

Register of Data Processing Activities

AliciaLabs

Definitions

The terms below have the meaning given to them in the General Data Protection Regulation ("GDPR").

Data Subject: an identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, or by one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored, or otherwise processed.

Personal Data: any information relating to an identified or identifiable natural person (hereinafter: the Data Subject).

Processor: AliciaLabs, who processes the Personal Data on behalf of the Controller based on the Agreement.

Processing or Processing Activities: any operation or set of operations that is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

Controller: the Counterparty who determines the purposes and means of the processing, as well as the manner in which the Personal Data is processed, based on its written instruction and under its responsibility.

Agreement: the agreement between AliciaLabs and the Counterparty.

Counterparty: the party that has entered into an Agreement with AliciaLabs.

Services: the provision of a paid or free account for developing, managing, making available, or sharing AI conversation trainings, practice cases, and other learning interactions via the AliciaLabs platform, as well as any application submitted by the Counterparty via the AliciaLabs Website.

Article 1 – General

1. This Data Processing Agreement applies to all Agreements concluded between AliciaLabs and the Counterparty (together "Parties") that relate to the Services offered by AliciaLabs where Personal Data of the Counterparty is processed.
2. This Data Processing Agreement forms an integral part of the General Terms and Conditions of AliciaLabs. By using the Services of AliciaLabs, the General Terms and Conditions apply, and the Counterparty explicitly agrees to the General Terms and Conditions, including this Data Processing Agreement, which is an inseparable part thereof.
3. The purpose of this Data Processing Agreement is to reach an agreement on the protection of personal data processed in the context of using AliciaLabs' services. This Data Processing Agreement qualifies as the written agreement between the Parties as referred to in Article 28 of the General Data Protection Regulation (GDPR, EU 2016/679).

Article 2 – Data Protection and Processing of Personal Data

1. AliciaLabs is entitled to process Personal Data for the execution of the Agreement and according to explicit written instruction, under the responsibility of the Counterparty.

Register of Data Processing Activities

AliciaLabs

2. The Counterparty has the right and the obligation to further define the purpose and methods of the Personal Data Processing. The subject, nature, and purpose of the Processing are further specified in the Agreement.
3. AliciaLabs shall follow all reasonable written instructions of the Counterparty regarding the processing of Personal Data. If AliciaLabs believes that an instruction from the Counterparty is in violation of applicable data protection laws and regulations, it shall immediately inform the Counterparty thereof. In such a case, AliciaLabs is entitled to suspend the execution of that instruction.
4. When processing Personal Data, AliciaLabs shall act in accordance with this Data Processing Agreement, the GDPR, and other relevant laws and regulations. The personal data processed by AliciaLabs may relate to, among others, employees, customers, training participants, or other natural persons who are in a relationship with the Counterparty.
5. The Personal Data to be processed by AliciaLabs, obtained in any way, are and shall remain the property of the Counterparty at all times. AliciaLabs has no independent control over this data and is not entitled to process it for its own purposes.
6. AliciaLabs shall treat the Personal Data as strictly confidential and shall not provide it to third parties, unless this is necessary or permitted on the basis of the Agreement, provided with prior written consent from the Counterparty, or if AliciaLabs is obligated to do so based on a legal provision or an order from a competent supervisory authority.
7. The Counterparty guarantees that its Processing of Personal Data takes place in accordance with the GDPR, and that the content, use, and assignment for Processing under the Agreement are lawful.
8. The legal basis for the Processing under the Agreement is to be recorded by the Counterparty in its own processing register.
9. The Counterparty is solely responsible for obtaining any necessary consent from data subjects for the Processing of their personal data. In addition, the Counterparty is responsible for drafting and maintaining an up-to-date privacy policy, informing data subjects, and making notifications to the Dutch Data Protection Authority if required.
10. AliciaLabs reserves the right to collect anonymous and statistical data about the use of the Services under the Agreement, provided that this data cannot be traced back to individual data subjects or the Counterparty, and to use this data for analysis and development purposes to improve its Services.

