

ONLINECOURSEHOST.COM — DATA PROCESSING AGREEMENT

Version 2.0 — Last updated: 2 July 2026 (replaces version dated 5 October 2022)

This Data Processing Agreement (“DPA”) forms part of the Terms and Conditions (the “Terms”) between **VASCO CAVALHEIRO IT SERVICES SRL**, a private limited company under Belgian law with registered office at Square Ambiorix, 1000 Brussels, Belgium, trading as OnlineCourseHost.com (“OnlineCourseHost.com”, “we”, “us”), and the customer accepting the Terms (“Customer”).

This DPA applies where OnlineCourseHost.com processes Personal Data on behalf of Customer in connection with Customer’s use of the OnlineCourseHost.com platform (the “Services”) — that is, the hosting and operation of Customer’s online course academy, including course content delivery, student account management, enrolments, orders, and email communications sent on Customer’s behalf. **This DPA is incorporated into the Terms by reference and takes effect automatically upon Customer’s acceptance of the Terms or first use of the Services; no separate signature is required.** If there is any conflict between the Terms and this DPA, this DPA prevails to the extent of the conflict.

1. Definitions

“**Data Protection Law**” means all data protection and privacy laws applicable to the processing of Covered Data, including European Data Protection Law and, where applicable, the California Consumer Privacy Act (“CCPA”).

“**Covered Data**” means Personal Data that OnlineCourseHost.com processes on behalf of Customer in connection with the Services, in particular Personal Data relating to Customer’s students, prospective students (including free-course, webinar and newsletter registrants), affiliates, and other end users of Customer’s academy (“End Users”).

“**Europe**” means the member states of the European Economic Area, Switzerland and the United Kingdom; “**European Data Protection Law**” means the GDPR (Regulation (EU) 2016/679), the e-Privacy Directive (2002/58/EC), the UK GDPR and the Swiss FADP, each as amended or replaced.

“**Personal Data**”, “**controller**”, “**processor**” and “**processing**” have the meanings given in the GDPR.

“**Security Incident**” means any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Covered Data. It does not include unsuccessful attempts that do not compromise Covered Data (e.g. failed log-ins, port scans, blocked attacks).

“**SCCs**” means the standard contractual clauses annexed to European Commission Decision (EU) 2021/914, as described in Section 12.

2. Scope

This DPA applies to the extent OnlineCourseHost.com processes Covered Data on behalf of Customer in connection with the Services, as described in Annex 1 (Data Processing Description).

3. Roles of the parties

As between the parties, Customer is the controller of Covered Data and OnlineCourseHost.com processes Covered Data as a processor acting on Customer’s behalf. Customer is responsible for the lawfulness of the processing it instructs, including an appropriate legal basis and the information duties towards its End Users.

4. Processing of Covered Data

OnlineCourseHost.com shall process Covered Data only in accordance with Customer's lawful, documented instructions (as set out in the Terms, this DPA, the configuration of the Services by Customer, or otherwise in writing) and solely for the following purposes (the "Permitted Purposes"): (a) hosting and operating Customer's academy, including storage and delivery of course content; (b) managing End User accounts, enrolments, course access and progress; (c) processing and recording orders; (d) sending emails (including bulk mail) to End Users at Customer's instruction; (e) providing customer support; and (f) maintaining, securing and improving the Services. OnlineCourseHost.com shall not retain, use or disclose Covered Data for any other purpose, and shall not sell Covered Data within the meaning of the CCPA.

5. Customer responsibilities

Customer is responsible for complying with all transparency and lawfulness requirements under Data Protection Law towards its End Users, including providing privacy notices and, where required, obtaining consents (for example for marketing emails). Customer warrants that it is entitled to instruct the processing of the Covered Data it uploads to or collects through the Services. Customer shall not instruct OnlineCourseHost.com to process special categories of personal data (Art. 9 GDPR) unless Customer has established a valid legal basis for doing so.

6. Security

OnlineCourseHost.com shall implement and maintain appropriate technical and organisational measures to protect Covered Data against Security Incidents, as described in **Annex 2 (Security Measures)**. OnlineCourseHost.com may update these measures from time to time, provided the updates do not materially degrade the overall security of the Services. All personnel authorised to process Covered Data are bound by confidentiality obligations.

