

Bitnimbus

Data Processing Agreement

Last Updated: October 19, 2024

Background

This Data Processing Agreement (“DPA”) is associated with Terms of Service which can be found at bitnimbus.io and in combination the Terms of Service and this DPA form the agreement between the User (Customer) and Bitnimbus. This DPA sets out the terms and conditions for the processing of Personal Data by Bitnimbus.

2. Definitions

“Customer” or “User”: Party that is utilizing the services provided by Bitnimbus.

“GDPR”: General Data Protection Regulation (EU) 2016/679.

“Data Protection Regulation”: applicable laws relating to data protection, including the GDPR and any amendments to or replacements for such laws and regulations.

“Sub-Processor”: Bitnimbus and any affiliates and third parties; i) providing the cloud compute services for Bitnimbus but selected by the Customer and/or ii) any back office services.

“Personal Data”: Data associated with the Customers account at Bitnimbus.

“End User Data”: Data input or stored by the Customer and the Customer acts as the Data Controller.

“Data Breach”: a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data and/or End User transmitted, stored or otherwise processed.

4. Scope and Roles

The Customer loads End User Data into the cloud platform provided by Bitnimbus and therefore the parties agree Customer is the Data Controller. Bitnimbus is a Data Processor processing Personal Data on behalf of the Customer for the purpose of providing the Services.

5. Personal Data and End User Data

Personal Data is data provided by the Customer in order to create an account. Examples would include Email, phone and credit card data. End User Data in this context refers to storage, maintenance and other processing activities initiated by the Customer, depending on which Cloud Services the Customer has chosen to order.

6. General obligations

Bitnimbus shall, at the Customer's written request and the Customer's expense, assist the Customer by providing information, or creating such information, as the Customer may reasonably require and which the Customer does not have, in complying with the requests of the Data Subjects or Supervisory Authority or any other law enforcement or regulatory authority.

Bitnimbus shall inform the Customer, if it receives a request from a Data Subject seeking to exercise their rights under the Data Protection Regulation.

7. Data security

Bitnimbus shall implement and maintain appropriate security of the Personal Data and End User Data from unauthorized access, accidental loss, damage, alteration, or disclosure

In the event of a Personal Data Breach, Bitnimbus shall notify the Customer after becoming aware of the Personal Data Breach and take reasonable steps to mitigate any damage resulting from the breach. Bitnimbus shall provide notice that includes the nature of the breach, consequences from breach (i.e. card fraud) measures that can be taken and a contact point at Bitnimbus.

8. Sub Processors

Bitnimbus uses Sub-Processors for the purposes of providing the Cloud Services. Bitnimbus allows you to select your Cloud Service provider on the Website. The Customer consents for Bitnimbus to use the Cloud Service provider they have selected on the website.

9. Transfers of personal data

The Customer may choose where the Cloud Services will be hosted. If the Customer has selected a Sub-Processor to provide the hosting within the European Economic Area ("EEA"), Bitnimbus shall store the End User Data within the EEA. Personal Data used in supporting the account and paying for services may be stored in the EEA or USA.

10. Confidentiality

Bitnimbus will not access or use, have visibility or disclose to any third party, any data that the Customer has input into the Cloud Services. If a Government or regulatory body seeks data, Bitnimbus will ask the body to make the request to the Customer unless otherwise compelled by that body.

11. Term of Agreement

This DPA is effective under the Term of Services Agreement and will continue in force until the termination of the Terms of Services Agreement.

Appendix I: Details of Data

The Customer has full control of what personal data will be processed by uploading such personal data into the Cloud Platform Services. Bitnimbus has no visibility to personal data provided and uploaded by the Customer. Bitnimbus does collect information when registering and may obtain information from partners for marketing purposes. This data includes:

Data Subjects

- Prospects, customers, of the Customer (who are natural persons)
- Employees or contact persons of the Customer's prospects, customers, business partners and vendors
- Employees, agents, advisors, and freelancers of the Customer (who are natural persons)
- Individuals authorized by the Customer under the Agreement

Categories of personal data

- Full name
- Email address, address of person paying for services
- Phone number

Special categories of personal data - No special categories of Personal Data are processed.

Subject matter of the processing - Hosting, storing and maintenance for the data Customer has input to the Cloud Services.