

Data Privacy Framework Notice (DPF Notice)

11:11 Systems Inc. (**11:11**) complies with the EU-U.S. Data Privacy Framework (**EU-U.S. DPF**), the UK Extension to the EU-U.S. DPF (**UK Extension**), and the Swiss-U.S. Data Privacy Framework (**Swiss-U.S. DPF**) (together, the **Data Privacy Framework** or **DPF**) as set forth by the U.S. Department of Commerce.

11:11 has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (**EU-U.S. DPF Principles**) with regard to the processing of personal data received from the European Union in reliance on the EU-U.S. DPF and from the United Kingdom (and Gibraltar) in reliance on the UK Extension. 11:11 also has certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework Principles (**Swiss-U.S. DPF Principles**) with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF. In this DPF Notice, we refer to the EU-U.S. DPF Principles and the Swiss-U.S. DPF Principles as the **DPF Principles**.

The nature and scope of the personal data 11:11 receives in reliance on the DPF Principles are described below.

If there is any conflict between the terms in this DPF Notice and the DPF Principles, the DPF Principles will govern.

Visit <https://www.dataprivacyframework.gov/> to learn more about the Data Privacy Framework program, view the DPF Principles, and confirm our current certification status.

Defined Terms used in this DPF Notice

The term “**controller**” means an entity that decides how and why to collect, use and process personal data. Our customers are controllers, or act on behalf of their customers as controllers, of the personal data described in this DPF Notice.

The term “**data subject**” means an individual whose personal data is transferred to us by one of our customers in the EU, Switzerland or the UK.

The term “**personal data**” means any information relating to an identified, or identifiable, data subject.

The term “**processor**” means an entity that processes personal data on behalf of a controller. 11:11 acts as a processor on behalf of its customers when processing personal data that is described in this DPF Notice.

Scope of this DPF Notice and Purposes of Personal Data Processing

We provide our products and services to businesses. These products and services are notably our cloud, backup, disaster recovery, security and cloud connectivity services (together, the “**Services**”). When our customers purchase one of these Services, they provide us with data, which may include personal data, and ask us to process that data as a processor on behalf of our customer, at the customer’s direction.

Our customers are solely responsible for determining the personal data that they provide to us so that we may process it as a processor on behalf of our customers (“**Customer Content**”). Our processing of Customer Content is subject to the terms of our contracts with each customer, who is the controller, or acting on behalf of the controller, for the Customer Content that we process on their behalf.

Customer Content may include personal data in the form of name, email, contact information (including telephone numbers and email addresses), and other relevant customer contact information, as well as hostnames, IP addresses and usernames of customers’ users, which we will store, transmit, and receive in an encrypted format: in order to provide our services to our customers; for customer service; to provide consultancy services; for research and analytics purposes; or to carry out technical, logistical, or other functions on behalf of our customers; in each case, in line with customer contractual obligations, and as directed by our customers. Customer Content also includes service reports, which we generate in order to provide evidence of customer contract compliance.

Where we are acting as a processor to our customers, our customer’s privacy notice or policy will dictate the scope and manner of processing, together with any applicable contract terms.

Customer Content will be transferred to 11:11 in reliance on the DPF Principles.

11:11’s Adherence to the DPF Principles

11:11 has certified that it adheres to the DPF Principles: Notice, Choice, Accountability for Onward Transfer, Security, Data Integrity and Purpose Limitation, Access, and Recourse, Enforcement and Liability, with respect to Customer Content received from the EU, Switzerland or the UK in reliance on the DPF.

Notice

11:11 acts as a processor of the Customer Content that is transferred to us in the U.S. by, or on behalf of, our customers in the EU, Switzerland or the UK. Our customers are responsible for providing appropriate notice to data subjects and ensuring that the collection of Customer Content is made in reliance on an appropriate legal basis.

Listed above in this Notice, we provide information about the Customer Content our customers transfer to us in reliance on the DPF Principles, and our purposes of processing that Content on behalf of our customers.

In addition, our 11:11 Privacy Notice available at [Privacy & Confidentiality of Personal Data Notice | 11:11](#) provides information about our processing, notably when we act as a controller of personal data. The 11:11 Privacy Notice includes details about the types of personal data we collect, the purposes of processing, sharing of personal data with third parties, the rights data subjects have for limiting the use and disclosure of their personal data, and how to contact us about our personal data practices. When we act as a controller of personal data, we do **not** rely on the DPF Principles for the transfer of that data from the EU, Switzerland or UK.

Choice

11:11 acts as a processor of the Customer Content that is transferred to us in the U.S. by, or on behalf of, our customers in the EU, Switzerland or the UK. Our customers (or our customers' customers) are responsible for providing certain choices to data subjects about the use of their personal data. 11:11 will assist our customers with their response to data subjects who wish to exercise their choices regarding their personal data.

Accountability For Onward Transfer

From time to time, it will be necessary to share the Customer Content covered by this DPF Notice with 11:11 group entities in order to provide the Services to which our customers are entitled by virtue of their contracts with us. 11:11 may also appoint third-party agents (processors that process personal data under our instructions) to assist us in providing information or Services to our customers. 11:11 may share Customer Content with these related entities and third-party processors to perform the services we've engaged these parties to perform on behalf of our customers. We share this Customer Content with related entities and processors subject to appropriate contractual restrictions and security measures, or if we believe the sharing is reasonably necessary to prevent harm or loss, or if we believe that the sharing will further an investigation of suspected or actual illegal activities.

