Tourassistant

Data processing agreement for Tourassistant

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1. Parties, subject matter and duration

This agreement supplements the Tourassistant contract between the business customer identified in that contract (Customer) and Nils Bernatzki, CABkonia Software, Friedrich-Ebert-Straße 27, 46238 Bottrop, Germany, email: info@tourassistant.de (Processor). Annexes 1 to 3 form part of this agreement.

It applies to the processing of personal data on the Customer's behalf during use of the service, including trial access and subsequent return or deletion. The protection obligations continue until return or deletion is complete. The Processor's own contract administration, billing and statutory obligations are outside its scope insofar as the Processor acts as a controller for those purposes. If the Customer is itself a processor, it ensures that it has the necessary authorisation from the controller.

2. Responsibility and instructions

The Customer is responsible for the lawfulness of its processing, the necessary legal bases and information, and the granting of access rights. It may give instructions and monitor compliance with this agreement.

The Processor processes data entrusted to it solely on documented instructions, including for transfers to third countries. Instructions arise from the contract and actions taken by authorised users when using the service; additional instructions must be sent in text form to info@tourassistant.de. If Union or Member State law requires different processing, the Processor informs the Customer in advance unless legally prohibited from doing so. If it considers an instruction to infringe data protection law, it informs the Customer without undue delay and suspends execution until the matter is clarified.

3. Protection and assistance

The Processor commits authorised persons to confidentiality unless they are subject to an equivalent statutory obligation. It implements the measures required by Article 32 GDPR, including Annex 2, and regularly reviews their effectiveness. Adjustments must not reduce the required level of protection.

It assists the Customer through appropriate technical and organisational measures, insofar as possible, with data subject requests and, taking into account the processing and available information, with obligations under Articles 32 to 36 GDPR. It forwards requests concerning data processed on the Customer's behalf without undue delay; substantive responses are provided only on instructions or where required by law.

Upon becoming aware of a personal data breach, it notifies the Customer without undue delay, providing the available information on its nature, extent, possible consequences, remedial measures and contact person. Missing information is supplemented without unnecessary delay.

4. Subprocessors and third countries

The Customer gives general authorisation for the subprocessors listed in Annex 3. The Processor informs the Customer of intended additions or replacements sufficiently in advance to allow a reasoned objection on data protection grounds. If the parties cannot resolve the objection in compliance with the law, the affected

processing is brought to an orderly end.

The Processor contractually imposes the same data protection obligations on subprocessors, in particular sufficient guarantees of appropriate protective measures. It remains responsible to the Customer for their performance. This applies correspondingly to further subprocessing chains.

Transfers to third countries take place only in compliance with Articles 44 et seq. GDPR, in particular on the basis of an applicable adequacy decision or validly incorporated standard contractual clauses together with any necessary supplementary measures. The Processor provides the necessary information on recipients, processing and safeguards.

5. Evidence and audits

The Processor makes available all information necessary to demonstrate compliance with Article 28 GDPR, allows audits including inspections by the Customer or its auditor, and contributes to them. The procedure and scope are coordinated appropriately; the rights of other customers and security interests are protected without preventing necessary audits.

6. Return, deletion and conclusion

After processing ends, the Processor returns or deletes the entrusted data, including existing copies, at the Customer's choice, unless a statutory retention obligation prevents this. Lawful earlier deletion instructions remain possible. Data that must be retained by law is limited to the necessary scope and period and blocked from use for other purposes. The return and switching procedures set out in the main contract remain applicable insofar as they comply with these obligations.

Where legally permissible, backup copies that cannot technically be deleted individually are deleted when the limited backup cycle expires and are protected against normal use until then. Following restoration, existing deletion instructions are implemented before normal use resumes.

This agreement is concluded in writing or electronically. The Customer receives the agreed version, including annexes, in a form that can be saved. In the event of a conflict, it takes precedence over the main contract for processing on the Customer's behalf; mandatory law and overriding standard contractual clauses remain unaffected.

Annex 1: Processing

Nature and purpose: Provision of Tourassistant for contact, tour, appointment and team management, including customer-initiated planning and communication, technical administration, commissioned support, export and deletion. Processing includes receiving, organising, storing, calculating, linking, displaying, transmitting as instructed, rectifying and deleting; on an ongoing basis or on request for the duration specified in Section 1.

Types of data: Names, contact details, addresses and location references; tours, stops, appointments, planning information and results; customer content and free text; user, role, team and access assignments; communication related to the commissioned services and necessary usage, change and technical metadata.

Data subjects: The Customer's users and employees, its contacts at customers, prospective customers and business partners, and other persons whose data it lawfully provides for these purposes. The service is not designed for special categories of data under Article 9 or criminal offence data under Article 10 GDPR; processing such data requires a separate agreement.

Annex 2: Technical and organisational measures

Area	Measures
Access and authorisation	Personal operator accounts with two-factor authentication; access only for authorised persons to the extent necessary. Authentication and server-side role, user and company checks protect customer data and exports. Access can be revoked. Privileged service keys are managed exclusively on the server with access protection.
Transmission and operation	HTTPS for app and API connections; encrypted SMTP connection to the email delivery service. TLS is offered, but not enforced, for its delivery to recipients. The primary database and app server functions are located in Frankfurt; see Annex 3 for additional provider processing.
Availability	Daily database backups with a seven-day recovery window. Recoverability and protective measures are reviewed regularly and when circumstances warrant. Existing deletion instructions are taken into account during restoration.
Monitoring and deletion	Protected access to necessary error and activity logs; purpose-related limitation and deletion, including logs and provider copies. Export, rectification and deletion procedures support customer instructions. Completed support emails are reviewed monthly and deleted when no longer needed, including from trash; an already identified need for deletion is addressed without unnecessary delay. Legally required records are retained separately. Data protection requests and incidents are handled via info@tourassistant.de.

Annex 3: Subprocessors

Each engagement covers only processing on the Customer's behalf. The respective subprocessing chains are subject to Section 4.

Provider	Function	Processing locations
Supabase Pte. Ltd., Singapore	Database, authentication and related technical operation	Primary database in Frankfurt; additional processing possible, particularly in Singapore and the USA.
Vercel Inc., USA	App delivery, server functions and related operational logs	Server functions in Frankfurt; additional global infrastructure and support processing.
Plus Five Five, Inc. (Resend), USA	Email delivery on the Customer's behalf, including authentication emails	Sending region Ireland; storage and additional processing in the USA.
STRATO GmbH, Germany	Support mailbox insofar as communications contain data processed on the Customer's behalf	Predominantly EU/EEA; additional third-country processing under the relevant provider terms subject to Section 4.

Stripe for our own payment and billing purposes and Google Maps Platform under controller-to-controller terms are not subprocessors in this list. Any transfer of entrusted data to independent controllers requires corresponding documented instructions and a lawful transfer.