Data Processing Agreement

pursuant to Article 28 of Regulation (EU) 2016/679 (GDPR)
Bobclass – Version 1.1 – effective 4 November 2026

Between

the customer that has registered a Bobclass account and accepted the Bobclass End User Licence Agreement, as identified on the signature page or in its account (the **"Controller"** or **"Customer"**),

and

Court Four Ltd, a company registered in England and Wales under company number 09119686, with its registered office at Carrwood Park, Selby Road, Leeds, LS15 4LG, United Kingdom and its correspondence address at 51 Audley Park Road, Bath, BA1 2XL, United Kingdom, the provider of the Bobclass software (the **"Processor"** or **"Bobclass"**),

each a "Party" and together the "Parties".

1. Subject matter and scope

1.1 This Data Processing Agreement ("DPA") forms part of the Bobclass End User Licence Agreement ("EULA") and any other terms under which the Customer uses Bobclass (together, the "Agreement") and governs the processing of personal data by Bobclass on behalf of the Customer in connection with the Bobclass apps and services (Bobclass Studio Manager, Bobclass Team, Bobclass Go and the web booking pages) (the "Services").

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

1.3 The Customer is the controller and Bobclass is the processor of the personal data the Customer enters into or collects through the Services ("Customer Personal Data"). This DPA does not apply to personal data that Bobclass processes as a controller in its own right, e.g. account administration, billing of the Bobclass subscription, and product analytics, which are described in the Bobclass Privacy Policy.

1.4 In the event of conflict, this DPA prevails over the Agreement with regard to the processing of Customer Personal Data.

2. Definitions

Terms such as "personal data", "processing", "controller", "processor", "data subject", "personal data breach" and "supervisory authority" have the meanings given in the GDPR. "Data Protection Law" means the GDPR, the German Federal Data Protection Act (BDSG) and other applicable national data protection laws of the EU/EEA, and, where applicable, the UK GDPR and the UK Data Protection Act 2018. "Sub-processor" means any third party engaged by Bobclass to process Customer Personal Data.

3. Instructions of the Controller

3.1 Bobclass processes Customer Personal Data only on the documented instructions of the Customer, including with regard to transfers to third countries, unless required to do so by Union or

Member State law (or UK law) to which Bobclass is subject; in that case Bobclass shall inform the Customer of that legal requirement before processing, unless that law prohibits such information.

3.2 The Agreement, this DPA and the Customer's use and configuration of the Services constitute the Customer's complete documented instructions. Further instructions must be given in writing (email to support@bobclass.com is sufficient) and must be consistent with the Agreement.

3.3 Bobclass shall immediately inform the Customer if, in its opinion, an instruction infringes Data Protection Law. Bobclass may suspend execution of the instruction until it is confirmed or amended by the Customer.

3.4 The Customer is responsible for the lawfulness of the processing, including having a valid legal basis, providing information to data subjects and, where it chooses to record special categories of personal data (e.g. health information about injuries or medical conditions of its clients), for ensuring an applicable condition under Article 9 GDPR.

4. Confidentiality

Bobclass ensures that all persons authorised to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality, and that access is limited to those who need it to provide, maintain and support the Services.

5. Security of processing

5.1 Bobclass implements and maintains the technical and organisational measures described in **Annex 2** to ensure a level of security appropriate to the risk, in accordance with Article 32 GDPR.

5.2 Bobclass may update these measures in line with technical progress, provided that the overall level of protection is not reduced.

6. Sub-processors

6.1 The Customer grants Bobclass a general written authorisation to engage Sub-processors. The Sub-processors engaged at the date of this DPA are listed in **Annex 3** and are hereby approved.

6.2 Bobclass maintains an up-to-date list of Sub-processors at bobclass.com/subprocessors and will inform the Customer of any intended addition or replacement of a Sub-processor at least **30 days** in advance by email to the account owner and/or an update to that page. The Customer may object on reasonable data protection grounds within that period. If the Parties cannot resolve the objection, the Customer may terminate the affected Services with effect from the date the change takes effect, and Bobclass will refund any prepaid fees for the unused period.

6.3 Bobclass imposes on each Sub-processor, by written contract, data protection obligations providing at least the same level of protection as this DPA, in particular sufficient guarantees regarding appropriate technical and organisational measures.

