Data Processing Terms

Where you are in the European Union or Switzerland, you acknowledge that your use of our Services may involve sending Personal Data (as defined below) to CrowdTangle, Inc. These data processing terms (the “**Processing Terms**”) apply to the extent that we process such data as Processor (as defined below). These Processing Terms shall take precedence in the event of any conflict with the Terms of Service.

CrowdTangle and you agree to the following:

1. Data Processing Terms

* + 1. CrowdTangle shall:
       1. only process Personal Data in accordance with the Terms of Service;
       2. implement appropriate technical and organisational measures to protect the Personal Data;
       3. assist you by appropriate technical and organisational measures insofar as this is possible (taking into account the nature of the processing) to enable you to fulfil any obligations to respond to requests for the exercise of data subject rights by a data subject under GDPR;
       4. assist you in ensuring compliance with your obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the processing and the information available to CrowdTangle;
       5. delete the Personal Data as soon as reasonably practicable after termination of the Services unless EU or Member State law requires storage of the Personal Data;
       6. make available to you all information that is reasonably necessary to demonstrate CrowdTangle’s compliance with its legal obligations as a Data Processor under Article 28 of the GDPR; and
       7. on an annual basis, procure that a third party auditor conducts a SOC 2 Type II audit relating to the Data Processing services or another industry standard audit as may be deemed appropriate by CrowdTangle as part of CrowdTangle’s audit programs. At your request, up to a maximum of once per year, CrowdTangle will provide you with a copy of its then-current audit report and such report will be deemed CrowdTangle’s confidential information
  1. You agree that CrowdTangle may subcontract its data processing obligations under these Data Processing Terms to a sub-processor, but only by way of a written agreement with the sub-processor which imposes obligations on the subprocessor no less onerous than as are imposed on CrowdTangle under these Data Processing Terms. Where the sub-processor fails to fulfil such obligations, CrowdTangle shall remain fully liable to you for the performance of that sub-processor’s obligations. You hereby authorize CrowdTangle to engage Facebook Inc. (and other Facebook Companies) as its sub-processor(s). CrowdTangle shall notify you of any additional sub-processor(s) in advance. If you reasonably object to such additional sub-processor(s), you may inform CrowdTangle in writing of the reasons for your objections. If you object to such additional subprocessor(s), you should stop using the Services and providing data to CrowdTangle.
  2. CrowdTangle shall notify you without undue delay of the discovery by CrowdTangle of any actual or suspected Personal Data Breach involving the Personal Data. Such notice shall include, at the time of notification or as soon as possible after notification, details of the nature of the breach and number of records affected, the category and approximate number of affected data subjects, anticipated consequences of the breach and any actual or proposed remedies for mitigating the possible adverse effects of the breach.
  3. CrowdTangle hosts your personal information in the United States and we use service providers inside and outside of the US to support the 24/7 availability of our Services globally. It is necessary to transfer your information to our affiliates and our service providers across borders, including to countries with data protection laws that differ from those in the US or the EU.

1. Definitions

For the purposes of these Data Processing Terms, the following terms have the meaning set out below:

“**GDPR**” means the General Data Protection Regulation (Regulation (EU) 2016/679).

“**Controller**”, “**Processor**”, “**Data Subject**”, “**Personal Data**”, “**Personal Data Breach**” and “**Processing**” shall have the same meanings as in the GDPR and “**Processed**” and “**Process**” shall be construed in accordance with the definition of “**Processing**”.