7. Security Incidents

OnlineCourseHost.com shall notify Customer **without undue delay, and in any event within 48 hours**, of becoming aware of a Security Incident affecting Covered Data. The notification shall, to the extent known, describe the nature of the incident, the categories and approximate number of data subjects and records concerned, the likely consequences, and the measures taken or proposed. OnlineCourseHost.com shall make reasonable efforts to identify the cause, mitigate the effects, and provide the information Customer reasonably requires to meet its own notification obligations under Data Protection Law (including Articles 33 and 34 GDPR). OnlineCourseHost.com shall document all Security Incidents and the remedial action taken.

8. Audits

OnlineCourseHost.com shall make available to Customer the information reasonably necessary to demonstrate compliance with this DPA, including (on a confidential basis) summaries of relevant third-party certifications or audit reports where available. Following a confirmed Security Incident, or on the instruction of a supervisory authority, OnlineCourseHost.com shall additionally permit Customer (or its appointed auditor) to audit the processing under this DPA. Customer shall give reasonable prior notice, audit during normal business hours, and take reasonable measures to avoid disruption. Customer shall exercise its audit rights under Clause 8.9 of the SCCs by instructing OnlineCourseHost.com to comply with this Section 8.

9. International transfers

To provide the Services, OnlineCourseHost.com may transfer Covered Data to locations where it or its Sub-processors maintain processing operations, including the United States. Transfers outside Europe are made under an appropriate transfer mechanism: an adequacy decision (including, where applicable, the EU-U.S. Data Privacy Framework for certified Sub-processors) or the SCCs as set out in Section 12.

10. Data subject rights

Taking into account the nature of the processing, OnlineCourseHost.com shall provide reasonable assistance to enable Customer to respond to End Users' requests to exercise their rights under Data Protection Law (access, rectification, erasure, portability, objection). Where such a request is made directly to OnlineCourseHost.com, it will refer the request to Customer without undue delay.

11. Deletion and return of data

Upon termination or expiry of the Terms, OnlineCourseHost.com shall, at Customer's choice, delete or return the Covered Data in its possession, except to the extent retention is required by applicable law. Covered Data held in backup systems shall be deleted automatically through the expiry of the backup cycles described in Annex 2, and in any event **within 90 days** of termination or expiry. During the term, Customer can export its content and data as described in the Terms.

12. European terms

The following applies to the extent Covered Data is subject to European Data Protection Law:

a. Sub-processors

Customer authorises OnlineCourseHost.com to engage the Sub-processors listed in **Annex 3**. OnlineCourseHost.com shall (i) maintain an up-to-date Sub-processor list and make it available to Customer; (ii) give Customer at least ten (10) days' written notice of intended changes; (iii) impose on each Sub-processor data protection obligations offering at least the same level of protection as this DPA; and (iv) remain liable for any breach of this DPA caused by a Sub-processor.

b. Objection to Sub-processors

Customer may object to a new Sub-processor within five (5) days of notice on reasonable data protection grounds. The parties shall cooperate in good faith to reach a resolution; failing that, OnlineCourseHost.com may refrain from engaging the Sub-processor, or Customer may suspend or terminate the affected processing (without prejudice to fees already incurred).

c. Standard Contractual Clauses

The SCCs are incorporated by reference and form an integral part of this DPA. Customer is the "data exporter" and OnlineCourseHost.com the "data importer"; Module Two applies; in Clause 7 the docking clause applies; in Clause 9, Option 2 applies with the notice period in Section 12(a); in Clause 11 the optional language is deleted; in Clause 17, Option 1 applies and the SCCs are governed by Belgian law; in Clause 18(b) disputes shall be resolved before the courts of Belgium; and the SCC Annexes are populated with Annexes 1 and 2 of this DPA. For data subject to the UK GDPR or Swiss FADP, the SCCs apply with the adaptations required by the UK Addendum or Swiss requirements respectively.

d. Impact assessments

Taking into account the nature of the processing and the information available to it, OnlineCourseHost.com shall provide reasonable assistance with Customer's data protection impact assessments and prior consultations with supervisory authorities, to the extent required by European Data Protection Law.

13. Changes in law

If a change in Data Protection Law affects the processing under this DPA, the parties shall work together in good faith to amend this DPA as reasonably necessary to ensure continued compliance.

14. Miscellaneous

Except as amended by this DPA, the Terms remain in full force. In case of conflict, this DPA controls. Any claims under this DPA are subject to the Terms, including the exclusions and limitations of liability set out therein. This DPA is effective as of 2 July 2026 for all Customers and replaces all prior versions; prior versions are archived and available on request.

Annex 1 — Data Processing Description

1(A) List of parties

Data exporter (controller): the Customer — the person or entity that has accepted the Terms and operates an online course academy on the Services. Contact details: as provided in the Customer's account.

