

Data Processing Addendum

Last updated: 24.12.2025

This Data Processing Addendum (“**DPA**”) forms part of the Terms of Service (“**Agreement**”) between IPrio (“**Processor**”, “**we**”, “**us**”) and the User (“**Controller**”, “**you**”, “**your**”), collectively the “**Parties**”.

This DPA governs the processing of personal data under the **General Data Protection Regulation (EU) 2016/679 (“GDPR”)** and ensures appropriate protection, transparency, and compliance.

By using the IPrio Platform, you agree to this DPA.

1. Definitions

- “**Personal Data**”: Any information relating to an identified or identifiable natural person.
- “**Processing**”: Any operation performed on personal data (collection, storage, use, etc.).
- “**Controller**”: You, the User who determines the purpose and means of processing.
- “**Processor**”: IPrio, processing data on your behalf.
- “**Sub-Processor**”: Third parties engaged by IPrio to support the service.
- “**Applicable Law**”: GDPR and relevant data protection laws.

2. Subject Matter & Purpose

IPrio processes Personal Data to provide:

- Account creation and authentication
- File upload, hashing, timestamping, and secure storage
- Certificate generation and verification
- Token purchases and invoicing
- Platform communication and support

- Security, logging, analytics, and service operations

Personal Data is processed **solely for providing the Service** and never for advertising, resale, profiling, or unrelated purposes.

3. Categories of Data Processed

3.1. Provided by the Controller

- Name
- Email address
- Account credentials
- Uploaded digital files (for hashing + timestamping only)
- Support requests

3.2. Collected Automatically

- Device information
- IP address
- Browser/OS details
- Usage logs
- Cookies

3.3. Payment Data

Processed by **Lemon Squeezy** (Merchant of Record), not by IPrio. IPrio never stores or accesses credit card numbers.

4. Obligations of the Processor (IPrio)

We agree to:

4.1. Process Only Under Instructions

We process Personal Data **only**:

- under your documented instructions, and
- as required to deliver the IPrio Service.

4.2. Confidentiality

All personnel handling data are:

- bound by confidentiality obligations
- trained in data protection practices

4.3. Security Measures

We implement technical & organizational measures including:

- Encryption in transit & at rest
- Access control and audit logs
- Secure hashing
- Redundant backups
- Infrastructure hardening
- Continuous monitoring

Details appear in our **Security & Compliance** section.

4.4. No Access to File Content

Uploaded files are **never opened, viewed, analyzed, or processed** beyond:

- hashing
- timestamping
- verification

4.5. Sub-Processors

We use GDPR-compliant Sub-Processors including:

- Cloud hosting providers
- Trusted timestamp authorities (TSPs)
- Blockchain networks (hash only)
- Email and operational tools
- Lemon Squeezy (payments)

A full list is available upon request.

We remain fully responsible for Sub-Processors.

4.6. Data Breach Notification

If a Personal Data breach occurs, we will:

- notify you without undue delay
- provide known details
- support remediation

5. Obligations of the Controller (User)

You agree to:

- Ensure you have lawful basis for uploading files containing personal data
- Secure your account credentials
- Comply with GDPR obligations as a Controller
- Not upload illegal or prohibited content
- Provide accurate and lawful instructions

6. International Data Transfers

Your data may be processed or stored outside the EU/EEA.

IPrio ensures that all transfers comply with:

- GDPR Chapter V
- Standard Contractual Clauses (SCCs), where required
- Adequacy decisions
- Equivalent safeguards

7. Data Subject Rights

IPrio assists the Controller in fulfilling GDPR rights requests:

- Access
- Rectification

- Erasure (“Right to be forgotten”)
- Restriction
- Portability
- Objection
- Withdrawal of consent

Requests must be submitted via: support@iprio.io

8. Data Retention & Deletion

8.1. During the Subscription

We store Personal Data only as long as necessary to provide the Service.

8.2. Upon Account Closure

Upon request or account deletion:

- Personal Data is deleted
- Files are removed from storage
- Backups purge data within the standard cycle

Blockchain timestamps **cannot** be deleted (immutable).
Only the hash -not the file nor personal data -is stored on-chain.

9. Audit Rights

The Controller may request information to verify compliance.
IPrio will provide:

- security summaries
- compliance documentation
- answers to reasonable data protection inquiries

Formal audits require 30-day notice and may be subject to fees.

10. Sub-Processors

Current Sub-Processors include (but are not limited to):

- **Lemon Squeezy** – Payments
- **Cloud infrastructure providers** – File storage & servers
- **Email delivery services** – Notifications
- **Trusted Timestamp Providers (TSPs)**
- **Blockchain networks** – Hash anchoring (no personal data)

We will notify you of material changes to Sub-Processors.

11. Liability

Liability is governed by the main Terms of Service.

Nothing in this DPA increases either party's liability beyond what is stated in the Agreement.

12. Term & Termination

This DPA remains in effect while IPrio processes Personal Data on your behalf.

Upon termination:

- All processing ceases
- Data is deleted or anonymized per Section 8
- Blockchain entries remain immutable (hash only)

13. Governing Law

This DPA is governed by the laws of the **Republic of North Macedonia**, unless overriding customer protection laws apply.

14. Contact

For privacy or data processing inquiries:

IPrio – Data Protection Office

Email: support@iprio.io

Website: <https://iprio.io>