

Data Processing Addendum

Last updated: 18.03.2026

1. Scope and applicability

- 1.1. This Data Processing Addendum (“**DPA**”) forms part of the Principal Contract (as defined below) for the provision of Internet-based document storage and management services via Folderit Document Management System (“**Services**”) by the Service Provider to the Client.
- 1.2. The Client represents that this DPA and Principal Contract constitute a complete and final documented guidance from the Controller for the Processing of the Personal Data.
- 1.3. The Client represents that the measures described in Annex 2 meet the Client’s needs as a Controller regarding the Processing of Personal Data under the Principal Contract and DPA.

2. Definitions

In this DPA the below words shall have the following meaning:

- 2.1. “**Controller**” means a controller as defined in GDPR, and in the context of this DPA, means a **Client** who has subscribed to use Processor’s Services and entered into the Principal Contract for that aim.
- 2.2. “**Data Protection Laws**” means all applicable Data Protection Laws, including the General Data Protection Regulation (GDPR) (EU 2016/679) and any other directly applicable European Union Regulation relating to privacy.
- 2.3. “**Data Subject**” means a data subject as defined in GDPR, and in the context of this DPA, means any natural person whose Personal Data is contained in the documents stored by the Controller in Processor’s Document Management System.
- 2.4. “**Parties**” means the Controller/Client and the Processor/Service Provider together.
- 2.5. “**Personal Data**” in the meaning of GDPR and this DPA means any information about the Data Subject. Categories of Personal Data processed by the Processor within the framework of this DPA is specified in Annex 1 of this DPA.
- 2.6. “**GDPR**” means the General Data Protection Regulation (GDPR) (EU) (2016/679)
- 2.7. “**Principal Contract**” means the main agreement entered into by the Client by accepting the [Terms of Use](#) provided by the Processor for using the Services offered by the Processor.
- 2.8. “**Processing**” means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 2.9. “**Processor**” means a processor as defined in GDPR, and in the context of this DPA, means Folderit OÜ (registry code 12653434, address Laki tn 32, 12915 Tallinn, Estonia), i.e. the **Service Provider** who provides Internet-based document storage

and management services to the Controller via Folderit Document Management System.

- 2.10. **"Recipient"** means a natural or legal person, public authority, agency or another body, to which the Personal Data are disclosed, whether a third party or not. However, public authorities which may receive Personal Data in the framework of a particular inquiry in accordance with applicable law shall not be regarded as recipients; the processing of those data by those public authorities shall follow the applicable data protection rules according to the purposes of the processing.
- 2.11. **"Third-party"** means a natural or legal person, public authority, agency or body other than the Data Subject, Controller, Processor and persons who, under the direct authority of the Controller or Processor, are authorised to process Personal Data.
- 2.12. **"Sub-processor"** means any person or entity authorised or appointed by the Processor to process Personal Data.

3. Obligations of the Controller

3.1. The Controller must:

- 3.1.1. comply with the Data Protection Laws when processing Personal Data,
- 3.1.2. ensure that there is a valid legal basis for processing Personal Data that is transferred to the Processor or is entered into Processor's systems at the time of transferring the Personal Data to the Processor as well as during the whole time when the Controller uses the Processor's services,
- 3.1.3. provide information to Data Subjects according to GDPR Articles 13 and 14 about Processing under this DPA and Principal Contract,
- 3.1.4. fulfil other Controller's duties set forth in Data Protection Laws, this DPA or Principal Contract.

3.2. Nothing within this DPA relieves the Controller of Controller's responsibilities, obligations, and liabilities under GDPR or other Data Protection Laws.

4. Obligations of the Processor

4.1. The Processor must:

- 4.1.1. ensure that Processing of Personal Data meets the requirements of the GDPR and related Data Protection Laws,
- 4.1.2. ensure the security of Processing through the demonstration and implementation of appropriate technical and organisational measures as specified in Annex 2 of this DPA,
- 4.1.3. maintain an electronic record of Processing activities carried out on behalf of the Controller, containing information set forth in GDPR Article 30(2) and make the record available to the Controller or relevant supervisory authorities on request,
- 4.1.4. ensure that each of its employees, agents, subcontractors or vendors are subject to a duty of confidentiality and they are made aware of their obligations regarding the security and protection of the Personal Data and the relevant terms set out in this DPA,

- 4.1.5. ensure that where a Sub-Processor is used, a written contract is concluded with the Sub-Processor, who provides sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of this DPA,
- 4.1.6. assist the Controller in allowing Data Subjects to exercise their rights under the Data Protection Laws,
- 4.1.7. assist the Controller in ensuring compliance with the obligations pursuant to GDPR Articles 32 to 36 considering the nature of Processing and the information available to the Processor,
- 4.1.8. enable the Controller to delete or return all the Personal Data to the Controller after the end of the provision of services relating to Processing, and to delete existing copies unless applicable legislation requires storage of the Personal Data,
- 4.1.9. make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in the relevant Data Protection Laws and allow for, and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller,
- 4.1.10. inform the Controller immediately about infringements of the GDPR or other Data Protection Laws
- 4.1.11. co-operate with supervisory authorities in accordance with GDPR Article 31,
- 4.1.12. notify the Controller without undue delay of any Personal Data breaches in accordance with GDPR Article 33.

