DATA PROCESSING ADDENDUM V1 – NOVEMBER 2026

This addendum forms part of the R6 Automate Customer Agreement (clause 7.6) and applies to all Personal Data R6 Automate processes on the Customer's behalf. The UK and EU terms in clause 9 apply where the Customer has Sites in the UK or European Economic Area, or Customer Data includes personal data of people there.

TERMS

1 Definitions

Terms not defined here have the meaning in the Agreement. Customer means the company named in the Proposal, and Customer Data means Your Data as defined in the Agreement. **Data Protection Law** means the *Privacy Act 1988* (Cth), the UK GDPR and Data Protection Act 2018, the EU GDPR, and any other privacy law that applies to the processing. **Personal Data** means personal data or personal information, as those laws define it, within Customer Data. **Controller**, **Processor**, **Data Subject**, **Processing** and **Personal Data Breach** have their meanings under the UK and EU GDPR.

2 Roles

2.1 The Customer is the Controller of Personal Data. R6 Group Pty Ltd trading as R6 Automate (**R6 Automate**) is the Processor and processes Personal Data on the Customer's behalf.

2.2 Each party must comply with the Data Protection Law that applies to it.

2.3 Personal data that R6 Automate collects for its own purposes (such as account contacts, billing and Usage Data) is outside this addendum and covered by our Privacy and Confidentiality Policy.

3 Instructions

3.1 R6 Automate will process Personal Data only on the Customer's documented instructions. The Agreement, the Customer's configuration of the Products and the Customer's support requests are its instructions. Annex 1 describes the processing.

3.2 R6 Automate will tell the Customer if it believes an instruction breaches Data Protection Law, and may pause that processing until the instruction is confirmed or changed.

3.3 Where law requires R6 Automate to process Personal Data other than on the Customer's instructions, it will tell the Customer first unless the law forbids it.

4 Confidentiality of personnel

R6 Automate will ensure that staff and contractors who can access Personal Data are bound by confidentiality obligations and only access it as needed to provide the Products or support.

5 Security

5.1 R6 Automate will implement and maintain the technical and organisational measures in Annex 2, which are designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access.

5.2 R6 Automate may update the measures, provided the overall level of protection is not reduced.

6 Sub-processors

6.1 The Customer gives general authorisation for R6 Automate to use the sub-processors listed in Annex 3 (the Sub-processor List). R6 Automate may later publish the Sub-processor List on its website, and from then on the published list replaces Annex 3.

6.2 R6 Automate will give at least 30 days' notice before adding or replacing a sub-processor, by email and by updating the Sub-processor List. The Customer may object on reasonable data protection grounds within that period. If the parties cannot resolve the objection, the Customer may end the affected Products and receive a pro-rata refund of prepaid fees.

6.3 R6 Automate will impose data protection obligations on each sub-processor that are no less protective than this addendum, and remains responsible for its sub-processors.

6.4 Third-party products the Customer chooses to connect (including SiteLink, payment gateways, the Customer's own SMS and calling accounts such as Twilio, and identity verification services) are engaged by the Customer, not R6 Automate, and are not sub-processors.

7 Data subject rights and assistance

7.1 If R6 Automate receives a request from a Data Subject (for example a Tenant asking for access to or deletion of their data), it will pass it to the Customer without undue delay and will not respond except to confirm it was passed on.

7.2 Taking into account the nature of the processing, R6 Automate will give the Customer reasonable help to respond to Data Subject requests, carry out data protection impact assessments and consult regulators. Help beyond the Products' standard functionality may be charged at R6 Automate's standard rates.

8 AI processing

8.1 Where the Customer switches on an AI feature, Personal Data in the relevant conversations or records is sent to the AI model providers in the Sub-processor List to generate responses.

8.2 R6 Automate does not use Personal Data to train AI models, and its agreements with model providers prohibit them from using it to train their models. Model providers may keep Personal Data for up to 30 days to monitor for abuse, after which it is deleted.

8.3 AI features do not make decisions that produce legal or similarly significant effects on Tenants without human approval (Agreement clause 8.4).

9 International transfers

9.1 The Customer acknowledges that R6 Automate is based in Australia and hosts Customer Data in Singapore, that display content may be served from Cloudflare locations near users, and that sub-processors may process Personal Data in the countries shown in the Sub-processor List.

9.2 **Australia.** R6 Automate will take reasonable steps to ensure overseas recipients handle Personal Data consistently with the Australian Privacy Principles (APP 8), including through contracts with sub-processors.

9.3 **UK.** For transfers of Personal Data from the UK to a country without UK adequacy regulations, the parties agree to the International Data Transfer Addendum to the EU Standard Contractual Clauses issued by the UK Information Commissioner, which is incorporated into this addendum, with Annexes 1 and 2 and the Sub-processor List completing its tables.

9.4 **EU and EEA.** For transfers from the EEA to a country without an EU adequacy decision, the parties agree to the EU Standard Contractual Clauses (Commission Decision 2021/914), Module 2 (controller to processor), incorporated into this addendum. Clause 7 (docking) does not apply. Clause 9 option 2 (general authorisation, 30 days' notice) applies. Clause 11 optional language does not apply. Clauses 17 and 18: the law and courts of Ireland. Annexes 1 and 2 and the Sub-processor List complete the SCC annexes.

9.5 If these mechanisms are replaced or found invalid, the parties will agree a lawful alternative in good faith.

10 Personal Data Breaches

10.1 R6 Automate will notify the Customer without undue delay, and where practical within 48 hours, after becoming aware of a Personal Data Breach affecting Customer Data.