6.4 Bobclass remains fully liable to the Customer for the performance of each Sub-processor's obligations.

6.5 Payment service providers that the Customer contracts with directly (in particular **Stripe**, where the Customer connects its own Stripe account) are not Sub-processors of Bobclass. They process payment data under their own agreement with the Customer and their own terms.

7. Location of processing and international transfers

7.1 Storage location. Customer Personal Data is stored in data centres within the European Union: the application database in **Frankfurt am Main, Germany** (MongoDB Atlas) and files such as images, attachments and invoice PDFs in **Amsterdam, the Netherlands** (Backblaze B2, EU Central region). Application servers run in Frankfurt am Main, Germany (DigitalOcean) and do not store Customer Personal Data persistently. To deliver content quickly, data in transit between the Services and users may be routed through, and files temporarily cached at, edge locations of the content delivery network of BunnyWay d.o.o. (bunny.net, Slovenia, EU), which may be located outside the EU (see clause 7.3 and Annex 3).

7.2 Bobclass (United Kingdom). Court Four Ltd is established in the United Kingdom. Access to Customer Personal Data by Bobclass personnel from the UK is covered by the European Commission's adequacy decision for the United Kingdom (Implementing Decision (EU) 2025/2574, valid until 27 December 2031). Should that decision cease to apply, the Parties agree that the EU Standard Contractual Clauses (Commission Implementing Decision (EU) 2021/914), Module 2 (controller to processor), shall apply and are hereby incorporated by reference, with the Customer as data exporter and Bobclass as data importer, Clause 7 (docking) included, Option 2 (general authorisation) under Clause 9 with the notice period in clause 6.2, the optional language in Clause 11 deleted, and Clauses 17 and 18 governed by and subject to the courts of Ireland.

7.3 Sub-processors outside the EU/EEA. Where a Sub-processor or its affiliates are located in, or may access data from, a country without an adequacy decision, Bobclass ensures that an appropriate safeguard under Chapter V GDPR is in place, in particular certification under the EU-U.S. Data Privacy Framework and/or the Standard Contractual Clauses, together with supplementary measures where required. The safeguard for each Sub-processor is listed in Annex 3.

7.4 Bobclass will not transfer Customer Personal Data to any other third country except in accordance with this clause 7.

8. Assistance to the Controller

8.1 Data subject rights. Taking into account the nature of the processing, Bobclass assists the Customer by appropriate technical and organisational measures in fulfilling its obligations to respond to requests from data subjects (Articles 12–22 GDPR). The Services allow the Customer to view, correct, export and delete client records. If Bobclass receives a request directly from a data subject relating to Customer Personal Data, it will forward it to the Customer without undue delay and will not respond itself other than to refer the data subject to the Customer.

8.2 Other obligations. Bobclass assists the Customer in ensuring compliance with Articles 32 to 36 GDPR (security, breach notification, data protection impact assessments and prior consultation), taking into account the nature of processing and the information available to Bobclass.

9. Personal data breaches

9.1 Bobclass notifies the Customer without undue delay, and in any event within **48 hours**, after becoming aware of a personal data breach affecting Customer Personal Data.

9.2 The notification shall, as far as then known, describe the nature of the breach, the categories and approximate number of data subjects and records concerned, the likely consequences, and the measures taken or proposed. Information may be provided in phases. Bobclass takes reasonable steps to contain and remediate the breach.

9.3 Notification by Bobclass is not an acknowledgement of fault or liability.

10. Audits and information

10.1 Bobclass makes available to the Customer all information reasonably necessary to demonstrate compliance with Article 28 GDPR, including this DPA, its Sub-processor list, a description of its security measures and, where available, the certifications and audit reports of its hosting Sub-processors.

10.2 Where this information is not sufficient, the Customer (or an independent auditor bound by confidentiality and not a competitor of Bobclass) may conduct an audit, including an inspection, no more than once per year, with at least 30 days' prior written notice, during normal business hours and without disproportionate disruption. Each Party bears its own costs, unless the audit reveals a material breach of this DPA by Bobclass.

11. Return and deletion of data

11.1 During the term the Customer can export its client lists, sales and payments from the Services in CSV format and can delete individual records at any time. On request, Bobclass provides a complete export of the Customer's data in machine-readable JSON format.