5. Sub-Processors

- 5.1. The Controller acknowledges and agrees that the Processor engages Sub-Processors for provision of services to the Controller under the Principal Contract. The Processor provides up-to-date list of Sub-Processors on Processor's webpage (<https://www.folderit.com/sub-processors/>).
- 5.2. The Processor shall inform the Controller of any intended changes concerning the addition or replacement of other Sub-Processors, thereby giving the Controller the opportunity to object to such changes. If the Controller does not agree to engaging a new Sub-Processor by the Processor, the Controller has the right to file an objection by sending its reasoned opinion to the Processor within 14 days after receiving Processor's notification. The Processor shall not engage the new Sub-Processor during the objection period unless (i) the Parties have resolved the objection in writing, or (ii) the Controller does not exercise its right to terminate the DPA and Principal Contract as set out below within the objection period; in such case the Processor may proceed with the change after the objection period. If due to urgent circumstances (e.g., security incident, insolvency of a Sub-Processor) it is not possible to follow the notification period, the Processor may implement the change immediately and will notify the Controller as soon as reasonably possible.

- 5.3. If it is not possible to continue providing the services to the Controller without engaging the new Sub-Processor, then instead of filing the objection, the Controller has the right to terminate the Principal Contract and this DPA by sending written notification to the Processor within 14 days after receiving Processor's notification, if engaging a new Sub-Processor is not acceptable for the Controller.
- 5.4. The Processor remains fully responsible to the Controller for the activities of the Sub-Processors and for the acts or omissions of the Sub-Processors in relation to the Personal Data Processing.
- 5.5. The Processor remains the only contact person for the Controller regarding all the issues within the scope of application of this DPA and shall ensure that its Sub-Processors shall adhere to the binding requirements of this DPA in the same way as they are applied to the Processor.

6. Transfer of Personal Data to third countries

- 6.1. The servers used by the Processor are located in the territory of the European Economic Area (EEA).
- 6.2. However, the Processor can transfer data from EEA to third countries due to the use of some Sub-Processors that may be located outside EEA. In this case the Processor will apply appropriate safeguards according to GDPR Article 46, unless an adequate level of protection in the recipient country has been recognised by EU Commission's decision on the basis of GDPR Article 45.

7. Liability

- 7.1. Each party is responsible for its own Processing of Personal Data.
- 7.2. The Processor's liability, including the liability restrictions, is governed by the Principal Contract.

8. Amendments and Termination

- 8.1. The DPA may be updated by the Processor from time to time in the same way as the Principal Contract terms can be changed according to the Principal Contract. Changes to DPA are always notified to the Controller at least thirty (30) days in advance with giving the option to the Controller to terminate the Principal Contract and DPA and discontinue the use of the Processor's services if not satisfied with the upcoming changes.
- 8.2. The DPA and the Principal Contract are interdependent and cannot be terminated separately. For terminating the DPA and the Principal Contract, the termination procedure set forth in Principal Contract shall be followed.

9. Governing law and dispute resolution

- 9.1. This DPA is governed by the laws of the Republic of Estonia.

9.2. Any disputes arising from this DPA will be resolved by the means of negotiations. If the Parties fail to resolve the dispute through negotiation, the disputes shall be settled by Harju Maakohus (Harju County Court), pursuant to the procedure provided by the law of the Republic of Estonia.

10. Other provisions

10.1. The DPA enters into force after the Client has accepted the Terms of Use with reference to this DPA.

10.2. The DPA has been entered into together with and forms an integral part of the Principal Contract.

Annex 1 - Processing Details

1. Categories of Data Subjects

- 1.1. The Parties represent that the Processor as a Service Provider is not aware whether or which Personal Data the Controller will store or manage by using the Service Provider's services and its infrastructure under the Principal Contract; also, the Processor will not have a full overview of the Personal Data that may be included in Controller's documents and other files entered into the Processor's infrastructure.
- 1.2. Having said this, the Parties consider it possible that the Processor processes the Personal Data of the following Data Subjects when providing the services to the Controller:
 - 1.2.1. natural persons authorised by the Controller to use Processor's services at the Controller's expense and responsibility (i.e. users of Subaccounts),
 - 1.2.2. Controller's employees or other natural persons working for the Controller or representing the Controller,
 - 1.2.3. Controller's clients,
 - 1.2.4. other natural persons, whose Personal Data is transferred by the Controller to the Processor or entered into Processor's systems,
 - 1.2.5. the aforementioned categories of Data Subjects related to companies belonging to the same group of entities with the Controller.
- 1.3. The Processor does not intentionally process the Personal Data of minors; unintentional processing of such data is possible if it is included in documents or other files that are stored and managed by the Controller in Processor's infrastructure.

