

# Data Processing Agreement in accordance with article 28 of the EU regulations 679/2016 of Data Protection (GDPR)

Concluded today, 15.05.2021, between

## **Webservices Engineering GmbH**

Head Office: Bergstraße 17 , Peißenberg 82380, Germany

Company registration number: **DE 305060668**,

Phone: **+49 (0) 1766 / 9014969**

E-mail: **office@webservices-engineering.de**,

legally represented by

**Mr. Andreas Philippi**,

as managing director,

as a **DATA PROCESSOR**, hereinafter referred to as processor,

and

the user of online-billing-service.com as a **DATA OPERATOR**, hereinafter referred to as operator,

## Preamble

The operator uses the online invoicing service available through the online-billing-service.com website, a service hereinafter referred to as online-billing-service.com. In this context, it is not excluded that the operator processes personal data. In accordance with the article 28 of EU Regulations 679/2016 of Data Protection, hereinafter referred to as GDPR requires the agreement for the personal data processing.

In order for the processor to be able to process the operator's data, the operator needs to empower the processor. This agreement contains the power of attorney of the operator to the processor. Also, this agreement governs the rights and obligations of the parties related to data processing and specific responsibilities regarding Protection and Data Security.

The operator is the owner of the data it manages. The operator is responsible for compliance with GDPR and other data protection regulations. The operator is the one who enters, modifies or deletes the data, he has control of the data processing process. The processor will assist the operator in a proper way in processing the data through the service online-billing-service.com.

## Art.1 General

a) The processor processes the personal data on behalf of the operator in the meaning of art. 4 no. 8 and art. 28 of the Regulation (UE) 2016/679 - General Data Protection Regulation (GDPR). This agreement regulates the rights and obligations of the parties related to the personal data processing.

b) The term "processing" (data) will hereinafter refer to the definition of data processing within the meaning of art. 4 no. 2 GDPR.

## Art.2 The subject of this agreement

Through this agreement, the operator empowers the processor to process the operator's data within the online invoicing service available at [online-billing-service.com](https://online-billing-service.com).

This agreement applies to all activities of the processor and its subcontractors that are necessary in order to provide the [online-billing-service.com](https://online-billing-service.com) service.

The activities, the subject matter of the processing, the nature and purpose of the processing, the type of personal data and the categories of data subjects shall be described in Annex 1, which is part of this Agreement.

## Art.3 Rights and obligations of the operator

a) The operator is responsible for processing the data using the service provided by the processor. The processor has the right to inform the operator if he considers certain data processing operations to be legally inadmissible.

b) The operator is responsible for the rights of persons whose data it manages. The processor shall immediately inform the operator if a person whose data are managed by the operator, will make use of the specific rights under GDPR.

c) The operator is entitled at any time to issue additional instructions to the processor of the type, purpose and procedure of processing. Instructions can be in text form, such as email.

d) The processor reserves the right to claim monetary compensation for additional costs resulting from the operator's additional instructions.

e) The operator will inform the processor immediately if he finds errors or irregularities in the personal data processing.

f) If there is an obligation to inform third parties in accordance with Articles 33 or 34 GDPR, or any other legal reporting obligation applicable to the operator, the responsibility for fulfilling these obligations lies with the operator.

## Art.4 Obligations of the processor

a) The processor only processes personal data under the agreements made and / or in accordance with any additional instructions issued by the operator. Exempted from these are legal provisions that could force the processor to process it differently. In such a case, the processor will inform the operator of these legal requirements before processing, unless the applicable law prohibits such notification due to a significant public interest. The purpose, type and extent of data processing depends on this agreement and / or the operator's instructions.

b) The processor undertakes to process the data only in the Member States of the European Union (EU) or in the European Economic Area (EEA). The processor may delegate data processing activities to subcontractors in the United States of America (USA) if these subcontractors are certified according to the EU-US Privacy Shield.

c) The processor will inform the operator immediately if in his opinion a data processing ordered by the operator through the online-billing-service.com service violates the legal regulations. The processor has the right to suspend the execution of the processing in question until it is confirmed or modified by the operator. If the processor can demonstrate that processing according to the operator's instructions can lead to the liability of the processor in accordance with Article 82 GDPR, the processor has the right to suspend further processing until the liability between the parties is clarified.

