

Data Processing Agreement (DPA)

This Data Processing Agreement ("Agreement") is entered into by and between:

Controller and Processor:

Xolo OÜ

[Telliskivi 60/2, 10412, Tallinn, Estonia]

(Hereinafter referred to as "Xolo OÜ" or the "Controller" and the "Processor")

Effective Date:

[2024.10.22]

1. Introduction

1.1 This Data Processing Agreement is an internal document outlining Xolo OÜ's commitment to processing personal data in compliance with applicable data protection laws, including the General Data Protection Regulation (GDPR) (EU) 2016/679.

1.2 As both the Controller and Processor, Xolo OÜ agrees to process personal data in accordance with the terms and conditions set out in this Agreement.

2. Definitions

2.1 "Personal Data" refers to any information relating to an identified or identifiable natural person ("Data Subject").

2.2 "Processing" refers to any operation or set of operations performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination, or otherwise making available, alignment, combination, restriction, erasure, or destruction.

2.3 "Data Protection Laws" refer to all applicable legislation relating to data protection, including the GDPR, and any national implementing laws, regulations, and secondary legislation.

3. Subject Matter and Duration

3.1 The subject matter of this Agreement is the processing of Personal Data related to the voting system for the *e-Revolutionaries* contest on Xolo OÜ's website.

3.2 This Agreement shall commence on the Effective Date and remain in force for the duration of the processing activities related to the voting system.

4. Nature and Purpose of Processing

4.1 Xolo OÜ shall process Personal Data for the purpose of administering the voting system for the *e-Revolutionaries* contest, including voter registration, vote tracking, prize draw entry management, and related activities.

4.2 The Personal Data to be processed includes, but is not limited to:

- Email address
- First name
- Last name
- Voting history (e.g., categories voted in, dates of votes)

4.3 Xolo OÜ shall only process Personal Data in accordance with its internal policies and applicable data protection laws.

5. Obligations of Xolo OÜ

5.1 Xolo OÜ, as both the Controller and Processor, shall:

- Process Personal Data in accordance with GDPR and other applicable data protection laws.
- Ensure that all employees involved in processing Personal Data are trained in data protection and committed to confidentiality.
- Implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, in compliance with Article 32 of the GDPR.
- Facilitate the exercise of Data Subject rights in accordance with GDPR requirements.
- Ensure the secure deletion or return of Personal Data upon the termination of processing activities.

6. Sub-processing

6.1 If Xolo OÜ engages any third-party Sub-processors (e.g., for specific technical tasks), it shall ensure that the same data protection obligations as set out in this Agreement are imposed on the Sub-processor by way of a contract.

7. Data Subject Rights

7.1 Xolo OÜ shall ensure that Data Subjects can exercise their rights under the GDPR, including the right to access, rectification, erasure, and data portability.

7.2 Xolo OÜ shall respond to any Data Subject requests promptly and in compliance with applicable data protection laws.

8. Data Breach Notification

8.1 Xolo OÜ shall notify the relevant authorities and affected Data Subjects without undue delay after becoming aware of a Personal Data breach, as required by GDPR.

8.2 Xolo OÜ shall document all data breaches, including the facts related to the breach, its effects, and the remedial actions taken.

9. Liability and Indemnity

9.1 Xolo OÜ shall be liable for any damage caused by processing that is not in compliance with this Agreement or applicable Data Protection Laws.

9.2 Xolo OÜ shall indemnify and hold harmless any Data Subjects or other parties affected by its processing activities, in accordance with GDPR provisions.

10. Governing Law and Jurisdiction

10.1 This Agreement shall be governed by, and construed in accordance with, the laws of Estonia.

10.2 Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Estonia.