

Data Processing Agreement

Last updated: December 2024

This Data Processing Agreement ("DPA") is incorporated into and forms part of the Terms of Service and any other agreement (collectively, the "Agreement") between ContentMania and the Customer ("You"). This DPA governs the processing of personal data ("Personal Data") by ContentMania on behalf of the Customer as part of providing its services.

1. Definitions

- Controller: The entity that determines the purposes and means of the processing of Personal Data.
- Processor: The entity that processes Personal Data on behalf of the Controller.
- Personal Data: Any information relating to an identified or identifiable natural person.
- Processing: Any operation performed on Personal Data, including collection, storage, use, and deletion.
- Sub-Processor: Any third party engaged by the Processor to process Personal Data.

2. Purpose and Scope

2.1 Roles of the Parties: The Customer acts as the Controller, and ContentMania acts as the Processor. ContentMania processes Personal Data solely to provide the services as described in the Agreement or as instructed by the Controller.

2.2 Compliance with Laws: The Controller is responsible for ensuring that its instructions to the Processor comply with applicable data protection laws.

2.3 Duration of Processing: Processing activities will continue for the duration specified in the Agreement, unless terminated earlier.

3. Obligations of the Processor

3.1 Processing Instructions: ContentMania will process Personal Data only in accordance with documented instructions from the Controller.

3.2 Data Security: ContentMania will implement appropriate technical and organizational measures to ensure the confidentiality, integrity, and availability of Personal Data.

3.3 Deletion or Return of Data: Upon termination of the Agreement or at the Controller's request, ContentMania will securely delete or return all Personal Data unless retention is required by law.

3.4 Assistance to the Controller: ContentMania will provide reasonable assistance to the Controller in fulfilling its obligations under applicable data protection laws, including responding to data subject requests and conducting data protection impact assessments.

4. Obligations of the Controller

4.1 Legal Basis for Processing: The Controller must ensure that it has a valid legal basis for collecting and sharing Personal Data with the Processor.

4.2 Accuracy of Data: The Controller is responsible for ensuring that Personal Data provided to the Processor is accurate and up-to-date.

4.3 Compliance with Laws: The Controller must comply with all applicable data protection laws and provide required notices to data subjects.

5. Sub-Processors

5.1 Consent: ContentMania may engage Sub-Processors to process Personal Data. A list of approved Sub-Processors will be provided upon request.

5.2 Objections: The Controller may object to the use of a new Sub-Processor within 14 days of notification.

5.3 Liability: ContentMania remains liable for the actions of its Sub-Processors and ensures they comply with the terms of this DPA.

6. International Data Transfers

6.1 Transfer Mechanisms: ContentMania will ensure that any international transfer of Personal Data complies with applicable data protection laws, including the use of Standard Contractual Clauses where required.

6.2 Adequacy Decisions: Where Personal Data is transferred to a jurisdiction without an adequacy decision, ContentMania will implement additional safeguards.

7. Data Subject Rights

7.1 Requests: ContentMania will notify the Controller of any data subject requests related to the Personal Data it processes.

7.2 Assistance: ContentMania will assist the Controller in responding to such requests within legally required timeframes.

8. Security Breach Notification

8.1 Notification: ContentMania will notify the Controller without undue delay upon discovering a breach affecting Personal Data.

8.2 Details of Breach: The notification will include information about the nature of the breach, affected data, and steps taken to mitigate risks.

9. Liability

ContentMania's liability arising out of or related to this DPA is subject to the limitations set forth in the Agreement.

10. Miscellaneous

10.1 Amendments: This DPA may be updated from time to time. Changes will take effect upon renewal of the Agreement.

10.2 Governing Law: This DPA is governed by the laws applicable to the Agreement.

10.3 Entire Agreement: This DPA constitutes the entire agreement regarding the processing of Personal Data between the parties.

Annex 1: Details of Processing

1. Categories of Data Subjects

- Users of the services, including:
 - Employees of the Controller
 - Customers or clients of the Controller
 - Partners, contractors, or other relevant third parties

2. Categories of Personal Data Processed

- Personal identifiers such as name, email address, phone number, and IP address
- Account information, including usernames, passwords, and login activity
- Professional details, such as job title, company name, or department
- Communication data, including emails, messages, or other correspondence shared via the platform
- Any additional data provided by the Controller in the course of using the services

3. Nature of the Processing

- Collection, storage, and organization of Personal Data for account setup and management
- Use of Personal Data to deliver, monitor, and improve services provided by ContentMania
- Analysis of user behavior and usage patterns to optimize platform functionality and support services
- Secure data retention and deletion procedures as directed by the Controller

4. Purpose(s) for which the Personal Data is Processed on behalf of the Controller

- To provide, support, and enhance the services offered by ContentMania
- To process user requests, including technical support and issue resolution
- To ensure compliance with legal and regulatory obligations
- To fulfill any other purposes explicitly documented and agreed upon by the Controller

5. Duration of Processing

- The duration of processing corresponds to the term of the Agreement, including any extensions, unless retention is required by applicable laws.