Data importer (processor): Vasco Cavalheiro IT Services SRL (OnlineCourseHost.com), Square Ambiorix, 1000 Brussels, Belgium. Privacy contact: helpdesk@onlinecoursehost.com.

1(B) Description of processing

Subject matter and duration: hosting and operation of Customer's online course academy for the duration of the Terms, plus the deletion period in Section 11.

Nature and purposes: storage, hosting and delivery of course content; management of End User accounts, enrolments, course access and progress; recording of orders; sending of transactional and bulk emails at Customer's instruction; customer support; service maintenance, security and improvement.

Categories of data subjects: Customer's students and paying customers; prospective students (free-course, webinar and newsletter registrants); affiliates; other end users of Customer's academy.

Categories of Personal Data: name; email address; account credentials (stored hashed); enrolment, course-access and progress data; order and purchase records (amounts, products, dates); payment status — full payment card data is processed directly by the payment providers (e.g. Stripe, PayPal) and is not stored by OnlineCourseHost.com; communications with Customer or End Users; marketing/bulk-mail list membership.

Special categories: not intentionally collected or required by the Services. Customer must not instruct processing of special-category data without a valid legal basis (see Section 5). Customer acknowledges that enrolment in courses on particular topics may indirectly indicate interests of End Users; Customer, as controller, is responsible for the lawfulness of such processing.

Frequency: continuous, for the duration of the Terms.

Annex 2 — Security Measures

OnlineCourseHost.com implements and maintains the following technical and organisational measures. This Annex describes the measures actually in operation as of 2 July 2026.

1. Backup and recovery

- Automated weekly backups of the platform database (course structures, pages, orders, participant and customer data, bulk-mail contacts), retained for 28 days (four generations).
- Point-in-time recovery of the platform database within a rolling 7-day window.
- Backup recoverability is verified through monthly restore tests.
- Deletion protection on the production database (the database itself cannot be deleted).
- **Boundary:** video and other media files are not included in database backups; Customers are required by the Terms to retain master copies of their media files.

2. Deletion and reset safeguards (two-phase process)

- No account, academy or tenant deletion or reset can be executed in a single step.
- Identity verification: the request must match the tenant, subdomain and owner email address; mismatches are automatically rejected.
- A full backup of the affected account is created before any deletion or reset is executed, and retained for 90 days.
- Four-eyes approval: execution requires sign-off by a second team member, followed by a mandatory 24-hour cooling-off period.
- Explicit written confirmation of the account owner from the registered email address is required before execution.
- Executed deletions/resets remain restorable from the pre-execution backup during its retention period.

3. Access control and encryption

- Role-based access on a need-to-know basis; administrative access limited to authorised personnel.
- Encryption in transit (TLS) for all traffic; encryption at rest provided by the cloud infrastructure provider (Google Cloud Platform default encryption).

4. Infrastructure

- The Services are hosted on Google Cloud Platform (including Firestore and Cloud Storage); physical and environmental security, network protection and DDoS mitigation are provided by the infrastructure provider.

5. Personnel and incident management

- All personnel with access to Covered Data are subject to confidentiality obligations.
- Documented incident-management procedure covering detection, escalation, mitigation, customer notification (Section 7) and post-incident review.

6. Review

- Security measures are reviewed periodically and after every Security Incident.

Annex 3 — List of Sub-processors

OnlineCourseHost.com currently engages the following Sub-processors. Updates are announced with at least 10 days' notice as per Section 12(a).

- **Google Cloud EMEA Ltd / Google LLC** — cloud infrastructure, database (Firestore), file storage (Cloud Storage), hosting. Locations: EU / United States (EU-U.S. Data Privacy Framework certified).
- **Stripe Payments Europe, Ltd.** — payment processing for Customer sales; payment card data is processed by Stripe directly and not stored by OnlineCourseHost.com.
- **PayPal (Europe) S.à r.l. et Cie, S.C.A.** — payment processing for Customer sales; payment data is processed by PayPal directly.
- **Amazon Web Services EMEA SARL (AWS)** — delivery of transactional and bulk email. Locations: EU / United States (EU-U.S. Data Privacy Framework certified).
- **Zapier Inc. and Pabbly (Magnet Brains Software Technology Pvt. Ltd.)** — integration triggers, engaged only where the Customer enables the respective integration.

End of Data Processing Agreement — Version 2.0, effective 2 July 2026. The prior version (5 October 2022) has been archived and is available on request at helpdesk@onlinecoursehost.com.