

CUSTOMER DOCUMENTS · VERSION 1.1

Data Processing Agreement

Annex 2 to the Terms of Purchase, pursuant to Art. 28 GDPR

Date 13.10.2026 · Canvena Ltd, HE 425353 · plaith.ai

Annex 2 to the Plaith Terms of Purchase as amended from time to time. This English version of the agreement is the binding one; the German version is a translation.

Between the customer under the Plaith Terms of Purchase ("Controller" or "Customer") and Canvena Ltd, Lieutenant Georgios M. Savvas 26, Shop 1-2, 8201 Geroskipou, Paphos, Cyprus, HE 425353, represented by Daniel Andreas Huber, Director (CEO) ("Processor" or "Canvena").

§ 1 Subject matter and term

(1) Canvena provides the Customer with the managed performance marketing service under the Terms of Purchase (main contract). In doing so, Canvena processes personal data on behalf of and on the instructions of the Customer. This agreement sets out the parties' obligations in this respect.

(2) This agreement takes effect when the main contract is concluded and applies for as long as Canvena processes personal data for the Customer, at the latest until complete deletion or return under § 9.

(3) Where Canvena processes data as a controller in its own right, for example contract, contact and billing data of the Customer and its contact persons, this agreement does not apply; the privacy policy at <https://plaith.ai/en/legal/privacy> applies instead.

§ 2 Nature, purpose and scope of processing

(1) Purpose: setting up and operating the Customer's enquiry channels, forwarding enquiries to the Customer, measuring advertising results and attributing them to campaigns and ads, transmitting events to Meta to optimise the campaigns, analysis and reports.

(2) Overview:

AREA	DATA SUBJECTS	CATEGORIES OF DATA
Enquiries from Meta forms (lead forms on Facebook and Instagram)	the Customer's prospects	name, email address, phone number, answers in the form, time, campaign and ad
Enquiries via the Customer's website (standard integration)	the Customer's prospects	as above, plus consent status from the cookie banner and source information (for example campaign identifier, Meta click identifier)
Transmission to Meta via the Conversions API	the Customer's prospects and customers	event type and time, event identifier, hashed contact data where consent was given, browser identifier (user agent) where consent was given, campaign attribution
Campaign data from the ad account	as a rule no individual persons; exceptionally persons who interact with ads	aggregated metrics (reach, clicks, spend, results); comments under ads with the public profile name, where Canvena analyses or answers them

(3) Canvena processes special categories of personal data (for example health data) only if the Customer expressly requests this and the parties have agreed on it beforehand in text form. The Customer designs its forms so that such data is not requested without this agreement.

(4) Processing generally takes place in the European Union. Transfers to third countries are governed by § 6.

§ 3 The Customer's instructions

(1) Canvena processes the data only on documented instructions from the Customer. The instructions result from the main contract, this agreement and the settings the Customer determines in the kickoff call or later in text form (for example the enquiry channel, the recipients of enquiries, whether ads require approval).

(2) The Customer gives further instructions in text form to support@plaith.ai. The parties treat instructions that go beyond the agreed scope of services as a change request.

(3) If Canvena considers an instruction to be unlawful, it informs the Customer without undue delay and may suspend its execution until the matter is clarified.

(4) If Canvena is required by law to carry out processing, it informs the Customer beforehand, unless the law prohibits this.

§ 4 Canvena's obligations

(1) Canvena only uses persons who are bound to confidentiality and have been familiarised with data protection rules.

(2) Canvena takes the technical and organisational measures set out in Annex A and adapts them to the state of the art. The level of protection must not decrease as a result.

(3) Canvena supports the Customer, with the information available to it, in answering requests from data subjects, in reporting personal data breaches, in data protection impact assessments and in requests from

supervisory authorities. If data subjects contact Canvena directly, Canvena forwards the request to the Customer without undue delay.

(4) Canvena notifies the Customer of a personal data breach without undue delay, at the latest within 48 hours of becoming aware of it, with the information the Customer needs for its own notification.

(5) The contact for data protection matters can be reached at hello@plaith.ai.

§ 5 Sub-processors

(1) The Customer gives Canvena general authorisation to engage sub-processors. The current list is available at <https://plaith.ai/legal/sub-processors>. Annex B contains examples of sub-processors in use.

(2) Canvena informs the Customer in text form at least 14 days in advance of the addition or replacement of a sub-processor. The Customer may object within this period for an important reason relating to data protection. If the parties cannot reach agreement, the Customer may terminate the main contract with effect from the date of the change.

(3) Canvena contractually obliges each sub-processor to the same data protection obligations as set out in this agreement. Canvena remains responsible to the Customer.