Article 3 – Deletion or Return of Personal Data

1. After the expiration of the Agreement and based on the provisions in AliciaLabs' processing register, AliciaLabs shall delete or, at reasonable cost, return all Personal Data of the Counterparty, and delete all duplicates thereof, all in accordance with the specific instructions of the Counterparty, unless applicable law or regulations require certain data to be retained for a longer period.
2. The obligations mentioned in this article also apply to sub-processors engaged by AliciaLabs for the execution of the Agreement. AliciaLabs guarantees that these sub-processors comply with the same obligations regarding the deletion or return of Personal Data.

Article 4 – Sub-processors

Register of Data Processing Activities

AliciaLabs

1. AliciaLabs has the right to engage sub-processors for the processing of the Counterparty's Personal Data in the context of the execution of the Agreement.
2. AliciaLabs remains liable for attributable shortcomings of its sub-processors as if they were its own actions. AliciaLabs shall enter into a written agreement with each sub-processor that includes at least the same obligations as those to which AliciaLabs itself is bound under this Data Processing Agreement and the applicable privacy laws, including the GDPR. AliciaLabs shall also supervise the compliance of these obligations by its sub-processors.
3. Upon request, AliciaLabs shall inform the Counterparty in advance about the sub-processors it intends to engage in the processing of personal data in the context of the Agreement. The Counterparty has the right to object to the use of a proposed sub-processor on reasonable grounds.

Article 5 – Cooperation

1. AliciaLabs shall, taking into account the nature of the Processing and the type and amount of Personal Data to be processed, provide the Counterparty with as much cooperation as possible and follow its reasonable instructions, with the aim of enabling the Counterparty to comply with its legal obligations. These obligations may include data security, reporting data breaches, conducting Privacy Impact Assessments (PIAs), and obligations regarding prior consultation with supervisory authorities.
2. AliciaLabs is obliged to assist the Counterparty insofar as applicable laws and regulations require this with regard to the processing of Personal Data.
3. Unless otherwise agreed, AliciaLabs is entitled to charge the costs of this cooperation in accordance with the then-current price list of AliciaLabs.
4. All requests from Data Subjects that AliciaLabs receives with regard to the exercise of their rights under the GDPR – such as the right of access, rectification, erasure, restriction of processing, data portability, or objection – shall be forwarded to the Counterparty without delay. It is the Counterparty's responsibility to handle these requests in a timely and lawful manner.
5. At the Counterparty's request, AliciaLabs will, where possible, provide support with appropriate technical and organizational measures for the execution of such requests.
6. AliciaLabs shall immediately forward all requests from supervisory authorities, including the Dutch Data Protection Authority, that relate to the Processing under this Agreement, to the Counterparty for further handling.
7. Unless otherwise agreed in writing, AliciaLabs is not authorized to represent the Counterparty or act on its behalf in contacts with supervisory authorities.
8. AliciaLabs shall immediately inform the Counterparty of any request from a supervisory or judicial authority for access, provision, or other forms of access to Personal Data, unless applicable legislation prohibits this notification for compelling reasons of public interest.

Article 6 – Processing Location

1. AliciaLabs shall not process or have Personal Data processed by itself or by sub-processors in countries outside the European Economic Area (EEA), unless it has obtained prior written consent from the Counterparty.

Register of Data Processing Activities

AliciaLabs

Article 7 – Audits

1. The Counterparty or an auditor authorized by the Counterparty (provided that this is not a direct competitor of AliciaLabs) has the right to monitor compliance with the technical and organizational measures taken by AliciaLabs that are related to the services under the Agreement, as set out in this Data Processing Agreement.
2. If the Counterparty requests this, AliciaLabs will provide an opportunity for an audit no more than once per calendar year on a date and time to be determined in mutual consultation. The Counterparty must submit this request no later than fourteen (14) days before the desired inspection date. The audit must be performed by a certified auditor or a third party authorized for this purpose.
3. The audit shall be conducted in such a way that the daily business operations of AliciaLabs and/or its sub-processors are not unnecessarily hindered and the performance of obligations towards third parties is not jeopardized. Representatives of the Counterparty and the auditor must sign a confidentiality agreement submitted by AliciaLabs prior to the audit.
4. The external costs associated with the audit are for the account of the Counterparty. Both Parties bear their own internal costs arising from the audit.

