comtogether Data Protection Terms

Version 1.0 of 23 November 2026

1. Scope and version

1.1. These Terms apply where a contract concluded with comtogether Sàrl, a limited liability company (société à responsabilité limitée) under Swiss law, registered office Route de Tsanzillan 22, 1968 Mase (Mont-Noble), business address Route Cantonale 116b, 1025 Saint-Sulpice, UID CHE-113.335.172 ("comtogether"), refers to them (the "Contract"). They form part of the Contract and govern the processing of personal data that comtogether carries out on behalf of its client (the "Client") in the course of the services under the Contract.

1.2. They apply in the version designated by the Contract. comtogether keeps each published version and provides it to the Client on request. A subsequent version applies to the Client only if comtogether has notified it to the Client in writing, including by e-mail. A version that substantially modifies comtogether's data protection obligations applies only after the Client's written acceptance, including by e-mail; any other version applies if the Client has not objected to it within thirty (30) days of the notification. In the absence of acceptance or in the event of objection, the version that previously applied to the Client continues to apply. The addition, replacement or removal of a sub-processor does not constitute a subsequent version of these Terms; it is governed by Article 6.2.

1.3. In the event of conflict on a matter of personal data, these Terms prevail over the Contract.

2. Definitions

"Applicable Law" means the Swiss Federal Act on Data Protection (FADP) and its ordinance, the Data Protection Ordinance (DPO), and, to the extent that it applies to the processing concerned, Regulation (EU) 2016/679 (GDPR). The terms "personal data", "processing", "controller", "processor", "sub-processor" and "breach of data security" have the meaning given to them by Applicable Law.

3. Roles

3.1. The Client is the controller: it determines the purposes and means of the processing. comtogether is a processor and processes the data only on behalf of the Client.

3.2. The Client is solely responsible for the lawfulness of the collection on its websites and applications, including informing the data subjects and obtaining, managing and documenting consent by means of its consent management platform. comtogether remains bound by its obligations as processor; it configures the tags in accordance with the Client's documented instructions and with the Client's consent management platform.

3.3. comtogether does not access the Client's CRM systems or raw customer files, and does not upload any list of individuals to advertising platforms; such uploads are carried out by the Client itself. Where the Contract expressly provides for work on the Client's CRM, access takes place solely through named accounts that the Client opens for comtogether's authorised personnel and that it may revoke at any time.

3.4. The details of the processing are set out in Annex A.

4. Instructions

4.1. comtogether processes the data only on the Client's documented instructions, including with regard to transfers, unless otherwise required by law, in which case it informs the Client before the processing, unless the law prohibits it from doing so.

4.2. The Contract, these Terms and the written exchanges agreed under the Contract, including by e-mail, constitute the Client's instructions.

4.3. comtogether informs the Client without delay if it considers that an instruction infringes Applicable Law.

4.4. comtogether does not process the data for its own purposes.

5. Confidentiality and security

5.1. comtogether ensures that every person it authorises to process the data is bound in writing by an obligation of confidentiality.

5.2. comtogether takes technical and organisational measures appropriate to the risk and adapts them as the risk evolves, including:

- access to advertising and measurement platforms limited to need-to-know, through named accounts;
- an inventory of the access granted, kept per person and per account;
- revocation of access as soon as it is no longer necessary;
- no raw customer database stored on local devices;
- no access to the Client's CRMs or raw customer files and no upload of lists of individuals, subject to Article 3.3.

6. Sub-processors

6.1. The Client grants comtogether a general written authorisation to engage sub-processors for the performance of the services under the Contract; Annex B describes the categories of sub-processors that comtogether engages, among others, at the date of these Terms, without limiting this authorisation, and any addition or replacement is governed by Article 6.2. comtogether keeps up to date a named list of its sub-processors, which states for each its identity, its function, its country of processing and the safeguard applicable to the disclosure of data abroad, and communicates it to the Client on a confidential basis, on request. Each version of the list is dated and retained by comtogether. The employees of comtogether and of its affiliate Comtogether Limited are not sub-processors and are not listed individually; they are bound in accordance with Article 5.1.

6.2. comtogether notifies the Client individually, in writing, including by e-mail, of any addition or replacement of a sub-processor that is to process the Client's data, whether a natural person, a company or a tool provider. The notification is given before access to the data and states the identity of the sub-processor, its function, its country of processing and the safeguards applicable to any disclosure abroad. The mere removal of a sub-processor does not require specific notification; it is recorded in the list referred to in Article 6.1. The Client may object in writing, including by e-mail, within thirty (30) days of the notification. Before this period expires, the new sub-processor receives the Client's data only with the Client's prior written agreement, including by e-mail. If the Client objects within this period, comtogether does not have, or ceases to have, the Client's data processed by that sub-processor. If no reasonable alternative allows the services concerned to be performed without it, comtogether informs the Client in writing, including by e-mail; those services end on the date the Client indicates in writing, no later than thirty (30) days after that information, or, failing such indication, at the

end of that period. If they constitute all of the services, the Contract ends on the same date. If services cannot be provided because of an objection, the fees and the hours relating to them are reduced in proportion to the services no longer provided, according to the allocation agreed between the parties or, failing agreement, according to the hours scheduled for those services; amounts paid in advance for those services are refunded to the Client.

