

Truecaller Data Processor Appendix

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This Data Processor Appendix ("**Appendix**") is made between you (the "**Customer**") and True Software Scandinavia AB ("**Truecaller**"), and shall apply if and to the extent Truecaller collects or otherwise processes Personal Data on behalf of the Customer in connection with the performance of its obligations under the Agreement and as further described in Schedule 1 to this Appendix.

1. Definitions.

For the purposes of this Appendix:

"**Controller**", "**Processor**", "**Data Subject**", "**Personal Data**", and "**Personal Data Breach**" shall have the meanings set out in the EU General Data Protection Regulation 2016/679 ("**GDPR**");

"**Affiliate**" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with a Party;

"**Agreement**" shall mean the Truecaller Enterprise Terms, together with any applicable Service Specific Terms and Individual Terms, and any related order forms or other agreements between Truecaller and the Customer to which this Appendix is attached;

"**Business Day**" shall mean a day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for general banking business in Sweden, other than for Internet banking services only;

"**Data Protection Laws**" shall mean all data protection and privacy legislation applicable to the Parties, which for the avoidance of doubt shall include the GDPR and any applicable national implementing legislation;

"**Party**", "**Parties**" shall mean the Customer and Truecaller separately, or jointly, as the case may be; and

"**Services**" shall have the meaning set out in Clause 7 of the Truecaller Enterprise Terms.

2. Roles and Processing Obligations

- 2.1. Roles and scope.** The Customer is the Controller and Truecaller is the Processor for the purposes of providing the Services. Truecaller will process Personal Data only on the Customer's documented instructions, including regarding transfers to third countries or international organisations, unless required by EU or Member State law. The subject matter, duration, nature and purpose of processing, types of Personal Data and categories of Data Subjects are set out in Schedule 1.

For the Processing of Personal Data carried out by Truecaller in the course of providing the core functionalities of the Truecaller platform (including the Truecaller mobile application, website and any related services), Truecaller acts as an independent Controller, Processing such data in accordance with its applicable privacy policy and Data Protection Laws. The Parties acknowledge that nothing in this DPA shall limit Truecaller's right to Process such Personal Data in that capacity and Truecaller shall not require the Customer's consent or instructions for such Processing.

- 2.2. The Customer's obligations.** The Customer must:

- Ensure the Customer has a lawful basis under Data Protection Laws to process the Personal Data;
- Ensure Data Subjects have received information required by Data Protection Laws about the processing, including that Truecaller processes Personal Data on the Customer's behalf;
- Provide Truecaller with lawful, clear and documented instructions regarding processing in a timely manner;
- Promptly notify Truecaller of any corrections, updates or deletions required to Personal Data; and
- Comply with all obligations incumbent upon the Customer as Controller under Data Protection Laws.

2.3. Truecaller's obligations. Truecaller will:

- Ensure personnel processing Personal Data are bound by confidentiality obligations;
- Implement appropriate technical and organisational security measures as required by Article 32 GDPR;
- Assist the Customer (where reasonably possible) to respond to Data Subject rights requests under Chapter III GDPR. Truecaller will promptly notify the Customer of any requests received directly from Data Subjects;
- Assist the Customer in meeting compliance obligations under Articles 32-36 GDPR, taking into account the nature of processing and information available to Truecaller;
- Notify the Customer without undue delay after becoming aware of a Personal Data Breach, including (where possible) the nature of the breach, affected Data Subjects and records, likely consequences, and measures taken or proposed;
- Inform the Customer of any legally binding request for disclosure of Personal Data by a law enforcement authority, unless otherwise prohibited, such as in order to preserve the confidentiality of an investigation by the law enforcement authorities, and the Customer acknowledges that Truecaller may disclose Personal Data to comply with such a legally binding disclosure request;
- Inform the Customer of any relevant notice, inquiry or investigation by a supervisory authority relating to Personal Data;
- At the Customer's choice, delete or return all Personal Data after the Services end (unless retention is required by law), and provide written certification of compliance within thirty (30) days;
- Make available information necessary to demonstrate compliance and permit reasonable audits subject to Clause 5 below; and
- Inform the Customer immediately if any instruction appears to infringe Data Protection Laws. Truecaller may suspend performance of such instruction until the Customer confirms or withdraws it, and is not liable for resulting delays.

