

Data Processing Agreement (DPA)

concluded between

the owner of the EasyWeek account
(hereinafter referred to as „Partner“)

and

Awescode GmbH
Hördtweg 65
40470 Düsseldorf
Germany
(hereinafter referred to as „EasyWeek“)

Preamble

EasyWeek offers a SaaS platform designed for booking management, website builder, notification system, customer relationship management, and an integrated POS system. The Partner serves as both a client and user of the application delivered by EasyWeek.

This agreement aims to establish the data protection framework, along with the roles and responsibilities for managing personal data in compliance with Regulation (EU) 2016/679, commonly known as the General Data Protection Regulation (GDPR).

1. Subject Matter of the Agreement

1.1 EasyWeek agrees to perform all necessary data processing activities required to provide the features and functionalities outlined in the performance specifications and the feature list.

1.2 EasyWeek delivers the following services on behalf of the Partner as per the Contracts between EasyWeek and the Partner:

- Feature List, General Terms and Conditions, and Terms of Service (Annex 1) (collectively referred to as “Contracts”).

Under the terms of the Contracts, EasyWeek is granted access to personal data and processes this data solely on behalf of and in accordance with the Partner’s instructions. The scope and purpose of data processing are defined by the Contracts unless further specifications are provided in this DPA. The Partner is responsible for evaluating the compliance of data processing with applicable data protection regulations.

1.3 The provisions outlined in this DPA shall apply to all data processing conducted under the Contracts.

1.4 The duration of this DPA aligns with the term of the Contracts and the associated Partner’s account at EasyWeek. However, this DPA remains in effect beyond the termination of the Contracts as long as EasyWeek retains or processes personal data on behalf of the Partner.

1.5 All annexes are considered integral parts of this agreement.

2. Scope and Purpose of Data Collection and Data Subjects

2.1 Personal data will be processed through various activities, including but not limited to: collection, recording, organisation, sorting, storage, modification, retrieval, utilisation, disclosure by transmission, distribution, matching/synchronisation, restriction, deletion, or destruction.

2.2 Under the execution of the Contracts, EasyWeek will have access to personal data related to the use of EasyWeek’s tools and features.

This data may include the following details:

- First name, last name
- Email address
- If applicable, activity and (mobile) phone number
- Bookings and appointments within the product
- End customer information, such as name, email address, and potentially:
 - Address
 - Phone number
 - Customer attributes (depending on individual settings)

Communications between the client and the end customer

The latest version of the feature list and the associated processing purposes can be downloaded

from <https://easyweek.io/features>.

The categories of data subjects affected by this processing are:

- Customers of the Partner
- Employees of the Partner

3. Obligations of EasyWeek

3.1 EasyWeek is permitted to process personal data exclusively within the scope of the contractual agreement and in accordance with the Partner's instructions. Should EasyWeek be legally obligated by European Union or member state laws to process data beyond these instructions, it will notify the Partner of such legal requirements prior to processing, except where prohibited by law due to overriding public interest.

3.2 EasyWeek commits not to process the provided data for any purpose other than those stipulated in the contractual agreement, particularly not for its own purposes.

3.3 EasyWeek is required to maintain strict confidentiality during the processing of personal data.

3.4 Employees of EasyWeek involved in data processing are prohibited from unlawfully collecting, processing, or using personal data without proper authorization. EasyWeek ensures that all personnel engaged in fulfilling this agreement sign appropriate confidentiality agreements.

3.5 EasyWeek guarantees that all employees tasked with processing personal data are familiarized with the relevant data protection laws and this agreement prior to commencing their duties.

3.6 EasyWeek will assist the Partner in fulfilling obligations under Articles 32 to 36 of the GDPR, considering the nature of processing and the information available to EasyWeek.

3.7 EasyWeek agrees to provide technical and organizational support to the Partner, where feasible, to help fulfill obligations related to Data Subject rights as outlined in Section III of the GDPR.

3.8 If a Data Subject directly contacts EasyWeek to exercise their rights (e.g., access, correction, or deletion of their data), EasyWeek will promptly notify the Partner and await instructions before taking further action.