(4) The following are not sub-processors within the meaning of this agreement:

- Meta Platforms Ireland Ltd. Meta processes the data of the ad account and the lead forms on the basis of the agreements the Customer concludes with Meta itself, and as a controller in its own right or under Meta's terms, not on behalf of Canvena.
- Stripe. Stripe only processes payment data in the relationship between Canvena and the Customer, as a controller in its own right, and receives no data from the Customer's enquiries.
- Providers of ancillary services without access to the Customer's personal data.

§ 6 Transfers to third countries

(1) Canvena transfers data to countries outside the European Economic Area only if the requirements of Art. 44 et seq. GDPR are met, in particular on the basis of an adequacy decision (for example the EU-US Data Privacy Framework for certified providers) or the European Commission's standard contractual clauses.

(2) Canvena Consulting LLC, 3119 Coral Way, Miami, FL 33145, USA, is an affiliated company of Canvena. It operates the Meta app "Plaithy" and the Meta business portfolio through which partner access to the Customer's ad account is provided. Where it processes the Customer's personal data in doing so, it is a sub-processor; Canvena ensures that the transfer is safeguarded in accordance with Chapter V GDPR, in particular by the European Commission's standard contractual clauses.

(3) Canvena does not transfer contact data from enquiries to providers of AI services. Other data that the AI team needs for a task is only sent to AI providers on the basis of an adequacy decision or standard contractual clauses; personal details are replaced by placeholders beforehand where possible.

§ 7 The Customer's obligations

(1) The Customer is responsible for the lawfulness of the processing, in particular for the legal basis, the prospects' consent (for example in the cookie banner and in the form), the privacy policy of its landing page

and its Meta forms, and for informing the data subjects.

(2) The Customer informs Canvena without undue delay if it detects errors or irregularities in the processing.

(3) Handling enquiries after they have been forwarded, for example in the Customer's own CRM or email inbox, is the Customer's own responsibility.

§ 8 Evidence and audits

(1) On request, Canvena demonstrates compliance with this agreement by means of suitable documents, for example a description of the measures under Annex A or certificates of the sub-processors.

(2) If the documents are not sufficient, the Customer may carry out an audit or have it carried out by an auditor bound to confidentiality, after announcement with reasonable notice, during normal business hours and without disrupting operations. Audits are limited to what is necessary; the Customer bears the costs unless the audit reveals a material breach.

§ 9 Deletion and return

(1) After the end of the main contract, Canvena deletes the personal data processed on behalf of the Customer or, on request, returns it to the Customer in a common format, unless there is a statutory retention obligation. The Customer makes the request for return in text form by the end of the contract.

(2) During the term, the deletion periods under Annex A no. 6 apply.

(3) On request, Canvena confirms the deletion in text form.

§ 10 Liability and final provisions

(1) Liability is governed by Art. 82 GDPR. Otherwise, the liability provisions of the Terms of Purchase apply.

(2) In the event of conflicts between this agreement and the Terms of Purchase, this agreement takes precedence in matters of data protection.

(3) Governing law, place of jurisdiction, arbitration and contract language are governed by the Terms of Purchase.

(4) Amendments must be made in text form.

Annex A: Technical and organisational measures

1. **Hosting:** servers of Hetzner Online GmbH in data centres in the European Union.
2. **Encryption:** transmission exclusively encrypted (TLS). Access to servers only by key (SSH), no password login. Databases can only be reached from the server's internal network.
3. **Access control:** access only for named authorised persons on the principle of least privilege; roles with allow lists; customers only see their own data (separation by tenant and project); two-factor login for administrators.
4. **Separation:** data of different customers is stored and processed logically separated.

5. **Logging and monitoring:** access and changes are logged (logs kept for 12 months); the availability of the systems is continuously monitored automatically, with alerts to the operations team.
6. **Deletion periods:** contact data from enquiries is deleted at the latest 30 days after the end of the main contract, unless there is a retention obligation; contact data transmitted to Meta is hashed beforehand; aggregated statistics without personal reference are not deleted.
7. **Data minimisation:** contact data and browser characteristics are only sent to Meta where consent has been given; the enquiry service stores IP addresses of prospects only as a salted check value (hash), not in plain text.
8. **Availability and recovery:** backups before every change to the system and rollback states for every service.
9. **Organisation:** obligation of all persons involved to confidentiality; review of new service providers before use; procedure for handling personal data breaches.

Annex B: Sub-processors (examples)

The current list at <https://plaith.ai/legal/sub-processors> is authoritative.

SUB-PROCESSOR	SERVICE	LOCATION	BASIS
Hetzner Online GmbH	hosting of servers and databases	European Union	agreement under Art. 28 GDPR
Canvena Consulting LLC	operation of the Meta app and the business portfolio	USA	standard contractual clauses
Providers of AI services	creation of ad copy, images, videos and voices; analysis	USA and others, see list	adequacy decision or standard contractual clauses; see § 6 (3)
Email service providers	delivery of reports and notices	USA, see list	adequacy decision or standard contractual clauses

Not in this list because they are not sub-processors (§ 5 (4)): Meta, Stripe.