



DATA PROCESSING AGREEMENT – SAAS CLIENTS

Appointment of GSWEBLAB S.r.l. as Data Processor – Art. 28 GDPR

Document GDPR 07

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This document governs the processing of personal data carried out by GSWEBLAB S.r.l. on behalf of the Client in connection with the provision of the SaaS booking platform and related services.

1. Roles

The Client acts as Data Controller for the data uploaded to or processed through the platform. GSWEBLAB S.r.l. acts as Data Processor, limited to the activities performed on behalf of the Client.

2. Subject Matter and Duration

The processing concerns the provision of the SaaS platform, maintenance, technical support, application management, and security activities. The duration of the processing coincides with the contractual relationship, except where retention obligations are imposed by law or by documented instructions of the Client.

3. Categories of Data and Data Subjects

The processing concerns data relating to the following categories of data subjects: end customers making bookings and internal users of the Client authorized to access the platform.

The categories of processed data include:

- booking data and preferences related to the service;
- identification and contact data (name, surname, email, telephone number);
- credentials and technical access data (IP addresses, system logs);
- data relating to support requests and messaging activities;
- data related to integrations with payment systems or external providers, within the technical limits of the service.

4. Obligations of GSWEBLAB S.r.l.

GSWEBLAB S.r.l. undertakes to:

1. process personal data only upon documented instructions from the Client;
2. ensure the confidentiality of personnel authorized to process personal data;
3. implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk;



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4. assist the Client, where technically feasible and reasonably proportionate, in managing data subjects' rights;
 5. notify the Client of any personal data breach without undue delay and, in any case, within 48 hours from the reasonable awareness of the event;
 6. make available to the Client the information necessary to demonstrate compliance with the obligations set forth herein, allowing agreed audit and verification activities.

5. Sub-processors and Data Location

The Client authorizes GSWEBLAB S.r.l. to engage technical providers necessary for the provision of the service (e.g. hosting providers, cloud infrastructures, email delivery services, backup systems).

GSWEBLAB S.r.l. guarantees that the main cloud infrastructure and the servers hosting the booking platform are located in Italy (Milan).

Should ancillary services (e.g. email delivery or notification services) require the transfer of data outside the European Economic Area (EEA), GSWEBLAB S.r.l. guarantees that such transfers will take place in full compliance with Chapter V of the GDPR (e.g. through Adequacy Decisions or Standard Contractual Clauses).

The updated list of sub-processors is available upon request or on the dedicated webpage of our website. GSWEBLAB S.r.l. will communicate any significant changes regarding the addition or replacement of such providers, allowing the Client to object within 14 days for justified reasons relating to data protection.

6. End of the Relationship

Upon termination of the contractual relationship, GSWEBLAB S.r.l. shall, at the Client's choice, securely delete or return the data processed on behalf of the Client, unless retention of such data is required by applicable national or European laws.