# Data Processing Addendum

ERIUS PHONE · Version 2.0 · Version 2.0 effective from 15 October 2026

Golan Europe S.L. · CIF B16546020 · Registro Mercantil de Islas Baleares, Tomo 2729, Folio 223, Sección 8, Hoja PM-82642 · Av. Blai Bonet 8, Bl. 3, Apartamento 301, Santa Ponça, 07180 Calvià, Illes Balears, Spain
Development: Protremix Technology Limited

This Addendum applies where a business Customer uses ERIUS PHONE to process personal data. It forms part of the Terms of Service between the Customer and Golan Europe S.L.

## 1. Scope and roles

1.1 This Addendum forms part of the Terms of Service (the **Terms**) and applies to the processing of Customer Personal Data by Golan Europe S.L. (**Golan Europe**) on behalf of the Customer. It is the contract required by Article 28(3) of Regulation (EU) 2016/679 (the **GDPR**). Words defined in the Terms have the same meaning here.

1.2 **Customer Personal Data** means personal data contained in Customer Data, including personal data of Guests and of persons whose data is held on a Device or in an uploaded file.

1.3 For Customer Personal Data the Customer is the controller (or acts for a controller) and Golan Europe is the processor. For the data described in clause 2.1 of the Privacy Policy Golan Europe is a controller and this Addendum does not apply.

1.4 The subject matter, nature and purpose of the processing, the types of personal data and the categories of data subject are set out in Annex 1.

## 2. Customer's instructions

2.1 Golan Europe will process Customer Personal Data only on the Customer's documented instructions. The Terms, this Addendum, the Customer's configuration of the Service and each request made through the API or the Dashboard are the Customer's instructions.

2.2 Golan Europe will inform the Customer if it considers that an instruction infringes the law that applies to Golan Europe. It is not obliged to verify the lawfulness of the Customer's instructions under laws that apply only to the Customer.

2.3 Golan Europe may process Customer Personal Data where Union or Member State law to which it is subject requires it and will, where the law permits, tell the Customer before doing so.

## 3. Customer's obligations

3.1 The Customer is responsible for the lawfulness of the Customer Personal Data and of its instructions, including: having a lawful basis for each Call and for the processing of each Guest's voice, image and words; giving the notices and obtaining the consents that the law requires; and not placing on a Device data that it is not entitled to process.

3.2 The Customer acknowledges that the Service is not designed for special categories of data such as health data, biometric identifiers used for identification, or data about children, and will not use the Service to process such data unless it has assessed the risks and has a lawful basis.

## 4. Confidentiality

4.1 Golan Europe will ensure that every person it authorises to access Customer Personal Data is bound by a duty of confidentiality and accesses the data only as needed to operate, maintain, secure or support the Service or to act on the Customer's request.

## 5. Security

5.1 Golan Europe will maintain the technical and organisational measures described in Annex 2. It may change them provided the overall level of protection is not reduced.

5.2 The Customer is responsible for the security of its API Keys, for the applications and accounts it places on a Device, and for deciding whether the measures in Annex 2 are appropriate for the data it processes.

## 6. Sub-processors

6.1 The Customer gives general authorisation to the use of sub-processors in the categories listed in Annex 3.

6.2 Golan Europe will impose on each sub-processor data-protection obligations that are in substance no less protective than those in this Addendum, to the extent applicable to the service it provides, and remains responsible to the Customer for the sub-processor's performance.

6.3 Golan Europe will give notice of the addition of a new category of sub-processor, or of a change that materially affects the processing, at least fourteen (14) days before it takes effect, by updating Annex 3 and notifying the Customer under clause 23 of the Terms. The Customer may object on reasonable data-protection grounds within that period. If the parties cannot resolve the objection, the Customer may close the Account and receive a refund of the unused part of any period it has paid for.

6.4 A service that the Customer connects to a Device as its own agent is chosen and engaged by the Customer. It is not a sub-processor of Golan Europe, and sending Call content to it at the Customer's configuration is processing on the Customer's instructions under clause 2.1.

6.5 The Customer gives its general written authorisation to the engagement of the Developer (the software developer named in the "Development" line at the end of this Addendum; United Arab Emirates), which operates the Service for Golan Europe, as a sub-processor (Annex 3).

