

# Data Processing Addendum

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The following Data Processing Terms (hereinafter referred to as the “Terms”) apply to all services provided by aucentiq solutions GmbH (hereinafter referred to as “Processor”) in connection with the use of the Android, iOS, or browser-based app Klubraum (hereinafter also referred to as “Klubraum”).

Any organization that makes the Klubraum app available to its members or otherwise uses the services of the Klubraum app (hereinafter “Controller”) is deemed to have fully accepted these Terms. For the purpose of these Terms, the Controller is the data controller and aucentiq solutions GmbH is the data processor.

## Preamble

The following Terms specify the data protection obligations of the contracting parties arising from the use of the Klubraum app in accordance with the general terms of use. They apply to all activities related to the contract in which employees of the Processor or persons appointed by the Processor may come into contact with the Controller's personal data. The basis of the Terms is Article 28 of Regulation (EU) 2016/679 (GDPR).

## §1 Subject Matter, Duration, and Specification of Data Processing

The subject matter and duration of the contract, as well as the scope and type of data collection, processing, or use, result from the contract concluded through the use of Klubraum within the framework of the general terms of use. Specifically, the following data, in particular, are part of the data processing:

<b>Type of Data</b>	<b>Purpose of Data Collection, Processing, or Use</b>	<b>Category of Data Subjects</b>
Inventory data (e.g., names, addresses)	Identification and administration of users within a Klubraum group	all users of Klubraum invited and registered by the Controller
Content data (e.g., chats, uploads, appointments, appointment confirmations, ride-sharing)	Improvement of communication, coordination, and organization of Klubraum users	all users of Klubraum invited and registered by the Controller
Contact data (e.g., email addresses)	Invitation and identification of a user to/in a group within Klubraum	all registered users of Klubraum invited by the Controller
Pseudonymized usage data (e.g., features used)	Improvement of the functional scope and user experience of Klubraum	all registered users invited by the Controller; users can object at any time and easily

The term of these Terms is governed by the term of use, unless obligations extending beyond that result from the provisions of these Terms.

## § 2 Scope of Application and Responsibility

1. The Processor processes personal data on behalf of the Controller. This includes activities specified in the terms of use and, if applicable, in a further service description. Within the scope of this contract, the Controller is solely responsible for compliance with the statutory provisions of data protection laws, in particular for the lawfulness of data transfer to the Processor and for the lawfulness of data processing ("Controller" within the meaning of Art. 4 No. 7 GDPR).
2. The instructions are initially laid down in the terms of use and can subsequently be modified, supplemented, or replaced by the Controller in written form or in an electronic format (text form) to the contact point designated by the Processor through individual instructions (individual instruction). Instructions not provided for in the contract will be treated as a request for a change in service. Oral instructions must be confirmed immediately in writing or in text form.

## § 3 Obligations of the Processor

1. The Processor may process data of data subjects only within the framework of the contract and the instructions of the Controller, unless an exception within the meaning of Article 28 (3) (a) GDPR exists. The Processor shall inform the Controller immediately if it is of the opinion that an instruction violates applicable laws. The Processor may suspend the implementation of the instruction until it has been confirmed or modified by the Controller.

2. The Processor will design its internal organization in its area of responsibility in such a way that it meets the specific requirements of data protection. It will take technical and organizational measures for the adequate protection of the Controller's data that meet the requirements of the General Data Protection Regulation (Art. 32 GDPR). The Processor shall take technical and organizational measures that permanently ensure the confidentiality, integrity, availability, and resilience of the systems and services in connection with the processing.
3. Security measures include, among other things, the ability to restore the availability of and access to personal customer data in a timely manner after an incident, the ability to ensure the ongoing availability, integrity, and confidentiality of the processing systems and services.
4. The Processor ensures that its employees involved in the processing of the Controller's data and other persons working for the Processor are prohibited from processing the data outside of the instructions. Furthermore, the Processor ensures that the persons authorized to process the personal data have committed themselves to confidentiality or are subject to an appropriate statutory duty of secrecy. The obligation of confidentiality/secrecy shall continue to apply after the termination of the contract.
5. The Processor will take appropriate steps to ensure that only persons authorized to process personal data have access and that access is granted only to the extent necessary for the provision and improvement of the service.
6. The Processor shall support the Controller, as agreed, to the extent possible, in fulfilling the requests and claims of data subjects pursuant to Chapter III of the GDPR as well as in complying with the obligations mentioned in Art. 33 to 36 GDPR.
7. The Processor shall inform the Controller immediately if it becomes aware of breaches of the protection of the Controller's personal data. The Processor shall take the necessary measures to secure the data and to mitigate possible adverse consequences for the data subjects and shall immediately coordinate with the Controller on this matter.
8. The Processor shall name the contact person for data protection issues arising within the scope of the contract to the Controller.
9. The Processor ensures compliance with its obligations under Art. 32 (1) (d) GDPR to implement a process for regularly reviewing the effectiveness of the technical and organizational measures for ensuring the security of the processing.
10. The Controller can at any time request the Processor in writing to close their account/group and/or delete all personal customer data. In this case, the Processor will delete all personal customer data within six (6) months from the request. The Processor cannot guarantee an earlier deletion, as this data may be necessary for the proper provision of the services.
11. In the event that the Controller is subject to claims by a data subject regarding possible claims under Art. 82 GDPR, the Processor undertakes to support the Controller in defending the claim within the scope of its possibilities. Should the measures necessary for support involve a significant amount of work for the Processor, the Controller shall additionally remunerate these expenses to the Processor in a reasonable amount.

