Ergosy

Data Processing Agreement

Annex to the agreement between Jesta Trading and the customer for the use of Ergosy

Version 1.2

Date 2026-10-20

Processor Jesta Trading, the Netherlands

Contact privacy@ergosy.com

Parties

This data processing agreement is entered into between:

Controller	Organisation name: _____ Address: _____ Company registration number: _____ hereafter: **the Customer**
Processor	Jesta Trading Company registration number: 56622511 hereafter: **Ergosy**

The parties agree as follows, pursuant to Article 28(3) of the General Data Protection Regulation (GDPR).

1. Subject matter and duration

1.1 The Customer uses Ergosy for time tracking and project administration. In doing so, Ergosy processes personal data on behalf of the Customer. The Customer is the controller; Ergosy is the processor.

1.2 The nature, purpose, categories of data subjects and types of personal data are described in Annex 1.

1.3 This agreement applies for as long as the Customer holds an account with Ergosy and ends once all personal data has been deleted or returned under clause 9.

1.4 Where this agreement conflicts with the general terms of service, this agreement prevails in respect of the processing of personal data.

2. Instructions

2.1 Ergosy processes personal data only on documented instructions from the Customer. Use of the service as described in the agreement constitutes such an instruction.

2.2 Ergosy does not process the personal data for its own purposes, does not sell it, and does not use it to train any model.

2.3 Where a legal obligation requires processing beyond those instructions, Ergosy informs the Customer before processing, unless that law prohibits such notice.

2.4 If Ergosy considers an instruction to infringe the GDPR, it informs the Customer without delay.

3. Confidentiality

3.1 Ergosy keeps the personal data confidential.

3.2 Staff and engaged third parties with access to personal data are bound by confidentiality and are granted access only to the extent their work requires it.

4. Security

4.1 Ergosy implements appropriate technical and organisational measures, described in Annex 2.

4.2 Those measures may be changed provided the level of protection is not reduced.

5. Sub-processors

5.1 The Customer gives general authorisation for the engagement of sub-processors. Those engaged at the moment this version takes effect are listed in Annex 3.

5.2 Ergosy gives at least thirty days' notice of an intended change. The Customer may object on reasoned grounds within that period; if the parties cannot agree, the Customer may terminate the agreement with effect from the end of the current month.

5.3 Ergosy imposes the same obligations on each sub-processor as agreed here, and remains fully liable to the Customer for their acts and omissions.

6. Rights of data subjects

6.1 If a data subject approaches Ergosy directly, Ergosy refers them to the Customer and reports this without delay.

6.2 Ergosy assists the Customer in responding to requests for access, rectification, erasure, restriction, objection and portability. The Customer can carry out most of these actions directly in the application.

7. Assistance

7.1 On request, Ergosy provides the information the Customer needs for a data protection impact assessment or a prior consultation.

7.2 Ergosy assists the Customer in meeting its obligations under Articles 32 to 36 GDPR.

8. Personal data breaches

8.1 Ergosy notifies the Customer of a personal data breach without undue delay, and in any event within forty-eight hours of becoming aware of it.

8.2 The notification states at least the nature of the breach, the categories and approximate numbers of data subjects and records concerned, the likely consequences, the measures taken, and a contact point.

8.3 Notification to the supervisory authority and to data subjects is made by the Customer; Ergosy provides the information required to do so.

9. Return and deletion

9.1 During the term, the Customer can export all of its data from the application at any time.

9.2 After termination, Ergosy deletes all personal data within 60 days, unless a statutory retention obligation prevents this. Within that period the Customer may request its return.

9.3 Backups are deleted in line with the normal rotation schedule described in Annex 2.

10. Audits

10.1 On request, Ergosy makes available the information needed to demonstrate compliance with this agreement.

10.2 The Customer may commission an audit no more than once a year, by an independent expert bound by confidentiality, on at least thirty days' notice and during business hours. The Customer bears the cost, unless the audit reveals a material shortcoming.

11. Transfers outside the European Economic Area

11.1 Personal data is processed within the European Economic Area.

11.2 Any transfer outside it takes place only on a valid basis under Chapter V GDPR, and after notice to the Customer.

12. Liability and final provisions

12.1 Liability under this agreement is governed by the limitation of liability in the general terms of service, save where mandatory law provides otherwise.

12.2 This agreement is governed by Dutch law. Disputes are submitted to the competent court in the Netherlands.

12.3 This agreement forms part of the general terms of service of Jesta Trading and applies from the moment the Customer creates an account. No signature is required for that.

12.4 Ergosy records which version of this agreement has applied to the Customer since when. The Customer can see this in the settings of its organisation and download there every version that has applied to it.

Annex 1 — Description of the processing

Subject matter	Providing Ergosy: time tracking and project administration for teams.
Purpose	Enabling the Customer to estimate work, record time worked, attribute it to clients, projects and tasks, and report on and invoice that time.
Duration	For as long as the Customer holds an account, plus 60 days.
Categories of data subjects	Employees, contractors and other users invited by the Customer. In addition, contacts at the Customer's own clients and prospective clients, to the extent the Customer enters them — for instance on an estimate for someone there is no agreement with yet.
Types of personal data	Name, email address, language preference and time zone. Role within the organisation, job title and work schedule. Hourly rate. Recorded time with start and end times, and the description entered by the user. Assignments to projects and tasks, and notes added by the user. Technical data: IP address and browser characteristics in log files, and sign-in timestamps.
Special categories	None. The service is not designed for them and the Customer must not enter them.

Annex 2 — Technical and organisational measures

Access

- Sign-in is passwordless, using a single-use code sent by email, valid for ten minutes and burned after five failed attempts.
- Changing an email address requires confirmation on both the old and the new address.
- Access within an organisation is governed by roles; a project can be restricted to the people who work on it.
- Access tokens for the browser extension are stored hashed and expire.

Storage and transport

- All traffic runs over TLS.

- Sign-in codes and tokens are never stored in readable form.
- Hosting: Vultr Holdings LLC (datacentrum Amsterdam), Nederland (Europese Unie).

Backups

- Frequency: Elke nacht een incrementele kopie, wekelijks een volledige.
- Retention: Veertien dagen.
- Restore time: Binnen 24 uur.
- Location: Amsterdam, Nederland.
- Off-server: De wekelijkse volledige kopie wordt buiten de server bewaard.

Oversight

- The application keeps an activity log of changes within an organisation.
- Invoiced hours are locked with a timestamp and the name of the person who locked them.
- The marketing website runs without cookies and without third-party trackers.

Annex 3 — Sub-processors

Party	Purpose	Location
Vultr Holdings LLC	Hosting van de applicatie en de database	Amsterdam, Nederland
Brevo (Sendinblue SAS)	Verzending van transactionele e-mail, zoals logincodes en herinneringen	Frankrijk

The current list is available on request at privacy@ergosy.com. Changes are notified at least thirty days in advance.