10.2 The notice will include, as far as known: what happened, the categories and approximate number of Data Subjects and records affected, likely consequences, and the steps taken or proposed. R6 Automate will update the Customer as more becomes known.

10.3 R6 Automate will take reasonable steps to contain and fix the breach, and help the Customer meet its notification duties under the Notifiable Data Breaches scheme (Privacy Act Part IIIC), UK GDPR Articles 33 and 34 and equivalent laws. Notice of a breach is not an admission of fault.

11 Audits

11.1 R6 Automate will make available the information reasonably needed to show compliance with this addendum, including by answering one security questionnaire a year.

11.2 Where that is not enough, or a regulator requires it, the Customer may audit R6 Automate's compliance once a year, on 30 days' notice, during business hours, at the Customer's cost, by an auditor bound by confidentiality, with minimal disruption.

12 Return and deletion

On termination, R6 Automate will make Customer Data available for export for 30 days (Agreement

clause 17.4), then delete Personal Data from production systems within a further 30 days, and from backups in line with the normal backup cycle. It may keep Personal Data where law requires, in which case this addendum continues to apply to it.

13 Customer obligations

The Customer warrants that it has a lawful basis and has given Data Subjects the notices required to have R6 Automate process their Personal Data as described in Annex 1, and that its instructions comply with Data Protection Law.

14 Liability and precedence

14.1 Each party's liability under this addendum is subject to clause 20 of the Agreement, except to the extent Data Protection Law or the SCCs do not allow it.

14.2 If this addendum conflicts with the Agreement on the processing of Personal Data, this addendum prevails. If the SCCs or the UK Addendum conflict with this addendum, the SCCs or UK Addendum prevail.

ANNEX 1: DESCRIPTION OF THE PROCESSING

ITEM	DETAIL
Controller (data exporter)	The Customer named in the Proposal
Processor (data importer)	R6 Group Pty Ltd t/a R6 Automate, ABN 86 094 367 209, Brisbane, Australia
Data Subjects	Tenants and prospective Tenants (people who enquire, book, rent or use the Customer's facilities); people authorised to access a Tenant's unit; business Tenants' contact people; the Customer's staff and contractors who use the Products
Personal Data	Contact details (name, email, phone, postal address); rental and account details (unit, rate, rate history, balance, payments, invoices, arrears and lien status); booking and enquiry history; messages, chat and call content with the Customer or its AI agents; website and app usage (pages, device, referral source, session events); site access events from keyless entry; identity verification results where the Customer enables it; staff names, logins and activity logs
Sensitive data	None intended. Identity document details are passed to the Customer's chosen verification provider. Card data is handled by the Customer's payment gateway and is not stored by R6 Automate.
Purposes	Providing the Products under the Agreement: online enquiries, bookings and move-ins (RapidStor); tenant self-service app (StorApp); CRM, communications and automations; Revenue Management; reporting dashboards; finance automation; AI agents where switched on; support, security, troubleshooting and service improvement for the Customer
Nature of processing	Collection through the Products, storage, synchronisation with the Customer's SiteLink account, analysis, generating reports and pricing recommendations, sending communications on the Customer's instructions, AI response generation where switched on, deletion
Frequency	Continuous for the term of the Agreement
Duration and retention	Term of the Agreement plus the deletion period in clause 12, or as the Customer configures
Locations	Australia (R6 Automate staff and support); Singapore (hosting); Cloudflare's global network (display content); the locations shown in the Sub-processor List
Competent supervisory authority	UK: Information Commissioner's Office. EU: the authority of the Member State where the Customer is established or has its representative.

ANNEX 2: SECURITY MEASURES

AREA	MEASURE
Tenant isolation	Every customer's records carry a corporation identifier, enforced by composite foreign keys so one customer's records cannot reference another's. Services take the customer from a signed token and check site access on every request.
Access control	Role-based permissions in the web app, re-checked by each service from the signed token. R6 staff admin tools are separate from customer access.
Authentication	Staff access to key systems is protected by single sign-on with two-factor authentication; scoped API keys for integrations.
Encryption in transit	All public endpoints served over HTTPS (TLS).
Secrets management	Credentials kept out of source code. Deployment secrets are stored encrypted and issued to services at runtime.
Logging and monitoring	Centralised application logs and error monitoring; audit logs for settings changes and pricing actions.
Backups and resilience	Queue data backed up off-host. Rolling deploys with health checks.
Change management	Code review through GitHub pull requests; automated tests; versioned, recorded builds for each deploy.
Staff	Confidentiality obligations in employment and contractor agreements; access to production systems limited to the development and support staff who need it to operate the Products.
AI	AI requests routed through Cloudflare AI Gateway with per-agent configuration; customer context injected server-side; usage metered per customer.
Incident response	A process to triage, contain and notify the Customer within the times in clause 10.

ANNEX 3: SUB-PROCESSORS

R6 Automate uses the following sub-processors as at the date of this addendum. This list is updated under clause 6.2.

SUB-PROCESSOR	PURPOSE	PERSONAL DATA	LOCATION
DigitalOcean, LLC	Application servers and managed databases	All Customer Data	Singapore
Cloudflare, Inc.	Content delivery, network security and routing of AI requests	Website and app traffic, display content, AI conversation content in transit	Global network (nearest location to the user)
Twilio Inc. (SendGrid)	Email delivery	Names, email addresses, message content	United States
ActiveCampaign, LLC (Postmark)	Email delivery	Names, email addresses, message content	United States
650 Industries, Inc. (Expo)	Push notifications for mobile apps	Device push tokens, notification content	United States
OpenAI, L.L.C.	AI model provider for AI features the Customer switches on	AI conversation content	United States