

Standard Contractual Clauses (SCCs)

For the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679. **Commission Implementing Decision (EU) 2021/914.**

Standard Contractual Clauses (SCCs)

Transfers of Personal Data to Third Countries
Pursuant to Commission Implementing Decision (EU) 2021/914

1. Parties

Data Exporter (Controller)

The Customer (as defined in the Agreement)

Data Importer (Processor)

Company Name: Pirsonal Digital, S.L.

CIF: B-87946588

Address: Calle Alejandro Dumas 17 – Oficinas, 29004 Málaga, Spain

Email: dpo@pirsonal.com

2. Module

Module 2 — Controller to Processor applies.

3. Clauses

The Standard Contractual Clauses adopted by the European Commission pursuant to Decision (EU) 2021/914 are incorporated verbatim and apply to the transfer of personal data under this Agreement.

4. Clause Selections

Clause 7 — Docking clause

The optional docking clause applies.

Clause 9 — Use of subprocessors

Option 2 — General written authorization applies. Pirsonal may engage subprocessors subject to prior general authorization, notification of changes, and the Customer's right to object.

Clause 11 — Redress

The optional clause applies.

Clause 17 — Governing law

The laws of Spain apply.

Clause 18 — Choice of forum

The courts of Madrid, Spain shall have jurisdiction.

ANNEX I — DETAILS OF PROCESSING

A. List of Parties

Data Exporter:

The Customer

Data Importer:

Pirsonal Digital, S.L.

B. Description of Transfer

Categories of data subjects:

- Customers or end-users
 - Employees or contractors
 - Leads, prospects, or subscribers
 - Members or participants
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Categories of personal data:

- Identification data (name, surname)
 - Contact data (email address, phone number)
 - Customer-provided personalization data
 - Content data (text, images, video, audio)
 - Engagement data (views, clicks, interactions)
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Sensitive data:

Not intentionally processed unless provided by the Customer.

Frequency of transfer:

Continuous, depending on use case.

Nature of processing:

- Collection
- Structuring
- Storage
- Personalization
- Rendering
- Delivery

- Analysis
 - Deletion
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Purpose of processing:

- Generation of personalized video content
 - Campaign delivery
 - Engagement tracking
 - Analytics and reporting
 - Platform operation
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Retention:

Defined by the Customer and the Agreement. Data is deleted upon request or termination.

C. Competent Supervisory Authority

Determined based on the Data Exporter.

ANNEX II — TECHNICAL AND ORGANIZATIONAL MEASURES

Pirsonal implements appropriate technical and organizational measures designed to ensure a level of security appropriate to the risk.

These include:

- Access Control
- Role-based access control (RBAC)

- Least privilege access principles
 - Authentication mechanisms, including multi-factor authentication where applicable
 - Access logging and monitoring
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Data Protection:

- Encryption in transit (TLS)
 - Encryption at rest where applicable
 - Data minimization
 - Logical separation of customer data
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Infrastructure Security:

- Secure cloud infrastructure in EU, US, Custom regions depending on configuration
 - Network security controls
 - Vulnerability management and patching
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Application Security:

- Secure development practices
 - Testing and validation
 - Monitoring for unauthorized access or anomalies
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Incident Management:

- Documented incident response procedures
 - Breach detection and notification processes
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Availability and Resilience:

- Backup and recovery procedures
 - Redundancy and system resilience
 - Disaster recovery planning
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Organizational Measures:

- Internal security policies
 - Personnel confidentiality obligations
 - Security awareness training
 - Vendor and subprocessor risk management
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Compliance Framework:

- Information Security Management System [aligned with ISO/IEC 27001](#)
 - Regular audits and continuous improvement
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ANNEX III — SUBPROCESSORS

Pirsonal uses subprocessors to support the delivery of the Services.

These may include cloud infrastructure providers, hosting providers, CDN providers, and analytics tools (limited to non-sensitive operational data).

All subprocessors are subject to written agreements that impose data protection obligations no less protective than those set out in this DPA and, where required, are subject to Standard Contractual Clauses or equivalent lawful transfer mechanisms.

An up-to-date list of subprocessors is available upon request or through [Pirsonal's Subprocessors page](#).

SUPPLEMENTARY MEASURES AND TRANSFER SAFEGUARDS

1. Overview

These Standard Contractual Clauses are supplemented by technical, organizational, and contractual measures designed to ensure that personal data transferred outside the European Economic Area (EEA) is afforded a level of protection essentially equivalent to that guaranteed under the GDPR.

These measures are aligned with [Pirsonal's Transfer Impact Assessment](#).

2. Nature of Transfers

Transfers may include processing related to personalized video rendering, delivery, and platform operations.

The scope and location of processing depend on the infrastructure configuration selected by the Customer (EU, US, custom or hybrid environments).

3. Assessment of Third-Country Laws

Pirsonal has assessed the legal framework applicable to transfers of personal data to the United States in light of the Schrems II judgment.

This assessment takes into account the nature of the data, the purpose and scope of processing, and the likelihood of access by public authorities.

Pirsonal has determined that the data processed is typically limited to business and operational data, processed in a structured and controlled environment, and not likely to be subject to disproportionate access.

4. Technical Safeguards

- Encryption in transit using TLS

- Encryption at rest where applicable
- Access controls and monitoring
- Logical separation of customer environments

Customers may configure regional hosting and hybrid deployments to limit cross-border exposure.

5. Organizational Safeguards

- Strict access control policies
 - Confidentiality obligations for personnel
 - Security awareness training
 - Internal security policies aligned with ISO standards
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6. Contractual Safeguards

Subprocessors are contractually bound by equivalent data protection obligations.

Where required, transfers to subprocessors outside the EEA are subject to Standard Contractual Clauses or equivalent safeguards.

Pirsonal remains responsible for subprocessors as required by Applicable Data Protection Law.

7. Data Minimization and Control

Pirsonal processes only the data provided by the Customer and only for defined purposes.

Customers retain control over data categories, retention, and infrastructure configuration.

8. Transparency and Accountability

Pirsonal provides documentation supporting its safeguards, including the [DPA](#), [TIA](#), and [security documentation](#).

Pirsonal supports customer optional audits and compliance reviews.

9. Effectiveness of Safeguards

Taking into account the implemented safeguards, Pirsonal considers that the level of protection provided is essentially equivalent to that guaranteed within the European Union.

10. Ongoing Review

Pirsonal monitors legal developments and commits to updating safeguards where necessary and cooperating with Customers to implement additional measures if required.