Data Processing Agreement

According to the EU General Data Protection Regulation (GDPR)

Version 1.0.0 of This Agreement was created on April 5, 2024.

This Data Processing Agreement (referred to as "DPA"), is made between Webonweb B.V. ("TwikPMS", "we", or "us", also known as "Processor") and the customer who accepts, agrees to, or opts-in to this DPA ("Customer", "you", "controller").

1 Introduction, scope, definitions

1. This DPA outlines the rights and responsibilities of the Customer and TwikPMS (hereinafter referred to as the "Parties") concerning the processing of personal data on behalf of the Customer.
2. This agreement covers all activities carried out by TwikPMS employees or any subcontractors responsible for processing the Customer's personal data.
3. The terms used in this DPA are defined as per the EU General Data Protection Regulation (GDPR).
4. "The Service" refers to the provision of property management software and associated solutions, as detailed on www.twikpms.com.
5. "Customer Data" denotes the data you provide, store, or transmit to us through the Service.
6. "Subcontractor" indicates a third party we engage to process Customer Data for delivering certain parts of the Service or associated technical support. This excludes additional services like transportation, maintenance, cleaning, telecommunication services, or user services.
7. "Data Breach" refers to a breach of TwikPMS security resulting in accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to Personal Data.

2 Subject

1. We will process personal data on behalf of you as the controller, for the purposes of providing the Service in accordance with the Terms and Conditions and as described on www.twikpms.com.
2. Processing will be done for the duration of the Master Contract.
3. TwikPMS stores and processes Personal Data to deliver the Service and related technical support, as outlined in Appendix 1.

3 Rights and obligations as controller

You agree and warrant that:
1. You have a legal justification to provide us with the personal data for processing, and you are accountable for the accuracy, integrity, content, and legality of the personal data processing, including the legality of any transfers to third countries or additional instructions;
2. The processing of personal data does not infringe upon the GDPR and any local laws that apply to you;
3. As the controller overseeing the processing, you are responsible for notifying the relevant regulatory authorities and/or data subjects in the event of a personal data breach, in accordance with the GDPR and other pertinent data protection laws;
4. Through your risk assessment, you have confirmed that the security measures implemented by the Services are suitable and proportionate to the relevant processing;
5. We have ensured adequate safeguards in terms of logical, technical, and organizational security measures.

4 Obligations as processor

We will:
1. TwikPMS will process Personal Data solely as agreed upon in the contract or as instructed by you, unless we are legally mandated to perform a specific type of data processing. In such instances, we will notify you prior to processing the data, unless such notification is prohibited by law. We will not use Personal Data provided for processing for any other purpose, especially for our own.
2. We are familiar with the relevant legal provisions on data protection and will adhere to the principles of proper data processing.
3. We will uphold strict confidentiality while processing the Personal Data.
4. Ensure that individuals authorized to process the personal data are bound by appropriate confidentiality obligations.
5. Should the Customer be subject to inspections by supervisory authorities or other entities, or if affected individuals exercise any rights against you, we will assist you as required, provided the Personal Data being processed on behalf of the Customer is implicated.
6. We will disclose information to third parties only with your prior consent, and will promptly forward any inquiries directed to us to you.
7. TwikPMS has designated a data protection officer, whom you can directly contact at support@twikpms.com. Updated contact information will be accessible on www.twikpms.com.

5 Audit

1. You acknowledge and agree that security audits and inspections will be conducted by an independent third party. We will conduct regular self-audits of our data processing activities, systems, as well as our technical and organizational measures. The findings from these audits and inspections will be provided to you upon request. If the audit results are not satisfactory to you for demonstrating compliance with applicable data protection regulations, we will reasonably assist in supplying additional information.

6 Use of sub-processor

1. We will ensure, through a written agreement with our sub-processors, that any processing of personal data by a sub-processor adheres to the same obligations and limitations outlined in these Data Processing Terms. The sub-processors we currently utilize are listed in Appendix 2, which you have provided us with your prior and specific authorization to engage. You also grant us general written authorization to modify an existing sub-processor or add a new one. We will give you a 14-day notice of any intention to change an existing sub-processor or add a new one. You have the right to object to such a change or addition, which you must do by terminating your use of the Service.

7 Duration and termination

1. These Terms will take effect from the date of execution. The termination or expiration of this Agreement will not exempt the data processor from their confidentiality obligations.

8 Governing law and jurisdiction

1. The jurisdiction for any disputes arising from this Agreement shall be Amsterdam, Netherlands.
2. This DPA and all appendices related to it shall be governed exclusively by the laws of the Netherlands.
3. By signing this DPA, both TwikPMS and the Customer agree that all previous DPAs are hereby terminated.

Amsterdam, ….-.....-......

Signed for and behalf of the Data Controller (Customer)

Signed for and behalf of the Data Processor (Webonweb B.V.)

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Signature of Director/Authorized person

Signature of Director/Authorized person

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Webonweb B.V.

Company Name

Appendix

1 Details of data processing

TwikPMS stores and processes guest data on your behalf. The data includes:
- ID/Passport details;
- Name;
- Nationality;
- Gender;
- Email address;
- Address and communication details;
- Date of birth;
- Free text comment (which may technically contain personal data);
- Invoice details.

Recipients: TwikPMS employees involved in product development and support have access to this data to offer assistance and support. This access is read-only unless you request changes or deletion of data in written form.

2 Subcontractors

TwikPMS uses third party subprocessors to provide the TwikPMS services. This page provides information about the identity and location of each subprocessor.

Entity name	Subprocessing activity	Entity country
Google Cloud	Cloud Service Provider	United States
Cloudflare	Content Delivery Network	United States
Postmarkapp	Email	United States
Crisp chat	Support requests	France
Stripe	Payment processing	United States
Asperion	Accounting	Netherlands