Data Processing Agreement

Civinc standard Data Processing Agreement · Version 1.0 · Effective 29/7/2026 · Always check the current version at civinc.co

This Data Processing Agreement (the "Agreement") applies whenever Civinc processes personal data on behalf of a customer, and satisfies Article 28(3) GDPR. It is entered into electronically, as Article 28(9) GDPR permits: by creating an account or arranging a session, the customer accepts it. No separate signature is required.

Where Civinc and a customer have concluded a separate data processing agreement (whether on Civinc's template or the customer's own) that agreement applies instead of this one, in full. In all other cases this Agreement applies.

Civinc B.V., Tweede van der Helststraat 89h, 1073 AN Amsterdam, the Netherlands, registered with the Dutch Chamber of Commerce under number 87827514 ("Civinc", the "Processor"),

and

the organisation that arranges a Civinc session, or the individual who does so on its behalf (the "Customer", the "Controller"),

together the "Parties".

Article 1 — Roles and scope

1.1 The Customer is the controller and Civinc is the processor, within the meaning of Article 4 GDPR, for all personal data processed in connection with a Civinc session.

1.2 Civinc acts as an independent controller, outside the scope of this Agreement, for: (a) the security, availability and abuse prevention of its platform; (b) improvement of its platform on aggregated data from which no individual can be identified; and (c) its own website, cookies and correspondence. The Civinc Privacy & Cookie Statement describes these.

1.3 The Parties are not joint controllers within the meaning of Article 26 GDPR.

1.4 Where an individual arranges a session without a formal mandate from their organisation, that individual is the Controller.

Article 2 — Subject matter of the processing

As required by Article 28(3) GDPR:

Element	Description
Subject matter	Provision of the Civinc dialogue platform and the resulting group report.
Duration	The term of the agreement between the Parties, plus the retention periods in Article 12.
Nature and purpose	Collecting responses to statements and questions; matching participants; enabling and temporarily storing chat conversations; where enabled by the Customer, automated analysis of conversation content; producing an aggregated report and dashboard.
Categories of data subjects	Participants in a session
Types of personal data	Participants: responses to statements and questions, conversation content, session metadata, and a randomly generated user identifier. No special categories of personal data are requested or knowingly processed.

2.1 Civinc does not ask participants for their name, contact details or any other directly identifying data, and holds no key linking the user identifier to an identified person.

2.2 Participants may nonetheless enter identifying details in open text fields or conversations. Civinc cannot fully prevent this. The Customer shall instruct participants, before each session, not to do so, and shall not solicit personal data through these fields.

Article 3 — Instructions

3.1 Civinc processes personal data only on the documented instructions of the Customer, as set out in this Agreement and the platform's configuration options, unless required to do otherwise by Union or Member State law. In that case Civinc informs the Customer before processing, unless the law prohibits it.

3.2 Civinc does not process the personal data for its own purposes.

3.3 If Civinc considers an instruction to infringe the GDPR or other data protection law, it informs the Customer without delay and may suspend the processing concerned.

Article 4 — Confidentiality

4.1 Civinc ensures that every person authorised to process the personal data is bound by an obligation of confidentiality, whether contractual or statutory, that survives the end of their engagement.

4.2 Access to systems holding participant data is restricted to named personnel who need it, and is revoked on departure.

4.3 No Civinc personnel have access to the content of chat conversations.

Article 5 — Security

5.1 Civinc implements appropriate technical and organisational measures under Article 32 GDPR, including pseudonymisation, encryption in transit and at rest, access control, logging, and regular testing. These measures are described in the Civinc Security Policy, which forms part of this Agreement.

5.2 Civinc may update these measures, provided the overall level of security is not reduced.

Article 6 — Sub-processors

6.1 The Customer gives Civinc general written authorisation to engage the sub-processors listed below.

Sub-processor	Contracting entity	Processing	Storage location and Chapter V safeguard
Mistral AI	Mistral AI SAS — Paris, France	AI analysis of conversation fragments, where enabled by the Customer.	Stored and processed in the European Union, on Mistral's EU endpoint. No transfer outside the EU.
Google Cloud Platform	Google Cloud EMEA Ltd — Ireland	Hosting, storage and database services.	Stored in an EU region. Affiliates outside the EEA, including Google LLC (US), may access data remotely for support and maintenance. EU-U.S. Data Privacy Framework, with Standard Contractual Clauses as fallback.
Google Firebase	Google Cloud EMEA Ltd — Ireland	Establishing the connection between the participant's device and the platform.	Stored in an EU region. Same remote-access position and safeguards as above.

6.2 Civinc imposes on each sub-processor, by written contract, data protection obligations no less protective than those in this Agreement, and remains fully liable to the Customer for their performance.

6.3 Civinc informs the Customer at least thirty (30) days before adding or replacing a sub-processor. The Customer may object on reasonable grounds relating to data protection within that period. If the Parties cannot agree a solution, the Customer may terminate the affected services without penalty.

