



Data Processing Agreement HorecaMelder

Version 3 October 2026 · Co Lo Network Holding B.V. · Article 28 GDPR

Courtesy translation. This is an English translation of the Dutch *Verwerkersovereenkomst HorecaMelder* published at horecamelder.nl/verwerkersovereenkomst. In case of any discrepancy, the Dutch text prevails.

As a hospitality business, you decide why and how incidents are recorded: you are the controller. HorecaMelder processes that data on your behalf. This agreement sets out the terms that apply. Owners accept it when ordering or under My account.

Article 1. Parties and roles

- 1.1 This data processing agreement applies between the **customer** (the organisation using HorecaMelder) as **controller** and Co Lo Network Holding B.V., Chamber of Commerce 32088644, as **processor**.
- 1.2 It supplements the General Terms and Conditions of HorecaMelder. In case of conflict regarding the processing of personal data, this agreement prevails.

Article 2. Subject matter, nature and purpose

- 2.1 The processor processes personal data solely to provide the HorecaMelder service: recording incidents, drafting and archiving reports, the shift log, the work accident and ban registers, aftercare, documents, and sending alerts and reminders.
- 2.2 The processor processes the data only on the customer's written instructions. The customer's configuration and use of the service constitute those instructions. If a legal obligation requires other processing, the processor informs the customer in advance, unless the law prohibits this.

Article 3. Categories of data and data subjects

- 3.1 Data subjects: staff and users of the customer, guests and other persons involved in an incident, and contact persons of the customer.
- 3.2 Data: name, e-mail address and telephone number of users; incident notes, descriptions and, where applicable, names of persons involved; data on (suspected) criminal offences and nuisance; the nature of injuries of staff (without medical details); certificates and shift data of staff.
- 3.3 The customer ensures that it has a legal basis for this processing, that data on criminal offences is only recorded insofar as the Dutch GDPR Implementation Act (UAVG) permits, and that bans are not shared with other businesses without a permit from the Dutch Data Protection Authority.

Article 4. Security

- 4.1 The processor takes appropriate technical and organisational measures, including: encrypted connections (TLS), encryption of sensitive fields in the database (AES-256-GCM), role-based access, an immutable log with audit registration, daily encrypted backups, secure hosting in the EU and a web application firewall.
- 4.2 The processor evaluates these measures periodically and adjusts them where the state of the art or the risks so require.

Article 5. Confidentiality

- 5.1 Everyone at the processor with access to personal data is bound by confidentiality. The platform administrator has no read access to the customer's incident reports.

Article 6. Sub-processors

- 6.1 The customer consents to the use of the sub-processors listed below. The processor imposes on them the same obligations as in this agreement.
- 6.2 The processor informs the customer in advance of any new or replacement sub-processor. The customer may object on reasoned grounds within 14 days; the parties will then seek a solution together, and failing that, the customer may terminate the agreement.
- 6.3 Transfers outside the European Economic Area take place only with appropriate safeguards, such as the European Commission's Standard Contractual Clauses or the EU-US Data Privacy Framework.

Article 7. Rights of data subjects

- 7.1 If the processor receives a request from a data subject (for example access or erasure), it forwards it to the customer. The processor helps the customer respond within the statutory period, including through the export functions of the service.

Article 8. Data breaches

- 8.1 The processor notifies the customer of a personal data breach without undue delay, and no later than 36 hours after discovery, with the information the customer needs to notify the Dutch Data Protection Authority within 72 hours where required.
- 8.2 The processor immediately takes measures to limit the consequences and keeps the customer informed.

Article 9. Assistance, DPIA and audit

- 9.1 The processor assists the customer, insofar as reasonable, with a data protection impact assessment (DPIA) and with prior consultation of the supervisory authority.
- 9.2 The processor makes available the information needed to demonstrate compliance. Once a year, at its own expense and after reasonable notice, the customer may have an audit carried out by an independent expert bound by confidentiality.

Article 10. Retention and termination

- 10.1 Personal data in incident reports is automatically anonymised after 3 years. Bans are anonymised 30 days after they end and deleted after 6 months; aftercare notes are wiped one year after completion.
- 10.2 After termination of the agreement, the customer may download reports and registers for another 30 days. Thereafter the processor no longer uses the data, and personal data is anonymised in accordance with the periods above, or earlier on the customer's written request, unless a statutory retention obligation applies.
- 10.3 Backups are encrypted with a key kept outside the server and are used only to restore the service.

Article 11. Liability and term

- 11.1 Liability is governed by the General Terms and Conditions, insofar as the GDPR does not mandatorily provide otherwise.

11.2 This agreement remains in force for as long as the processor processes personal data for the customer. This agreement is governed by Dutch law.

Annex: sub-processors

Party	Purpose	Location
Webdock.io ApS	Hosting of application and database	Denmark (EU)
OpenAI	Drafting reports with AI (incident notes, no training on customer data)	United States (transfer based on OpenAI's data processing agreement)
MXroute	Sending e-mail (invoices, reminders)	Possibly outside the EU (standard contractual clauses)
Bird (MessageBird B.V.)	Alerts by SMS or WhatsApp to owners and managers	Netherlands (EU)
Stripe	Payments and subscriptions (customer data only, no incident reports)	EU and United States

Questions about this agreement? E-mail info@horecamelder.nl.