

DATA PROCESSING AGREEMENT

Locatify Services — Locatify ehf

In accordance with Regulation (EU) 2016/679 (GDPR)

Last updated: 27 August 2026

1. Parties

This Data Processing Agreement (the "Agreement") is entered into between:

Data Controller / Data Processor A (Customer):

[Full legal name of the Customer]

[Registered address]

[Company registration number]

(hereinafter referred to as the "Customer" or "Controller")

Data Controller / Data Processor B (Service Provider):

Locatify ehf

Skúlagata 23, 310 Borgarnes, Iceland

Company registration number: 4508090470

Email: info@locatify.com

Website: www.locatify.com

(hereinafter referred to as "Locatify" or the "Processor")

The parties acknowledge that, depending on the context of the processing, either party may act as a Controller or Processor as defined under Article 4 of the GDPR.

This Agreement governs the processing of personal data carried out by Locatify on behalf of the Customer in connection with Locatify's software platforms, applications, web applications, content management tools, and related services, including **Locatify Builder, TurfHunt, SmartGuide, customer web apps, branded apps, and other applications or services made available through the Locatify platform.**

2. Definitions

For the purposes of this Agreement, the following definitions apply:

- **“Personal Data”** means any information relating to an identified or identifiable natural person as defined in Article 4(1) GDPR.
 - **“Processing”** means any operation performed on Personal Data as defined in Article 4(2) GDPR.
 - **“Data Subject”** means the natural person whose Personal Data is being processed.
 - **“Sub-processor”** means any third party engaged by Locatify to process Personal Data on behalf of the Customer.
 - **“Locatify Services”** means the software platforms, applications, web applications, content management systems, hosting services and related services provided by Locatify, including Locatify Builder, TurfHunt, SmartGuide, customer web apps, branded apps and other services made available through the Locatify platform.
 - **“Locatify Builder”** means the Locatify content management and project-building platform used by Customers to create, manage, publish and administer location-based tours, games and other interactive experiences.
 - **“End User”** means an individual who accesses or uses a tour, game, web app, branded app or other experience published or managed by the Customer through the Locatify Services.
 - **“Publisher”** means the Customer or other authorised content creator who uses Locatify Builder to create, manage or publish content.
 - **“Customer Data”** means Personal Data processed by Locatify on behalf of the Customer in connection with the Locatify Services.
-

3. Subject Matter and Duration

This Agreement governs the processing of Personal Data undertaken by Locatify in providing the Locatify Services to the Customer.

The processing may take place through Locatify Builder and through the applications, web applications, branded applications, tours, games and other experiences created, managed or published by the Customer using the Locatify Services.

Processing shall commence upon the effective date of the applicable subscription, service agreement or other contractual arrangement between the parties and shall continue for the duration of the relevant services, unless terminated earlier in accordance with this Agreement or the applicable underlying terms.

The nature and extent of the processing depend on the Locatify Services, features and functionality selected and configured by the Customer.

4. Categories of Personal Data Processed

Depending on the Locatify Services and features used by the Customer, Locatify may process the following categories of Personal Data on the Customer's behalf.

4.1 Account and Publisher Data

When using Locatify Builder or related services, the Customer and authorised users may provide:

- Name
- Email address
- Login and account information
- Organisation or company information
- Other information voluntarily provided in connection with the Customer account

4.2 End User and Player Data

Depending on the configuration of the relevant tour, game or application, the following information may be processed:

- Player or user name, including a nickname or fictional name
- Email address, where provided
- User or player identifiers
- Progress through a tour or game
- Scores, rewards and completed challenges
- Time and date of interactions
- Invitation, access or voucher codes
- Other information entered by the End User as part of using the relevant experience

Not all Locatify Services require users to register or provide identifying information. Customers may configure certain experiences to allow anonymous participation where supported.

4.3 User-Generated Content

Depending on the features enabled by the Customer, End Users may submit content such as:

- Photos
- Videos
- Drawings or other canvas submissions
- Answers to questions and challenges
- Other text or content submitted as part of an experience

Where such content is submitted, it may be stored on Locatify infrastructure and made available to the Customer for the purposes of administering, reviewing or moderating the relevant experience.

4.4 Data Visible to Other End Users

Depending on the Customer's configuration, certain information may be visible to other participants, including:

- Player or user name
- Scores and rankings
- Progress or completed activities

- Challenge results
- User-generated content, where the relevant feature is enabled

The Customer is responsible for configuring its experiences appropriately and providing End Users with any required privacy information.

4.5 Device and Technical Information

Depending on the application and functionality used, technical information may be processed to provide and secure the Locatify Services, including:

- Device type and model
- Operating system
- Application version
- Language or locale
- Technical identifiers
- Information relating to application use and performance

4.6 Device Permissions and Location-Based Functionality

Certain Locatify applications and experiences may request access to device functionality, depending on the features configured by the Customer.