3.9 For any support services that exceed legal requirements or the customary scope, the Partner agrees to compensate EasyWeek at an hourly rate of €170.00 plus statutory VAT.

4. Technical and Organizational Measures

4.1 EasyWeek will implement all necessary technical and organizational measures to ensure the appropriate protection of the Partner's data in compliance with Article 32 of the GDPR. These measures will include, but are not limited to, those specified in Annex 2.

4.2 EasyWeek reserves the right to update or modify the agreed security measures, provided that the minimum contractual level of protection is maintained at all times.

4.3 EasyWeek ensures that data processed on behalf of the Partner is kept strictly separate from other data through logical data separation.

5. Subcontracting

5.1 The Partner provides consent for EasyWeek to engage subcontractors. The Partner retains the right to object to the use of a new subcontractor within 30 days of receiving notification. Such notification will be sent via email to the administrator's email address registered in the administrator account.

5.2 When engaging subcontractors, EasyWeek must ensure that they adhere to the requirements outlined in this agreement, allowing the Partner to enforce their rights under this agreement directly against the subcontractor. If a subcontractor is located in a third country, EasyWeek must ensure an adequate level of data protection in compliance with Articles 44 ff. GDPR. Upon request, EasyWeek will provide proof of agreements concluded with its subcontractors. The Partner authorizes EasyWeek to execute EU standard contractual clauses on their behalf, along with any necessary supplementary agreements, if required.

5.3 The services agreed upon in this contract may be performed by the subcontractors listed in Annex 3. Further subcontracting by these subcontractors is permissible, provided that all conditions outlined in this agreement are upheld.

5.4 Relationships with third parties that provide ancillary services, such as postal, transport, shipping, cleaning, or telecommunications services without direct relevance to the core services performed by EasyWeek for the Partner, are not considered subcontractor relationships under this section.

6. Notification Requirements

6.1 In the event of a suspected data protection breach, potential security issues, or any irregularities in the processing of personal data by EasyWeek, its employees, or subcontractors, EasyWeek will notify the Partner without undue delay in written or text form. The notification of a personal data breach must include at least the following details:

- a. A description of the nature of the data protection breach, including, where possible, the categories and approximate number of individuals affected, as well as the categories and approximate number of data records involved.
- b. The name and contact details of the data protection officer or another point of contact for further information.
- c. A description of the likely consequences of the breach.
- d. A description of measures taken or proposed by EasyWeek to address the breach and mitigate any potential adverse effects.

6.2 EasyWeek will take all appropriate measures without undue delay to protect the data and

mitigate any potential harm to affected individuals.

6.3 If the Partner's data at EasyWeek is threatened by attachment, seizure, insolvency proceedings, or other events or third-party actions, EasyWeek will notify the Partner without undue delay, unless legally prohibited by a court order or statute. EasyWeek will also inform all relevant parties that authority over the data rests solely with the Partner as the "Data Controller" as defined by the GDPR.

7. Right to Issue Instructions

7.1 EasyWeek may only collect or process personal data within the parameters of the Contracts and strictly in accordance with the Partner's instructions. This does not apply to any data processing undertaken by EasyWeek as an independent Data Controller. If required by the law of the European Union or its member states to process data further, EasyWeek will inform the Partner of such legal obligations prior to proceeding.

7.2 The Partner's instructions are initially defined by the features listed in Annex 1 and the related processing specifications. These instructions may be amended, supplemented, or replaced by the Partner in written or text form at any time. The authorised persons responsible for issuing instructions are listed in Annex 4.

7.3 Any instructions issued by the Partner that deviate from the standard SaaS application processes outlined in the Feature List must be documented by both the Partner and EasyWeek. Instructions that exceed the agreed-upon services will be treated as requests for changes to the service.

7.4 If EasyWeek determines that a Partner's instruction is in violation of data protection laws, EasyWeek will notify the Partner without undue delay. EasyWeek may suspend execution of the instruction until it is confirmed or revised by the Partner. EasyWeek reserves the right to reject the execution of instructions that are clearly unlawful.