3. Sub-processors

3.1. General authorisation. The Customer hereby provides Truecaller with general written authorisation to engage sub-processors for the processing of Personal Data.

The Customer consents to all sub-processors (including Truecaller Affiliates) listed in Schedule 2 that are engaged by Truecaller at the date this Appendix takes effect. A current list of all authorised sub-processors is set out in Schedule 2.

3.2. Changes to sub-processors. Truecaller shall inform the Customer of any intended changes concerning the addition or replacement of sub-processors, thereby giving the Customer the opportunity to object to such changes.

The Customer may object to Truecaller's use of a new sub-processor on reasonable grounds relating to data protection by notifying Truecaller promptly after Truecaller's notice. Such notice shall explain the reasonable grounds for the objection. If the Customer does not object within the ten (10) Business Day period, the Customer shall be deemed to have consented to the engagement of the new sub-processor.

If the Customer reasonably objects in accordance with this Clause 3.2, Truecaller shall use reasonable efforts to make available to the Customer a change in the Services or recommend a commercially reasonable change to the Customer's configuration or use of the Services to avoid processing of Personal Data by the objected-to sub-processor. If Truecaller is unable to make available such change within a reasonable period of time (not to exceed thirty (30) days), either Party may terminate the applicable Services by providing written notice to the other Party.

- 3.3. Sub-processor agreements.** Where Truecaller engages a sub-processor for carrying out specific processing activities on behalf of the Customer, Truecaller shall impose on that sub-processor, by way of a contract or other legal act under Union or Member State law, the same data protection obligations as set out in this Appendix, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Data Protection Laws.
- 3.4. International transfers.** Where Personal Data is transferred to sub-processors outside the EU/EEA, Truecaller will ensure appropriate transfer mechanisms are in place as required by Data Protection Laws.

4. International Data Transfers

- 4.1. Standard Contractual Clauses.** The EU Standard Contractual Clauses adopted by Commission Implementing Decision (EU) 2021/914 (Module Two: Controller to Processor) ("**SCCs**") apply to transfers of Personal Data from the EU/EEA to countries without an adequate level of protection under Data Protection Laws.
- 4.2. Roles.** The Customer is the "data exporter" and Truecaller is the "data importer" under the SCCs.
- 4.3. Annex I details.**
- Parties: As specified in the relevant order form or customer intake documentation.
 - Transfer details:
 - Data subjects: Users of the Services; the Customer's customers, employees, contractors and agents.
 - Data categories: As specified in the Agreement and Schedule 1.
 - Sensitive data: None.
 - Frequency: Continuous.
 - Purpose: To provide the Services.
 - Retention: As required to provide the Services and as specified in Schedule 1.
 - Supervisory authority: The competent authority for the Customer as data exporter.

4.4. Annex II - Security measures. Truecaller implements appropriate technical and organisational measures to protect Personal Data, taking into account the state of the art, implementation costs, and the nature and risks of processing. These measures ensure a level of security appropriate to the risk. A detailed list of technical and organisational security measures is set out in Annex II to Schedule 1 below.

4.5. SCC provisions.

- Clause 9 (sub-processors): Option 2 applies, with reasonable notice for new sub-processors.
- Clause 7 (Docking clause): The optional docking clause shall not apply.
- Clause 11 (Redress): The optional language shall not apply.
- Clause 17 (governing law) and Clause 18 (jurisdiction): Swedish law and Swedish courts apply.

4.6. Hierarchy. In the event of any conflict between this Appendix and the SCCs, the SCCs shall prevail to the extent required by applicable law.

5. Audits

5.1. Audit rights. During normal business hours and with at least sixty (60) days' prior written notice, Truecaller will provide information necessary to demonstrate compliance with this Appendix and Data Protection Laws, and will cooperate with reasonable audits or inspections by the Customer.

The Customer shall ensure that any auditor mandated by it: (a) is independent and professionally qualified; (b) is bound by confidentiality obligations; (c) does not compete with Truecaller's business; and (d) executes Truecaller's standard auditor confidentiality agreement prior to commencing the audit.

Before the commencement of any such audit, the Customer and Truecaller will mutually agree upon the timing, duration and scope of the audit, which will not involve physical access to the servers from which the data processing services are provided in order to maintain the security of Truecaller's systems and to preserve the confidentiality of other customers' data. The Customer will promptly notify Truecaller of information regarding any non-compliance discovered during the course of an audit. Where applicable, the Customer agrees to exercise its audit rights under the SCCs by instructing Truecaller to comply with the audit measures described in this Section 5.

