

# DATA PROCESSING ADDENDUM

## SportsGravy Platform: Clubs and Organizations

**Version:** 1.0

**Effective Date:** 02/16/2026

**Last Updated:** 02/16/2026

**URL:** [sportsgravy.com/legal/dpa](https://sportsgravy.com/legal/dpa)

### VERSION HISTORY

Version	Date	Changes
1.0	02/16/2026	Initial release
1.0	02/16/2026	Added EU/UK/Swiss transfer mechanisms; expanded state privacy laws; added law enforcement procedures; enhanced audit provisions

This Data Processing Addendum ("**DPA**") is incorporated into and forms part of the Master Subscription Agreement (the "**Agreement**" or "**MSA**") between SportsGravy LLC, a Minnesota limited liability company ("**SportsGravy**," "**Processor**," "**we**," or "**us**") and the organization identified in the applicable Order Form ("**Customer**," "**Controller**," or "**you**").

### HOW TO USE THIS DPA

This DPA contains provisions for both U.S.-only processing and international processing (EU/UK/Switzerland).

Processing Scope	Applicable Articles
U.S.-Only (Default)	Articles 1-14 apply. Article 15 (International Transfers) does NOT apply.
International	Articles 1-15 apply, including Standard Contractual Clauses in Article 15.

**Customer's processing scope is specified in the Order Form. If not specified, U.S.-only processing applies.**

### ARTICLE 1: DEFINITIONS

**1.1 "Applicable Data Protection Law"** means all laws and regulations applicable to the processing of Personal Data, including:

**(a) United States Federal Laws:**

- Children's Online Privacy Protection Act ("**COPPA**") (15 U.S.C. §§ 6501–6506; 16 C.F.R. Part 312);

**(b) United States State Laws:**

- California Consumer Privacy Act/California Privacy Rights Act ("CCPA/CPRA");
- Virginia Consumer Data Protection Act ("VCDPA");
- Colorado Privacy Act ("CPA");
- Connecticut Data Privacy Act ("CTDPA");
- Utah Consumer Privacy Act ("UCPA");
- Texas Data Privacy and Security Act ("TDPSA");
- Oregon Consumer Privacy Act ("OCPA");
- Montana Consumer Data Privacy Act ("MTCDDPA");
- Delaware Personal Data Privacy Act ("DPDPA");
- New Jersey Data Privacy Act ("NJDPDA");
- Other state consumer privacy laws as enacted;
- State data breach notification laws;
- Illinois Biometric Information Privacy Act ("BIPA");

**(c) European Laws (if applicable per Order Form):**

- EU General Data Protection Regulation ("EU GDPR");
- UK General Data Protection Regulation ("UK GDPR");
- Swiss Federal Act on Data Protection ("Swiss FADP");

**(d) Sector-Specific Laws** applicable to Customer's operations.

**1.2 "Biometric Data"** means biometric identifiers and information as defined under BIPA, including facial geometry, fingerprints, voiceprints, and iris or retina scans.

**1.3 "Children's Personal Data"** means Personal Data collected from children under 13 (or other age specified by law).

**1.4 "Controller"** means the entity determining purposes and means of Processing. Customer is the Controller of Member Data. (CCPA: "Business")

**1.5 "Data Subject"** means an identified or identifiable natural person. (CCPA: "Consumer")

**1.6 "EEA"** means the European Economic Area.

**1.7 "Member Data"** means Personal Data relating to Members Processed through the Services.

**1.8 "Personal Data"** means information relating to an identified or identifiable natural person.

**1.9 "Processing"** means any operation performed on Personal Data.

**1.10 "Processor"** means an entity Processing Personal Data on behalf of a Controller. SportsGravy is the Processor. (CCPA: "Service Provider")

**1.11 "Restricted Transfer"** means a transfer of Personal Data from EEA, UK, or Switzerland to a country without an adequacy decision.

**1.12 "SCCs"** means Standard Contractual Clauses approved by the European Commission (Decision 2021/914).

**1.13 "Security Incident"** means unauthorized access to, or destruction, loss, alteration, or disclosure of Personal Data.

**1.14 "Sensitive Personal Data"** means data revealing racial/ethnic origin, political opinions, religious beliefs, health data, sex life, biometric data, etc.

**1.15 "Sub-processor"** means a third party engaged by SportsGravy to Process Personal Data.

**1.16 "Supervisory Authority"** means an independent authority responsible for monitoring data protection compliance.

**1.17 "UK Addendum"** means the UK International Data Transfer Addendum to the EU SCCs.

## **ARTICLE 2: SCOPE AND ROLES**

### **2.1 Scope**

This DPA applies to Processing of Personal Data by SportsGravy in connection with the Services.

