



ESource AI University's Sub-Processors

ESource AI University uses its Affiliates and through them a range of third-party Sub-processors to assist it in providing the Services (as described in our Agreement). These Sub-processors host our AI Tools; provide cloud hosting and storage services; content delivery and review services; assist in providing customer support; as well as incident tracking, response, diagnosis and resolution services.

Current Sub-Processors include:

Chatbase.co - Platform that hosts our proprietary code
Pinecone - Vector Storage
Supabase - Data Storage
Amazon AWS - Data Storage
Stripe Payments Europe Limited - Payment Collection
Google LLC - Analytics
Fast Funnels - Website software
Open AI, LLC - Artificial Intelligence data processing (No storing or using of data)
Fly.io - Cloud Servers
Muse.ai - Video Hosting
Sentry.io - Error Logging
Anthropic - Artificial Intelligence data processing (No storing or using of data)
Profitwell - Analytics (App)

ESource AI University's Data Processing Agreement with Sub-Processor

This Data Processing Agreement ("DPA") forms part of, and is subject to the provisions of Fast Funnels Ltd's Agreement (Terms and Conditions). All capitalised terms not defined in this DPA shall have the meanings set forth in the Agreement.

1. Definitions

"Affiliate" means an entity that directly or indirectly Controls, is Controlled by or is under common Control with an entity.

"Agreement" means Fast Funnels Ltd's Terms and Conditions, which govern the provision of the Services to Customer, as such terms may be updated by Fast Funnels Ltd from time to time.

"Control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the entity in question. The term "Controlled" shall be construed accordingly.

"Customer Data" means any Personal Data that Fast Funnels Ltd processes on behalf of Customer as a Data Processor in the course of providing Services, as more particularly described in this DPA.

"Data Protection Laws" means all data protection and privacy laws applicable to the processing of Personal Data under the Agreement, including, where applicable, EU Data Protection Law.

"Data Controller" means an entity that determines the purposes and means of the processing of Personal Data.

"Data Processor" means an entity that processes Personal Data on behalf of a Data Controller.

"EU Data Protection Law" means (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data ("Directive") and on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) ("GDPR"); and (ii) Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector and applicable national implementations of it (as may be amended, superseded or replaced).

"EEA" means, for the purposes of this DPA, the European Economic Area, United Kingdom and Switzerland.

"Group" means any and all Affiliates that are part of an entity's corporate group.

"Personal Data" means any information relating to an identified or identifiable natural person.

"Processing" has the meaning given to it in the GDPR and "process", "processes" and "processed" shall be interpreted accordingly.

"Security Incident" means any unauthorised or unlawful breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Customer Data.

"Services" means any product or service provided by Fast Funnels Ltd to Customer pursuant to the Agreement.

"Sub-processor" means any Data Processor engaged by Fast Funnels Ltd or its Affiliates to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA. Sub-processors may include third parties or members of the Fast Funnels Ltd Group.

2. Relationship with the Agreement

2.1 The parties agree that DPA shall replace any existing DPA the parties may have previously entered into in connection with the Services.

2.2 Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict.

2.3 Any claims brought under or in connection with this DPA shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement.

2.4 No one other than a party to this DPA, its successors, and permitted assignees shall have any right to enforce any of its terms.

2.5 This DPA shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by applicable Data Protection Laws.

3. Scope and Applicability of this DPA

3.1 This DPA applies where and only to the extent that Fast Funnels Ltd processes Customer Data that originates from the EEA and/or that is otherwise subject to EU Data Protection Law on behalf of Customer as Data Processor in the course of providing Services pursuant to the Agreement.

4. Roles and Scope of Processing

4.1 Role of the Parties. As between Fast Funnels Ltd and Customer, Customer is the Data Controller of Customer Data, and Fast Funnels Ltd shall process Customer Data only as a Data Processor acting on behalf of Customer.