6.3. comtogether imposes on each sub-processor, by written contract, data protection obligations equivalent to those of these Terms, to the extent that they apply to its service. Where a provider contracts only on its standard terms, comtogether ensures that those terms contain the obligations required by Applicable Law. comtogether is liable to the Client for the performance of its sub-processors' obligations.

7. Location and transfers

7.1. The data are processed in Switzerland, in the European Union or the EEA, in Hong Kong by the affiliate Comtogether Limited, and in the other countries indicated in the list referred to in Article 6.1.

7.2. comtogether discloses data to a country whose level of protection is not recognised as adequate under Applicable Law only if an appropriate safeguard provided for by Applicable Law is in place. The disclosure to Comtogether Limited, in Hong Kong, is based on an intra-group data transfer agreement concluded on 15 September 2026, which incorporates the standard contractual clauses of the European Commission. For each other recipient, the applicable safeguard is indicated in the list referred to in Article 6.1.

7.3. The Client authorises the transfers carried out in accordance with this Article.

8. Assistance

comtogether assists the Client, taking into account the nature of the processing and the information available to it, in responding to requests from data subjects and in complying with the Client's obligations relating to security, notification of breaches, impact assessment and prior consultation.

9. Breach of data security

comtogether notifies the Client as soon as possible of any breach of data security of which it becomes aware and provides the Client with the information reasonably necessary for the Client's own obligations. Notification to the authorities and informing the data subjects are the responsibility of the Client.

10. End of processing

10.1. At the end of the services, at the Client's choice, comtogether returns or deletes the personal data and deletes any copies, and confirms this to the Client in writing on request.

10.2. This is without prejudice to data that comtogether must retain for legal or accounting reasons; such data remain protected by these Terms until their deletion.

11. Audit

comtogether makes available to the Client the information necessary to demonstrate compliance with these Terms, allows for and contributes to audits, including inspections, by the Client or an auditor mandated by it, subject to reasonable prior notice and to confidentiality. The time comtogether spends on audits is taken from the hours included in the fees under the Contract where the Contract provides for such hours; beyond those hours, or failing such provision, it is invoiced according to the rules of the Contract applicable to additional hours.

12. Liability

12.1. Liability under these Terms is subject to the limitations of the Contract. If the Contract does not provide for a cap, comtogether's total liability under these Terms is limited to the amount of the fees paid by the Client during the twelve (12) months preceding the event giving rise to the damage, except in the case of unlawful intent or gross negligence.

12.2. Nothing in these Terms limits a party's statutory liability towards data subjects or the authorities.

13. Term

These Terms apply for as long as comtogether processes personal data on behalf of the Client, including to data that it already holds on the date of their acceptance.

14. Governing law and jurisdiction

These Terms are subject to the law and the place of jurisdiction provided for in the Contract. Where the GDPR applies, its mandatory provisions are reserved. These Terms exist in French and English; in case of discrepancy, the French version prevails.

Annex A: Details of the processing

- **Subject matter and duration**: the digital marketing services under the Contract, for its duration.
- **Nature and purposes**: implementation of tracking; analysis and reporting; management of advertising campaigns, including retargeting and conversion measurement.
- **Data**: cookie, campaign, click and conversion identifiers; audience measurement identifiers; IP addresses; website usage data; response and conversion data; business contact data where the Contract so provides.
- **Data subjects**: visitors to the Client's websites; prospects and business contacts targeted by the campaigns.
- **Exclusion**: no access to the Client's CRMs or raw customer files, except as provided in Article 3.3.

Annex B: Categories of sub-processors

To perform its services, comtogether engages its affiliate Comtogether Limited, in Hong Kong, independent contractors and tool providers, in the categories below. Article 6.3 applies to each of them.

Category	Purpose	Country
Comtogether Limited, affiliate	Operational support, data analysis, campaign management	Hong Kong
Independent contractors, natural persons or companies through which they work	Performance of the digital marketing services: tracking implementation, campaign management, analysis and reporting	Switzerland, European Union or EEA, other countries (Article 7.2)
Infrastructure, communication and productivity providers	Hosting, e-mail, internal communication, file storage and sharing	Switzerland, European Union or EEA, other countries (Article 7.2)

Category	Purpose	Country
Analysis and assistance software tools, including artificial intelligence	Assistance with analysis and drafting	Switzerland, European Union or EEA, other countries (Article 7.2)

The named list of sub-processors is communicated to the Client on a confidential basis, on request, in accordance with Article 6.1. Any addition or replacement of a sub-processor, including within the categories above, is notified to the Client in accordance with Article 6.2.

The status of an advertising, measurement or consent management platform, or of a CRM, used for the Client is determined by the role that the provider actually holds, for the service concerned, under the contract by virtue of which it processes the data. It is not a sub-processor of comtogether where it processes the data under a contract concluded by the Client, or as a controller under its own terms. It is a sub-processor of comtogether, and Article 6 applies, where it processes the data on behalf of comtogether under a contract concluded by comtogether.