This may include:

- **GPS/location:** used by supported applications to display a user's position on a map or activate location-based content. Where the relevant functionality operates solely on the device, the user's GPS location is not transmitted to or stored on Locatify servers.
- **Bluetooth:** used by supported indoor experiences for proximity-based activation, such as iBeacon functionality.
- **Camera:** used where a photo or video feature is enabled.
- **Photo gallery:** used where the application saves media to the user's device.
- **Microphone:** used where audio or video functionality requires microphone access.

The availability and processing of such data depend on the application, device permissions and features enabled by the Customer.

4.7 Data We Do Not Store

Where a feature operates solely on the user's device, Locatify does not store the relevant device data on its servers.

In particular, where GPS positioning is used solely for on-device location functionality, the user's GPS location is not stored on Locatify servers.

Payment information for purchases made through third-party payment platforms is not stored by Locatify as payment card information. Payment processing is handled by the relevant third-party payment provider.

5. Purpose of Processing

Locatify processes Personal Data on behalf of the Customer for the purposes of providing and operating the Locatify Services, including where applicable:

- Providing access to and operating tours, games and other interactive experiences
- Enabling End Users to participate in location-based experiences
- Tracking progress, scores, rewards and completion
- Displaying leaderboards and other multiplayer interactions where enabled
- Allowing Publishers to manage and moderate End User content
- Storing and displaying user-generated content submitted through supported features
- Providing account and user management functionality
- Restoring previously purchased items or services where applicable
- Providing application and service analytics where enabled
- Sending push notifications where enabled
- Maintaining the security, availability and integrity of the Locatify Services
- Providing technical support and troubleshooting
- Performing other processing necessary to provide the services in accordance with the Customer's documented instructions

Locatify shall not process Customer Data for purposes unrelated to providing the contracted services except where required by applicable law or where Locatify acts as a Controller for the relevant processing.

6. Data Retention and Deletion

Personal Data processed on behalf of the Customer shall be retained for the duration necessary to provide the relevant Locatify Services and in accordance with the Customer's instructions, applicable service terms and this Agreement.

The retention period may vary depending on the service, application, feature and type of data involved.

Where the Locatify Services provide Customer-controlled deletion functionality, the Customer may delete relevant data through Locatify Builder or other available administrative tools.

Certain data may be automatically deleted in accordance with the retention periods applicable to the relevant service or feature.

Upon termination of the relevant services, Locatify shall delete or return Customer Data in accordance with Section 17 of this Agreement, unless continued retention is required by applicable law.

7. Data Storage and Infrastructure

Locatify uses third-party cloud infrastructure providers to host and operate its services.

Locatify's servers and databases are hosted with **Amazon Web Services (AWS)**. The primary hosting environment is located in London, United Kingdom.

Locatify shall not intentionally store Customer Data outside the applicable hosting environment without appropriate safeguards and, where required, prior notice to the Customer.

Locatify may use additional Sub-processors where necessary to provide specific functionality, infrastructure, analytics, communications or other services.

8. Obligations of Locatify (Processor)

Locatify shall:

- Process Personal Data only on documented instructions from the Customer, unless required to do so by applicable EU, EEA or Member State law.
- Ensure that persons authorised to process Personal Data are bound by appropriate confidentiality obligations.
- Implement appropriate technical and organisational measures in accordance with Article 32 GDPR.
- Ensure that Sub-processors are subject to appropriate data protection obligations.
- Assist the Customer, taking into account the nature of the processing, in fulfilling its obligations regarding Data Subject rights under Articles 15–22 GDPR.
- Assist the Customer, taking into account the nature of the processing, with its obligations under Articles 32–36 GDPR, including security measures, personal data breach notifications and data protection impact assessments where applicable.
- Notify the Customer without undue delay if Locatify becomes aware that an instruction from the Customer infringes applicable data protection law.
- Delete or return Customer Data upon termination of the relevant services, unless retention is required by applicable law.
- Make available information reasonably necessary to demonstrate compliance with the obligations applicable to Locatify as Processor and permit audits in accordance with applicable law and this Agreement.

9. Obligations of the Customer (Controller)

The Customer shall:

- Ensure that there is a lawful basis for processing Personal Data under Articles 6 and, where applicable, 9 GDPR.
- Provide all required privacy notices to Data Subjects.
- Obtain any consent required under applicable law.
- Ensure that Personal Data provided to Locatify is accurate and processed lawfully.
- Determine the purposes and means of processing Customer Data for which the Customer acts as Controller.
- Provide Locatify with lawful and documented processing instructions where required.

- Notify Locatify promptly of any changes to processing instructions.
- Ensure that its use of the Locatify Services complies with applicable data protection and other laws.
- When using Locatify Builder, comply with the applicable Locatify Terms of Service and Privacy Policy.
- Not instruct Locatify to process Personal Data in a manner that would violate applicable law.

The Customer is responsible for determining which Locatify features are appropriate for its particular processing activities and for providing End Users with appropriate information about such processing.

10. Data Subject Rights

Each party shall respond to Data Subject requests exercising rights under Chapter III GDPR in respect of Personal Data for which that party acts as Controller.

Where Locatify processes Personal Data as Processor on behalf of the Customer, Locatify shall assist the Customer in responding to Data Subject requests, taking into account the nature of the processing and the information available to Locatify.