### **2.2 Data Processing Locations**

**U.S.-ONLY PROCESSING (DEFAULT):** Personal Data is Processed and stored exclusively in the United States. Article 15 (International Transfers) does not apply.

**INTERNATIONAL PROCESSING (IF SPECIFIED IN ORDER FORM):** Personal Data may originate from EEA, UK, or Switzerland. Articles 1-15 apply, including SCCs.

### **2.3 Roles of the Parties**

**(a) Customer as Controller.** Customer determines purposes and means of Processing Member Data and is responsible for Controller obligations under Applicable Data Protection Law.

**(b) SportsGravy as Processor.** SportsGravy Processes Member Data only per Customer's documented instructions in this DPA, the Agreement, and Customer's use of the Services.

**(c) SportsGravy as Independent Controller** for: account and billing information; operational analytics; legal compliance data; aggregated and de-identified data.

### **2.4 Processing Instructions**

Customer instructs SportsGravy to Process Member Data for:

- (i) Providing, maintaining, and improving the Services;
- (ii) Responding to support requests;
- (iii) Detecting and addressing security issues;
- (iv) Legal compliance;
- (v) As otherwise instructed through documented written instructions.

SportsGravy will inform Customer if an instruction infringes Applicable Data Protection Law.

## ARTICLE 3: DETAILS OF PROCESSING

### 3.1 Categories of Data Subjects

Members, Minor Users, Parents and Guardians, Authorized Users, Sponsors and Advertisers.

### 3.2 Categories of Personal Data

Category	Data Elements
Identifiers	Name, email, phone, address, username, photo
Account Data	Credentials (hashed), settings, preferences, roles
Demographics	DOB, age, gender
Team Data	Affiliations, positions, jersey numbers, participation
Contact Info	Emergency contacts, parent/guardian info
Communications	Messages, posts, comments
Media	Photos, videos, livestream recordings
Payment Data	Transactions, billing (card data via Payment Processor)
Device & Usage	IP address, device ID, browser, OS, feature usage, logs
Location	General (from IP); precise only if user-enabled
Biometric	Facial geometry (only if enabled and consented)

### 3.3 Special Categories

- (a) **Children's Personal Data:** Processed per COPPA. Verifiable parental consent required.
- (b) **Biometric Data:** Processed only if feature enabled and consent obtained. See Article 13.
- (c) **Sensitive Personal Data:** Not intentionally collected unless voluntarily provided with consent.

### 3.4 Processing Activities

Collection, storage, organization, use, disclosure to Sub-processors, transmission, deletion.

### 3.5 Duration

For the Agreement term plus retention periods in Article 8.

## ARTICLE 4: SECURITY MEASURES

### 4.1 Security Program

SportsGravy maintains administrative, technical, and physical safeguards to protect Personal Data confidentiality, integrity, and availability.

#### 4.2 Security Measures

**Administrative:** Security policies, designated security officer, employee training, background checks, confidentiality agreements, incident response procedures, vendor management.

**Technical:** Encryption (TLS 1.2+ in transit, AES-256 at rest), RBAC access controls, MFA for admin access, audit logging (12-month retention), vulnerability scanning, annual penetration testing, secure SDLC.

**Physical:** SOC 2 certified data centers, biometric access, CCTV, environmental controls, secure hardware disposal.

#### 4.3 Security Certifications

Certification	Status
SOC 2 Type II	Via Payment Processor
PCI-DSS	Via Payment Processor

### ARTICLE 5: SUB-PROCESSORS

#### 5.1 Authorization

Customer authorizes SportsGravy to engage Sub-processors subject to this Article.

#### 5.2 Current Sub-processors

Sub-processor	Activity	Location
Amazon Web Services	Cloud hosting, Storage, Media Processing, Live Streaming	USA
WorldPay-Payrix	Payment processing	USA
Twilio	SMS, Voice, Email	USA
Sendgrid	Email	USA
PostHog	Product analytics	USA
Cockroach Labs	Database Provider	USA

**Current list:** [sportsgravy.com/legal/subprocessors](https://sportsgravy.com/legal/subprocessors)

#### 5.3 Sub-processor Obligations

Written agreements with equivalent protections; SportsGravy remains liable; due diligence conducted.

#### **5.4 Changes to Sub-processors**

**(a) Notice:** 30 days' advance notice via email and website update.

**(b) Objection:** Customer may object within 15 days with documented data protection grounds.

**(c) Resolution:** Good faith resolution; if unresolved in 30 days, Customer may terminate affected Services without penalty.

#### **5.5 Emergency Engagement**

Permitted for security, legal compliance, or emergencies with prompt post notification.

### **ARTICLE 6: SECURITY INCIDENTS**

#### **6.1 Notification**

Within 72 hours of confirmation, SportsGravy will notify Customer with: nature of incident, affected data categories, approximate numbers, contact info, likely consequences, remediation measures.

