

Data Processing Agreement (DPA)

pursuant to Art. 28 of Regulation (EU) 2016/679 (GDPR) – for the use of the WordPress plugin “Wave Access” and the associated Wave Tools services

Version: July 2026

between

the Controller:

the customer who orders a paid plan for the WordPress plugin “Wave Access” or uses the associated server-side Wave Tools services. The Controller's identity results from the order and the licence data; no separate designation in this Agreement is required.

– hereinafter the “Controller” or the “Customer” –

and

the Processor:

Holger Klopmeier

Salmstraße 19a, 46509 Xanten, Germany

acting under the name “Wave Tools” (wavetools.io)

E-mail: support@wavetools.io

– hereinafter the “Processor” –

The parties enter into the following agreement on the processing of personal data on behalf of the Controller pursuant to Art. 28(3) GDPR:

1. Applicability, subject matter and duration of the Agreement

(1) This Agreement automatically becomes part of the main contract upon its conclusion – the ordering of a paid “Wave Access” plan or the use of the server-side services – without the need for a separate execution. It is drawn up in an electronic format pursuant to Art. 28(9) GDPR and does not require a signature.

(2) The subject matter of this Agreement is the use by the Controller of the WordPress plugin “Wave Access”, including the associated server-side services of the Processor (hereinafter the “Services”). In providing the Services, the Processor processes personal data on behalf of and on the documented instructions of the Controller.

(3) The duration of this Agreement corresponds to the term of the underlying licence (licence term). The Agreement terminates automatically upon expiry of the licence, without the need for separate notice of termination.

2. Nature and purpose of the processing

The processing comprises the following services:

- a) AI features: generation of alternative texts from submitted images, translation of page content into easy-to-read language (Leichte Sprache), and speech output (text-to-speech);
- b) external accessibility scan of publicly accessible pages of the Controller's website;
- c) licence management and provision of the customer account.

3. Type of personal data

(1) The processing concerns: website content and images submitted to the Services (which may contain personal data), website URLs, and the Controller's e-mail address and licence data.

(2) Content processed within the scope of the AI features (Section 2(a)) is not stored permanently. Only usage metadata (time and volume of use) is stored.

4. Categories of data subjects

- visitors to the Controller's website;
- persons who create content for the Controller's website;
- contact persons and employees of the Controller.

5. Obligations of the Processor

(1) The Processor shall process personal data only on documented instructions from the Controller, unless required to do so by Union or Member State law to which the Processor is subject (Art. 28(3)(a) GDPR); in such a case, the Processor shall inform the Controller of that legal requirement before processing, unless that law prohibits such information.

(2) The Processor shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(3) The Processor shall take all measures required pursuant to Art. 32 GDPR; the technical and organisational measures in place at the time of conclusion of this Agreement are described in Annex 1.

(4) The Processor shall immediately inform the Controller if, in its opinion, an instruction infringes the GDPR or other Union or Member State data protection provisions.

6. Sub-processors

(1) The Controller hereby grants a general authorisation for the engagement of the following sub-processors:

Sub-processor	Location	Purpose of processing	Third-country transfer / safeguards
Hetzner Online GmbH	Germany	Server hosting of the Services	none (processing in Germany)
OpenAI, L.L.C.	USA	Speech output (text-to-speech) and transcription	EU Standard Contractual Clauses / EU-U.S. Data Privacy Framework
Anthropic, PBC	USA	AI text processing (alternative texts, easy-to-read language)	EU Standard Contractual Clauses / EU-U.S. Data Privacy Framework

(2) The Processor shall inform the Controller of any intended changes concerning the addition or replacement of sub-processors. The Controller may object to such a change on important data protection grounds within 14 days of receipt of the information.

(3) The Processor shall impose on each sub-processor, by way of a contract, the same data protection obligations as set out in this Agreement.

7. Transfers to third countries

Personal data is transferred to third countries exclusively within the scope of the AI features (Section 2(a)) to the sub-processors in the USA listed in Section 6. Such transfers take place only in compliance with the requirements of Chapter V GDPR, in particular on the basis of the EU Standard Contractual Clauses or a certification of the recipient under the EU-U.S. Data Privacy Framework.

8. Assistance obligations

(1) Taking into account the nature of the processing, the Processor shall assist the Controller by appropriate technical and organisational measures, insofar as this is possible, in fulfilling the Controller's obligation to respond to requests for exercising the data subjects' rights (Art. 12 to 23 GDPR).

(2) The Processor shall further assist the Controller in ensuring compliance with the obligations pursuant to Art. 33 to 36 GDPR (notification of personal data breaches, data protection impact assessment, prior consultation), taking into account the nature of the processing and the information available to the Processor. The Processor shall notify the Controller without undue delay of any personal data breach.

9. Deletion and return

After the end of the provision of the processing services, the Processor shall, at the choice of the Controller, delete or return all personal data, unless Union or Member State law requires storage of the personal data. Deletion shall be confirmed to the Controller upon request.

10. Audit and verification rights

The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Art. 28 GDPR and shall allow for and contribute to audits – including inspections – conducted by the Controller or another auditor mandated by the Controller. On-site audits shall take place during normal business hours following reasonable advance notice.

11. Liability and final provisions

(1) The liability of the parties is governed by Art. 82 GDPR.

(2) Amendments and additions to this Agreement must be made in text form. Should individual provisions of this Agreement be or become invalid, the validity of the remaining provisions shall remain unaffected. This Agreement is governed by the law of the Federal Republic of Germany.

(3) This Agreement exists in several language versions. In the event of discrepancies, the German version shall be the legally binding version.

Annex 1 – Technical and organisational measures (Art. 32 GDPR)

The Processor has implemented in particular the following technical and organisational measures:

- Transport encryption: all data transfers between the Controller's website and the Services are TLS-encrypted.
- Server location: the server-side Services are operated on servers located in Germany (Hetzner Online GmbH).
- Access control: only authorised persons have access to the systems; keys and credentials are managed exclusively server-side.
- Backups: daily encrypted backups with rotation.
- Logging: system access and relevant processing operations are logged.
- Data minimisation: the content of AI jobs is not stored; only usage metadata (time, volume) is recorded.