11.2 The Customer can delete its account at any time in the Bobclass Studio Manager app under Settings > Account. Upon deletion of the account or termination of the Agreement, Bobclass deletes Customer Personal Data from its production systems within 24 hours, unless Union or Member State law requires storage. The Customer should export any data it wishes to keep, or request a full export under clause 11.1, before deleting its account.

11.3 Copies in backups are deleted automatically within a further 4 weeks as part of the normal backup rotation and are not used for any other purpose in the meantime.

11.4 Upon request, Bobclass confirms the deletion in writing.

12. Liability

The liability of each Party under this DPA is subject to the limitations and exclusions of liability in the Agreement, to the extent permitted by Data Protection Law. Article 82 GDPR remains unaffected in relation to data subjects. Nothing in the Agreement limits liability under the Standard Contractual Clauses, where they apply.

13. Term and final provisions

13.1 This DPA takes effect on the date the Customer accepts the Agreement or, if later, 4 November 2026 (a separate signature by the Customer is not required) and remains in force for as long as Bobclass processes Customer Personal Data on behalf of the Customer.

13.2 Bobclass may amend this DPA where required by changes in Data Protection Law or to Sub-processors in accordance with clause 6. Other amendments that materially reduce the protection of Customer Personal Data require the Customer's consent.

13.3 Should any provision of this DPA be invalid, the remaining provisions shall not be affected.

13.4 This DPA is governed by the laws of England and Wales and the courts of England and Wales have jurisdiction, save that (a) the Standard Contractual Clauses, where applicable, are governed as set out in clause 7.2, and (b) this does not affect the rights of data subjects or the competence of supervisory authorities under Data Protection Law. Notices under this DPA may be given by email; this prevails over any formal notice requirements in the Agreement.

13.5 The written form required by Article 28(9) GDPR is satisfied by electronic form.

Annex 1 – Description of the processing

Subject matter and purpose	Provision of the Bobclass studio management Services to the Customer: scheduling of classes and appointments, client bookings and check-in, client profiles, memberships and class packs, communication with clients (push notifications, emails, reminders, chat), invoicing, staff/instructor management, and the related hosting, support and maintenance.
Nature of processing	Collection, recording, storage, organisation, retrieval, use, transmission (e.g. reminders and notifications), restriction and erasure, by automated means.
Categories of data subjects	(a) The Customer's clients and prospective clients (studio members, students); (b) the Customer's staff, instructors and other users of the Customer's account; (c) contact persons of the Customer.
Types of personal data	• Identification and contact data: name, email address, phone number, postal address, date of birth (if entered), profile photo. • Booking and usage data: bookings, attendance and check-in history, waitlist entries, memberships, class packs and credits, appointment notes. • Financial and transaction data: prices, purchases, invoices, payment status and references. Card data is entered with and processed by Stripe and is not stored by Bobclass. • Communications: messages, emails and notifications sent through the Services. • Notes, documents and attachments the Customer chooses to upload. • Technical data: account credentials (hashed), device and push-notification tokens, log data. • Staff data: name, contact details, role and permissions, schedule.
Special categories (Art. 9)	Not required by the Services. The Customer may choose to record health-related information (e.g. injuries, pregnancy, medical conditions relevant to classes) in client notes or attachments. In that case clause 3.4 applies.
Frequency	Continuous, for the duration of the Agreement.
Duration and retention	For the term of the Agreement, followed by deletion in accordance with clause 11. During the term, retention is determined by the Customer.

Annex 2 – Technical and organisational measures (Art. 32 GDPR)

Area	Measures
Physical access control	No Customer Personal Data is stored on premises. Data is hosted in professionally operated, ISO 27001 / SOC 2 audited data centres of our hosting Sub-processors in the EU, with 24/7 security, access logging and surveillance.
System access control	Unique personal accounts for administrative access; strong passwords and multi-factor authentication on all hosting, database and source code accounts; automatic session expiry; app user passwords are never stored in plain text and are stored using salted one-way hashing; two-factor authentication available for sign-in.
Data access control	Role-based permissions within the Services (e.g. Bobclass Team permission tiers); logical separation of each Customer's data (multi-tenant isolation by account); production access for Bobclass personnel limited to what is needed for operation and support.

