

Data Processing Agreement

1 – General Provisions

1.1 Terms such as controller, processor, processing, and personal data shall have the meanings set forth in the applicable data protection legislation, including the EU General Data Protection Regulation (GDPR).

1.2 This agreement ("Data Processing Agreement") is a supplement to the primary service agreement (the "Agreement") entered into between:

The Customer: Data Controller (the "Controller")

Dotbee AB, reg. no. 559535-9422: Data Processor (the "Processor")

1.3 Each party may, in certain cases, act as an independent data controller for its own processing activities. In instances where Dotbee processes personal data on behalf of the Customer, Dotbee shall be regarded as a data processor in accordance with Article 28 GDPR.

2 – Purpose and Scope of Processing

2.1 The Processor shall process personal data solely for the purpose of delivering, maintaining, and supporting the services ordered by the Controller, as set out in the main Agreement.

2.2 The processing may include:

- Collection, storage, and transmission
- Technical administration and support
- Logging, troubleshooting, and operations
- Statistics and usage data for billing purposes

3 – Categories of Data and Data Subjects

3.1 The processing may include the following categories of personal data:

- Name
- Telephone number
- Email address
- Message content
- IP addresses and metadata
- Invoice references and customer identifiers

3.2 The data subjects may include:

- The Customer's end users
- Contact persons within the Customer's organization
- Recipients of communications

4 – Obligations of the Processor

4.1 Dotbee undertakes to process personal data only in accordance with the Customer's documented instructions.

4.2 Dotbee shall implement appropriate technical and organizational security measures in accordance with Article 32 GDPR.

4.3 Only authorized personnel bound by confidentiality shall have access to the data.

4.4 Dotbee shall assist the Customer in fulfilling data subjects' rights as set out in Articles 12–22 of the GDPR.

4.5 Dotbee shall assist in inspections or audits conducted by competent supervisory authorities.

4.6 Dotbee shall promptly inform the Customer of any personal data incidents or breaches.

5 – Sub-processors

5.1 Dotbee is entitled to engage sub-processors in order to fulfill its obligations under this Agreement. The Customer agrees that Dotbee may use platform providers and other relevant service providers as sub-processors.

5.2 Dotbee shall ensure that each sub-processor is bound by a data processing agreement that meets the applicable GDPR requirements and guarantees an adequate level of protection for the processed personal data.

5.3 Dotbee shall inform the Customer of any intended changes concerning the addition or replacement of sub-processors. The Customer shall have the right to object to such changes within a reasonable period from the time of notification.

6 – Data Transfers to Third Countries

The transfer of personal data outside the EU/EEA may only take place if:

- The European Commission has determined that the third country ensures an adequate level of protection,
- Standard Contractual Clauses (SCCs) are used, or
- Other approved safeguards under the GDPR are applied.

7 – Data Retention and Deletion

7.1 Processing shall only occur for as long as necessary to fulfill the Agreement.

7.2 Upon termination of the Agreement, Dotbee shall delete or return the personal data in accordance with the Customer's instructions, except where data must be retained by law.

8 – Liability

Dotbee shall be liable only for the processing of personal data in accordance with this Agreement and applicable law. The Customer is responsible for ensuring that the instructions provided to Dotbee comply with the GDPR.

9 – Contact and Requests

For data protection-related inquiries, the Customer may contact: privacy@dotbee.se.

10 – Duration

This Data Processing Agreement remains valid for as long as Dotbee processes personal data on behalf of the Customer under the main Agreement.