Data Processing Addendum

Classcard, Inc.
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Revision: March 2026 (Updated March 31, 2026)

Parties

Customer (the "Controller")	Classcard (the "Processor")
Company Name: _____	Company Name: **Classcard, Inc.**
Address: _____	Address: **Dubai Science Park, Dubai, UAE**
Contact: _____	Contact: **privacy@classcardapp.com**
Represented By: _____	Represented By: **Suraj Talreja, CEO**

This Data Processing Addendum ("**DPA**") forms part of the Classcard Terms of Use (the "**Agreement**") between Customer and Classcard. It describes how Classcard processes personal data on behalf of Customer when providing the Classcard platform and related services.

If there is any conflict between this DPA and the Agreement, this DPA will take precedence with respect to the processing of personal data.

1. Definitions

- **"Personal Data"** means any information relating to an identified or identifiable individual where such information is contained within Customer Data and is protected as personal data under applicable Data Protection Law.
- **"Customer Data"** means any data that Customer or its end users submit to the Classcard platform.
- **"Data Protection Law"** means the GDPR (EU 2016/679), the UK GDPR, the CCPA/CPRA, and any other applicable data protection or privacy legislation.
- **"Sub-processor"** means any third party appointed by Classcard to process Personal Data on behalf of Customer.
- **"Data Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.
- **"Services"** means the Classcard platform and any related services provided to Customer under the Agreement.

Terms like "**Controller**", "**Processor**", "**Data Subject**", and "**Processing**" have the meanings given to them in the GDPR.

2. Roles of the Parties

1. **Customer as Controller.** Customer determines the purposes and means of processing Personal Data submitted to the Services. Customer is responsible for ensuring it has a lawful basis for providing Personal Data to Classcard.

2. **Classcard as Processor.** Classcard processes Personal Data only on behalf of, and in accordance with the documented instructions of, Customer. The Agreement (including this DPA) constitutes Customer's initial instructions.

3. **Independent Controller activities.** Each party may separately act as an independent controller for its own business, administrative, and legal compliance data (for example, Classcard processing billing contact details to manage the Customer account). Such processing is outside the scope of this DPA and is governed by each party's own privacy policy.

3. Processing Instructions

1. Classcard will process Personal Data only on the documented instructions of Customer, including as set out in the Agreement and this DPA, unless required to do otherwise by applicable law. If Classcard is required by law to process Personal Data for another purpose, it will notify Customer before doing so (unless prohibited by law).

2. The details of the processing — including the types of data, categories of data subjects, and the nature and purpose of processing — are described in Annex A.

3. Classcard will not sell, share, or use Personal Data for any purpose other than performing the Services. For the avoidance of doubt, Classcard will not use Personal Data to train machine learning or AI models.

4. Classcard will inform Customer without delay if, in Classcard's opinion, an instruction from Customer infringes applicable Data Protection Law.

4. Confidentiality

Classcard ensures that persons authorized to process Personal Data are bound by appropriate confidentiality obligations, whether contractual or statutory. Access to Personal Data is limited to personnel who need it to provide the Services.

5. Security Measures

Classcard will implement and maintain appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, or damage. These measures include:

- Encryption of data in transit (TLS) and at rest

- Access controls with role-based permissions and multi-factor authentication for internal systems
- Regular security updates and vulnerability patching
- Monitoring and logging of access to production systems
- Employee training on data protection and security practices
- Business continuity and disaster recovery procedures

Classcard will regularly review and update these measures, taking into account the state of the art, implementation costs, and the nature and risk of the processing.

6. Sub-Processors

1. Customer authorizes Classcard to engage the sub-processors listed in Annex B to assist in providing the Services. Classcard will ensure each sub-processor is bound by data protection obligations no less protective than those in this DPA.

2. Classcard will notify Customer of any intended changes to its sub-processors by updating the list on its website or by email. Customer may object to a new sub-processor within 30 days of being notified. If a reasonable objection cannot be resolved, Customer may terminate the affected Services.

3. Classcard remains responsible for the acts and omissions of its sub-processors to the same extent as if Classcard were performing the processing directly.

7. International Data Transfers

1. Classcard may transfer Personal Data outside the EEA, UK, or Switzerland only where appropriate safeguards are in place, such as:

- The EU Standard Contractual Clauses (Commission Decision 2021/914), with Module Two (Controller to Processor) applying by default;
- The UK International Data Transfer Addendum, where the UK GDPR applies;
- An adequacy decision by the relevant authority; or
- Another legally recognized transfer mechanism.

2. Where SCCs are required, they are deemed incorporated into this DPA by reference and take effect automatically for any relevant transfer.

8. Data Subject Requests

1. If Classcard receives a request from a data subject to exercise their rights (access, correction, deletion, portability, objection, etc.), Classcard will promptly redirect the request to Customer, unless instructed otherwise.

2. Classcard will provide reasonable assistance to Customer in responding to data subject requests, including through the platform's data export and deletion features.

9. Data Protection Impact Assessments

Classcard will provide reasonable assistance to Customer with data protection impact assessments and prior consultations with supervisory authorities, to the extent required under applicable Data Protection Law and to the extent that such assistance relates to Classcard's processing of Personal Data under this DPA.