## Art.5 Obligations of the processor regarding the reporting

a) The processor is required to notify the operator immediately of any breach of data protection regulations or contracts and / or contractual instructions provided by the operator during the processing of data by him or other persons involved in processing. The same applies to any breach of personal data protection that they perform on behalf of the operator.

b) The processor will also inform the operator if a supervisory authority acts against the processor in accordance with Article 58 GDPR and this can refer, as well, to a control of processing provided by processor on behalf of the operator.

c) The processor is aware that there may be a reporting obligation of the operator to notify the supervisory authority within 72 hours of the occurrence of a data breach incident. The processor will support the operator in fulfilling the reporting obligations. In particular, the processor shall notify the operator of any unauthorized access to personal data, processed on his behalf, immediately after becoming aware of such unauthorized access. The message from the processor to the operator must contain in particular the following information:

(1) a description of the nature of the personal data breach, where possible, indicating the categories and approximate number of data subjects, categories concerned and the approximate number of personal data records affected

(2) a description of the measures taken or proposed by the processor to address the breach of personal data protection and, where appropriate, the measures to mitigate any adverse effects thereof.

d) Personal data may be transmitted not only to public institutions at their request but also to fulfill a legal requirement to protect the rights of the company, as well as third parties to the extent that the processor's activity would be transferred in whole or in part as a result of reorganization ( merger, division, etc.)

## Art.6 Obligation to cooperate with the processor

a) The processor supports the operator in fulfilling its obligations to respond to the requests of the persons, provided in art. 12-23 GDPR.

b) Processor automatically generates a history of actions and events of the relevant operations of the operator, which may be made available to the operator.

c) The processor supports the operator in complying with the obligations provided in art. 32-36 GDPR, taking into account the type of processing and the relevant information available to it.

## Art.7 Subcontracts

a) The processor has the right to delegate certain data processing activities to the subcontractors specified in Annex 2 of this Agreement. The change of subcontractors or the appointment of additional subcontractors is permitted and will be communicated by the processor to the operator. Following the communication regarding a new subcontractor, the operator has the right to oppose and to terminate the contractual relationships with the processor. The lack of a reply to the statement regarding a new subcontractor will be implicitly considered its acceptance.

b) The processor must carefully select the subcontractors and verify as by integrating their affectivity, the agreements concluded between the operator and the processor can be respected unaltered.

In particular, the processor must verify in advance and periodically during the contract period that each subcontractor takes appropriate technical and organizational measures for the protection of personal data required by Article 32 GDPR.

c) The processor shall ensure that the provisions agreed in this contract and, where applicable, the additional instructions of the operator apply to subcontractors also.

d) The processor will conclude a data processing agreement that meets the requirements of Art. 28 GDPR with subcontractors who may have access to personal data processed by the processor. In addition, the processor will impose the same obligations on the subcontractors to protect personal data as specified between the operator and the processor. The operator may request a copy of the data processing contract with each subcontractor who stores or processes personal data.

e) All those auxiliary services that do not serve the operation of the service offered by the processor through the online-billing-service.com website are not considered as subcontracting relations. The processor must ensure reasonable precautions to protect personal data in relation to these services.

## Art.8 Privacy

a) Processor undertakes to preserve the privacy of data processed by the operator.

b) Processor's employees are familiar with the relevant data protection regulations and are required to maintain confidentiality.

c) Employees obligation to maintain confidentiality will be proved to the operator upon request.

