

Data Processing Agreement

for the use of VOXR (DPA)

Designed for GDPR compliance – including personal data

Version: 2026 · Available at: voxr.com/avv

Important: If you use VOXR without storing structured personal data (standard voting/Q&A/brainstorm use case), you may not even need this agreement – VOXR does not collect IP addresses or create participant profiles by default.

This DPA is required when you intentionally collect personal data via VOXR features such as the Email Collector, the Infoguide, or named Q&A submissions.

This DPA is available at any time at: voxr.com/avv

1. General Provisions

(1) This Data Processing Agreement (DPA) governs the rights and obligations of the parties with respect to the processing of personal data of third parties. It applies from the moment the usage agreement is concluded until

- the end of the „Live Period“ of the VOXR event, i.e. no later than 10 days after the event, or
- the end of the usage agreement, whichever is later. Any renewal of the usage agreement automatically extends this DPA.

(2) The parties to this DPA are the parties to the usage agreement.

2. Roles

(1) For the purposes of this agreement, VOXR acts as the Processor, and the VOXR user acts as the Controller, as defined under the GDPR.

3. Subject Matter and Duration

(1) The parties enter into this agreement to facilitate information exchange and interaction between the VOXR customer and the audience of an event, webinar, survey or similar setting.

(2) The scope of personal data processing is limited to the following three scenarios:

- Storage and publication of event participants in the VOXR Event Guide.
- Collection and storage of email addresses of event participants exclusively via the VOXR Email Collector feature (also referred to as „Lead Generator“) during live events.
- Collection and optional publication of personal data for the purpose of attributing communication during live events, in particular for directing questions to specific persons or for following up on submitted questions.

(3) It is understood that technically, any personal data entered into the tool could affect individuals beyond the above scenarios, and that VOXR neither controls nor accepts responsibility for this.

(4) The Processor provides the following processing operations via algorithm:

- Capture and storage of information entered by the Controller or its audience,
- Output of this information on Controller-specified web pages,
- Automated sorting, filtering, assignment, and counting of data,
- Manual editing, reassignment, highlighting, copying, and optional publication of data,
- Permanent deletion of data.

4. Categories of Data and Data Subjects

(1) The categories of data subjects are:

- Event Guide: event participants such as speakers, moderators, attendees, and staff.
- Email Collector: attendees, including customers, prospects, partners, shareholders, and employees.
- Live event communication attribution: persons who submit or receive questions.

(2) The categories of personal data processed are:

- Master data such as name(s), title, company, role, phone number(s), email and/or social media contacts (only to the extent legally permitted).
- Email address only (for the Email Collector feature).
- Salutation, first and/or last name(s), optionally email address(es) (for live event communication).

5. Scope and Authority to Issue Instructions

(1) This DPA is contingent on the existence of a valid usage agreement.

(2) All instructions to process data are executed by the Controller through the VOXR tool itself. This includes creating, modifying, deleting, structuring, and de-structuring data.

(3) VOXR does not manually intervene in data processing and cannot be instructed to do so. An exception applies to data recovery following accidental deletion, if requested by the Controller.

6. Obligations of the Controller

(1) The Controller is responsible for ensuring that all applicable laws are complied with when personal data is entered, including but not limited to the GDPR, personality rights, and competition law.

(2) The Controller undertakes to delete personal data no later than 10 days after collection or before the usage agreement expires, whichever is sooner. The GDPR's data minimisation principle and the right to erasure remain unaffected.

(3) VOXR supports the Controller to the best of its ability in fulfilling its data protection obligations. However, responsibility for lawful data collection, processing, and timely deletion rests with the Controller. VOXR cannot accept liability for legal violations resulting from delayed or omitted deletion.

(4) VOXR reserves the right (but is not obliged) to automatically or manually delete personal data on the 11th day after the event or after the usage agreement expires, whichever comes first.

7. Obligations of the Processor

(1) VOXR ensures that the VOXR algorithm processes data promptly and only in accordance with its rules.

(2) VOXR ensures that deletions in the database are permanent.

(3) VOXR retains backup copies for a maximum of 30 days and ensures that backups are fully and permanently deleted after no more than 30 days.

(4) VOXR engages the following sub-processors:

- Hetzner GmbH, Gunzenhausen, Germany – as data centre provider hosting dedicated servers for VOXR.
- Dominic Pratt – as external server administrator.
- OpenAI, L.L.C., San Francisco, CA, USA – as AI service provider for optional AI features (AI summaries, event chat, translations). Data transfers are carried out exclusively on the basis of EU Standard Contractual Clauses (SCCs, Art. 46 GDPR) under the OpenAI Data Processing Agreement (DPA, abrufbar unter: <https://cdn.openai.com/pdf/openai-data-processing-addendum.pdf>). Use of these AI features is strictly opt-in, activated solely at the Controller's explicit request, and disabled by default (Privacy by Default).
- DeepL SE, Cologne, Germany – as provider of optional machine translation services. Also opt-in and disabled by default.

DPA's including technical and organisational measures are in place with all sub-processors. Sub-processors are contractually bound to data protection standards at least equivalent to those in this DPA.

(5) Additional sub-processors may only be engaged after informing the Controller and concluding appropriate agreements pursuant to Art. 28(4) GDPR.

(6) VOXR staff with access to participant data are regularly trained in applicable data protection laws.

(7) VOXR supports the Controller in fulfilling its obligations under Art. 32–36 GDPR.

(8) In the event of a personal data breach (Art. 33 GDPR), VOXR will notify the Controller without undue delay, and no later than 48 hours after becoming aware of the breach, to enable the Controller to meet the statutory 72-hour reporting deadline to the supervisory authority.

(9) VOXR will make available to the Controller all information necessary to demonstrate compliance with Art. 28 GDPR and will support audits and inspections.

(10) Where required by law, VOXR will appoint a qualified Data Protection Officer.

(11) Data processing takes place exclusively within the EU or EEA. Exception: optional use of OpenAI (AI features), which takes place exclusively on the basis of SCCs under Art. 46 GDPR and is activated only at the Controller's explicit request.

(12) VOXR servers are hosted exclusively in high-security data centres with which a DPA including technical and organisational measures has been concluded.

(13) The Technical and Organisational Measures (TOMs) are available at any time at: voxr.com/tom

8. Severability

(1) Should any individual provision of this DPA be invalid, this shall not affect the validity of the remaining provisions.

9. Signature

(1) This Data Processing Agreement has been generated electronically and is valid without a handwritten signature in accordance with Art. 28(9) GDPR.