#### **6.2 Response**

Contain, investigate, preserve evidence, remediate, cooperate with Customer, assist with regulatory notifications.

#### **6.3 Customer Notification Responsibility**

Customer determines and provides Data Subject and regulator notifications.

#### **6.4 Incident Records**

Maintained for minimum 3 years.

#### **6.5 Post Incident Report**

For incidents affecting 100+ Data Subjects or Children's Personal Data: written report within 30 days including root cause, timeline, scope, remediation.

### **ARTICLE 7: DATA SUBJECT RIGHTS**

#### **7.1 Customer Responsibility**

Customer handles Data Subject requests (access, correction, deletion, portability, opt-out, etc.).

#### **7.2 SportsGravy Assistance**

Self-service tools provided; assistance with requests not feasible via self-service; notification of direct requests within 5 business days.

### **7.3 COPPA Parental Rights**

Access, correction, deletion, refusal of further collection, consent revocation.

### **7.4 Response Timeframes**

Urgent: 24 hours; Standard: 10 business days; Complex: 20 business days.

### **7.5 Costs**

Self-service: no charge. Manual assistance: up to \$150/hour (not for children's data or incidents).

## **ARTICLE 8: DATA RETENTION AND DELETION**

### **8.1 Retention**

For Agreement duration per Customer instructions.

### **8.2 Data Export**

Available during Agreement and for 30 days (60 days for Enterprise) post-termination. Formats: CSV, JSON, XML for structured data; original format for media.

### **8.3 Deletion**

Within 90 days of export period expiration. Exceptions: legal obligations, backups (180 days max), aggregated and de-identified data, pending disputes.

### **8.4 Certification**

Written certification within 30 days upon request.

## **ARTICLE 9: AUDITS AND ASSESSMENTS**

### **9.1 Security Documentation**

Upon request (once per year): security summary, SOC 2 report, penetration test results, certifications, incident summary. Provided within 15 business days.

### **9.2 Questionnaires**

Once per year; standard responses (CAIQ, SIG) preferred; 20 business days response. Fee for 200+ questions: up to \$500.

### **9.3 On-Site Audits**

45 days' notice; business hours; auditor NDA required; Customer pays costs (\$200/hour for SportsGravy personnel); once per year unless incident or regulatory requirement. Scope limited to Customer's data processing.

#### **9.4 Regulatory Audits**

Cooperation as required; Customer notified within 5 business days unless prohibited.

### **ARTICLE 10: LAW ENFORCEMENT AND GOVERNMENT REQUESTS**

#### **10.1 Government Requests**

SportsGravy will: notify Customer within 5 business days (unless prohibited); challenge unlawful and overbroad requests; limit disclosure to minimum necessary; seek protective orders; not provide direct system access.

#### **10.2 Prohibited Disclosures**

No voluntary disclosure to government without legal compulsion or Customer consent (except emergencies).

#### **10.3 Emergency Disclosures**

Permitted for imminent threat of death or serious injury; limited to necessary information; Customer notified when legally permitted.

#### **10.4 NCMEC Reporting**

CSAM reported to NCMEC per 18 U.S.C. § 2258A. Customer notification may be prohibited by law.

#### **10.5 Transparency**

Annual transparency report at [sportsgravy.com/legal/transparency](https://sportsgravy.com/legal/transparency).

### **ARTICLE 11: COPPA-SPECIFIC PROVISIONS**

#### **11.1 Compliance Commitment**

SportsGravy complies with COPPA as operator and service provider.

#### **11.2 Verifiable Parental Consent**

**(a) Direct Collection:** SportsGravy obtains consent using FTC-approved methods (signed form, credit card verification, video conference, government ID, knowledge-based questions).

**(b) Customer Initiated:** Customer may use SportsGravy's consent process or obtain consent directly.

**(c) School Exception:** Schools may consent for educational purposes per COPPA.

### **11.3 COPPA Data Practices**

Collect only necessary data; no conditioning on excess disclosure; parental access, deletion and refusal rights; confidentiality and security; limited retention.

### **11.4 Restrictions**

No third party disclosure (except Sub-processors); no behavioral and targeted advertising; no profiling for commercial purposes; no sale; no cross-context sharing; no public availability without parental consent.

## **ARTICLE 12: STATE PRIVACY LAW PROVISIONS**

### **12.1 California (CCPA/CPRA)**

SportsGravy as Service Provider:

- Will not Sell or Share Personal Information;
- Will not retain, use or disclose outside business relationship or for unauthorized purposes;
- Will not combine with other sources (except as permitted);
- Certifies understanding and compliance;
- Will notify Customer if unable to meet obligations.

Consumer rights assistance provided.