## Art.9 Protection of data subjects from personal data processed

a) The operator is solely responsible for the protection of the rights of data subjects by the personal data they process. The processor is obliged to support the operator in his obligation to process the requests of the persons concerned in accordance with Article 12-23 GDPR. In particular, the processor must ensure that the required information is provided to the operator without delay so that it can fulfill all its legal obligations under Article 12, paragraph 3 GDPR.

b) To the extent that cooperation with the processor is necessary for the protection of data subjects by the operator, in particular for information, correction, blocking of processing or deletion, the processor shall take the necessary measures in accordance with the operator's instructions. The processor will support the operator, as far as possible with appropriate technical and organizational measures, so that it can fulfill its obligation to respond to requests for exercising the rights of data subjects.

c) The processor reserves the right to request monetary compensation for the additional costs resulting from the cooperation necessary to fulfill the obligation to respond to the requests for exercising the rights of data subjects.

## Art.10 Reimbursement

Processor remuneration is agreed separately.

## Art.11 Technical and organizational measures for data security

a) The processor undertakes to the operator to follow the technical and organizational measures necessary to comply with the applicable data protection regulations. This includes, in particular, the requirements of Article 32 GDPR.

b) The technical and organizational measures at the time of the conclusion of this Agreement are attached as Annex 3 to this Agreement. The Parties agree that additional technical and organizational measures may be required to adapt to technical and legal conditions. Substantial changes that affect the integrity, confidentiality or availability of personal information will need to be agreed by the operator in advance. Measures that involve only minor technical or organizational changes and do not adversely affect the integrity, confidentiality and availability of personal information may be implemented without the consent of the operator. The operator may request an updated version of the technical and organizational measures taken by the processor in justified cases.

## Art.12 Duration of contract

a) The agreement becomes effective upon acceptance or signing online and remains in force for the duration necessary to conclude and execute the contractual relationship between processor and operator, a contractual relationship that may be based on a contract of adhesion to [online-billing-service.com](https://www.online-billing-service.com) or acceptance of the terms and conditions of the service. The agreement also remains in place during the organization of debt recovery and the settlement of any legal disputes in order to exercise the rights of the processor, followed by deletion of data after the legal limitation period and for the period necessary to protect the rights of the processor, including legal retention of documents according to the financial accounting legislation.

b) The operator may terminate the contract at any time without prior notice if the processor is guilty of a serious breach of the applicable data protection regulations or obligations under this agreement, if the processor is unable or does not want to execute the operator's instructions or if the processor refuses to grant access to the operator.

## Art.13 Termination of the contract

Upon termination of the contract, the operator may request the processor to return and / or delete all documents, data and processing results or data resulting from this agreement. Any legal storage obligations or other data storage obligations remain unaffected by these provisions.

If the operator did not request the deletion of the data upon termination of the agreement, they will be automatically deleted after a period of 1 year from the date of agreement termination.

## Art.14 Final provisions

- a) This Agreement is subject to the laws of Germany and will be interpreted as such.
- b) Other additional agreements / orders are valid only by written confirmation from both parties.
- c) If certain provisions of this Agreement are not valid or lose their effect for any particular reason, the validity of the other provisions shall not be affected.

PROCESSOR: Webservices Engineering GmbH

Legal representative: Andreas Philippi

OPERATOR

## Annex 1

### **Processor services provided to the operator**

The processor shall make the invoicing and invoice management service available to the operator. It is available on the internet at <https://online-billing-service.com>, accessible from computers or mobile devices using an internet browser.

By using the service, the user can create invoices, proformas, delivery notes, receipts, standard documents. He can also manage his payments, clients, products, projects for his clients, hours worked for his clients, his clients subscriptions.

### **Types of data that can be manipulated**

The operator can enter and manipulate any data.

For the operator's clients who are natural persons, the operator has at his disposal a form through which he can enter the following personal data: Personal ID Number, Name (name and surname), Address, Phone number, Email.

The operator may introduce one or more users with access rights who can use the online service. These users can be employees or collaborators of the operator. For users defined by the operator, he has at his disposal a form through which he can enter the following personal data: Surname, Name, Personal ID Number, Details about Identity Card, Address, Email, Username and Password.

### **Subjects**

Operator's clients, employees or collaborators.

## Annex 2

**The processor currently uses the services of the following subcontractors:**

**hosting, cloud services, backup and infrastructure:** Hetzner Online GmbH, Industriestr. 25, 91710 Gunzenhausen, Germany

**in-app chat:** tawk.to inc., 187 East Warm Springs Rd, SB119, Las Vegas, NV, 89119, USA

**indexing services and logs management:** SolarWinds Worldwide, LLC, 7171 Southwest Parkway, Bldg 400, Austin, Texas 78735, USA.

