VAYNEXO · ENGLISH

Data Processing Agreement

Last updated: 23 November 2026

1. Parties and scope

This agreement is concluded between the professional account holder identified in their account and order, acting as controller, and Ludovic Peene, trading as Vaynexo, BCE 0817.437.905, Rue de Gravière 15/003, 5000 Namur, Belgium, hello@vaynexo.com, acting as processor for the operations described below.

It supplements the General Terms and Conditions for data that Vaynexo processes on the professional's instructions. It also governs the processor obligations under section 40 of the Thai PDPA where that law applies to the entrusted operations. It does not cover Vaynexo's own processing, such as its customer accounts, invoices, legal obligations or its own security purposes, which are described in the Privacy Policy.

2. Entrusted processing and duration

The professional entrusts the operations needed for the functions they use: hosting and displaying their profile, receiving and forwarding contact details, managing requests and appointments, notifications and enabled integrations.

The operations include collection, recording, organisation, consultation, transmission to designated recipients, rectification, return and deletion. The categories of individuals and data are set out in Annex A.

Processing continues while the relevant service is supplied and then for the agreed return and deletion operations. The expiry of Premium does not, on its own, constitute an instruction to delete records immediately; their handling follows the documented instructions and retention periods.

3. The professional's instructions and obligations

The configured functions and the professional's documented requests constitute their instructions. The professional determines the purposes, relevant data, legal bases and appropriate retention periods. They inform the data subjects and obtain the necessary consents.

The standard functions are not intended for storing health data or other special categories of personal data. Such processing requires a separate arrangement validated before implementation.

4. Vaynexo's obligations

Vaynexo processes data only on documented instructions, including instructions concerning international transfers, unless processing is required by law. In the latter case, it informs the professional before processing, unless the law prohibits this.

Vaynexo immediately informs the professional if it considers that an instruction infringes data protection rules. It does not reuse the entrusted data for its own marketing or another incompatible purpose.

Persons authorised to process the data are subject to a confidentiality obligation and have only the access necessary for their tasks.

5. Security and incidents

Vaynexo implements the appropriate technical and organisational measures described in Annex C, taking account of the risks, data and services supplied.

When it becomes aware of a breach affecting the entrusted data, Vaynexo informs the professional without undue delay. It progressively provides the available information about the incident, the data and individuals concerned, its likely consequences and the measures taken or proposed. The professional remains responsible for its notifications to authorities and data subjects; Vaynexo provides the necessary assistance.

6. Subprocessors and transfers

The professional authorises the subprocessors identified in Annex B for the tasks described there. Vaynexo subjects them to the same data protection obligations as those set out in this agreement for the processing entrusted to them, and remains responsible to the professional for the performance of those obligations.

Any addition or replacement is notified in advance. The professional has a reasonable period to raise a reasoned objection relating to data protection before the new provider starts its work. The parties consider a solution; if no compliant solution can be found, the affected service ends under arrangements allowing the return of data and reimbursement for paid services not supplied.

Transfers outside the European Economic Area take place only on instructions and with a mechanism compliant with Chapter V of the GDPR. Transfers also subject to Thai law comply with sections 28 and 29 of the PDPA and their implementing rules. The locations and safeguards applicable under each regime are set out in Annex B.

7. Assistance and oversight

Taking account of the nature of the processing and the information available, Vaynexo assists the professional with requests to exercise rights, security, impact assessments and required consultations. Requests received directly concerning the entrusted data are forwarded to the professional unless the law requires otherwise.

Vaynexo keeps the required records of processing, including under section 40 of the PDPA where it applies. Vaynexo makes available the information needed to demonstrate its compliance and allows the audits and inspections provided for in Article 28 of the GDPR. Their organisation takes account of security, confidentiality and continuity of service without depriving this right of its substance.

8. End of processing

At the end of the processing service, Vaynexo returns or deletes the data according to the professional’s choice and deletes copies, unless retention is required by law. The return arrangements, deletion schedule and handling of backups are specified in Annex C. Data retained because of a legal obligation remains protected and restricted to that purpose.

Returning data does not imply that an automatic export button exists for every type of data: delivery through assistance may be arranged in an appropriate format. Removing a public display or hiding an item does not, on its own, amount to deletion of all the data.

Annex A — Description of processing

Data subjects: the professional’s customers and prospects, visitors who have submitted a request, individuals identified in the professional contact details they publish, and people making appointments.

Data: names, contact details, declared company, profile information and published documents; answers to configured forms; service, dates, times, location and appointment status; relevant technical references and payment statuses; consents and necessary follow-up information. Full payment card details are not requested in the standard forms.

Purposes: publication of the requested profile, management of the professional's contacts and appointments, transmission of notifications, and operation of the integrations they enable.