Article 8 – Data Security and Confidentiality

1. AliciaLabs shall take, maintain, and—if necessary—adjust appropriate technical and organizational security measures to protect the Personal Data against destruction, loss, alteration, unauthorized dissemination or access, or any other form of unlawful processing.
2. These measures shall be adjusted in such a way that, taking into account the nature, scope, context, and purpose of the processing, and in proportion to the risks associated with the processing and the sensitivity of the relevant Personal Data, an appropriate level of security is guaranteed. This shall also take into account the state of the art and the costs of implementation, as required under Article 32 GDPR.
3. The Counterparty is obliged to inform AliciaLabs in a timely manner of all relevant circumstances regarding the nature of the Personal Data transferred in the context of the execution of the Agreement. This includes, among other things, risk assessments, the processing of special categories of data, and other factors that may (be able to) influence the necessary security measures.
4. AliciaLabs shall treat the Personal Data to be processed as strictly confidential and ensure that all employees, representatives, and sub-processors who have access to the Personal Data are informed of the confidential nature of this data. AliciaLabs guarantees that all involved persons and parties have signed a suitable confidentiality agreement and adhere to the applicable confidentiality obligations.

Article 9 – Informing About Data Breaches or Privacy Violations

1. If AliciaLabs becomes aware of a Personal Data breach (a so-called data breach), it shall inform the Counterparty thereof without undue delay, with the aim of notifying no later than 24 hours after discovery of the data breach.
2. AliciaLabs shall, as far as the available information allows, provide at least the following data:
 - a. the nature of the personal data breach;

Register of Data Processing Activities

AliciaLabs

- b. the categories of data (possibly) affected;
 - c. the number of data subjects potentially affected;
 - d. the likely consequences of the data breach;
 - e. the measures already taken and/or to be taken to limit or resolve the data breach.
3. AliciaLabs shall take all reasonably expected measures to remedy the breach as soon as possible and to limit any adverse consequences for data subjects and/or the Counterparty as much as possible.
4. AliciaLabs shall at all times cooperate with the Counterparty and follow the Counterparty's reasonable instructions, with the aim of enabling the Counterparty to comply with its legal obligations. These obligations may include reporting the data breach to the Dutch Data Protection Authority, informing data subjects, and implementing corrective measures.
5. Notifications arising from this article shall be addressed to the Counterparty's contact person responsible for data protection and privacy, whose contact details have been provided to AliciaLabs in writing during the term of the Agreement.

Article 10 – Other Provisions

1. The liability of AliciaLabs for any damage resulting from or related to an attributable shortcoming in the performance of obligations under this Data Processing Agreement, or from obligations that specifically arise for AliciaLabs as a Processor from the GDPR, is limited to direct damage and up to the maximum amount as stated in the Agreement. In the absence of such a provision, the liability amounts to a maximum of € 500.00 per event (where an event is an incident that directly leads to damage for the Counterparty or its data subjects, such as customers or participants).
2. Direct damage is exclusively understood to mean:
 - a. property damage;
 - b. reasonable and demonstrable costs to urge AliciaLabs to perform the Agreement or this Data Processing Agreement properly (again);
 - c. reasonable costs to determine the cause and extent of the damage, insofar as these relate to direct damage as referred to above;
 - d. reasonable and demonstrable costs incurred by the Counterparty to prevent or limit the direct damage.
3. The liability of AliciaLabs for indirect damage is explicitly excluded. Indirect damage is in any case understood to include, but is not limited to: consequential damage, lost profits, missed savings, reduced goodwill, damage due to business interruption, or loss, corruption, or destruction of data or data files.
4. Both Parties are obliged to bear only the part of a compensation or a fine imposed by a supervisory authority (such as the Dutch Data Protection Authority) that corresponds to their own share in the responsibility and liability, as confirmed in a final decision of the relevant supervisory authority or a competent judicial or arbitration body.
5. In all other cases, the liability of the Parties shall be determined in accordance with the provisions in the Agreement and the General Terms and Conditions of AliciaLabs.
6. AliciaLabs shall notify the Counterparty in writing of all changes that may affect its ability to comply with this Data Processing Agreement or the Counterparty's written instructions.

Register of Data Processing Activities

AliciaLabs



7. AliciaLabs reserves the right to amend this Data Processing Agreement, provided there is a justified reason. An amendment shall be communicated to the Counterparty in writing no later than two (2) weeks before its effective date.