



Operated by Hizakura B.V.

Data Processing Agreement

Pursuant to Article 28 of the General Data Protection Regulation (EU) 2016/679

Effective Date: Upon execution by both parties

1. Parties

Data Processor: Hizakura B.V. (trading as QDE), registered at Bargelaan 200, 2333 CW Leiden, The Netherlands. Email: sales@qde.com. Phone: +31 85 760 3978. Website: <https://qde.com>

Data Controller: The customer who has entered into a service agreement with QDE for the provision of VPS hosting services (hereinafter referred to as the "Controller").

2. Scope and Purpose

This Data Processing Agreement ("DPA") governs the processing of personal data by QDE on behalf of the Controller in connection with the provision of KVM VPS hosting services. This DPA supplements and forms part of the service agreement between the parties.

QDE shall process personal data solely for the purpose of providing, maintaining, and supporting the hosting services agreed upon with the Controller, and shall not process personal data for any other purpose unless instructed in writing by the Controller.

3. Categories of Data

3.1 Types of Personal Data Processed:

- Customer account data: name, email address, billing address, phone number
- Payment information: transaction records, billing details
- Service usage data: resource consumption metrics, service configuration

3.2 Data Subjects:

The data subjects include the Controller (customer) and any end users whose data may be stored or processed on the Controller's VPS instances. QDE does not access or monitor the content stored on customer VPS instances.

4. Data Location and Transfers

All personal data processed under this DPA is stored exclusively within the European Union, specifically in our data center located in Amsterdam, the Netherlands. QDE does not transfer personal data outside the EU/EEA. No cross-border data transfers to third countries take place.

5. Sub-Processors

QDE engages the following categories of sub-processors in the delivery of its services. The Controller hereby provides general authorization for the use of sub-processors, subject to QDE informing the Controller of any intended changes.

Sub-Processor Category	Purpose	Location
Data center operator	Physical infrastructure and connectivity	Amsterdam, NL
PayPal	Payment processing	EU
Stripe	Payment processing	EU
BTCPay Server	Cryptocurrency payment processing	Self-hosted (NL)
Cryptomus	Cryptocurrency payment processing	EU

6. Security Measures

QDE implements and maintains appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing, accidental loss, destruction, or damage. These measures include:

- **KVM Isolation:** Full hardware virtualization ensuring complete separation between customer environments
- **Daily Remote Backups:** Automatic daily backups stored at a remote location for disaster recovery
- **Network Security:** 24/7 network monitoring, DDoS protection, and firewall infrastructure
- **Access Control:** Strict access controls to physical and virtual infrastructure
- **Encrypted Communications:** TLS encryption for all management interfaces and API endpoints

7. Data Subject Rights

QDE shall assist the Controller in fulfilling its obligations to respond to data subject requests under Chapter III of the GDPR, including requests for access, rectification, erasure, data portability, and restriction of processing.

Controllers may request data export or deletion at any time by contacting QDE at sales@qde.com. QDE shall respond to such requests without undue delay and in any event within 30 days.

8. Data Breach Notification

In the event of a personal data breach, QDE shall notify the Controller without undue delay and no later than 72 hours after becoming aware of the breach, in accordance with Article 33 of the GDPR. The notification shall include:

- The nature of the personal data breach
- The categories and approximate number of data subjects and records concerned
- The likely consequences of the breach
- The measures taken or proposed to address the breach

9. Data Retention and Deletion

Personal data shall be retained for the duration of the service agreement. Upon termination of the agreement, QDE shall delete all personal data within 30 days, unless retention is required by applicable law (e.g., tax or accounting obligations).

The Controller may request deletion of specific data at any time during the term of the agreement. QDE shall comply with such requests without undue delay, subject to any legal retention obligations.

10. Audit Rights

The Controller may request documentation demonstrating QDE's compliance with this DPA and applicable data protection laws. QDE shall make available all information necessary to demonstrate compliance and shall allow for and contribute to audits and inspections conducted by the Controller or an auditor mandated by the Controller, subject to reasonable advance notice.

11. Confidentiality

QDE ensures that persons authorized to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. QDE shall not disclose personal data to any third party except as required by this DPA, the service agreement, or applicable law.

12. Governing Law

This DPA shall be governed by and construed in accordance with the laws of the Netherlands. Any disputes arising from or in connection with this DPA shall be submitted to the competent court in The Hague, the Netherlands.

13. Term and Termination

This DPA shall remain in effect for the duration of the service agreement between the parties. The obligations of QDE under this DPA shall survive termination of the service agreement to the extent necessary to fulfill its data protection obligations, including data deletion and breach notification duties.

Signatures

Data Processor (QDE / Hizakura B.V.)

Data Controller (Customer)

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____