10. Data Breach Notification

1. In the event Classcard becomes aware of a Data Breach affecting Customer Personal Data, Classcard will notify Customer without undue delay (and in any event within 48 hours).

2. The notification will include, to the extent available: the nature of the breach, the categories and approximate number of data subjects affected, the likely consequences, and the measures taken or proposed to mitigate the breach.

3. Classcard will cooperate with Customer and take reasonable steps to assist in the investigation and remediation of the breach.

11. Deletion and Return of Data

1. Customer may export its data at any time through the Classcard platform.

2. Upon termination or expiry of the Agreement, Classcard will delete Customer Personal Data within 90 days, unless retention is required by applicable law. Customer may request a data export before termination takes effect.

3. Classcard will certify deletion upon Customer's written request.

12. Audits and Information Rights

1. Classcard will make available to Customer, upon reasonable request, information necessary to demonstrate compliance with this DPA.

2. Customer (or an independent third-party auditor bound by confidentiality) may conduct an audit of Classcard's processing activities no more than once per calendar year, on reasonable written notice of at least 30 days. The audit will be conducted during normal business hours and will not unreasonably disrupt Classcard's operations.

3. If Classcard has obtained a relevant third-party certification or audit report (such as SOC 2 or ISO 27001), Classcard may provide this in satisfaction of an audit request, at its discretion.

13. CCPA-Specific Terms

To the extent the CCPA applies, Classcard acts as a "Service Provider" and will not:

- Sell or share Personal Data (as defined under the CCPA);
- Retain, use, or disclose Personal Data for any purpose other than performing the Services;

- Combine Personal Data with data received from other sources, except as permitted by the CCPA.

If Classcard determines it can no longer meet its CCPA obligations, it will notify Customer promptly.

14. Use of AI Features

1. Certain features of the Services may use third-party AI providers (such as OpenAI and Anthropic) to assist with communication and content features.

2. Classcard ensures that only anonymized or aggregated data is sent to AI providers. No personally identifiable information is included in AI processing requests.

3. Classcard's AI providers are contractually prohibited from using data received via their APIs to train or improve their models.

15. Liability

Each party's total liability arising out of or related to this DPA is subject to the limitations and exclusions of liability set out in the Agreement. This DPA does not create any separate or additional liability beyond what is provided in the Agreement.

16. Term

This DPA takes effect when Customer accepts the Agreement and remains in effect for as long as Classcard processes Personal Data on behalf of Customer. Sections that by their nature should survive termination (such as confidentiality, deletion, and liability) will survive.

Annex A: Details of Processing

Nature and Purpose of Processing

Classcard processes Personal Data as necessary to provide its platform and related services, including: student and class registration, booking and scheduling, attendance tracking, invoicing and payment collection, parent/guardian communication (email, SMS, WhatsApp), staff management, notifications, reporting, and customer support.

Duration of Processing

For the term of the Agreement, plus any retention period required by law or as set out in Section 11.

Categories of Data Subjects

- Students and participants enrolled in Customer's programs
- Parents, guardians, and family contacts
- Staff, instructors, and coaches
- Leads, prospective customers, and website visitors

Categories of Personal Data

- Contact information (name, email, phone number, address)
- Student/participant details (date of birth, medical notes if provided, enrollment data)
- Scheduling and attendance records
- Invoicing and payment references (Classcard does not store full card numbers)
- Communication content (messages, notifications)
- Device and usage data (IP address, browser, login timestamps)
- Staff details (name, role, contact information)

Note: Payment card details are processed by third-party payment providers (such as Stripe) under their own terms and are not stored by Classcard.

Annex B: Approved Sub-Processors

The following sub-processors are authorized as of the date of this DPA. An up-to-date list is maintained at **classcardapp.com/privacy-policy**.

Sub-Processor	Category	Purpose	Location
DigitalOcean, LLC	Hosting	Platform hosting and data storage	US / EU
Amazon Web Services	Hosting	Website hosting and infrastructure	US / EU
Cloudflare, Inc.	Network	CDN, DDoS protection, web security	Global
Netlify, Inc.	Hosting	Web hosting and deployment	US
SendGrid (Twilio)	Email	Transactional email delivery	US
Intercom, Inc.	Support	Customer messaging and support	US
Stripe, Inc.	Payment	Payment processing	US
Google LLC	Analytics	Website and platform analytics	US
OpenAI, L.L.C.	AI	AI-assisted features (anonymized data only)	US
Anthropic, PBC.	AI	AI-assisted features (anonymized data only)	US
Filestack, Inc.	Storage	File upload, storage, and delivery	US
PostHog, Inc.	Analytics	Product analytics and usage tracking	US / EU
Google Maps Platform (Google LLC)	Location	Mapping, geocoding, and location services	US
Sentry (Functional Software, Inc.)	Monitoring	Error monitoring and performance tracking	US

Notes: (1) OpenAI and Anthropic receive only anonymized/aggregated data and are contractually prohibited from using API data for model training. (2) Stripe processes payment data under its own terms as an independent controller/processor. (3) A DPA has been signed between Classcard and each listed sub-processor. (4) Rows highlighted indicate sub-processors added as of March 31, 2026.

Signatures

Customer (Controller)	**Classcard (Processor)**
_____	_____
Signature	Signature
Name: _____	Name: Suraj Talreja
Title: _____	Title: CEO
Date: _____	Date: _____