

Data Processing Agreement

Scrapeless — operated by NST LABS TECH LTD.

Version: 1.0 Effective Date: 07 August 2026 Last Revised: 07 August 2026

This Data Processing Agreement (this “**DPA**”) forms part of the Scrapeless Terms of Service (the “**Main Agreement**”). By using any Service that involves the processing of Personal Data, the Customer is deemed to have accepted this DPA. In the event of any conflict between this DPA and the Main Agreement in relation to the processing of Personal Data, this DPA shall prevail.

1. Definitions

Capitalised terms not defined in this DPA have the meaning given to them in the Main Agreement or in applicable Data Protection Laws.

- “**Data Protection Laws**” means the GDPR (Regulation (EU) 2016/679), the UK GDPR, the California Consumer Privacy Act as amended by the CPRA (CCPA/CPRA), and any other data protection laws and regulations applicable to the relevant processing activities, in each case as amended, superseded or replaced from time to time.
- “**Personal Data**”, “**Processing**”, “**Data Subject**”, “**Controller**”, “**Processor**”, “**Sub-processor**”, “**Personal Data Breach**” and “**Special Categories of Personal Data**” have the meanings given to them under Data Protection Laws.
- “**Services**” means the web data collection and related services provided by Scrapeless under the Main Agreement, in the course of which Scrapeless processes Personal Data on behalf of the Customer as a Processor.

2. Roles and Scope

2.1 With respect to Personal Data processed by Scrapeless on behalf of the Customer, the Customer is the Controller and Scrapeless is the Processor. Scrapeless shall process Personal Data only on the Customer's documented instructions, unless otherwise required by applicable law. If Scrapeless considers that an instruction may infringe applicable law, it shall inform the Customer without undue delay.

2.2 The subject matter, nature and purpose of the processing, the categories of Personal Data and the categories of Data Subjects are set out in Exhibit 1.

3. Customer Responsibilities

The Customer is responsible for the lawfulness of the Personal Data it instructs Scrapeless to process, and warrants that it has a valid legal basis for such processing, has satisfied all applicable notice and transparency obligations, and is entitled to make such data available to Scrapeless for processing.

The Customer acknowledges that, when it submits collection requests through the API, the Scrapeless infrastructure may process Personal Data contained within the web pages targeted by those requests, the scope of which is determined solely by the Customer. The Customer shall ensure that its collection activities are directed only at publicly available data and are conducted in compliance with applicable law.

4. Scrapeless Obligations

Where Scrapeless processes Personal Data, it shall:

- process Personal Data only on the Customer's documented instructions and in accordance with this DPA;
- ensure that personnel authorised to process Personal Data are bound by obligations of confidentiality and access Personal Data only to the extent necessary to provide the Services;
- implement and maintain commercially reasonable technical and organisational security measures appropriate to the risk of the processing, including, as appropriate, encryption or pseudonymisation, measures to ensure the confidentiality and integrity of processing systems, the ability to restore availability of data in a timely manner following an incident, and a process for regularly assessing the effectiveness of those measures;
- notify the Customer without undue delay after becoming aware of a Personal Data Breach affecting Personal Data, and provide such information as the Customer may reasonably require to assist it in meeting its own notification obligations;
- taking into account the nature of the processing, provide reasonable assistance to the Customer in responding to requests from Data Subjects exercising their rights (access, rectification, erasure, restriction, portability and objection). Where Scrapeless receives such a request directly, it shall forward the request to the Customer and shall not respond to it directly unless instructed by the Customer;
- taking into account the information available to it, provide reasonable assistance to the Customer in meeting its obligations

relating to data security, breach notification, data protection impact assessments and prior consultation with supervisory authorities;

- process Personal Data on its systems or facilities only to the extent necessary to perform its obligations under the Main Agreement.

5. Sub-processors

5.1 The Customer grants Scrapeless a general authorisation to engage Sub-processors to assist in the processing of Personal Data. The Sub-processors currently approved are listed in Exhibit 2.