2. Categories of Personal Data

- 2.1. The Processor may process the following Personal Data when providing the services to the Controller:
 - 2.1.1. user profile data (full name, language, time zone, password),
 - 2.1.2. employment related data (e.g. represented company, work position),
 - 2.1.3. contact information (phone and e-mail address; e-mail address also serves as username on log-in),
 - 2.1.4. user account's usage data (data about the files or folders uploaded, downloaded, shared or accessed while using Processor's services),
 - 2.1.5. website usage data (IP address, Internet service provider, access times to the services applications and features, browser type and language and device used to access and use the services),
 - 2.1.6. correspondence and communication regarding the Services (e.g. chat messages, e-mails, phone-call recordings),
 - 2.1.7. other information transferred by the Controller to the Processor or entered into Processor's systems,
 - 2.1.8. other information necessary for performance of the DPA or Principal Contract.

2.2. The Processor does not intentionally process special categories of Personal Data (i.e. Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation). Unintentional processing of such data is possible if it is included in documents or other files that are stored and managed by the Controller in Processor's infrastructure.

3. Purposes of Processing

3.1. The Processor processes Personal Data for the following purposes:

- 3.1.1. provision of services to the Controller according to the Principal Contract,
- 3.1.2. fulfilling the DPA and Principal Contract,
- 3.1.3. fulfilling obligations arising from applicable legal acts,
- 3.1.4. fulfilling Controller's instructions
- 3.1.5. other lawful purposes.

4. Nature of Processing

- 4.1. The Processor may in accordance with the DPA and Principal Agreement perform following processing activities regarding the Personal Data: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 4.2. Processing is primarily automated and performed using modern cloud infrastructure and security technologies, such as encrypted data transfer (TLS), encryption at rest, role-based access control, audit logging, indexing/search (including OCR-based full-text search where enabled), and automated backups. These technologies are used to provide and secure the Service.
- 4.3. No profiling is carried out for the purpose of evaluating personal aspects of individuals (GDPR Article 4(4)). The Service may generate technical or usage-related records such as audit trail events (who accessed/edited/signed a document and when), workflow status history, and system logs for security and operational purposes. These records are created to provide the Service, ensure security, and meet accountability requirements, not to create behavioural profiles or make automated decisions about individuals.
- 4.4. Service is operated on shared infrastructure. Client's data is logically segregated per Client, and Folderit does not disclose or make one Client's data accessible to other Clients.

5. Duration of Processing

5.1. The Processor will Process Personal Data during the validity of the Principal Contract solely for the purpose of providing the services in accordance with the Principal Contract and the DPA.

5.2. Upon termination of Principal Contract, the Personal Data that may be included in documents and files stored in Processor's infrastructure shall be deleted by the Controller according to the Terms of Principal Contract.

Annex 2 - Technical and Organisational Measures

The Processor implements the following technical and organisational measures to ensure data security and protection:

1. Technical measures:

- data exchange between servers and Client is done by using encrypted and secure HTTPS protocol,
- Client's files are kept on discs in encrypted form,
- the server changes are logged and persons who have made changes can be identified,
- logging files are kept for reasonable time for later reference,
- option to turn on 2-Factor Authentication is available to clients,
- all users have personal access credentials,
- Client's data is regularly backed up,
- recycle bin / delayed deletion safeguards,
- regular penetration testing,
- other measures that the Processor may add to the Services over time.

2. Organisational measures:

- 2.1. privacy notice has been composed and made available on Processor's webpage for informing data subjects on data processing and their rights according to GDPR requirements,
- 2.2. categories of processing activities carried out by the Processor (including activities carried out on behalf of a controller) have been recorded according to GDPR requirements,
- 2.3. all employees of the Processor have written engagement agreements with confidentiality and data protection clauses,
- 2.4. all employees of the Processor, that have access to servers and application code, have been background checked, and internally approved at least by one board member,
- 2.5. the subcontractors' data protection policies are evaluated before engaging them,
- 2.6. other measures that the Processor may add to its processes over time.