## 7. International transfers

7.1 The Customer acknowledges that Customer Personal Data is stored in the European Union, is accessed by Golan Europe's developer and sub-processor (clause 6.5) from the United Arab Emirates, and may be processed by other sub-processors in other countries, including the United States of America.

7.2 Golan Europe will transfer Customer Personal Data outside the European Economic Area only under Chapter V of the GDPR: to a country with an adequacy decision, or under the Standard Contractual Clauses (Implementing Decision (EU) 2021/914, module 3, processor to processor) entered into with the sub-processor, with supplementary measures where required. A copy is available to the Customer on request.

## 8. Assistance

8.1 Taking into account the nature of the processing and the information available to it, Golan Europe will give the Customer reasonable assistance in: responding to requests from data subjects to exercise their

rights; and meeting the Customer's obligations on security, breach notification and, where required, impact assessments and consultation with an authority.

8.2 If Golan Europe receives a request from a data subject about Customer Personal Data, it will pass the request to the Customer without undue delay and will not answer it except to say that it has been passed on.

8.3 Assistance that goes beyond the functions of the Service and requires material effort may be charged at a rate agreed in advance.

## 9. Personal data breach

9.1 Golan Europe will notify the Customer without undue delay, and where feasible within seventy-two (72) hours, after it has confirmed a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Customer Personal Data.

9.2 The notice will be sent to the Account's contact email and will describe, to the extent known: the nature of the breach, the data and Accounts affected, the likely consequences, and the measures taken or proposed. Information that is not yet available will follow as it becomes known.

9.3 A notice under this clause is not an admission of fault or liability.

## 10. Deletion and return

10.1 During the term the Customer can retrieve the contents of a Device through the functions of the Service.

10.2 On closure of the Account, Golan Europe will delete the Account's Devices and their storage, the agent settings of each Device and the agent's memory of the Account. Customer Personal Data in encrypted backups is overwritten as the backups expire, within the period stated in clause 6.5 of the Privacy Policy. Call records are retained as stated in row 3.7 of the Privacy Policy.

10.3 Golan Europe does not log the text of Calls made after the Effective Date of version 1.2 of this Addendum. Text logs of earlier Calls (clause 6.4 of the Privacy Policy) are deleted on the Customer's request. The Customer may make that request at any time and should make it on closing the Account.

10.4 During the term the Customer can read and delete the agent's memory of its Account through the Dashboard or the API. Deletion takes effect immediately on the live Service; clause 6.5 of the Privacy Policy applies to backups.

10.5 Golan Europe may retain Customer Personal Data to the extent and for the period required by Union or Member State law, and will keep it confidential for that period.

## 11. Information and audit

11.1 On written request, and not more than once in any twelve (12) months unless a breach has occurred or an authority requires it, Golan Europe will give the Customer the information reasonably necessary to demonstrate compliance with this Addendum, in the form of written answers and available documentation.

11.2 Golan Europe holds no third-party audit report or certification at the Effective Date. Where the information under clause 11.1 is not sufficient and the law that applies to the Customer requires an audit, the parties will agree in advance the scope, timing, confidentiality terms and cost of an audit. An audit must not give access to another customer's data or put the security of the Service at risk, and is conducted remotely unless agreed otherwise.

## 12. Liability and term

12.1 The limits and exclusions of liability in the Terms apply to this Addendum.

12.2 This Addendum applies for as long as Golan Europe processes Customer Personal Data and ends when that data has been deleted in accordance with clause 10.

12.3 This Addendum is governed by the law and subject to the courts stated in clause 24 of the Terms.

## A. Annex 1: Details of the processing

| Item | Description |
|---|---|
| Subject matter | Provision of hosted Devices, the API and the Calls function to the Customer |
| Duration | The term of the Account, plus the deletion periods in clause 10 |
| Nature and purpose | Hosting and running the Device; executing API requests; transmitting Call audio and video to operate a Persona; where the Customer has enabled it, keeping a memory of earlier Calls for the hosted agent; where the Customer has connected its own agent, sending Call content to it; logging; backup; support |
| Types of personal data | Whatever the Customer places on a Device (for example account identifiers, messages, contacts, files); a Guest's voice and image during a Call; the text of what a Guest said and what the Persona replied; where enabled, images of the call screen; the summary and facts about callers held in the agent's memory; the Customer's instructions to the agent; technical identifiers such as IP addresses |
| Categories of data subject | The Customer's staff and users; Guests; persons whose data is contained in applications or files on a Device |
| Special categories | None intended (clause 3.2) |

