Data Processing Agreement

Version 1.0 – 2025.04.20

This Data Processing Agreement ("DPA") forms part of the agreement between:

Controller:
The Partner using the Social Dancing platform operated by Webigo e.U. ("Controller")

Processor:
Webigo e.U.
Zedlitzgasse 3/14
1010 Vienna, Austria
Email: contact@socialdancing.events
("Processor")

Each a "Party" and together the "Parties".

1. Purpose and Scope

1.1. Objective

This DPA governs the Processor's processing of personal data on behalf of the Controller in connection with the Controller's use of the Social Dancing platform.

1.2. Services Covered

The platform enables the Controller to:

- Publish and promote activities (events, courses, festivals)
- Manage ticket listings and collect buyer information
- Run loyalty programs
- Track Dancer participation
- Send platform-based communications
- Request sponsored listing promotions

1.3. Roles

The Controller determines the purposes and means of processing. The Processor processes personal data solely based on the Controller's documented instructions.

2. Nature of Processing

2.1. Subject Matter

Processing necessary for delivering platform features to the Controller.

2.2. Duration

For the duration of the Controller's use of the platform and any applicable data retention period (see Section 7).

2.3. Categories of Data Subjects

End users interacting with the Controller via the platform, including:

- Dancers
- Visitors
- Ticket buyers

2.4. Types of Personal Data

May include:

- Names, contact information
- IP addresses and device information
- Preferences and profile data
- Ticket orders and event participation
- Loyalty and points data
- Platform interaction logs
- Consent records and timestamps

3. Obligations of the Processor

3.1. Compliance with Instructions

The Processor shall process data only on documented instructions from the Controller. If the Processor believes an instruction infringes the GDPR or other applicable Union or Member State data protection provisions, the Processor shall immediately inform the Controller.

3.2. Confidentiality

The Processor shall ensure that all personnel authorized to process personal data are bound by confidentiality obligations.

3.3. Security Measures

The Processor shall implement appropriate technical and organizational measures to ensure the security of processing (see Section 6).

3.4. Assistance to Controller

The Processor shall assist the Controller by appropriate technical and organisational measures, insofar as this is possible, in meeting obligations related to:

- Responding to data subject requests for exercising their rights
- Conducting data protection impact assessments (pursuant to GDPR Article 35) and prior consultation (pursuant to GDPR Article 36)
- Ensuring the security of processing (pursuant to GDPR Article 32)
- Notifying the competent supervisory authority and affected data subjects in the event of a personal data breach (pursuant to GDPR Articles 33 and 34)

3.5. Deletion or Return of Data

At the end of processing, the Processor shall delete or return personal data unless otherwise required by law.

3.6. Data Breach Notification to Controller

The Processor shall notify the Controller without undue delay after becoming aware of a personal data breach affecting Personal Data processed under this DPA.

3.7. Audits and Inspections

The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and this DPA and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller. Such audits or inspections shall be conducted during reasonable business hours, with reasonable advance notice (e.g., 14 days) to the Processor, and subject to reasonable confidentiality procedures binding the Controller or auditor. The Parties shall agree in advance on the scope, timing, and duration, and the Controller shall endeavour to minimize disruption to the Processor's business operations. The Controller shall bear its own costs associated with such audits or inspections.

4. Sub-Processing

4.1. Authorized Sub-Processors

The Controller authorizes the following sub-processors:

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Service	Sub-Processor	Purpose	Location/Safeguard
DigitalOcean	DigitalOcean LLC	Server and database hosting	EU-based*
Mailtrap	Railsware Products Studio LLC	Sending platform marketing emails	USA/SCCs
ImageKit	ImageKit Private Limited	Storing and serving images	EU-based*
Google Cloud	Google LLC	Storing and retrieving address information	Global/SCCs

* Data residency primarily within EEA. Standard Contractual Clauses (SCCs) apply per the relevant sub-processor DPA as the safeguard for potential necessary access or processing from outside the EEA.

4.2. Sub-Processor Obligations

The Processor shall ensure that sub-processors are bound by obligations substantially equivalent to those in this DPA.

4.3. Changes to Sub-Processors

The Processor shall notify the Controller of intended changes to sub-processors and provide an opportunity to object on reasonable grounds.

5. International Data Transfers

5.1. Safeguards

Where personal data is transferred outside the EEA, the Processor shall ensure appropriate safeguards, including:

- Standard Contractual Clauses (SCCs)
- EU adequacy decisions
- Participation in the EU–US Data Privacy Framework

6. Security Measures

6.1. Technical and Organizational Measures

The Processor maintains the following measures:

- HTTPS encryption
- Role-based access controls
- Server hardening and regular patching
- Incident response planning
- Internal access logging

More detailed documentation is available upon request.

7. Data Retention and Deletion

7.1. Retention Period

The Processor shall retain personal data:

- For the duration of the Controller's account
- For up to 90 days following account deletion
- Unless otherwise instructed by the Controller or required by law

7.2. Account Deletion

Personal data will be deleted or anonymized between 30 and 90 days after a valid deletion request unless legal obligations require longer retention.

8. Responsibilities of the Controller

8.1. Lawful Basis

The Controller confirms that all data processing under this DPA has a valid legal basis under the GDPR.

8.2. Transparency

The Controller shall provide appropriate privacy notices to data subjects regarding how their data is processed.

8.3. Prohibited Instructions

The Controller shall not instruct the Processor to process data in violation of applicable data protection laws.

9. Liability and Jurisdiction

9.1. Liability Limitations

The Parties' liability under this DPA is subject to the limitations in the main agreement (Terms of Service).

9.2. Governing Law and Jurisdiction

This DPA is governed by Austrian law. Any disputes shall be subject to the exclusive jurisdiction of the courts in Vienna, Austria.

10. Term and Termination

10.1. Term

This DPA remains in effect while the Processor processes personal data on behalf of the Controller.

10.2. Termination

Upon termination of the agreement, the Processor shall delete or return personal data in accordance with Section 7.

11. Contact

For any questions regarding this DPA:

Webigo e.U.
Email: contact@socialdancing.events