4.2. Customer Processing of Customer Data. Customer agrees that (i) it shall comply with its obligations as a Data Controller under Data Protection Laws in respect of its processing of Customer Data and any processing instructions it issues to Fast Funnels Ltd; and (ii) it has provided notice and obtained (or shall obtain) all consents and rights necessary under Data Protection Laws for Fast Funnels Ltd to process Customer Data and provide the Services pursuant to the Agreement and this DPA.

4.3 Fast Funnels Ltd Processing of Customer Data. Fast Funnels Ltd shall process Customer Data only for the purposes described in this DPA and only in accordance with Customer's documented lawful instructions. The parties agree that this DPA and the Agreement set out the Customer's complete and final instructions to Fast Funnels Ltd in relation to the processing of Customer Data and processing outside the scope of these instructions (if any) shall require prior written agreement between Customer and Fast Funnels Ltd.

4.4 Details of Data Processing

(a) Subject matter: The subject matter of the data processing under this DPA is the Customer Data.

(b) Duration: As between Fast Funnels Ltd and Customer, the duration of the data processing under this DPA is until the termination of the Agreement in accordance with its terms.

(c) Purpose: The purpose of the data processing under this DPA is the provision of the Services to the Customer and the performance of Fast Funnels Ltd's obligations under the Agreement (including this DPA) or as otherwise agreed by the parties.

(d) Nature of the processing: The Services as described in the Agreement and initiated by you from time to time.

(e) Categories of data subjects: You, Your End Users and any other individuals whose personal data is included in Content.

(f) Types of Customer Data: Your Controlled Data relating to you, your End Users or other individuals whose personal data is included in Content which is processed as part of the Services in accordance with instructions given through your Account.

4.5 Notwithstanding anything to the contrary in the Agreement (including this DPA), Customer acknowledges that Fast Funnels Ltd shall have a right to use and disclose data relating to the operation, support and/or use of the Services for its legitimate business purposes, such as billing, account management, technical support, product development and sales and marketing. To the extent any such data is considered Personal Data under Data Protection Laws, Fast Funnels Ltd is the Data Controller of such data and accordingly shall process such data in accordance with the Fast Funnels Ltd Privacy Policy and Data Protection Laws.

5. Subprocessing

5.1 Authorised Sub-processors. Customer agrees that Fast Funnels Ltd may engage Sub-processors to process Customer Data on Customer's behalf. The Sub-processors currently engaged by Fast Funnels Ltd are SOC Compliant.

5.2 Sub-processor Obligations. Fast Funnels Ltd shall: (i) enter into a written agreement with the Sub-processor imposing data protection terms that require the Sub-processor

to protect the Customer Data to the standard required by Data Protection Laws; and (ii) remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processor that cause Fast Funnels Ltd to breach any of its obligations under this DPA.

6. Security

6.1 Security Measures. Fast Funnels Ltd shall implement and maintain appropriate technical and organisational security measures to protect Customer Data from Security Incidents and to preserve the security and confidentiality of the Customer Data, in accordance with Fast Funnels Ltd 's security standards described in Annex B ("Security Measures").

6.2 Updates to Security Measures. Customer is responsible for reviewing the information made available by Fast Funnels Ltd relating to data security and making an independent determination as to whether the Services meet Customer's requirements and legal obligations under Data Protection Laws. Customer acknowledges that the Security Measures are subject to technical progress and development and that Fast Funnels Ltd may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services purchased by the Customer.

6.3 Customer Responsibilities. Notwithstanding the above, Customer agrees that except as provided by this DPA, Customer is responsible for its secure use of the Services, including securing its account authentication credentials, protecting the security of Customer Data when in transit to and from the Services and taking any appropriate steps to securely encrypt or backup any Customer Data uploaded to the Services.

7. International Transfers

Data center locations. Fast Funnels Ltd may transfer and process Customer Data anywhere in the world where Fast Funnels Ltd, its Affiliates or its Sub-processors maintain data processing operations. Fast Funnels Ltd shall at all times provide an adequate level of protection for the Customer Data processed, in accordance with the requirements of Data Protection Laws.

8. Additional Security

8.1 Confidentiality of processing. Fast Funnels Ltd shall ensure that any person who is authorised by Fast Funnels Ltd to process Customer Data (including its staff, agents and subcontractors) shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).