## B. Annex 2: Security measures

| Area | Measure |
|---|---|
| Isolation | Each Device runs in its own container on its own private network. An API Key reaches only the Devices of its own Account; a request for another Account's Device receives the same refusal as for one that does not exist |
| Credentials | API Keys are stored as one-way hashes. A key is displayed once, through a single-use link |
| Transport | The website, Dashboard and API are served over encrypted connections only |
| Exposure | The debugging interface of a Device is bound to the server's loopback address. Internal services listen on loopback addresses |
| Uploads | Uploaded files are held in a restricted area from which nothing can be executed, with a size limit per upload |
| Logging | API requests are recorded in an audit log that contains no request bodies and no keys. The agent's log of a Call records events and lengths, not the text of the Call |
| Agent data | The memory of each Account is held in its own file, readable only by the agent service and the operators of the Service; the Account of a Call is taken from the device register, not from data carried by the Call. The access key of an own agent is never returned or logged; an own agent's address must be a public internet address, checked on saving and at each connection |
| Backups | Daily encrypted backups to stores from which the production server cannot delete; fourteen daily and eight weekly copies; restore tests on a schedule |
| Monitoring | Scheduled automated checks of the isolation between Accounts, of exposed network ports and of the integrity of production files |
| Access | Administrative access by key-based authentication, limited to the people who operate the Service |

| Area | Measure |
|---|---|
| Not provided | End-to-end encryption of Device contents against Golan Europe; third-party certification; a contractual availability commitment |

## C. Annex 3: Categories of sub-processor

| Category | Processing | Location |
|---|---|---|
| Software developer and operator of the Service: the Developer (clause 6.5) | Development, operation, maintenance, security and support of the Service, with access to all data on the servers as needed | United Arab Emirates (Standard Contractual Clauses) |
| Hosting and data-centre provider | Servers on which the Service and its backups run | European Union |
| Third-party AI voice and avatar services | Real-time processing of Call audio and, where enabled, call screen images to operate a Persona | May include the United States of America |
| Third-party AI language-model service | Processing of support assistant messages; after a Call in which the agent's memory is on, writing the updated memory from the text of that Call and the existing memory | May include the United States of America |
| Public connection servers (STUN) operated by network providers | When a Call is set up: the public IP address of the Guest's browser and of the Device, so that the two can connect directly. No Call content | Several countries, including the United States of America |
| Email service provider | Delivery of service emails | May include countries outside the European Union |
| Payment processor (when paid plans open) | Payment and billing data only; not Customer Personal Data on Devices or in Calls | May include the United States of America |

## Version history

| Version | Effective date | Change |
|---|---|---|
| 1.0 | 13 October 2026 | First published version. |
| 1.1 | 13 October 2026 | Annex 3: the connection servers used to set up a Call added. They were already in use when version 1.0 was published; this corrects the list and is not a new category under clause 6.3. |
| 1.2 | 13 October 2026 | Covers the agent functions added to the Service. Annex 1: the agent's settings and memory. Annex 3: the AI language-model service also writes the agent's memory; this is a change under clause 6.3. New clause 6.4: an own agent connected by the Customer is not a sub-processor. Clause 10: deletion of the memory; Call text is no longer logged. Annex 2: two measures added. |
| 2.0 | 15 October 2026 | The owner, seller and provider of ERIUS PHONE is now Golan Europe S.L. (Spain), the only party to the contract with Customers. Governing law, data-protection references and consumer rights changed to Spanish and EU law. Contact address for legal, privacy and refund matters: info@eriusphone.com. Clause 1.1 refers to Article 28 GDPR; clauses 2.3, 7 and 10.5 refer to EU law; new clause 6.5 and Annex 3: the Developer as a sub-processor (a change under clause 6.3). |