

Data Processing Agreement

HYVOR



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HYVOR EURL

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Address: 10 RUE DE PENTHIÈVRE, 75008 Paris, France

Parties

Company (“Processor”)

HYVOR EURL,
10 RUE DE PENTHIÈVRE,
75008 Paris,
France

Client (“Controller”)

1. Definitions

"Personal Data" means any information relating to an identified or identifiable natural person ('data subject').

"Processing" means any operation or set of operations performed on Personal Data, whether or not by automated means.

"Controller" means the Client, who determines the purposes and means of the processing of Personal Data.

"Processor" means HYVOR, which processes Personal Data on behalf of the Controller.

"Sub-processor" means any processor engaged by HYVOR to assist in fulfilling its obligations with respect to providing services to the Controller.

"Data Subject" means an identified or identifiable natural person to whom the Personal Data relates.

"Data Protection Laws" means all applicable laws and regulations relating to the processing of Personal Data and privacy, including the General Data Protection Regulation (GDPR).

"Services" refers to the services provided by HYVOR to the Client as outlined in [HYVOR's Terms of Service](#).

"Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored, or otherwise processed.

2. Scope and Purpose of Processing

Products Covered: This DPA covers the processing of Personal Data in relation to the following HYVOR products:

- Hyvor Talk (comments, newsletters, and memberships platform)
- Hyvor Blogs (blogging platform)

Types of Personal Data: The types of Personal Data processed under this agreement are as described in the respective privacy policies for each product:

- Hyvor Talk: <https://talk.hyvor.com/privacy>
- Hyvor Blogs: <https://blogs.hyvor.com/privacy>

Categories of Data Subjects: The categories of Data Subjects whose Personal Data may be processed include:

- Users of the Client's website or application where HYVOR products are implemented
- The Client's customers, readers, or commenters
- Any other individuals whose data is submitted through the use of HYVOR products

Nature and Purpose of Processing: HYVOR will process Personal Data as necessary to provide the Services in accordance with the Terms of Service, this DPA, and the applicable product privacy policies. Processing activities may include:

- Storing and retrieving user data
- Displaying user-generated content (comments, blog posts)

- User authentication and account management
- Analytics and performance monitoring of the Services
- Responding to user inquiries and support requests
- Improving and developing the Services

Duration of Processing: HYVOR will process Personal Data for the duration of the Terms of Service, unless otherwise agreed upon in writing.

Compliance: Both parties agree to comply with their respective obligations under applicable Data Protection Laws. HYVOR's current compliance status, including certifications and adherence to various data protection standards, is available at <https://hyvor.com/compliance>.

3. Obligations of HYVOR (Data Processor)

As the Data Processor, HYVOR shall:

- Process Personal Data only on documented instructions from the Client, including with regard to transfers of Personal Data to a third country or an international organization, unless required to do so by law. In such a case, HYVOR shall inform the Client of that legal requirement before processing, unless prohibited by law.
- Ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- Implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, as outlined at <https://hyvor.com/security>.
- Respect the conditions for engaging sub-processors as outlined in the "Sub-processors" section of this DPA.
- Assist the Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Client's obligation to respond to requests for exercising the data subject's rights under applicable Data Protection Laws.
- Assist the Client in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR (security of processing, data breach notification, data protection impact assessments, and prior consultation), taking into account the nature of processing and the information available to HYVOR.
- At the choice of the Client, delete or return all Personal Data to the Client after the end of the provision of Services relating to processing, and delete existing copies unless law requires storage of the Personal Data.

- Make available to the Client all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client.
- Immediately inform the Client if, in HYVOR's opinion, an instruction infringes the GDPR or other Data Protection Laws.
- Notify the Client without undue delay after becoming aware of a Personal Data breach.
- Comply with the obligations as set out in HYVOR's compliance status page at <https://hyvor.com/compliance>.

HYVOR shall ensure ongoing compliance with these obligations and shall provide evidence of compliance to the Client upon reasonable request.

4. Obligations of the Client (Data Controller)

As the Data Controller, the Client shall:

- Ensure that all instructions given to HYVOR regarding the processing of Personal Data comply with applicable Data Protection Laws.
- Have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which the Client acquired Personal Data.
- Establish the legal basis for processing Personal Data, including obtaining any necessary consents from Data Subjects.
- Inform Data Subjects about the processing of their Personal Data, including the use of HYVOR's services, in accordance with applicable Data Protection Laws.
- Respond to requests from Data Subjects exercising their rights under applicable Data Protection Laws, with assistance from HYVOR where appropriate.
- Implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk when using HYVOR's services.
- Notify HYVOR without undue delay if it becomes aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed by HYVOR on behalf of the Client.
- Carry out data protection impact assessments as required by applicable Data Protection Laws and, if necessary, consult with relevant supervisory authorities prior to processing.