## § 4 Obligations of the Controller

1. The Controller must inform the Processor immediately and completely if they discover errors or irregularities in the contract results with regard to data protection regulations.
2. In the event that the Controller is subject to claims by a data subject regarding possible claims under Art. 82 GDPR, § 3 Para. 11 shall apply accordingly.
3. The Controller shall name the contact person for data protection issues arising within the scope of the contract to the Processor.

## § 5 Requests of Data Subjects

1. If a data subject contacts the Processor with demands for rectification, deletion, or information, the Processor will refer the data subject to the Controller, provided that an assignment to the Controller is possible according to the information provided by the data subject. The Processor shall immediately forward the data subject's request to the Controller. The Processor shall support the Controller in accordance with instructions as agreed, within the scope of its possibilities. The Processor is not liable if the data subject's request is not answered, not answered correctly, or not answered in a timely manner by the Controller.

## § 6 Verification Options

1. The Controller or a third-party auditor acting on the instructions of the Controller has the right to carry out data protection and security controls regarding the data security of the Processor and its data protection procedures for the processing of personal customer data and compliance with these Terms and the corresponding data protection legislation at its own expense.
2. If the controls require the disclosure of the Processor's business or trade secrets or endanger the Processor's intellectual property, the Controller must appoint an independent third-party auditor who must commit to confidentiality regarding the aforementioned secrets towards the Processor in an appropriate form.

## § 7 Subcontractors (Further Processors)

1. The Processor shall only commission a subcontractor for processing activities in accordance with these Terms if this subcontractor is based in the European Economic Area or the United States of America, provided that in the case of subcontractors from the United States of America, the special requirements of Art. 44 et seq. GDPR are met (e.g., Commission adequacy decision, standard data protection clauses, approved codes of conduct) or the data subject can exercise an opt-out right for the affected processing.
2. The Controller fundamentally agrees that the Processor may involve other subcontractors meeting the criteria mentioned in paragraph 1 as sub-processors for

the processing of personal data in connection with the provision of the service, provided that their use does not lead to violations of applicable law or the Processor's obligations under these Terms. The Processor shall ensure that the involved subcontractors are properly qualified, have concluded a data processing agreement with the Processor, and that these data processing agreements meet the same level of protection as these Terms. The Processor is liable to the Controller for the processing of personal data by the subcontractors.

3. The Processor is free to select and change its subcontractors. The Processor will inform the Controller about the currently involved subcontractors upon request. In the event of a subsequent change of subcontractors (addition or replacement), the Processor will inform the customer about this change. If the Controller rejects such a change of subcontractor for legitimate reasons, the Controller has the right to request a change of the subcontractor. If the Processor is not willing to change the subcontractor objected to by the customer, the Controller has the right to terminate the user contract and this agreement.

## § 8 Data Transmission

1. Personal data will only be processed by the Processor and/or a commissioned subcontractor: (i) within the EEA; or (ii) a third country outside the EEA, provided that the special requirements of Art. 44 et seq. GDPR are met (e.g., Commission adequacy decision, standard data protection clauses, approved codes of conduct) or the data subject can exercise an opt-out right for the affected processing.
2. Pseudonymized usage data will not be passed on to subcontractors (with the exception of servers rented in the name of the Processor from the web hoster) or third parties.

## § 9 Liability and Damages

1. The liability on the part of the Processor towards data subjects is always limited to the amount of fees paid by the Controller for the associated services in the past 12 months. This limitation does not apply to damages:
  - arising from injury to life, body, or health based on an intentional or negligent breach of duty by the Processor;
  - based on an intentional or grossly negligent breach of duty by the Processor;
  - based on an intentional or negligent breach of a material contractual obligation by the Processor.
2. Furthermore, the liability regulation agreed in the Processor's general terms of use applies.

## § 10 Final Provisions

1. Changes and additions to these Terms and all their components – including any assurances by the Processor – require a written agreement. These changes will be presented in the form of an updated version of these Terms.

2. All disputes arising with respect to the Terms shall be brought before a court in Germany, which shall have exclusive jurisdiction in the decision, unless otherwise specified in writing by the parties.
3. German law applies.
4. Should a provision of these Terms be deemed invalid or unenforceable, the remainder of these Terms shall remain valid and legally effective. The invalid or unenforceable provision will either (i) be modified as necessary to ensure its validity and enforceability while maintaining the parties' intentions as closely as possible, or, if not possible, (ii) be interpreted as if the invalid or unenforceable part had never been included.