

HostNodeX

Data Processing Agreement (DPA)

Version 1.0 – Effective September 2025

1. Introduction & Purpose

1.1 This Data Processing Agreement (“DPA”) forms part of the agreement between HostNodex and its business customers (“Controller”) where personal data is processed using HostNodex Services.

1.2 The purpose of this DPA is to ensure compliance with the General Data Protection Regulation (GDPR) and Swedish data protection law.

1.3 By using HostNodex Services in a business capacity, you agree to the terms of this DPA.

2. Roles of the Parties

2.1 The Customer acts as the Data Controller.

2.2 HostNodex acts as the Data Processor.

2.3 HostNodex may engage Subprocessors in accordance with this DPA.

3. Subject Matter of Processing

3.1 The subject matter of processing is the provision of VPS hosting and related services by HostNodex.

3.2 Processing activities may include storage, transmission, and backup of Customer personal data.

4. Duration of Processing

4.1 This DPA remains in effect for the duration of the customer's subscription to HostNodex Services.

4.2 Upon termination, HostNodex will delete or return personal data as instructed by the Controller, unless retention is required by law.

5. Categories of Data & Data Subjects

5.1 Categories of personal data may include: names, email addresses, contact details, billing details, IP addresses, and customer support data.

5.2 Data subjects may include: customer employees, end-users, and individuals whose personal data is processed through customer systems.

6. Processor Obligations

6.1 HostNodex shall process personal data only on documented instructions from the Controller.

6.2 HostNodex shall ensure confidentiality of personnel authorized to process data.

6.3 HostNodex shall implement appropriate technical and organizational measures to protect personal data as required by GDPR Article 32.

6.4 HostNodex shall assist the Controller in fulfilling its obligations to respond to data subject requests under GDPR.

6.5 HostNodex shall assist the Controller in ensuring compliance with Articles 32–36 of GDPR regarding security, breach notifications, and data protection impact assessments.

7. Subprocessors

7.1 HostNodex may engage Subprocessors for processing activities.

7.2 Subprocessors include:

- Stripe (payment processing).
- Infrastructure providers (for VPS hosting).

7.3 HostNodex shall inform Controllers of new Subprocessors and provide an opportunity to object.

7.4 Subprocessors shall be bound by written agreements providing at least the same level of protection as this DPA.

8. International Transfers

8.1 HostNodex primarily processes personal data within the EU/EEA.

8.2 Transfers outside the EU/EEA will be subject to adequate safeguards, including Standard Contractual Clauses (SCCs).

9. Data Breach Notification

9.1 HostNodex shall notify the Controller without undue delay after becoming aware of a personal data breach.

9.2 The notification shall include sufficient information to enable the Controller to meet its obligations under GDPR Article 33.

10. Data Subject Rights

10.1 HostNodex shall assist the Controller in fulfilling data subject rights requests under GDPR Articles 15–22.

10.2 Requests received directly by HostNodex will be forwarded to the Controller without undue delay.

11. Audit & Compliance

11.1 HostNodex shall make available to the Controller all information necessary to demonstrate compliance with this DPA.

11.2 The Controller may conduct audits, including inspections, subject to reasonable notice and confidentiality obligations.

11.3 HostNodex may satisfy audit obligations by providing third-party certifications or audit reports.

12. Liability

12.1 Each party shall be liable for damages caused by its breach of GDPR obligations.

12.2 HostNodex's liability is subject to the limitations set out in the Terms of Service.

13. Governing Law & Jurisdiction

13.1 This DPA is governed by Swedish law.

13.2 Disputes shall be resolved in Malmö District Court, unless mandatory EU consumer law provides otherwise.

14. Contact Information

HostNodex

Malmö, Sweden

Email: support@hostnodex.com

Website: <https://hostnodex.com>