

## DATA PROCESSING AGREEMENT

### 1.

#### **Scope of this Data Processing Agreement**

- 1.1. This data processing Agreement (hereinafter “**DPA**”) is to be considered a supplementary document to the Njinn Data Policy. The DPA details Njinn’s and the User’s obligations on the protection of Personal Data associated with Njinn’s processing of Personal Data on the User’s behalf in connection with the provision of the online services and software offered by Njinn. Njinn shall be the data processor and the User the controller.
- 1.2. The following data categories are processed:
  - identifying information (e.g., name, email address, telephone)
  - indirectly identifying information (e.g., gender, date of birth, gender)
  - any personal data supplied/processed by Users of the Njinn Service
- 1.3. The following categories of data subjects are subject to this processing
  - The personal data concerns Users of the Njinn Service, and in addition individuals whose personal data is supplied/processed by processes defined by Users of the Njinn Service.

### 2.

#### **Duration of the agreement**

Except where the DPA stipulates obligations beyond the term of the contract between the User and Njinn regarding the provision of the online services and software offered by Njinn, the duration of this DPA shall be the same as the term of this contract.

### 3.

#### **Obligations of Njinn**

- 3.1. Except where expressly permitted by Article 28 (3)(a) GDPR, Njinn commits itself to process Personal Data and the processing results exclusively within the scope of the Terms and Conditions of Service, the individual order of the User, the Data Policy and this DPA and only in accordance with the User’s instructions. Should Njinn be required to release Personal Data of the User by request of the authorities, then Njinn has to – as far as it is legally permitted - inform the User of the above without delay and refer the authorities to the User. Likewise, the processing of Personal Data for Njinn’s own benefit requires written approval by the User.
- 3.2. Njinn declares legally binding that it has obligated all persons, assigned to process the Personal Data, to adhere to the confidentiality practices, prior to the beginning of the task, or that they are bound by an appropriate, legal non-disclosure obligation. The non-

disclosure obligations are upheld, even when their assignment is completed and Njinn no longer employs them.

- 3.3. Njinn declares that it has taken all required steps to ensure that the security of the processing is upheld in accordance with Art. 32 GDPR.
- 3.4. Njinn implements the appropriate technical and organisational measures so that the User can comply with the rights of the affected individuals as per chap. III of the GDPR (information, access, rectification and erasure, data portability, objection as well as automated individual decision-making) at any time and within the legal deadlines and will submit all necessary information to the User. Should a relevant request be sent to Njinn and should this request show that the sender of the request mistakenly considers Njinn the controller of the processing operated by Njinn, then Njinn must forward this request to the User without delay and notify the sender of the above.
- 3.5. Njinn supports the User with adhering to the obligations, as outlined in Art. 32 to 36 GDPR (data security, notification of a personal data breach to the supervisory authority, communication of a Personal Data breach to the data subject, data protection impact assessment, prior consultation).
- 3.6. Njinn is made aware, that it must maintain a record of processing activities for the data processing in question in accordance with Art. 30 GDPR.
- 3.7. With regard to the provided Personal Data, the User is entitled to view and check the data processing facilities at any time, whether in person or via a commissioned third-party. Njinn is obligated to provide the User with all necessary information to monitor the compliance with the obligations as outlined in this agreement.
- 3.8. Following the termination of this DPA, Njinn is obligated to forward to the User or destroy, at his request, all processing results and documents that contain Personal Data. If Njinn should process the Personal Data in a unique, technical format then he is obligated to submit the Personal Data in this format, or, if requested by the User, in the format in which he received the Personal Data from the User or in another, common format, following the termination of this DPA.
- 3.9. Njinn must inform the User immediately if Njinn is of the opinion that an instruction of the User constitutes a violation of the data protection regulations of the Union or of the Member States.

#### **4.**

#### **Place of performance of data processing**

All data processing is exclusively executed within the EU or the EEA.

## 5.

### Sub-Processors

- 5.1. Njinn shall use subcontractors as further processors on behalf of the User only when they are approved in advance by the User.
- 5.2. Njinn shall, prior to the use of subcontractors as processors, obtain User's prior approval in a timely manner, such approval not to be withheld except for important reasons related to compliance with Data Protection Laws.
- 5.3. The User hereby consents to Njinn's use of the of Hetzner Online GmbH ([ISO27001 certified](#)), located in Germany, as a sub-processors for the hosting of Njinn's software and online services and processing of data provided by the User.
- 5.4. Njinn shall enter into arrangements with sub-processors in accordance with Art. 28 para. 4 GDPR. In doing so, Njinn must ensure that the sub-processors adhere to the same obligations as Njinn, with regard to the DPA. Should the sub-processors not comply with his data protection obligations, then Njinn is liable vis-a-vis the User for the compliance with obligations of the sub-processor.

## 6.

### Liability and Damages

The liability provisions of the Terms and Conditions of Service <https://www.njinn.io/tos> and the Data Policy shall apply except as explicitly agreed otherwise in this DPA.



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