Such assistance may include supporting requests relating to:

- Access
- Rectification
- Erasure
- Restriction of processing
- Data portability
- Objection to processing

The Customer remains responsible for responding to Data Subject requests where the Customer acts as Controller, unless otherwise required by applicable law.

11. Security of Processing

Locatify shall implement and maintain appropriate technical and organisational measures designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access.

Such measures may include:

- Encryption of data in transit using appropriate secure communication protocols
- Encryption of data at rest where applicable
- Secure cloud server infrastructure
- Access controls and authentication mechanisms
- Role-based access where applicable
- Confidentiality obligations for authorised personnel
- Security monitoring and incident response procedures

- Backup and recovery measures
- Measures designed to minimise unnecessary access to Personal Data
- Appropriate controls for applications and administrative systems

Where an application requires access to device functionality such as the camera or microphone, access is subject to the permissions and controls provided by the relevant operating system.

12. Personal Data Breaches

In the event of a Personal Data breach affecting Customer Data, Locatify shall notify the Customer without undue delay after becoming aware of the breach and, where feasible, within 72 hours.

The notification shall include, where available and appropriate:

- A description of the nature of the breach
- The categories and approximate number of Data Subjects affected
- The categories and approximate number of Personal Data records affected
- Contact details of the relevant Locatify representative
- A description of the likely consequences of the breach
- A description of the measures taken or proposed to address the breach and mitigate its possible adverse effects

The Customer remains responsible for notifying the relevant supervisory authority and affected Data Subjects where required under Articles 33 and 34 GDPR.

13. Sub-processors

Locatify may engage Sub-processors where necessary to provide the Locatify Services.

Sub-processors may include providers of:

- Cloud hosting and data storage
- Application infrastructure
- Analytics
- Authentication and account services
- Payment processing
- Communications and push notification services
- Other technical services required to operate the Locatify Services

Locatify's current Sub-processors may include:

- **Amazon Web Services (AWS)** — cloud hosting and data storage
- **Google services** — analytics and related application services where enabled
- **Apple and Google payment services** — payment processing for applicable in-app purchases

Locatify shall impose appropriate data protection obligations on Sub-processors involved in the processing of Customer Data.

Locatify shall maintain an up-to-date list of relevant Sub-processors and shall inform the Customer of material changes in accordance with applicable law and the terms of this Agreement.

Where required, the Customer shall have a reasonable opportunity to object to the appointment of a new Sub-processor on legitimate data protection grounds.

14. International Data Transfers

Where Personal Data is transferred to a country outside the European Economic Area (EEA), Locatify shall ensure that an appropriate transfer mechanism and safeguards are in place as required by applicable data protection law.

Such safeguards may include:

- An adequacy decision adopted by the European Commission
- Standard Contractual Clauses approved by the European Commission
- Other legally recognised transfer mechanisms or safeguards

Where applicable, Locatify shall take appropriate measures to ensure that international transfers of Customer Data comply with GDPR requirements.

15. GDPR Compliance

Locatify is committed to complying with applicable data protection legislation, including the GDPR.

Depending on the relevant service and processing activity, Locatify may act as either a Controller or Processor.

Where Locatify acts as Processor, the Customer remains responsible for determining the lawful basis and purposes of processing and for providing appropriate privacy information to End Users.

Where Locatify acts as Controller, Locatify shall process Personal Data in accordance with its Privacy Policy and applicable data protection law.

The parties acknowledge that the exact processing activities and categories of Personal Data may vary depending on the Locatify Services and features used by the Customer.

16. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Iceland, supplemented by applicable European data protection law, including the GDPR.

Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Iceland, without prejudice to the right of either party to seek injunctive relief in any competent jurisdiction where permitted by applicable law.

17. Term and Termination

This Agreement shall remain in force for the duration of the underlying subscription, service agreement or other contractual relationship between the parties.

Either party may terminate this Agreement with immediate effect if the other party materially breaches its obligations and fails to remedy such breach within 30 days of receiving written notice.

Upon termination, Locatify shall delete or return Customer Data in accordance with the Customer's instructions and applicable law, subject to any legal requirement requiring Locatify to retain certain information.

Where data is retained due to a legal obligation, Locatify shall continue to protect such data and shall not process it for any other purpose.

18. Order of Precedence

This Agreement forms part of the contractual arrangement between the Customer and Locatify concerning the processing of Personal Data.

In the event of a conflict between this Agreement and other contractual terms concerning the processing of Personal Data, this Agreement shall prevail to the extent required to comply with applicable data protection law.

19. Signatures

By signing below, the parties confirm that they have read, understood and agree to be bound by the terms of this Data Processing Agreement.

For and on behalf of the Customer (Controller):

Name: _____

Title: _____

Signature: _____

Date: _____

For and on behalf of Locatify ehf (Processor):

Name: Steinunn Anna Gunnlaugsdóttir

Title: CEO, Locatify ehf

Signature: _____

Date: _____

Locatify ehf

Skúlagata 23, 310 Borgarnes, Iceland

info@locatify.com

www.locatify.com