Truecaller may provide a recent third-party audit report (such as ISO 27001) instead of an on-site audit, provided it reasonably demonstrates compliance.

5.2. Supervisory authority audits. Truecaller will cooperate with supervisory authorities conducting audits or investigations under Data Protection Laws.

5.3. Audit costs. The Customer is responsible for all costs and fees related to such audit, including all reasonable costs and fees for any and all time Truecaller expends for any such audit, in addition to the rates for support services performed by Truecaller and any expenses incurred by Truecaller in complying with this Section 5.

5.4. Remediation. If an audit reveals non-compliance, Truecaller shall use commercially reasonable efforts to remedy such non-compliance within a reasonable timeframe agreed with the Customer.

6. Data Deletion and Return

- 6.1. Return or deletion.** Upon termination of the Services, Truecaller shall, at the Customer's written request, either return all Personal Data to the Customer in a commonly used electronic format or securely delete it. The Customer must notify Truecaller of its choice within thirty (30) days following termination. If the Customer fails to provide such notice, Truecaller shall securely delete all Personal Data.
- 6.2. Exceptions.** Truecaller may retain Personal Data to the extent required by EU or Member State law, or where Truecaller has another lawful basis to retain such data. Where Truecaller retains Personal Data on this basis, it shall: (a) inform the Customer of the legal requirement; (b) continue to ensure confidentiality; (c) only process as necessary to comply with the legal requirement; and (d) delete the Personal Data once the legal requirement has expired.
- 6.3. Certification.** Truecaller shall provide written certification to the Customer of compliance and demonstrate to the Customer's reasonable satisfaction that it has taken such measures within thirty (30) days of completing the return or deletion of Personal Data, unless applicable law prevents it from returning or destroying all or part of Personal Data. In such a case, Truecaller agrees to preserve the confidentiality of Personal Data retained by it and that it will only actively process Personal Data after such date in order to comply with the laws to which it is subject.
- 6.4. Costs.** The Customer acknowledges that the return of Personal Data in specific formats or through specific methods may be subject to reasonable costs, which shall be borne by the Customer. Truecaller shall inform the Customer of any such costs prior to commencing the return process.

7. Liability

- 7.1. Indemnification.** Each Party will indemnify the other for all direct losses and damages due to third-party claims resulting from that Party's breach of this Appendix.
- 7.2. Exemption from liability.** Truecaller shall not be liable for any damage caused by processing where Truecaller has complied with GDPR obligations specifically directed to processors or where Truecaller has acted in accordance with the lawful instructions of the Customer.
- 7.3. Limitations.** Truecaller is not liable for indirect, incidental, special, consequential, or punitive losses or damages (including loss of profit, revenue, business opportunity, or goodwill). Truecaller is also not liable for any losses arising from the Customer's instructions, including instructions that infringe Data Protection Laws.
- 7.4. Liability cap.** Truecaller's total aggregate liability under this Appendix shall not exceed the amounts paid by the Customer under the Agreement in the preceding twelve (12) months. This limitation shall not apply to: (a) Truecaller's wilful intent or gross negligence; or (b) liability that cannot be limited under applicable law.

8. General

- 8.1. Assignment.** Truecaller may assign this Appendix to any Affiliate or to a successor in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets without the Customer's consent, provided that the assignee agrees to be bound by the terms of this Appendix. The Customer may not assign without Truecaller's prior written consent.
- 8.2. Relationship to Agreement.** This Appendix forms part of the Agreement. In the event of any conflict between the terms of this Appendix, the SCCs and any other terms between the Customer and Truecaller, including but not limited to the terms of the Agreement, the terms shall apply in the following order of precedence: (i) the SCCs, (ii) this Appendix, and then (iii) any other terms of the Agreement.
- 8.3. Survival.** The provisions of this Appendix that by their nature should survive termination (including Sections 5, 6, 7, and confidentiality obligations) shall survive for twelve (12) months or for such longer period as required by applicable law.
- 8.4. Governing law and jurisdiction.** This Appendix shall be governed by the laws of Sweden, and any disputes shall be resolved in accordance with the Agreement, without prejudice to the SCCs where applicable.
- 8.5. Severability.** If any provision of this Appendix is held invalid, illegal, or unenforceable, the remaining provisions shall not be affected.
- 8.6. Termination.** This Appendix shall be co-terminus with the Agreement and shall terminate automatically in case of expiry or termination of the Agreement.

