

# Data Processing Agreement (DPA)

pursuant to Article 28 of the General Data Protection Regulation (GDPR)

## 1. Contracting Parties

### 1.1 Data Processor

**Platform:** EventPics

**Operator:** Matthias Manuel Aigner

**Address:** Hauptplatz 23, 4190 Bad Leonfelden, Austria

**Email:** support@eventpics.net

**Legal form:** Sole proprietor

**VAT ID:** ATU76898305

**Business activity:** Services in automatic data processing and information technology

(hereinafter referred to as the “**Data Processor**”)

### 1.2 Controller

The respective user of the **EventPics** platform who creates an event and processes personal data (e.g. photographer, event organizer, company or private individual)

(hereinafter referred to as the “**Controller**”)

## 2. Subject Matter and Duration of Processing

(1) The subject matter of this Data Processing Agreement is the processing of personal data by the Data Processor on behalf of the Controller in the context of using the **EventPics** platform (web and app versions).

(2) Processing is carried out based on the use of the platform’s functionalities and in accordance with the processing operations described in this agreement and in the EventPics terms of use. Individual instructions are not required.

(3) The duration of processing corresponds to the duration of the respective event and any additional storage period defined by the Controller’s settings or the contractual terms of use of EventPics.

## 3. Nature and Purpose of Processing

The processing of personal data includes in particular the following activities:

- Hosting and provision of event photos and videos

- Uploading, storage, display and download of media
- Sharing content via links or QR codes
- Optional user authentication (mandatory only for event creators)
- Sending system-related emails (e.g. event process, deletion notices)
- Error analysis and improvement of platform stability
- Creation of anonymized usage statistics without advertising profiling

The Data Processor does **not** make any own content-related use of images or other personal data.

## 4. Categories of Personal Data

Depending on the use of the platform, the following personal data may be processed in particular:

- Photos and videos of persons
- Metadata (e.g. upload timestamp, event ID, media size, format, creation date)
- Email address (only of registered event creators)
- IP address
- Device and browser information

## 5. Categories of Data Subjects

- Event participants
- Guests with access authorization
- Customers of the Controller
- **Minors**, insofar as they participate in events

## 6. Rights and Obligations of the Controller

(1) The Controller is solely responsible for the lawfulness of the processing of personal data.

(2) The Controller ensures that all necessary legal requirements are met, in particular valid consent, information obligations and, where applicable, youth protection regulations.

(3) Requests from data subjects pursuant to Articles 15–22 GDPR shall primarily be handled by the Controller.

## 7. Obligations of the Data Processor

- (1) The Data Processor processes personal data exclusively within the scope of this agreement.
- (2) The Data Processor ensures that persons authorized to process personal data have committed themselves to confidentiality.
- (3) The Data Processor implements appropriate technical and organizational measures in accordance with Article 32 GDPR.
- (4) The Data Processor supports the Controller to the extent required by law in fulfilling obligations pursuant to Articles 32–36 GDPR.
- (5) The Data Processor shall inform the Controller without undue delay if it becomes aware of any personal data breaches.

## 8. Technical and Organizational Measures (TOMs)

The Data Processor implements in particular the following measures:

- Encrypted data transmission (HTTPS / TLS)
- Encryption of stored data (“at rest”)
- Role and permission management
- Logical separation of events (tenant separation)
- Access restrictions and authentication
- Anonymous use for guests without a user account
- Logging of security-relevant activities
- Regular data backups

No ISO certification or regular penetration tests are currently in place.

## 9. Sub-Processors

The Controller hereby grants general authorization for the use of the following sub-processors:

- **Google Firebase**  
(Firestore, Cloud Functions, Firebase Auth, Crashlytics, Analytics – region: europe-west3)
- **Cloudflare R2**  
(Object storage, EU bucket for EU residents, global bucket for international users)
- **Amazon Web Services (AWS SES)**  
(Sending of system-related emails)

Payment service providers such as **Stripe**, **Apple App Store** and **Google Play** act as **independent controllers** within the meaning of Article 4(7) GDPR.

## 10. Transfers to Third Countries

- (1) Worldwide access to content is technically possible.
- (2) Such access occurs exclusively on the initiative of the Controller, in particular by sharing event links or QR codes.
- (3) Storage is carried out in EU-based or global data centers depending on the user's location.
- (4) Where personal data is processed outside the EU, this is done on the basis of appropriate safeguards pursuant to Articles 44 et seq. GDPR, in particular Standard Contractual Clauses.

## 11. Deletion and Return of Data

- (1) Free events are automatically deleted after approximately **6–8 weeks**.
- (2) Paid events are not deleted as long as an active subscription exists.
- (3) The Controller may delete events manually at any time.
- (4) Upon termination of the contractual relationship, all personal data shall be deleted unless statutory retention obligations apply.

## 12. Liability

Liability is governed by the applicable provisions of the GDPR and Austrian law. The Controller shall indemnify the Data Processor against third-party claims insofar as these are based on unlawful use or instructions by the Controller.

## 13. Final Provisions

- (1) Amendments and supplements to this agreement must be made in text form.
- (2) Should any provision of this agreement be or become invalid, the validity of the remaining provisions shall remain unaffected.
- (3) **Austrian law shall apply.**
- (4) **Place of jurisdiction is Linz, Austria.**

**Language:** English

**Version:** 1.0

**Effective date:** January 2026

**Platform:** EventPics

**Provider:** Matthias Manuel Aigner