### **12.2 Other States (VA, CO, CT, UT, TX, OR, MT, DE, NJ, etc.)**

SportsGravy will:

- Process only per instructions;
- Assist with consumer rights;
- Implement appropriate security;
- Delete and return data on termination;
- Provide compliance information;
- Allow assessments and audits.

No sale; no targeted advertising without consent; no Sensitive Data processing without consent.

### **12.3 Updates**

DPA updated for new state laws; changes communicated per Section 14.3.

## **ARTICLE 13: BIOMETRIC DATA PROVISIONS**

### **13.1 Applicability**

Applies only if biometric features enabled by Customer.

### **13.2 BIPA Compliance (Illinois)**

- No collection without written notice and consent;
- Written retention and destruction policy;
- Maximum 3-year retention from last interaction;
- Industry standard security;
- No sale, lease, trade and profit;
- No disclosure without consent (except Sub-processors, law).

### **13.3 Customer Responsibilities**

Enable features; provide notice; obtain consent (including parental); maintain consent records; respond to revocation and deletion requests.

### **13.4 Other States**

Compliance with TX CUBI, WA, and other applicable biometric laws.

## **ARTICLE 14: GENERAL PROVISIONS**

### **14.1 Term**

Duration of Agreement; survives for retention and deletion obligations.

### **14.2 Conflicts**

DPA controls over Agreement for data processing. Order Form controls over DPA.

### **14.3 Amendments**

Updates for legal changes or improved protections. Material reductions: 30 days' notice. Non-material: effective upon posting.

### **14.4 Liability**

Per Agreement limitations, as modified by any Addendum.

### **14.5 Governing Law**

Same as Agreement; SCCs governed by Ireland law (EU transfers); UK Addendum provisions apply (UK transfers).

### **14.6 Severability**

Invalid provisions do not affect remainder.

## 14.7 Entire Agreement

DPA with Exhibits and SCCs constitutes complete data processing agreement.

## ARTICLE 15: INTERNATIONAL DATA TRANSFERS

**THIS ARTICLE APPLIES ONLY IF "INTERNATIONAL PROCESSING" IS SPECIFIED IN THE ORDER FORM**

### 15.1 Transfer Mechanisms

Origin	Mechanism
EEA	EU Standard Contractual Clauses (2021)
UK	UK International Data Transfer Addendum
Switzerland	EU SCCs with Swiss modifications

### 15.2 EU Standard Contractual Clauses

The parties agree to the SCCs (Commission Decision 2021/914), incorporated by reference:

Element	Selection
Module	Module 2 (Controller to Processor) or Module 3 (Processor to Processor)
Clause 7 (Docking)	Applies
Clause 9(a) (Sub-processors)	Option 2: General authorization, 30-day notice
Clause 11 (Redress)	Optional language does NOT apply
Clause 17 (Governing Law)	Ireland
Clause 18 (Forum)	Ireland

### Annexes:

- Annex I.A: Data Exporter (Customer), Data Importer (SportsGravy)
- Annex I.B: Per Article 3 of this DPA
- Annex I.C: Competent supervisory authority of Data Exporter's establishment
- Annex II: Per Exhibit B (Security Measures)
- Annex III: Per Section 5.2 (Sub-processors)

**Supplementary Measures:** Encryption (transit and rest), access controls, government request challenge policies, transparency reporting, data minimization.

### **15.3 UK International Data Transfer Addendum**

UK Addendum to EU SCCs incorporated by reference:

- Table 1: Customer (Exporter), SportsGravy (Importer)
- Table 2: EU SCCs as modified in Section 15.2
- Table 3: Per Annexes above
- Table 4: Neither party may end Addendum when Approved Addendum changes

### **15.4 Swiss Transfers**

EU SCCs apply with modifications:

- GDPR references include Swiss FADP;
- EU Member State references include Switzerland;
- Supervisory authority: Swiss FDPIC;
- Governing law and forum: Switzerland.

### **15.5 Alternative Mechanisms**

If current mechanisms become invalid, parties will implement alternatives (BCRs, new adequacy decisions, Article 49 derogations, etc.).

### **15.6 Transfer Impact Assessment**

Upon request, SportsGravy will cooperate with Customer's TIA evaluating destination country laws, supplementary measures, and government access risks.

## **EXHIBIT A: DESCRIPTION OF PROCESSING**

Per Article 3 of this DPA.

## **EXHIBIT B: TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES**

Per Article 4 of this DPA.

## **EXHIBIT C: SUB-PROCESSOR LIST**

Per Section 5.2 of this DPA. Current list: [sportsgravy.com/legal/subprocessors](https://sportsgravy.com/legal/subprocessors)

## **EXHIBIT D: JURISDICTION SPECIFIC TERMS**

Per Articles 11-13 of this DPA.

**END OF DATA PROCESSING ADDENDUM**