

Data Processing Statement

Effective Date: August, 2025

For purposes of this document:

- **Data Controller:** Registered Users of Pigeon Post with registered details
- **Data Processor:** Pigeon Post with registered office at Arnhem, The Netherlands

1. Subject Matter and Duration

This Agreement governs the processing of personal data by the Data Processor on behalf of the Data Controller in connection with the messaging services provided. The Agreement remains in effect for the duration of the service engagement.

2. Nature and Purpose of Processing

The Data Processor shall process personal data solely for the purpose of enabling the creation, storage, and transmission of messages (including text, audio, and video) via the messaging platform, as instructed by the Data Controller.

3. Categories of Data Subjects and Data

- **Data Subjects:** End users, message recipients, and other individuals designated by the Data Controller.
- **Personal Data:** Names, contact details, message content, metadata, and technical identifiers.

4. Obligations of the Data Processor

The Data Processor shall:

- Process personal data only on documented instructions from the Data Controller
- Ensure confidentiality and restrict access to authorized personnel
- Implement appropriate technical and organizational measures to ensure data security
- Assist the Data Controller in fulfilling data subject rights under GDPR
- Notify the Data Controller of any personal data breach without undue delay
- Maintain records of processing activities
- Cooperate with supervisory authorities upon request

5. Sub-processors

The Data Processor may engage sub-processors with prior written authorization from the Data Controller. A list of approved sub-processors shall be maintained and

updated. The Data Processor shall ensure sub-processors are bound by equivalent data protection obligations.

6. Data Subject Rights

The Data Processor shall assist the Data Controller in responding to requests from data subjects, including access, rectification, erasure, restriction, portability, and objection.

7. Data Retention and Deletion

Upon termination of the Agreement, the Data Processor shall, at the choice of the Data Controller, delete or return all personal data and delete existing copies unless required by law to retain them.

8. Audit Rights

The Data Controller may audit the Data Processor's compliance with this Agreement, subject to reasonable notice and confidentiality obligations.

9. Liability

Each party shall be liable for its own breaches of this Agreement and applicable data protection laws.

10. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of The Netherlands. Any disputes shall be resolved in the courts of The Netherlands