SCHEDULE 1

Annex I to Schedule 1: Processing Details

Subject matter: Provision of the Services to the Customer under the Agreement.

Duration: For the term of the Agreement

Nature and purpose: Processing Personal Data as necessary to deliver the Services in accordance with the Agreement and the Customer's instructions, including providing aggregated analytics. The nature of processing includes collection, recording, organisation, structuring, storage, adaptation, retrieval, consultation, use, aggregation, disclosure by transmission, dissemination and erasure of Personal Data.

Personal Data categories:

- Contact details (e.g. names, business phone numbers, business email addresses)
- Communications data (e.g. call logs, call context, preferred callback time slots)
- Usage data and analytics (e.g. service usage patterns, feature utilisation, performance metrics)
- Technical information (e.g. device identifiers)

Data Subject categories:

- The Customer's employees, contractors and agents
- The Customer's end users who are also Truecaller users

Special Categories of Data:

The Services are not intended for processing special categories of Personal Data as defined in Article 9(1) GDPR or Personal Data relating to criminal convictions and offences as referred to in Article 10 GDPR. The Customer shall not provide such data to Truecaller without Truecaller's prior written consent and the agreement of additional safeguards.

Annex II to Schedule 1: Technical and Organisational Security Measures

Truecaller has implemented appropriate technical and organisational measures including:

1. Pseudonymisation and Encryption

- Encryption of data in transit (TLS 1.2 or higher)
- Encryption of data at rest
- Secure key management practices
- Pseudonymisation techniques where appropriate
- Comprehensive encryption methods as part of multi-layered security approach

2. Confidentiality, Integrity, Availability and Resilience

- Access controls and authentication mechanisms (including multi-factor authentication for administrative access)
- Role-based access control to limit access on a need-to-know basis
- Logging and monitoring of access to Personal Data
- Regular security assessments and vulnerability scanning
- Network security measures including advanced firewalls
- Continuous monitoring of network, applications, systems and user interfaces
- Rigorous authentication processes
- Comprehensive Information Security Management System (ISMS) based on ISO 27001
- Operational risk control processes

3. Availability and Access Restoration

- Regular backups of Personal Data
- Disaster recovery and business continuity plans
- Redundant systems and infrastructure
- Documented incident response procedures
- ISO 22301 certification for Business Continuity Management ensuring seamless service delivery during unforeseen disruptions
- Data Breach Response Policy

4. Testing, Assessment and Evaluation

- Periodic security Internal and external security audits (At least yearly)
- Third party security due diligence and penetration testing
- Continuous monitoring of security events
- Regular review and update of security policies aligned with industry standards
- Company-wide security awareness training and mandatory Global Privacy and Data Protection Training for all employees, consultants, contractors and interns
- Comprehensive framework of security policies including IT Security Training Policy, Access Control Policy, Access Management Policy, Encryption Policy, and Information Security Policy
- Dedicated governance structure with Global CISO overseeing information security and resilience practices

Note: The specific measures may be updated from time to time to reflect the state of the art, provided such updates do not materially degrade the security of processing. Truecaller's agile organisational structure enables rapid adaptation to new developments in information security whilst maintaining compliance with applicable standards, regulations and privacy provisions.

This updated version incorporates the specific security measures, certifications, training programmes, and governance structures detailed in the Truecaller documentation whilst maintaining the original structure and focus on technical and organisational security measures.

SCHEDULE 2 - Authorised Sub-processors

Entity Name	Country of Processing	Processing Activity	Data Categories Processed
Google and its affiliates (Cloud)	Europe	Cloud services, website hosting, data center and data warehouse services	Data categories mentioned in Annex I to Schedule 1 above
Google and its affiliates (Looker)	Europe More details available here .	Business intelligence platform embedded with analytics	Usage data and analytics
OpenAI, Inc. (ChatGPT)	United States	AI-supported contextual suggestions for business calls	Communications data
Firebase, Inc.	Europe	Notification delivery	Data related to notifications

For each sub-processor, Truecaller has implemented appropriate data transfer mechanisms where required, including Standard Contractual Clauses for transfers to countries outside the EU/EEA that do not ensure an adequate level of data protection.