5.2 Before adding or replacing a Sub-processor, Scrapeless shall give reasonable prior notice by updating Exhibit 2 (as published with this DPA) and notifying the Customer. The Customer may object within a reasonable period following such notice on reasonable and substantiated grounds that the Sub-processor does not comply with Data Protection Laws. The parties shall discuss such objection in good faith and, if it cannot be resolved, the Customer may terminate the affected portion of the Services as its remedy.

5.3 Scrapeless shall enter into a written agreement with each Sub-processor containing data protection obligations that are substantially equivalent to those set out in this DPA, and shall remain liable for the acts and omissions of its Sub-processors to the same extent as for its own.

6. International Data Transfers

Where Scrapeless processes Personal Data originating from the EEA (or the United Kingdom, where applicable) in a country that has not been recognised as providing an adequate level of protection, Scrapeless shall ensure that a valid transfer mechanism is in place, including the execution of Standard Contractual Clauses (SCCs) under which the Customer acts as data exporter and Scrapeless acts as data importer. By accepting this DPA, the Customer authorises Scrapeless to enter into such clauses on the Customer's behalf.

7. Audit

Scrapeless shall make available such information as is reasonably necessary to demonstrate compliance with this DPA. The Customer may, no more than once per year and on reasonable prior written notice, conduct an audit during normal business hours and in a manner that minimises disruption to Scrapeless's operations. Where sufficient to satisfy the Customer's compliance requirements, Scrapeless may satisfy this obligation by providing relevant security reports or certifications that it holds at the relevant time in place of an on-site audit.

8. Return and Deletion of Data

Upon termination or expiry of the Main Agreement, or upon the Customer's written request, Scrapeless shall cease processing the Customer's Personal Data and shall, within a reasonable period and at the Customer's election, return or securely delete all Personal Data and copies thereof held by it and by its Sub-processors, except to the extent retention is required by applicable law. Scrapeless shall confirm completion of such deletion upon the Customer's reasonable request.

9. General

9.1 Liability. Each party's liability under this DPA is subject to the limitations and exclusions of liability set out in the Main Agreement. Scrapeless shall not be liable for damages arising from the Customer's instructions, the Customer's failure to comply with Data Protection Laws, or the Customer's unlawful use of the Services.

9.2 Updates. Scrapeless may update this DPA from time to time to reflect changes in law or in the Services. For material changes, Scrapeless shall give reasonable prior notice by publishing the updated DPA (stating the revision date) and notifying the Customer. Continued use of the Services after an update takes effect constitutes acceptance of the update.

9.3 Term and Survival. This DPA remains in force for the duration of the Main Agreement and terminates automatically upon its termination, save that the obligations in Section 8 (Return and Deletion of Data) shall survive.

9.4 Governing Law and Contact. This DPA is governed by the same law and subject to the same jurisdiction as the Main Agreement. For any matter relating to this DPA, please contact privacy@scrapeless.com.

Exhibit 1 — Description of Processing Activities

Element	Details
Subject matter and duration	The provision of web data collection and related support services for the period during which Scrapeless provides the Services under the Main Agreement.
Nature and purpose of processing	Collection, storage, transmission, use and deletion of Personal Data for the purpose of executing requests submitted by the Customer; and account administration, logging and billing.
Types of Personal Data	(a) Account and API data: API keys, IP addresses, request and usage logs; (b) Personal Data contained within collected content, the scope of which is determined by the Customer; (c) support communications data.
Categories of Data Subjects	(a) The Customer's authorised users; (b) individuals who may appear in web pages collected at the Customer's instruction; (c) the Customer's contacts.
Special Categories of Data	Scrapeless does not intentionally process Special Categories of Personal Data on behalf of the Customer.

Exhibit 2 — Approved Sub-processors

Sub-processor	Country	Service	Transfer Mechanism
Airwallex US, LLC.	United States	Payment processing	EU SCCs (where applicable)
Intercom, Inc.	United States	Customer communications / email systems	EU SCCs (where applicable)