Recipients: the professional and people they authorise; the providers in Annex B; external services enabled on their instructions, including their calendar and payment provider, according to those services' respective roles.

Annex B — Providers and transfers

Hostinger — hosting and email. The services used are provided by Hostinger International Limited, 61 Lordou Vironos str., 6023 Larnaca, Cyprus, in accordance with Hostinger's terms applicable to customers established in Belgium. Data protection contact: gdpr@hostinger.com. Hostinger hosts the website, its database and necessary files, and provides the email service used for notifications and the hello@vaynexo.com mailbox. The website's hosting is located in the Netherlands and its backups in Lithuania. Hostinger Mail states that it stores mailbox data and its backups in France or Germany, with locations that may change between those two countries.

Hostinger's data processing agreement, measures and list of subprocessors are available at https://www.hostinger.com/legal/dpa. For email, Hostinger identifies Proofpoint, Cloudflare and MailChannels at https://www.hostinger.com/support/hostinger-mail-data-location-backups-and-subprocessors/. Their involvement depends on the service concerned; Hostinger's general list does not mean that every provider processes all Vaynexo data. For the relevant transfers outside the European Economic Area, Hostinger's agreement provides for the European Commission's standard contractual clauses. Vaynexo makes available to the professional the relevant information about the parties in the processing chain and applicable safeguards, and follows the advance notification procedure in Article 6 of this agreement.

Website software. WordPress, Paid Member Subscriptions, Fluent Forms and FluentSMTP carry out operations on the Vaynexo installation. They are not classified as external recipients merely because they are installed. The email delivery service used by FluentSMTP is Hostinger's email service.

Services chosen by the professional. When the professional enables their Google calendar, Stripe Connect payment or a link to an external provider, the necessary information is sent to the designated account or service to carry out the requested operation. These services are subject to their terms and to the roles applicable to each operation. They are not deemed Vaynexo's subprocessors for all their purposes. Vaynexo does not reuse the contact details of the professional's clients for its own marketing campaigns.

The additional conditions applicable to transfers subject to the PDPA are those in Article 6 of this agreement. The professional may request information and safeguards concerning their processing at hello@vaynexo.com.

Annex C — Measures and end of service

Access and separation between account holders. Private management areas rely on website authentication and access-right checks. Management operations are restricted to the relevant holder or authorised administrative roles. Appointment and leaderboard records are linked to their profile and holder. The relevant modification requests include session or form-token checks. Vaynexo limits access permissions to service needs and removes permissions that are no longer justified.

Communications and secrets. Access to the website uses HTTPS. Secrets and tokens used by the Google integration are encrypted when stored by that integration. This measure is not a statement that all database data is encrypted. Vaynexo protects authentication credentials and avoids transmitting them in ordinary forms or public documents.

Maintenance and incidents. Vaynexo monitors security updates for the website and its components and carries out the necessary work in light of the risk and service compatibility. Incidents concerning entrusted data can be reported to hello@vaynexo.com. When an incident occurs, Vaynexo takes appropriate containment and protection measures, retains the information useful for analysing it and informs the professional in accordance with Article 5 without waiting for all investigation findings.

Logs and backups. FluentSMTP delivery logs are configured for fourteen days. Hosting backups are weekly, stored in Lithuania and retained for six weeks under the terms of the Hostinger plan. They are used for restoration after an incident. Hostinger email backups are governed by the provider's separate arrangements; no claim is made that their retention period is identical to the website's. Requested deletions must be reapplied if restoration reintroduces the relevant data.

Return and deletion. The professional sends instructions to hello@vaynexo.com from their contact account, specifying the data concerned and their choice of return or erasure. Vaynexo checks the requester's authority and carries out the operation through assistance where the function is unavailable in the interface. Returned data is supplied in a commonly used, usable format appropriate to the data, without implying that a universal automatic export exists.

At the end of the processing service, Vaynexo asks the professional to communicate their choice. If they request return, the data is supplied before deletion; if they request erasure, active data is deleted. These operations take place within thirty days of receiving sufficiently precise instructions. In the absence of instructions, Vaynexo informs the professional of the forthcoming closure and deletion; active data is deleted thirty days after that notice. A statutory retention obligation takes precedence only for the information concerned, which is retained with restricted access and no other use.

Copies in hosting backups are then erased through backup rotation, within six weeks of the last backup containing the data. They are not returned to routine use to extend processing that has ended. Any email copies are handled separately with the relevant provider and do not prolong operational use of the data.

Rules for specific records. Completed contact-sharing and pre-call records follow the scheduled 180-day period; the relevant incomplete records follow the 24-hour period, applied during website cleanup. Appointments do not have a general automatic deletion mechanism: their retention follows the professional's instructions and the end-of-service rule above. Cancelling an appointment or hiding an item does not erase it from the database.