EVENTPICS

Data Processing Agreement (DPA)

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

Version	1.3
Effective	October 2026
Available at	https://event.pics/en/dpa.html

This English version is provided for convenience. In case of discrepancies, the German version (Auftragsverarbeitungsvertrag) prevails.

1. Contracting Parties

1.1 Processor

Company	**Aigner Software e. U.**
Owner	Matthias Manuel Aigner
Address	Hauptplatz 23, 4190 Bad Leonfelden, Austria
Company register	FN 680197s, Regional Court of Linz
VAT ID	ATU76898305
Email	support@event.pics
Platform	EventPics (https://event.pics, web app and apps for iOS and Android)

(hereinafter the “Processor”)

1.2 Controller

Any natural or legal person who creates or manages an event on the EventPics platform, or purchases a plan for it, and thereby has personal data processed (e.g. companies, event organisers, photographers or private individuals). Where an event has several administrators, the Controller is the user who created the event or the organisation on whose behalf that user acts.

(hereinafter the “Controller”)

2. Conclusion and Relationship to the Terms of Service

(1) This agreement forms part of the EventPics Terms of Service. It is concluded electronically between the Processor and the Controller as soon as the Controller accepts the Terms of Service. Acceptance takes place when signing in (registering) in the EventPics app or web app: before signing in, EventPics informs the user, with a link to the Terms of Service, that signing in constitutes acceptance of the Terms of Service. Electronic form is sufficient under Art. 28(9) GDPR. A separate signature is not required.

(2) Controllers who would like a signed copy for their records may complete and sign the section “Signature by the Controller” at the end of this document. It does not need to be returned to the Processor. Signing does not change the content of this agreement.

(3) Individual deviations from this agreement are only effective if the Processor expressly agrees to them in text form.

(4) In the event of conflict between this agreement and the Terms of Service, this agreement prevails in matters of data protection.

3. Subject Matter and Duration of Processing

(1) The subject matter of this agreement is the processing of personal data by the Processor on behalf of the Controller in the context of using the EventPics platform.

(2) Processing lasts for as long as the Controller maintains events on the platform, including the retention and deletion periods under Section 13. This agreement ends automatically when no personal data of the Controller is processed on its behalf any longer.

4. Nature and Purpose of Processing

Processing serves exclusively to provide the platform functions used by the Controller. It includes in particular:

- Uploading, storing, displaying and downloading photos and videos
- Generating thumbnails and converting media formats
- Sharing content via event links, QR codes, live slideshow and embedded photo widgets
- Creating downloads (e.g. ZIP archives) and, where requested by the Controller, highlight videos
- Taking photos into the photo book of a person allowed to download them (a copy as with a download) and creating the print file at that person's request
- Approval and moderation of uploads by administrators and detection of duplicate uploads
- Authentication of event creators and administrators; guests use the platform without a user account
- Sending system emails and push notifications (e.g. event expiry, deletion)
- Error analysis, abuse prevention and ensuring the stability of the platform

The Processor does not use the content for its own purposes, in particular not for advertising, profiling or training AI models.

5. Categories of Personal Data

- Photos and videos depicting people
- Media metadata (e.g. upload time, capture date, file format, file size, event and album assignment)
- Master data of event creators and administrators (email address, display name)
- Technical data (IP address, device and browser information, pseudonymous user and device IDs)

Processing special categories of personal data under Art. 9 GDPR is not the purpose of the platform. Such data may, however, result from uploaded photos or videos. The Controller is responsible for this under Section 7.

6. Categories of Data Subjects

- Guests and participants of events
- People depicted in uploaded photos or videos
- Event creators and administrators
- Employees, customers and business partners of the Controller
- Minors, where they take part in events

7. Rights and Obligations of the Controller

(1) The Controller is responsible for the lawfulness of the processing, in particular for having a legal basis, obtaining any required consents, fulfilling information obligations towards guests and depicted persons and, where applicable, complying with youth protection rules.

(2) The Controller chooses the settings of its events (e.g. visibility, upload and download permissions, approval of uploads) on its own responsibility and decides to whom it makes event links and QR codes available.

(3) The Controller responds to requests from data subjects under Art. 15 to 22 GDPR. If such a request reaches the Processor, the Processor forwards it to the Controller without undue delay, provided the Controller can be identified.

(4) The Controller informs the Processor without undue delay if it notices errors or irregularities in the processing.

8. Instructions

(1) The Processor processes personal data only on documented instructions from the Controller, including with regard to transfers to third countries, unless required to do so by Union or Member State law. In that case, the Processor informs the Controller of that legal requirement before processing, unless that law prohibits such information.

(2) The Controller's instructions are conclusively documented in this agreement, the Terms of Service and the functions and settings the Controller selects on the platform. Uploading, approving, sharing or deleting content via the platform constitutes an instruction.

(3) The Controller gives any further instructions in text form to support@event.pics. The Processor implements them insofar as they are technically feasible within the standard service offered. If not, the Processor informs the Controller.