11:11 will remain responsible for the processing of Customer Content it receives under the DPF and subsequently transfers to a third party acting as an agent (processor), unless we are able to prove that we are not responsible in an event giving rise to damage.

If 11:11 transfers personal data covered by this DPF Notice to a third party acting as a controller, the transfer will be consistent with any notice provided to the relevant data subjects and any consent they have given (where applicable). These transfers will be made only if the third party has provided contractual assurances that it will (i) process the personal data for limited and specified purposes consistent with any consent provided; (ii) provide at least the same level of protection as is required by the DPF Principles and notify us if it makes a determination that it cannot do so; and (iii) cease processing the personal data or take other reasonable and appropriate steps to remediate if it cannot provide the level of protection required by the DPF Principles. If 11:11 has knowledge that a third party acting as a controller is processing the Customer Content we have transferred to it in a way that is contrary to the DPF Principles, 11:11 will take reasonable steps to prevent or stop such processing.

11:11 may be required to disclose Customer Content covered by this DPF Notice in response to lawful requests by public authorities, which may include complying with national security or law enforcement requirements.

Security

11:11 Systems aims to safeguard and protect your personal data from unauthorized access, improper use or disclosure, unauthorized modification or unlawful destruction or accidental loss. 11:11 Systems utilizes and maintains certain reasonable processes, systems, and technologies to do so. Accordingly, 11:11 Systems cannot be held responsible for unauthorized or unintended access that is beyond our control.

Our policies and controls permit only authorized employees, who are trained in the proper handling of personal data, to have access to that data. 11:11 conducts periodic reviews of employee compliance with these policies. Employees who violate our security and privacy policies may be subject to disciplinary procedures.

Data Integrity and Purpose Limitation

11:11 retains Customer Content covered by this DPF Notice as instructed by its customers acting as controllers or as processors to their customers. Personal data may also be retained for a period of time necessary to comply with state, local, federal regulations, or country-specific regulations and requirements, and in accordance with 11:11's applicable data retention policies.

11:11 will not use the Customer Content covered by this DPF Notice in a manner that is incompatible with the purpose for which it was originally collected, except as permitted by applicable law.

Access

When 11:11 receives the Customer Content covered by this DPF Notice, 11:11 acts as a processor for its customers and our customers are responsible for providing data subjects with access to the Customer Content, and the right to correct, amend or delete that Content where it is inaccurate or where it has been processed in violation of the DPF Principles, as appropriate. Data subjects should direct their questions to the appropriate 11:11 customer. If a data subject is unable to contact the appropriate customer, or does not obtain a response from the customer, 11:11 will provide reasonable assistance in forwarding the data subject's request to the customer.

Recourse, Enforcement and Liability

11:11 is subject to the investigatory and enforcement powers of the US Federal Trade Commission (FTC), which has jurisdiction over 11:11's compliance with this DPF Notice and the DPF Principles. In compliance with the DPF Principles, 11:11 commits to resolve DPF Principles-related complaints about our collection or use of personal data included in the Customer Content transferred from our customers in the EU, Switzerland or the UK.

11:11 SYSTEMS

Data subjects who have inquiries or complaints regarding our handling of the Customer Content received in reliance on the DPF should first contact 11:11 at privacy@1111systems.com.

In compliance with the DPF Principles, 11:11 commits to refer unresolved complaints concerning our handling of Customer Content received in reliance on the DPF to JAMS, an independent, alternative dispute resolution provider based in the U.S. Information about JAMS dispute resolution is available at the following address: <https://www.jamsadr.com/DPF-Dispute-Resolution>. 11:11 will cooperate with JAMS to resolve DPF-related complaints. Accordingly, if you have contacted us at privacy@1111systems.com but do not receive timely acknowledgment of your DPF Principles-related complaint from us, or if we have not addressed your DPF Principles-related complaint to your satisfaction, please visit: <https://www.jamsadr.com/file-a-dpf-claim> to file a complaint. The services of JAMS are provided at no cost to you.

If your DPF complaint cannot be resolved through the above channels, you may be entitled, under certain conditions, to invoke binding arbitration for certain residual claims not resolved by other redress mechanisms. See <https://www.dataprivacyframework.gov/framework-article/ANNEX-I-introduction> for further information.

11:11 agrees to periodically review and verify its compliance with the DPF Principles, and to remedy any issues arising out of failure to comply with the DPF Principles. 11:11 understands that if it fails to provide an annual self-certification to the U.S. Department of Commerce, 11:11 will be removed from the Department's list of DPF participants.

Contact Information

11:11 Systems has appointed a Data Protection Manager responsible for overseeing the Company's privacy and data protection compliance program. For questions in relation to this DPF Notice, our privacy practices, or your rights, you may contact our Data Protection Manager at: privacy@1111Systems.com or write us at:

11:11 Systems, Inc.
ATTN: Privacy Department
695 Route 46, Suite 301
Fairfield, NJ 07004
United States

Changes to this DPF Notice

Any changes or updates we may make to this DPF Notice will be posted on this page in advance. Please check back frequently to see any updates or changes made to this DPF Notice.

Effective as of February 2026