Encryption	All data in transit encrypted with TLS 1.2 or higher. Database storage encrypted at rest (MongoDB Atlas, AES-256). File storage encrypted at rest (Backblaze B2 server-side encryption, AES-256).
Transfer control	Data exchanged between apps and servers only via authenticated, encrypted APIs. Files are accessed only via time-limited, expiring URLs.
Input control	Logging of administrative and system events; logging of changes to records.
Availability and resilience	Replicated database cluster; automated backups, retained for 4 weeks; monitoring and alerting; documented restore procedure.
Incident management	Defined process for detecting, assessing and responding to security incidents and notifying affected Customers in accordance with clause 9.
Sub-processor management	Sub-processors selected for their security standards; written data processing agreements in place; periodic review.
Organisational measures	Confidentiality obligations for all personnel; least-privilege principle; secure development practices and dependency updates; regular review of these measures.

Annex 3 – Approved Sub-processors

Status: 4 November 2026. Current list also available at bobclass.com/subprocessors.

Sub-processor	Purpose	Data	Location of data	Transfer safeguard
MongoDB, Inc. and its affiliates (MongoDB Atlas), USA	Database hosting	All Customer Personal Data in the app database	Frankfurt, Germany (Google Cloud infrastructure)	Data stored in EU. Possible remote access by the US parent / support covered by EU-U.S. Data Privacy Framework and SCCs in MongoDB DPA.
Backblaze, Inc., USA	File storage (images, attachments, invoice PDFs)	Files uploaded or generated in the Services	Amsterdam, Netherlands (EU Central)	Data stored in EU. Possible access by US entity covered by EU-U.S. Data Privacy Framework and SCCs (Backblaze DPA).
DigitalOcean, LLC, USA	Compute for API/back-end servers (no persistent storage of Customer Personal Data)	All Customer Personal Data while processed in memory / in transit	Frankfurt, Germany (FRA1)	Data processed in EU. Possible access by US entity covered by EU-U.S. Data Privacy Framework; SCCs as fallback (DigitalOcean DPA).
BunnyWay d.o.o. (bunny.net), Slovenia	Content delivery network (CDN)	Data in transit between the Services and users; temporary cache copies of files (e.g. images); connection data (IP address, user agent)	Global edge network; company based in the EU	EU company. Transit and caching at edge locations outside the EU covered by SCCs (bunny.net DPA). No persistent storage of Customer Personal Data.
Twilio Inc. (SendGrid), USA	Transactional email (booking confirmations, reminders, invoices)	Name, email address, email content and attachments, delivery metadata	USA	Twilio Binding Corporate Rules; EU-U.S. Data Privacy Framework; SCCs (Twilio DPA)
Twilio Inc., USA	Two-factor authentication (verification codes)	Phone number and/or email of users signing in, verification events	USA / global (telecom carriers)	Twilio Binding Corporate Rules; EU-U.S. Data Privacy Framework; SCCs (Twilio DPA)
Google LLC (Firebase Cloud Messaging), USA	Delivery of push notifications to Android and iOS devices (on iOS relayed via Apple Push Notification service)	Device push token, app instance ID, notification content (e.g. class name, time, studio name)	USA / global	EU-U.S. Data Privacy Framework; SCCs (Google Firebase Data Processing and Security Terms)

Not Sub-processors: Apple (App Store Connect / Xcode crash reports) and Google (Google Play Console crash and performance reports) – these are collected by the device platform under the end user's own diagnostics settings, not by Bobclass on the Customer's behalf. Stripe (payment processing under the Customer's own Stripe agreement, see clause 6.5); Customer-initiated integrations that the Customer enables and contracts for itself.

Signatures

This DPA has been signed electronically by Court Four Ltd. Version 1.1 is the only version signed by Court Four Ltd; any copy with changes to its text is not binding on Court Four Ltd unless separately agreed in writing. It forms part of the Bobclass EULA and applies automatically to every Customer; signing below is optional. Customers who wish to keep a countersigned version on file may sign and send a scanned copy to support@bobclass.com.

Processor – Court Four Ltd

> *Signed electronically by*
> **Rob Goris**, Director
> on behalf of Court Four Ltd
> 4 November 2026

Electronic signature

Name: Rob Goris
Title: Director (CEO & Co-founder)
Date: 4 November 2026

Controller – Customer

_____

Signature

Company / studio name: _____

Name: _____

Title: _____

Address: _____

Bobclass account email: _____

Date: _____