(4) If the Processor considers that an instruction infringes the GDPR or other data protection provisions, it informs the Controller without undue delay. The Processor may suspend the execution of the instruction until it is confirmed or changed by the Controller.

9. Obligations of the Processor

(1) The Processor processes personal data exclusively within the scope of this agreement and the Controller's instructions.

(2) The Processor ensures that all persons authorised to process the data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(3) The Processor takes the technical and organisational measures under Art. 32 GDPR described in Annex 1.

(4) Taking into account the nature of the processing, the Processor assists the Controller by appropriate technical and organisational measures, insofar as this is possible, in responding to requests from data subjects. In particular, the platform enables the Controller to view, download and delete content itself.

(5) Taking into account the information available to it, the Processor assists the Controller in ensuring compliance with the obligations under Art. 32 to 36 GDPR (security of processing, notification of personal data breaches, data protection impact assessment, prior consultation).

(6) The Processor notifies the Controller of personal data breaches without undue delay after becoming aware of them. As far as known, the notification describes the nature of the breach, the categories and approximate number of data subjects and records concerned, the likely consequences and the measures taken or proposed. The notification is sent to the email address of the user account that created the affected event.

(7) The Processor maintains a record of processing activities under Art. 30(2) GDPR.

(8) The Processor is not legally required to appoint a data protection officer and has not appointed one. The contact for data protection matters is Matthias Manuel Aigner, reachable at support@event.pics.

10. Sub-processors

(1) The Controller grants the Processor general authorisation to engage other processors (sub-processors). The sub-processors engaged at the time of conclusion are listed in Annex 2 and are deemed approved.

(2) The Processor gives notice of any intended changes (addition or replacement of sub-processors) at least 14 days in advance by updating the list at https://event.pics/en/dpa.html. Controllers who wish to be informed by email as well may request this informally at support@event.pics.

(3) The Controller may object to a change in text form within 14 days of the notice on important data protection grounds. If the parties cannot reach agreement, the Controller may terminate its paid plan for cause and delete its events.

(4) The Processor imposes on each sub-processor by contract essentially the same data protection obligations as set out in this agreement. For the providers listed in Annex 2, this is done through their standard data processing terms.

(5) Service providers acting as independent controllers are not sub-processors within the meaning of this section, in particular payment providers and app stores (Paddle, Apple App Store, Google Play) and the print service Peecho B.V. for photo book orders, nor are services that the Controller itself connects to its event (e.g. its own Google Drive for backup).

11. Location of Processing and Third-Country Transfers

(1) The database containing event, account and metadata is operated in the Google Cloud Europe multi-region (eur3); server-side functions run in the europe-west3 region (Frankfurt am Main).

(2) The storage location of photos and videos is determined at upload based on the location of the uploading person. Uploads from the EU, the EEA and Switzerland are stored in storage with EU data jurisdiction, uploads from other countries in global storage. An event may therefore contain files in both storage locations.

(3) Content delivery and the generation of thumbnails and download archives take place via Cloudflare's globally distributed network. Some services of sub-processors (e.g. authentication, push notifications, crash reports) are operated globally.

(4) Transfers to third countries only take place under the conditions of Art. 44 et seq. GDPR, in particular on the basis of an adequacy decision (e.g. EU-US Data Privacy Framework) or the European Commission's Standard Contractual Clauses. The respective safeguard is stated in Annex 2.

(5) Event content can be accessed by anyone to whom the Controller makes the event link or QR code available, regardless of their location. Such access takes place at the Controller's initiative.

12. Demonstration of Compliance and Audits

(1) On request, the Processor makes available to the Controller all information necessary to demonstrate compliance with the obligations under Art. 28 GDPR. This includes in particular this agreement and its annexes, a written self-assessment by the Processor, and certifications and audit reports of the sub-processors (e.g. ISO/IEC 27001, SOC 2).

(2) If this information is demonstrably insufficient in an individual case, the Processor allows for audits, including inspections, by the Controller or an auditor mandated by the Controller who is bound to confidentiality. Inspections must be announced at least four weeks in advance, take place during normal business hours and must not disproportionately disrupt operations. The Processor may charge reasonable compensation for its effort.

(3) Audits by supervisory authorities remain unaffected.

13. Deletion and Return of Data

(1) The Controller can download (e.g. as a ZIP archive) and delete content and events itself at any time. The download function also serves as the return of the data.

(2) Events without a paid plan are deleted automatically after the end of the event phase, as described in the Terms of Service and at https://event.pics/en/pricing.html.

(3) Events with a paid plan remain available as long as the plan is active. After it ends, the events expire and are deleted after the restoration period stated on the platform. The Controller is informed in advance by email and can download its data until then.

(4) When an event or user account is deleted, the associated personal data is deleted unless there is a legal obligation to retain it. Residual data in logs and backups is overwritten as part of the regular rotation cycles.

14. Liability

(1) Liability towards data subjects is governed by Art. 82 GDPR. Between the parties, the liability provisions of the Terms of Service apply to the extent permitted by law.

(2) The Controller indemnifies the Processor against third-party claims insofar as they are based on unlawful use of the platform or an unlawful instruction by the Controller.