Article 7 — International transfers

7.1 Personal data processed under this Agreement is stored on servers within the European Economic Area.

7.2 The Parties acknowledge that, under EDPB Guidelines 05/2021, making personal data available to an entity in a third country constitutes a transfer under Chapter V GDPR, including where the data remains stored in the EEA and is accessed remotely. The hosting sub-processors named in Article 6 belong to a group with entities outside the EEA whose personnel may access the data for support and maintenance. Civinc's AI sub-processor processes exclusively within the European Union and no such access occurs.

7.3 For each such transfer Civinc relies on a valid mechanism under Chapter V, as stated in the table in Article 6: an adequacy decision where one applies, and otherwise the European Commission's Standard Contractual Clauses together with supplementary measures. Where Civinc relies on an adequacy decision, it also has Standard Contractual Clauses in place as a fallback, so that the transfer remains lawful if the adequacy decision is suspended or annulled.

7.4 Civinc will not introduce a new transfer outside the EEA without notifying the Customer in advance in accordance with Article 6.3.

Article 8 — Data subject rights

8.1 Taking into account the nature of the processing, Civinc assists the Customer with appropriate technical and organisational measures in fulfilling its obligation to respond to requests from data subjects.

8.2 Because Civinc holds no key linking session data to an identified person, it will in most cases be unable to locate the data of an individual data subject. Article 11 GDPR applies. Civinc will explain this to the Customer on request and assist with any alternative route available.

8.3 If a data subject contacts Civinc directly, Civinc will not respond substantively but will forward the request to the Customer without undue delay.

Article 9 — Personal data breaches

9.1 Civinc notifies the Customer without undue delay, and in any event within forty-eight (48) hours, after becoming aware of a personal data breach affecting personal data processed under this Agreement.

9.2 The notification describes, to the extent known: the nature of the breach, the categories and approximate number of data subjects and records concerned, the likely consequences, the measures taken or proposed, and a point of contact. Where the information is not all available at once, Civinc provides it in phases without further undue delay.

9.3 Civinc does not notify a supervisory authority or data subjects on the Customer's behalf unless instructed to do so in writing.

9.4 Security incidents may be reported to Civinc at hello@civinc.co at any time.

Article 10 — Assistance

10.1 Taking into account the nature of the processing and the information available to it, Civinc assists the Customer in complying with its obligations under Articles 32 to 36 GDPR, including data protection impact assessments and prior consultation with a supervisory authority.

10.2 Civinc makes available a standard information pack to support a data protection impact assessment. Assistance beyond that, if substantial, may be charged at reasonable cost, agreed in advance.

Article 11 — Audits and information

11.1 On written request, Civinc makes available to the Customer the information necessary to demonstrate compliance with Article 28 GDPR, including its Security Policy and sub-processor list.

11.2 Where that information is not sufficient, the Customer may conduct or mandate an audit once per calendar year, on thirty (30) days' written notice, during business hours, subject to confidentiality, and without unreasonably disrupting Civinc's operations. The Customer bears the cost, unless the audit reveals a material failure by Civinc.

11.3 A supervisory authority may audit at any time, without the limitations in Article 11.2.

Article 12 — Retention, return and deletion

12.1 Civinc applies the following retention periods, unless the Customer instructs otherwise in writing:

- conversation content: permanently deleted within 72 hours of the end of the session. The sub-processor named in Article 6 deletes its copy within 30 days;
- responses to statements and questions, and session metadata: for the term of the agreement, and no longer than three years;
- administrator account data: for the term of the agreement.

12.2 On termination of the agreement, Civinc deletes or returns all personal data processed on the Customer's behalf, at the Customer's choice, within thirty (30) days, and deletes existing copies unless Union or Member State law requires storage.

12.3 The Customer may at any time instruct Civinc to delete the data of a specific session. Civinc executes such an instruction within thirty (30) days and confirms in writing.

12.4 Data that has been aggregated so that no individual can be identified is not personal data and falls outside Articles 12.2 and 12.3.

Article 13 — Duration, liability and final provisions

13.1 This Agreement takes effect when the Customer first uses the service and remains in force for as long as Civinc processes personal data on the Customer's behalf.

13.2 Liability under this Agreement is governed by any limitation of liability agreed between the Parties in the underlying commercial agreement, and otherwise by Dutch law. Nothing in this Agreement limits liability where the GDPR does not permit it.

13.3 Civinc may amend this Agreement, for example to reflect a change in sub-processors or in the law. Civinc informs Customers of material amendments at least thirty (30) days in advance. If the Customer objects on reasonable data protection grounds and the Parties cannot agree a solution, the Customer may terminate without penalty.

13.4 Where this Agreement conflicts with any other agreement between the Parties on the subject of data protection, the more specific and more recently agreed document prevails. A separately concluded data processing agreement always prevails over this one.

13.5 This Agreement is governed by Dutch law. Disputes are submitted to the competent court in Amsterdam.

Questions about this Agreement: hello@civinc.co