

Where the Provider is a processor of personal data under the GDPR and the Customer is the controller of that personal data, the following data processing terms apply to the Provider (**Data Processing Agreement**):

1. The Provider may process for the Customer personal data stored in DATIXO, as well as personal data provided by the Customer to the Provider for the purpose of providing the Services. This most commonly includes customer data such as order IDs and metadata related to orders (typically information about goods, price, delivery method, payment method and the country from which the order was placed).
2. The Provider shall process personal data solely for the purpose of providing DATIXO or its Services, unless otherwise agreed individually. The Provider shall process the data for the Customer for the duration of the provision of DATIXO in which the data is stored, or for the duration of any other agreed Services. The data remains under the control of the Customer, and the Provider shall process it only on the Customer's instructions or, where applicable, on instructions from public authorities issued pursuant to applicable law.
3. The Provider has implemented the maximum reasonably available technical, organisational, security and other measures to prevent unauthorised or accidental access to the data, its alteration, destruction, loss or any other unauthorised handling.
4. The Provider has ensured that employees and other persons authorised to process the data process it only to the extent and for the purpose necessary to perform the agreement and in accordance with applicable law.
5. At the Customer's request, the Provider undertakes to rectify, update, erase or transfer personal data (within the functionality of DATIXO and its Services).
6. The Provider shall exercise due professional care when fulfilling its obligations under the GDPR.
7. The Provider may engage additional processors in the processing of personal data, in particular providers of IT, analytics and marketing services that are necessary and currently available on the market for the maintenance, provision, operation and development of products and Services and that meet the standards established by the European Union, without requiring additional specific express authorisation from the Customer. The Provider is also entitled to engage the hosting provider Hetzner Online GmbH, with its registered office at Industriestr. 25, 91710 Gunzenhausen, Germany, registration number HRB 6089, in the processing.

8. Where another service is implemented (integrated) into DATIXO, the Customer acknowledges and agrees that the data will be processed by the provider of that service (a third party) in accordance with its own terms of operation.
9. Upon termination of the Services or DATIXO in which the personal data is stored, the Provider shall cease actively processing the personal data and shall erase any existing backup copies no later than 30 days thereafter, unless applicable law requires their retention (for example, for the purposes of criminal proceedings).
10. The Provider undertakes to maintain the confidentiality of the data and, in particular, not to disclose, disseminate or transfer it to persons other than employees or other authorised persons. The Provider shall ensure that its employees and other authorised persons also comply with the confidentiality obligation. This obligation of the Provider shall continue after the end of the parties' cooperation.
11. The Provider is also obliged to maintain the confidentiality of the security measures adopted to protect personal data, including after the end of the parties' cooperation.