- Provide HYVOR with all necessary information and cooperation to enable HYVOR to fulfill its obligations under this DPA and applicable Data Protection Laws.
- Ensure that its use of HYVOR's services and its instructions regarding the processing of Personal Data will not cause HYVOR to violate any applicable laws or regulations.
- Ensure that any individual or entity acting on its behalf observes the terms of this DPA and applicable Data Protection Laws in relation to the security and protection of Personal Data.
- Inform HYVOR immediately if it believes that any instructions violate applicable Data Protection Laws.

The Client acknowledges that it is solely responsible for its compliance with applicable Data Protection Laws in its role as Data Controller.

5. Data Breaches

Notification: In the event of a Personal Data breach, HYVOR shall notify the Client without undue delay after becoming aware of the breach. This notification will be made via email to the Client's designated contact.

Timing: HYVOR shall make initial notification within 72 hours of becoming aware of the breach, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons.

Information Provided: The notification shall at least:

- a. Describe the nature of the Personal Data breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;
- b. Communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
- c. Describe the likely consequences of the Personal Data breach;
- d. Describe the measures taken or proposed to be taken by HYVOR to address the Personal Data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Ongoing Information: Where, and in so far as, it is not possible to provide all information at the same time, the information may be provided in phases without undue further delay.

Documentation: HYVOR shall document any Personal Data breaches, comprising the facts relating to the Personal Data breach, its effects

and the remedial action taken. This documentation will be made available to the Client upon request.

Cooperation: HYVOR will cooperate with the Client and take such reasonable commercial steps as are directed by the Client to assist in the investigation, mitigation and remediation of each such Personal Data breach.

Client Obligations: The Client is solely responsible for complying with incident notification laws applicable to the Client and fulfilling any third-party notification obligations related to any Personal Data breach.

Security Measures Review: Following any Personal Data breach, HYVOR will conduct a review of its security measures and make any updates or improvements necessary to prevent similar breaches in the future.

6. Sub-processors

Authorization: The Client generally authorizes HYVOR to engage sub-processors for the processing of Personal Data in connection with the provision of Services.

Current Sub-processors: A current list of sub-processors engaged by HYVOR is maintained at <https://hyvor.com/sub>. By entering into this DPA, the Client acknowledges and agrees to the use of these sub-processors.

Updates to Sub-processors: HYVOR shall inform the Client of any intended changes concerning the addition or replacement of sub-processors. The Client may find the most up-to-date list of sub-processors at <https://hyvor.com/sub> at any time.

Objection Right: The Client may object to HYVOR's use of a new sub-processor by notifying HYVOR promptly in writing within ten (10) business days after the list is updated. In the event the Client objects to a new sub-processor, HYVOR will use reasonable efforts to make available to the Client a change in the Services or recommend a commercially reasonable change to the Client's configuration or use of the Services to avoid processing of Personal Data by the objected-to new sub-processor without unreasonably burdening the Client.

Termination Right: If HYVOR cannot comply with the Client's objection to a new sub-processor, and cannot reasonably accommodate the Client's request for change as described in the

previous clause, either party may terminate the affected Services with reasonable prior written notice.

Sub-processor Obligations: Where HYVOR engages a sub-processor for carrying out specific processing activities on behalf of the Client, HYVOR shall ensure that the same data protection obligations as set out in this DPA are imposed on that sub-processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of applicable Data Protection Laws.

International Transfers: Where the engagement of a sub-processor involves an international transfer of Personal Data, HYVOR shall ensure that appropriate safeguards are in place in accordance with applicable Data Protection Laws.

Preference for EU Providers: HYVOR prioritizes the use of sub-processors based in the European Union (EU). In cases where non-EU sub-processors are engaged, HYVOR will make best efforts to ensure that Personal Data is processed and stored within the EU.

SIGNED on behalf of the Controller

Signature: _____
Company: _____
Name: _____
Title: _____
Date: _____

SIGNED on behalf of the Processor

Signature: _____
Company: HYVOR
Name: Supun Wimalasena
Title: Co-Founder & CEO
Date: _____