15. Changes to this Agreement

(1) The Processor may amend this agreement where necessary due to changes in the law, requirements of authorities, new platform functions or changes of sub-processors, provided that the level of protection for personal data is not reduced.

(2) Each version is given a version number. The current version and previous versions are available at https://event.pics/en/dpa.html. The Processor informs the Controller appropriately of material changes.

16. Final Provisions

(1) Amendments and additions to this agreement must be made in text form.

(2) Should any provision of this agreement be invalid, the validity of the remaining provisions remains unaffected. The invalid provision is replaced by a provision that meets the requirements of Art. 28 GDPR.

(3) Austrian law applies, excluding its conflict-of-law rules.

(4) The place of jurisdiction for business customers is Linz, Austria.

Annex 1: Technical and Organisational Measures (Art. 32 GDPR)

Confidentiality

- **Physical access control:** Processing takes place exclusively in data centres of the sub-processors (Annex 2), whose physical security is evidenced by ISO/IEC 27001 or SOC 2 certifications. The Processor does not operate any servers holding customer data on its own premises.
- **System access control:** Access to the infrastructure management consoles is restricted to the owner and protected by personal accounts with two-factor authentication. Platform API keys are managed in a secret manager.
- **Data access control:** Role and permission model per event (creator, administrators, guests); server-enforced security rules for the database; uploads only via server-issued, signed upload links with limited validity.
- **Separation control:** Logical tenant separation per event.
- **Data minimisation:** Guests use events without a user account and without providing a name or email address; no advertising or analytics trackers are used in the web app and the apps.

Integrity

- **Transfer control:** Encrypted transmission of all data (HTTPS/TLS); encryption of stored data at rest by the storage providers.
- **Input control:** Logging of security-relevant events and server-side function calls; uploads are assigned to their event and album; optional approval of uploads by administrators.

Availability and Resilience

- Operation on redundant, scalable cloud infrastructure with high availability
- Protection against overload and abuse attacks through Cloudflare's network
- Automatic error monitoring with immediate alerting of the owner
- Geo-redundant storage of the database in several European data centres (eur3 multi-region)

Regular Review

- Review of the measures upon material changes to the platform, at least annually
- Prompt installation of security updates for software and dependencies in use
- Privacy-friendly defaults (events are only reachable via link or QR code by default)

The Processor currently holds no ISO certification of its own and does not conduct regular external penetration tests. Individual backups of specific events are not guaranteed (see Terms of Service); the Controller can download content at any time or back it up to its own Google Drive.

Annex 2: Sub-processors

As of September 2026. Changes are announced in accordance with Section 10.

Sub-processor	Service	Data processed	Location	Safeguard for third-country transfers
Google Ireland Limited / Google Cloud EMEA Limited, Dublin, Ireland (parent company Google LLC, USA)	Firebase and Google Cloud: database (Firestore), server-side functions, authentication, hosting, push notifications, crash reports (Crashlytics)	Account, event and metadata, technical data, push tokens	Database: EU (eur3); functions: Frankfurt; authentication, hosting, push, Crashlytics: global	Google Cloud Data Processing Addendum, EU-US Data Privacy Framework, Standard Contractual Clauses
Cloudflare, Inc., San Francisco, USA	Object storage (R2) for photos and videos, generation of thumbnails and ZIP archives, content delivery (CDN), attack protection	Photos, videos and their metadata, IP addresses	Storage: EU data jurisdiction for uploads from EU/EEA/CH, otherwise global; processing: global network	Cloudflare Data Processing Addendum, EU-US Data Privacy Framework, Standard Contractual Clauses
Amazon Web Services EMEA SARL, Luxembourg	Sending system emails (Amazon SES)	Email addresses, content of system emails	Frankfurt (eu-central-1)	AWS Data Processing Addendum, Standard Contractual Clauses
Hetzner Online GmbH, Gunzenhausen, Germany	Servers for video compression, creating highlight videos and print files for photo books	Photos and videos of the events concerned	Nuremberg, Germany	Not required (EU)
Zoho Corporation B.V., Utrecht, Netherlands	Email mailbox for support requests (support@event.pics)	Content of support requests including attachments	EU (Zoho EU data centres)	Not required (EU)

The following are not sub-processors within the meaning of Section 10: Paddle (payment processing as merchant of record), Apple and Google as app store operators, Google and Apple as providers of sign-in with a Google or Apple account, and Peecho B.V., Amsterdam (sale, printing and shipping of ordered photo books). They act as independent controllers. The Google Drive backup transfers content to the Google Drive that the Controller connects itself.

Signature by the Controller (optional)

Under Section 2, this agreement is already concluded electronically upon acceptance of the Terms of Service. The following signature serves solely the Controller's records. It does not need to be returned.

Processor

Aigner Software e. U., represented by its owner Matthias Manuel Aigner. The Processor's consent is given by providing this agreement as part of the Terms of Service at https://event.pics/en/dpa.html.

Controller

Company / name _____

Address _____

Email address of the EventPics account _____

Name and position of signatory _____

Place, date _____

Signature _____