



Data processing for A2 Buddys and Ori

Data processing agreement under Art. 28 General Data Protection Regulation (GDPR) for A2 Buddys and Ori on client websites · Version 1.0 · As of 20 October 2026

Translation for convenience. The German version is binding.

Parties

Controller ("client"): the business that commissions an A2 Buddy from A2 or orders Ori for its own website – with the details from the offer, the order or the client form.

Processor ("A2"): A2 Digital Works e.U., owner Aykut Akçam, Tanbruckgasse 16-22/5/12, 1120 Vienna, Austria, FN 689975w, Commercial Court of Vienna, VAT ID ATU83724267, hello@a2digitalworks.com.

1. Subject, scope and term

1.1 A2 operates one or more A2 Buddys for the client (assistants with one defined task, e.g. Ori as website assistant, appointment intake, enquiries, invoices) and processes personal data on behalf of the client. Details are set out in Annex 1 and in the respective offer.

1.2 This agreement applies to all Buddy contracts and Ori subscriptions of A2. It becomes part of the contract when the offer is accepted or the online order is placed (Terms, sections 5a and 9). On request, both parties also sign a copy.

1.3 Term: the term of the respective Buddy contract or Ori subscription. Section 9 applies when the contract ends.

2. Nature, purpose, data, data subjects

See Annex 1.

3. Instructions

3.1 A2 processes the data only on documented instructions from the client (offer and order, settings, written requests by e-mail), unless A2 is legally required to process; in that case A2 informs the client beforehand where permitted.

3.2 A2 informs the client without delay if, in A2's view, an instruction infringes data protection law.

4. Confidentiality

A2 commits all persons with access to the data to confidentiality. At present only the owner has access to the systems.

5. Security of processing (Art. 32 GDPR)

A2 takes the technical and organisational measures set out in Annex 2 and develops them in line with the state of the art. The level of protection must not decrease.

6. Sub-processors

6.1 The client gives general authorisation for the sub-processors listed in Annex 3.

6.2 A2 informs the client by e-mail at least 30 days in advance of any addition or replacement of a sub-processor. The client may object within this period for an important data protection reason; if no agreement is reached, the client may terminate the affected Buddy or Ori subscription at the end of the period.

6.3 A2 contractually binds every sub-processor to data protection obligations equivalent to this agreement.

7. Assistance to the client

7.1 A2 assists the client in responding to data subject requests (access, rectification, erasure, restriction, portability, objection) as far as data is held by A2. Requests that reach A2 directly are forwarded to the client without delay.

7.2 A2 assists the client with security of processing, notification of personal data breaches, data protection impact assessments and prior consultation (Art. 32 to 36 GDPR) as far as the processing by the Buddys is concerned.

8. Notification of personal data breaches

A2 notifies the client of a personal data breach without undue delay, where possible within 48 hours of becoming aware of it, with the information available (nature of the breach, data and persons concerned, likely consequences, measures taken).

9. Return and deletion

9.1 Ori does not store conversation content (Annex 1). For Buddys that store data (e.g. enquiries, appointments), A2 provides the data to the client as an export on request before the contract ends.

9.2 After the contract ends, A2 deletes the client's data from the live system within 30 days. Encrypted backups may contain data until the end of the backup cycle (Annex 2), after which it is deleted.

10. Evidence and audits

On request, A2 provides the client with all information necessary to demonstrate compliance with this agreement and allows audits by the client or an auditor appointed by the client and bound to confidentiality. On-site audits take place with at least 14 days' notice, during normal business hours and without affecting other clients.

11. Third countries

A2 processes data within the European Union as a rule. Where sub-processors transfer data to third countries, this takes place only on the basis of an adequacy decision (EU-US Data Privacy Framework) or the EU standard contractual clauses (Annex 3).

12. Liability and final provisions

12.1 Liability is governed by A2's Terms and Art. 82 GDPR.

12.2 Austrian law applies. Place of jurisdiction is Vienna. This agreement is addressed to businesses.

12.3 In case of conflict between this agreement and the Terms, this agreement prevails for data processing. Should a provision be invalid, the remainder of the agreement remains valid.

Annex 1 – Subject of processing

	Ori on the client's website	Other Buddys (per offer)
Purpose	Answering questions from website visitors; on request, handing over an enquiry or appointment to the client	the task described in the offer, e.g. sorting and answering enquiries, booking appointments, preparing invoices
Types of data	Text of the questions and earlier messages of the same conversation; technically necessary connection data (IP address, time); on hand-over, the contact details entered by the visitor	Contact and communication data, appointment and order data to the extent of the task in the offer
Storage	no conversation content; per request only time, language, text volume and whether the answer succeeded	only as long as the task requires; details in the offer
Data subjects	Visitors to the client's website	The client's customers, prospects and employees
Special categories (Art. 9)	not intended; Ori asks visitors not to enter sensitive data	not intended unless expressly agreed in the offer

Annex 2 – Technical and organisational measures

- **Transmission:** encrypted throughout (HTTPS/TLS) via Cloudflare, HSTS active; Content Security Policy on the website.
- **Server:** own server at Hetzner in Germany; reachable from outside only via Cloudflare (firewall admits only Cloudflare addresses, daily self-check).
- **Access control:** administration behind Cloudflare Access and its own login; services run under restricted user accounts; keys only in protected files on the server, never in the browser.
- **Abuse protection:** rate limits per IP address and per website.
- **Backups:** daily, encrypted (AES-256). Retention: daily copies 14 days, weekly copies 8 weeks, monthly copies 12 months; deleted automatically afterwards.
- **Data minimisation:** Ori stores no conversations and sets no cookies. Public content of the client's website that Ori needs to answer is kept on A2's server in Germany.
- **AI processing:** Anthropic processes questions only to generate the answer; no use for model training under the provider's contractual terms.
- **Organisation:** system access by the owner only; credentials in a password manager; data breaches are notified under section 8.

Annex 3 – Sub-processors

Provider	Service	Location and safeguard
Hetzner Online GmbH, Industriestr. 25, 91710 Gunzenhausen, Germany	Hosting (server, backups)	Germany; data processing agreement concluded
Cloudflare, Inc., 101 Townsend St, San Francisco, CA 94107, USA	Delivery and protection (proxy, DNS)	USA/EU; EU-US Data Privacy Framework, additionally EU standard contractual clauses
Anthropic, PBC, San Francisco, USA	Generating answers (language model)	USA; data processing agreement with EU standard contractual clauses
Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland (Google Workspace)	E-mail delivery (hand-overs, confirmations); calendar for appointment Buddys	EU; data processing agreement, EU-US Data Privacy Framework or EU standard contractual clauses

Further services (e.g. a messenger or the client's CRM) are added only if agreed in the offer and are named there.

This version is also available at www.a2digitalworks.com/en/downloads/.

Contact hello@a2digitalworks.com · www.a2digitalworks.com

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