8.2 Security Incident Response. Upon becoming aware of a Security Incident, Fast Funnels Ltd shall notify Customer without undue delay and shall provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by Customer.

9. Changes to Sub-processors

9.1 Fast Funnels Ltd shall (i) provide an up-to-date list of the Sub-processors it has appointed upon written request from Customer; and (ii) notify Customer (for which email shall suffice) if it adds or removes Sub-processors at least 10 days prior to any such changes.

9.2 Customer may object in writing to Fast Funnels Ltd's appointment of a new Sub-processor within five (5) calendar days of such notice, provided that such objection is based on reasonable grounds relating to data protection. In such event, the parties shall discuss such concerns in good faith with a view to achieving resolution. If this is not possible, Customer may suspend or terminate the Agreement (without prejudice to any fees incurred by Customer prior to suspension or termination).

10. Deletion of Data

Upon termination or expiration of the Agreement, Fast Funnels Ltd shall (at Customer's election) delete all Customer Data (including copies) in its possession or control, save that this requirement shall not apply to the extent Fast Funnels Ltd is required by applicable law to retain some or all of the Customer Data, or to Customer Data it has archived on back-up systems, which Customer Data Fast Funnels Ltd shall securely isolate and protect from any further processing, except to the extent required by applicable law.

Customer can request end user's data by filling in a form through their account by going to our [support page](#). The request will be fulfilled within 72 hours of receiving it. The customer will be notified on their email of the result of the request.

Customers can also request their data be deleted by contacting us via our [support page](#).

A complete deletion of data might take up to 60 days from all Fast Funnels Ltd's systems.

11. Cooperation

11.1 The Services provide Customer with a number of controls that Customer may use to retrieve, correct, delete or restrict Customer Data, which Customer may use to assist it in connection with its obligations under the GDPR, including its obligations relating to responding to requests from data subjects or applicable data protection authorities. To the extent that Customer is unable to independently access the relevant Customer Data within the Services, Fast Funnels Ltd shall (at Customer's expense) provide reasonable cooperation to assist Customer to respond to any requests from individuals or applicable data protection authorities relating to the processing of Personal Data under the Agreement. In the event that any such request is made directly to Fast Funnels Ltd, Fast Funnels Ltd shall not respond to such communication directly without Customer's prior authorisation, unless legally compelled to do so. If Fast Funnels Ltd is required to

respond to such a request, Fast Funnels Ltd shall promptly notify Customer and provide it with a copy of the request unless legally prohibited from doing so.

11.2 If a law enforcement agency sends Fast Funnels Ltd a demand for Customer Data (for example, through a subpoena or court order), Fast Funnels Ltd shall attempt to redirect the law enforcement agency to request that data directly from Customer. As part of this effort, Fast Funnels Ltd may provide Customer's basic contact information to the law enforcement agency. If compelled to disclose Customer Data to a law enforcement agency, then Fast Funnels Ltd shall give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless Fast Funnels Ltd is legally prohibited from doing so.

11.3 To the extent Fast Funnels Ltd is required under EU Data Protection Law, Fast Funnels Ltd shall (at Customer's expense) provide reasonably requested information regarding the Services to enable the Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by law.

12. Liability

The liability of each party under this Data Processing Addendum is subject to the exclusions and limitations of liability set out in the Agreement. You agree that any regulatory penalties or claims by data subjects or others incurred by Fast Funnels Ltd in relation to Your Controlled Data that arise as a result of, or in connection with, your failure to comply with your obligations under this Data Processing Addendum or EU Data Protection Law shall reduce Fast Funnels Ltd's maximum aggregate liability to you under the Agreement in the same amount as the fine and/or liability incurred by us as a result.

13. Miscellaneous

You are responsible for any costs and expenses arising from Fast Funnels Ltd's compliance with your instructions or requests pursuant to the Agreement (including this Data Processing Addendum) which fall outside the standard functionality made available by Fast Funnels Ltd generally through the Services.

Fast Funnels Ltd's Sub-processors

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Current Sub-processors include:

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