ATLAS PROTECT

PERSONAL DATA PROCESSING AGREEMENT

Standard template requiring legal validation

UNVALIDATED STANDARD TEMPLATE. This document is neither a signed agreement nor individual legal advice. Subsequent legal validation by Chloé Rezlan is required before contractual use.

This template is proposed to Atlas Protect SAS, 9 rue des Colonnes, 75002 Paris, France, hereinafter “the Processor”, and the customer identified in the applicable agreement, hereinafter “the Controller”.

Customer, contract, services and date fields must be completed before any signature.

1. Purpose and roles

This agreement describes how Atlas Protect may process personal data on the customer’s behalf for subscribed services. The customer remains responsible for lawful collection, notices and processing instructions.

2. Instructions and purposes

Atlas Protect processes data only on documented customer instructions to provide the agreed monitoring, trip management, alert and integration services. Any new purpose requires written instructions and a lawfulness assessment.

3. Data and data subjects

Categories may include professional identifiers, contact details, account information, trip references, itineraries, travel dates, passport or nationality where needed for entry rules, and location where expressly enabled. Data subjects may include customer users, travellers, passengers and professional contacts. Applicable categories must be finalised in the contract appendix.

4. Confidentiality and access

Atlas Protect limits access to authorised personnel who need the data to provide the service and who are subject to confidentiality duties. Access should be reviewed when roles change or personnel leave.

5. Security measures

Measures include authentication, account permissions, server-side secrets, separation of public and private data and proportionate service controls. The customer remains responsible for its accounts, devices and access rights. This template claims no certification or absolute guarantee.

6. Sub-processors and transfers

Atlas Protect may use providers required for hosting, payment, email and enabled AI processing. The applicable list, locations and transfer safeguards must be documented in the contract. Atlas Protect must notify intended changes and allow reasoned objection under the agreed terms.

7. Data subject rights and assistance

Taking the processing into account, Atlas Protect assists the customer with applicable access, rectification, erasure, restriction, objection and portability requests. The customer controls the response and verifies requester identity.

8. Security incidents

Atlas Protect informs the customer without undue delay after becoming aware of a personal data breach affecting the service. Available information describes the nature, affected categories, possible consequences and planned measures. The customer retains responsibility for its own notifications.

9. Audits and evidence

The customer may request information reasonably necessary to demonstrate compliance. Audit arrangements, confidentiality, cost and security are agreed in advance to protect other customers and the service.

10. Term, return and deletion

At the end of the service, data is returned or deleted according to customer instructions, contractual timeframes and applicable legal duties. Backups and retention obligations follow a documented policy.

11. Liability and governing law

Liability and governing law are those of the main agreement. This template must be reviewed against the general terms, plans, actual processing and applicable legislation before signature.