8. Partner's Review Rights

8.1 The Partner has the right to review EasyWeek's compliance with data protection regulations and contractual obligations to an appropriate extent. Reviews should only be conducted to fulfill the Partner's legal obligations and must be conducted in a manner that minimizes disruption to EasyWeek's operational processes.

8.2 EasyWeek is obligated to provide, within a reasonable timeframe, all information and documentation necessary for the Partner to assess the adequacy of EasyWeek's technical and organizational measures.

8.3 The Partner shall document the results of their review and share them with EasyWeek. If the review identifies circumstances requiring changes to processes to prevent future issues, the Partner will inform EasyWeek of the required adjustments without undue delay.

9. Liability

Liability is governed by the provisions of the GDPR unless otherwise stipulated in the Contracts.

10. Extraordinary Right of Termination

The Partner has the right to terminate the Contracts without prior notice, in whole or in part, if EasyWeek fails to fulfill its obligations under this agreement, or intentionally or through gross negligence breaches the terms of the GDPR, or refuses or is unable to comply with an instruction issued by the Partner. In cases of minor violations (neither intentional nor grossly negligent), the Partner must provide EasyWeek with an appropriate deadline to remedy the violation before termination.

11. Termination of the Contracts

11.1 Upon the termination of any Contract or upon request, EasyWeek shall return all documents, data, and data storage devices to the Partner or delete them upon request, unless retention is required by the laws of the European Union or its member states. If the Partner provides no contrary instructions within 60 days of Contract termination, EasyWeek is authorised and instructed to delete all data. EasyWeek will document the data deletion process.

11.2 EasyWeek is obligated to maintain the confidentiality of all sensitive data it has accessed under the Contracts, even after the Contracts have been terminated.

12. Concluding Terms

12.1 EasyWeek acknowledges that it has no right to retain any personal data after the termination of the Contracts, except where retention is required by law.

12.2 Amendments or additions to this agreement are only valid if made in writing. This requirement also applies to changes to the written form clause itself. No verbal side agreements exist.

12.3 The terms of the Contracts remain unaffected by this agreement, except in cases of contradiction. In such cases, the provisions of this agreement take precedence.

12.4 Should any provision of this agreement be deemed invalid or unenforceable, the remaining provisions shall remain in effect. Any invalid term shall be replaced by a valid provision that most closely approximates the intended purpose. The same applies to any omissions within the agreement.

12.5 This agreement is governed by the laws of the Federal Republic of Germany, as well as applicable European Union regulations, particularly the GDPR.

12.6 The agreed place of jurisdiction for any disputes arising from this agreement is the competent court in Düsseldorf, Germany.

Annexes

Annex 1 – Description of services

Annex 2 – Technical and organisational measures

Annex 3 – Licensed subprocessors

Annex 4 – Authorised persons

Awescode GmbH represented by
Yevhen Lisovenko



signature here

Partner

signature here

Annex 1 – Feature List and General Terms and Conditions

The current Feature List is available at the official website: <https://easyweek.io/features>.

The current General Terms and Conditions can be found:

<https://easyweek.io/terms-and-policies.html>.

Annex 2 – Technical and Organisational Measures

The Technical and Organisational Measures implemented by EasyWeek can be accessed at:

https://storage2.easyweek.io/legal/2025/easyweek_tech_and_org_measures_de.pdf

Annex 3 – Licensed Subcontractors/Sub-Processors

EasyWeek employs third-party services to process data on behalf of the Partner.

The names of the licensed subcontractors/sub-processors are available at:

https://storage2.easyweek.io/legal/2025/easyweek_subcontractor_list_en.pdf

Annex 4 – Authorised Persons

Persons at EasyWeek authorised to take instructions: all employees of Awescode GmbH working in the Sales, Support, Product, and Management divisions.

Persons at the Partner's site authorised to give instructions: all employees of the Partner with administrative access to the EasyWeek application.