This subcontractor is certified under EU-US Privacy Shield

**cloud parameter monitoring and error analysis services:** New Relic, Inc, 188 Spear Street, Suite 1200, San Francisco, CA 94105, USA.

We do not transfer personal data to this partner. This subcontractor is certified under EU-US Privacy Shield

**Google Analytics service:** Google LLC 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA.

We do not transfer personal data to this partner. The visitor's IP address is anonymised before the transfer. This subcontractor is certified under the EU-US Privacy Shield

**storage services S3:** Amazon Web Services, P.O. Box 81226, Seattle, WA 98108, USA.

This subcontractor is certified under EU-US Privacy Shield



## Annex 3

### Technical and organizational measures of the processor

The processor implements the following technical and organizational measures for data security within the meaning of art. 32 GDPR.

#### 1. Privacy

##### a) Control of physical access to data

All data is stored in the data centers of the subcontractor Hetzner Online GmbH. Unauthorized persons access to data processing equipment that processes or stores personal data will be denied.

Hetzner Online GmbH data centers have electronic access control systems with login, video surveillance at entrances and exits. Data center staff is always available: 24 hours a day, 7 days a week.

##### b) Control of access to the administration and control interfaces of data processing and storage systems

Any use of data processing or storage systems by unauthorized persons must be prevented.

For this, we apply the following measures to protect access to the administration and control interfaces of these systems:

- we use only encrypted communication channels
- we use only authentication methods based on public-private key pairs. Each administrator has its own pair of such keys.
- we configure the access interfaces using non-standard ports
- firewalls and fraud detection programs notify administrators and block IPs automatically. They are automatically and periodically updated.
- security updates are done automatically
- periodic updates of non-critical security components are made periodically

##### c) Control of access to individual operator data

The data entered by a particular operator will not be accessible to another operator, except in cases of direct and explicit power of attorney between operators. We ensure that personal data cannot be accessed, modified or deleted by unauthorized persons during processing, use and after deletion. For this:

- we establish an authorization concept in which individual operators have access only to their own areas and data
- when accessing the account by one of the operator users, he must log in with an account ID, a user ID and a password
- we store the history of relevant actions in archive and log files

The responsibility for maintaining the secrecy of the access data of the operator and its users, as well as the possible transmission of access data to third parties in a secure manner, rests exclusively with the operator.

#### **d) Separation control**

Data collected for different purposes will be processed separately:

- the data entered by the operators are physically or logically stored separately from other data
- in the process of synchronizing and backing up, we make sure that the physical location of the copied data is different from the location of the original data.

## 2. Integrity

#### **a) Data entry control**

We provide the possibility to verify the source of the entered data. Based on the stored history and logs, we can check whether and by whom personal data were entered, modified or deleted in the data processing systems.

#### **b) Data transfer control**

Personal data cannot be read, copied, modified or deleted illegally during transmission or storage on data media.

The transmission of data from and to the operator areas is done only encrypted.

The responsibility for transferring data to the operator external systems (using the API interface, using the various data exports or manually) rests exclusively with the operator.

## 3. Availability and redundancy

Personal data shall be protected against accidental destruction or loss

- operator's data is subject to real-time replication. In addition, multiple backups of this data are made
- data center physical systems use redundant internet connections and uninterruptible power supplies

## 4. Periodic review and evaluation procedures

Processor employees are regularly trained in data protection issues and are familiar with the procedures and guidelines for using and processing the data.

Each employee is required to comply with the data protection requirements of the GDPR no later than the first day after starting his activity at work. Without this statement, the employee will not have access to personal data.

In our online-billing-service.com service, the user has all the options necessary to process the data in a manner compatible with GDPR. The processor develops the service so that the default privacy settings pre-selected are always in the GDPR spirit.

PROCESSOR: Webservice Engineering GmbH

OPERATOR