

Data Processing Agreement (DPA)

This Data Processing Agreement (“Agreement”) is entered into between:

(1) The Customer (the “Data Controller”), being the legal entity or individual agreeing to the HeySummit Terms and Conditions; and

(2) Hey Summit Ltd (“HeySummit”, the “Data Processor”), a company registered in England and Wales under company number 11538852, with its registered office at 71–75 Shelton Street, Covent Garden, London, WC2H 9JQ.

This Agreement forms part of the [Terms and Conditions](#) and reflects the parties’ agreement regarding the Processing of Personal Data in accordance with applicable Data Protection Legislation.

1. Definitions

Capitalised terms used in this Agreement shall have the meanings given in the Terms and Conditions or, if not defined therein, as set out below:

- **“Data Protection Legislation”** means the UK GDPR, the EU GDPR (as applicable), the Data Protection Act 2018, and any other applicable laws regulating the processing of Personal Data.
 - **“SCCs”** means the standard contractual clauses for international data transfers approved by the European Commission or UK Information Commissioner.
 - **“DPF”** means the EU–US Data Privacy Framework.
 - **“Subprocessor”** means a third party engaged by HeySummit to process Personal Data on behalf of the Customer.
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2. Subject Matter and Duration

This Agreement governs HeySummit’s processing of Personal Data on behalf of the Customer in providing access to and use of the HeySummit platform. This Agreement remains in force as long as HeySummit processes Personal Data on behalf of the Customer.

3. Nature and Purpose of Processing

HeySummit will process Personal Data as necessary to provide the services set out in the Terms and Conditions, including enabling virtual events, attendee registration, ticketing, content delivery, support, and analytics.

4. Types of Personal Data and Data Subjects

- **Types of Personal Data:** Name, email address, IP address, event registration data, usage data, support queries, and other customer-submitted information.
 - **Data Subjects:** Event attendees, speakers, organisers, team members, and other end users whose data is submitted to the HeySummit platform.
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5. Data Controller Obligations

The Customer confirms that it has a valid legal basis for processing Personal Data and for transferring it to HeySummit and has provided appropriate privacy notices to Data Subjects.

6. Data Processor Obligations

HeySummit shall: 1. Process Personal Data only on documented instructions from the Customer unless required by law. 2. Ensure persons authorised to process the Personal Data are subject to confidentiality obligations. 3. Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk. 4. Notify the Customer without undue delay after becoming aware of a Personal Data Breach. 5. Assist the Customer in fulfilling its obligations to respond to Data Subject requests, conduct DPIAs, and consult with supervisory authorities. 6. On termination of the Agreement, delete or return all Personal Data unless required to retain it by applicable law. 7. Make available all information necessary to demonstrate compliance and allow for audits as required.

7. Subprocessing

HeySummit may engage Subprocessors to provide the Services. Subprocessors currently include: - Amazon Web Services (AWS) – infrastructure and hosting - Stripe – payment processing - Intercom – support communications

HeySummit will enter into a written agreement with all Subprocessors ensuring data protection obligations are no less protective than those set out in this Agreement. HeySummit will remain liable for its Subprocessors.

HeySummit may update its list of Subprocessors from time to time and will provide notice to the Customer in accordance with applicable legal requirements.

8. International Data Transfers

HeySummit may transfer Personal Data outside of the UK/EU, including to the United States, where: - Transfers are made under the **Standard Contractual Clauses (SCCs)**, as referenced in Clause 5.7.2 of the HeySummit Terms and Conditions; and/or - The recipient (e.g., AWS) is certified under the **EU–US Data Privacy Framework (DPF)**.

HeySummit also implements supplementary measures, such as encryption at rest and in transit, access controls, and audit logging, to ensure adequate protection.

9. Data Security

HeySummit applies security practices as outlined in its [Security Policy](#), including: - Data encryption in transit (TLS 1.2+) and at rest (AES-256) - Access controls based on least privilege - Daily backups and breach notification procedures

10. Liability and Governing Law

This Agreement is governed by the laws of England and Wales, and any disputes will be subject to the exclusive jurisdiction of the English courts.

11. Execution

This Agreement is effective upon acceptance of the Terms and Conditions. If a signed copy is required, the Customer may request one by emailing legal@heysummit.com. In the event of a conflict between the signed version and the online version, the signed version shall prevail.

Signed:

Hey Summit Ltd

By: [Authorised Representative]

Date: [Insert Date]

Customer

By: [Authorised Representative]

Date: [Insert Date]