



## Data Processor Statement

### Contents

Data Processor Statement .....	1
1. Software as a Service (SaaS) Specific Statement .....	2
2. Acceptance and Agreement .....	2
3. Standard Contractual Clauses .....	2
4. Rights and Obligations of the Data Controller .....	2
5. Confidentiality .....	3
6. Security of Processing.....	3
7. Use of Sub-processors.....	3
8. Transfer of Data to Third Countries or International Organizations .....	3
9. Assistance to the Data Controller .....	3
10. Notification of Personal Data Breach.....	3
11. Erasure and Return of Data .....	3



## **1. Software as a Service (SaaS) Specific Statement**

This Data Processor Statement is specifically applicable to our Software as a Service (SaaS) offerings.

As a provider of SaaS, Ayfie is committed to maintaining the highest standards of data privacy and security. We understand the unique considerations and requirements of processing personal data in a SaaS environment.

Our standard contractual clauses, as outlined in this document, are designed to ensure our compliance with the General Data Protection Regulation (GDPR) and other relevant data protection laws in the context of our SaaS offerings.

By choosing to use our SaaS offerings, you trust us to handle your data with utmost care and responsibility. We are committed to protecting your data and maintaining your confidence in us.

## **2. Acceptance and Agreement**

By accepting the Terms of Use of our software, you also agree to the terms outlined in this Data Processor Statement. This statement forms an integral part of our Terms of Use and should be read in conjunction with them.

## **3. Standard Contractual Clauses**

These Contractual Clauses (the "Clauses") set out the rights and obligations of the data controller and the data processor when processing personal data on behalf of the data controller. The Clauses have been designed to ensure compliance with Article 28(3) of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation, or "GDPR").

In the context of the provision of our software, Ayfie will process personal data on behalf of the data controller in accordance with the Clauses. The Clauses shall take priority over any similar provisions contained in other agreements between the parties.

## **4. Rights and Obligations of the Data Controller**

The data controller is responsible for ensuring that the processing of personal data takes place in compliance with the GDPR, the applicable EU or Member State data protection provisions, and the Clauses. The data controller has the right and obligation to make decisions about the purposes and means of the processing of personal data.



## **5. Confidentiality**

Ayfie shall only grant access to the personal data being processed on behalf of the data controller to persons under the data processor's authority who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and only on a need-to-know basis.

## **6. Security of Processing**

Ayfie shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

## **7. Use of Sub-processors**

Ayfie shall not engage another processor (sub-processor) for the fulfilment of the Clauses without notifying the data controller.

## **8. Transfer of Data to Third Countries or International Organizations**

Ayfie does not transfer any personal data to third countries or international organizations.

## **9. Assistance to the Data Controller**

Ayfie shall assist the data controller by appropriate technical and organizational measures, insofar as this is possible, in the fulfilment of the data controller's obligations to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR.

## **10. Notification of Personal Data Breach**

In case of any personal data breach, Ayfie, without undue delay after having become aware of it, notify the data controller of the personal data breach.

## **11. Erasure and Return of Data**

Upon the termination of our services, we will retain data for a period of up to 30 days. Following this period, we are obligated to delete all data processed on behalf of the data controller. We will provide a certification to the data controller to confirm the deletion of data. This is a standard procedure we follow to ensure the security and privacy of your data.

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