data Protection Regulation (see section 6 below).
- 5.2 Additionally, certain products or services utilize third party providers' technology and may, at times, require their staff to provide underlying support. Where such third parties provide 'sub-processing' activities Cogeco Peer 1 ensures that it has appropriate terms in place to meet legal requirements. An up to date list of Cogeco Peer 1 sub-contractors is available on the Cogeco Peer 1 website [here](#).
- 5.3 In the event we need to introduce a new sub-processor, it is very likely this will be due to a new service being offered, and in all cases we will undertake a thorough and robust review of their security standards. However, in the rare event we are replacing a sub-processor, Cogeco Peer 1 will notify its Customers in accordance with the Data Processor Addendum and customers will have a right to object.

6 How does Cogeco Peer 1 address data transfers to 'third countries'?

- 6.1 Cogeco Peer 1's operations are based in the EU, Canada and the U.S. Through its Data Processor Addendum, Cogeco Peer 1 offers three key mechanisms to ensure transfers of Personal Data to third countries are legal.
 - Finding of adequacy. Where a finding of adequacy applies this is relied upon as the legal basis for transfer (this is the case currently for transfers from the EEA to Canada).

- EU- U.S. Privacy Shield framework. For data transfers to the United States of America, Cogeco Peer 1 has certified under the EU - U.S. Privacy Shield framework. This commits Cogeco Peer 1 to a framework of compliant data protection principles.
- While Cogeco Peer 1 does not operate in other jurisdictions, to ensure we meet any future requirements, for example in the event the UK government fails to negotiate a transitional arrangement with the EU after it exits the EU in 2019, transfers of data from the EEA to a Cogeco Peer 1 entity in a third country will be covered by the standard contractual clauses. This use of the standard contractual clauses is aligned to the guidance issued by the Article 29 Working Party (European data protection supervisory authorities).

6.2 For the purposes of the Standard Contractual Clauses, the ‘Data Exporter’ (identified on page one of the Standard Contractual Clauses and in Appendix 1) is the legal entity that has entered into the Principal Agreement (‘Customer’). However, if the Customer is itself a processor on behalf of a third party, the Data Exporter will be that third party, and the Customer will need to ensure it has authority to enter into the Standard Contractual Clauses on that third party's behalf. Where multiple entities use the Services we assume the Customer enters into the Standard Contractual Clauses on behalf of any subsidiaries or clients.

7 General Data Protection Regulations

7.1 Cogeco Peer 1’s Data Processor Addendum addresses the specific Data Processor Addendum requirements laid out in Article 28 of the GDPR. We have provided below a checklist outlining each specific requirement of Article 28 and identifying the section of the Data Processor Addendum that addresses it.

GDPR Requirement	Relevant Section in DPA
Art. 28 (3) Subject-matter and duration of the processing, the nature and purpose of the processing.	Sec. 11.2
Art. 28 (3) Type of personal data and categories of data subjects .	Sec. 11.3
Art. 28 (3) (a) Processor processes the personal data only on documented instructions from the controller.	Sec. 3.2
Art. 28 (3) (b) Persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.	Sec. 4.1
Art. 28 (3) (c) Processor has taken all measures required pursuant to Article 32 .	Sec. 8.1
Art. 28 (3) (d) Processor respects the conditions referred to in paragraph 2 and 4 for engaging another processor .	Sec. 5
Art. 28 (3) (e) Processor assists the controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the controller's	Sec. 6

	obligation to respond to requests for exercising the data subject's rights laid down in Chapter III.	
Art. 28 (3) (f)	Processor assists the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36:	
	Article 32 (Security of processing)	Sec. 8.1, Sch A
	Article 33 (Notification of a personal data breach to the supervisory authority) Article 34 (Communication of a personal data breach to the data subject)	Sec. 7.1
	Article 35 (Data protection impact assessment) Article 36 (Prior consultation)	Sec. 11.4
Art. 28 (3) (g)	Processor will at the choice of the controller, delete or return all the personal data to the controller after the end of the provision of services.	Sec. 8.4
Art. 28 (3) (h)	Processor makes available to the controller all information necessary to demonstrate compliance with the obligations laid down in this Article and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.	Sec. 8.2