

Data Processing Agreement

Article 28 GDPR agreement between CarrierCheck B.V. (*Processor*)
and its B2B Customers (*Controllers*)

Version	1.5
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Supersedes	Version 1.4
Language	English
Applies to	B2B clients of the carriercheck[®] platform
Issued by	CarrierCheck B.V., Coolingsingel 104, 3011 AG Rotterdam, Netherlands
Trade register	KVK 99610558 • VAT NL869060545B01

This Data Processing Agreement (*the “DPA”*) forms an integral part of the Terms of Service entered into between **CarrierCheck B.V. (the “Processor”)** and the Customer using the carriercheck® platform (*the “Controller”*). It governs the processing of personal data by CarrierCheck B.V. on behalf of the Controller and is concluded pursuant to Article 28 of the EU General Data Protection Regulation 2016/679 (*“GDPR”*).

By using the CarrierCheck B.V. platform, the Controller accepts this DPA. Where the Controller requires a counter-signed copy, please contact info@carriercheck.eu or +31 10 307 3779.

Chapter 01.

Scope and Definitions

Art. 1. Definitions

Terms not defined in this DPA have the meaning given in the Terms of Service. The following definitions apply throughout:

“Controller”	The Customer of CarrierCheck B.V., who determines the purposes and means of the processing of Personal Data under the Service
“Processor”	CarrierCheck B.V., processing Personal Data on behalf of the Controller
“Personal Data”	Any information relating to an identified or identifiable natural person processed by CarrierCheck B.V. on behalf of the Controller under the Service
“Processing”	Any operation performed on Personal Data within the meaning of GDPR Art.4(2)
“Sub-processor”	Any third party engaged by CarrierCheck B.V. to process Personal Data on behalf of the Controller, as listed in Annex 2
“Data Subject”	An identified or identifiable natural person to whom Personal Data relates
“Personal Data Breach”	A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data within the meaning of GDPR Art. 4(12)

Art. 2. Subject Matter, Duration, Nature and Purpose

- 2.1. Subject matter and duration.** The subject matter of the Processing is the provision of the CarrierCheck B.V. Service to the Controller as defined in the Terms of Service. This DPA applies for the duration of the Terms of Service and survives termination as long as CarrierCheck B.V. processes Personal Data on behalf of the Controller.
- 2.2. Nature and purpose.** The nature and purpose of the Processing is the operation of a B2B carrier verification platform, including account management, billing, the execution and logging of Checks, and platform security.
- 2.3. Types of Personal Data and categories of Data Subjects.** Set out in Annex 1 to this DPA.

Chapter 02.

Roles and Obligations

Art. 3. Obligations of CarrierCheck B.V. (Processor)

- 3.1.** CarrierCheck B.V. will process Personal Data only on documented instructions from the Controller, including those reflected in the Terms of Service and this DPA, unless required to do so by EU or Dutch law (*in which case CarrierCheck B.V. will inform the Controller, unless that law prohibits such information*).
- 3.2.** CarrierCheck B.V. will ensure that persons authorised to process Personal Data are under appropriate confidentiality obligations.
- 3.3.** CarrierCheck B.V. will implement and maintain the technical and organisational security measures set out in Annex 3 in accordance with GDPR Art. 32.
- 3.4.** CarrierCheck B.V. will assist the Controller, taking into account the nature of the processing and the information available, in meeting the Controller's obligations under GDPR Articles 32 to 36 (*security, breach notification, data-protection impact assessments, and prior consultation*).
- 3.5.** CarrierCheck B.V. will make available to the Controller all information necessary to demonstrate compliance with this DPA and allow for and contribute to audits under Article 8 below.

Art. 4. Obligations of the Controller

- 4.1.** The Controller warrants that it has all necessary rights and legal bases to authorize CarrierCheck B.V. to process Personal Data as set out in this DPA, including obtaining any required consents or notices to Data Subjects.
- 4.2.** The Controller is responsible for the accuracy, quality, and legality of the Personal Data it submits to the Service.
- 4.3.** The Controller will not submit special categories of Personal Data within the meaning of GDPR Art. 9 or data relating to criminal convictions and offences within the meaning of GDPR Art. 10 to the Service, unless expressly agreed in writing.

Art. 5. Security of Processing

- 5.1.** CarrierCheck B.V. implements appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing as well as the risk to the rights and freedoms of natural persons. A description of these measures is set out in **Annex 3**.
- 5.2.** CarrierCheck B.V. reserves the right to update its security measures from time to time, provided that the overall level of security is not materially reduced.

Art. 6. Sub-processors

- 6.1. General authorisation.** The Controller grants CarrierCheck B.V. general authorisation to engage Sub-processors to perform specific processing activities on behalf of the Controller, subject to the conditions in this Article.
- 6.2. Current Sub-processors.** The Sub-processors currently engaged by CarrierCheck B.V. are listed in **Annex 2** to this DPA, which constitutes the canonical and up-to-date list.
- 6.3. New or replacement Sub-processors.** CarrierCheck B.V. will give the Controller at least **30 days' advance notice** of any addition or replacement of Sub-processors. The Controller

may object to such changes on reasonable data-protection grounds by written notice within that period. If the parties cannot agree on a resolution, the Controller may terminate the Service for the affected processing activities and, for annual plans, receive a pro-rata refund under the Terms of Service.

6.4. Sub-processor obligations. CarrierCheck B.V. will impose on each Sub-processor data-protection obligations no less protective than those set out in this DPA. CarrierCheck B.V. remains fully liable to the Controller for the performance of its Sub-processors' obligations.

Art. 7. International Transfers

7.1. CarrierCheck B.V. processes Personal Data within the European Union. Where a transfer of Personal Data to a third country or international organisation is necessary, CarrierCheck B.V. will ensure that an appropriate transfer mechanism under GDPR Chapter V is in place, in particular the Standard Contractual Clauses (SCCs) approved by the European Commission under GDPR Art. 46, supplemented where appropriate by additional safeguards.

7.2. Where a Sub-processor listed in Annex 2 has a parent or affiliate company outside the EU/EEA, the relationship between CarrierCheck B.V. and that Sub-processor is governed by SCCs as referenced in the relevant data-processing agreement.

Art. 8. Audits and Inspections

8.1. CarrierCheck B.V. will make available to the Controller, on reasonable written request and no more than once per calendar year, information reasonably necessary to demonstrate compliance with this DPA, including the most recent third-party audit reports or certifications relating to the Service or the underlying infrastructure (*such as Hetzner's ISO 27001 certification*).

8.2. Where the Controller can reasonably demonstrate that the information made available is insufficient to demonstrate compliance, the Controller may, with at least 30 days' written notice and at its own cost, conduct an on-site audit during normal business hours and in a manner that does not unreasonably interfere with CarrierCheck B.V.'s operations. The Controller and CarrierCheck B.V. will agree the scope and a reasonable confidentiality regime in advance.

Chapter 03.

Breaches, Rights and Termination

Art. 9. Personal Data Breach Notification

9.1. CarrierCheck B.V. will notify the Controller of a Personal Data Breach affecting the Controller's Personal Data **without undue delay and, where feasible, within 72 hours** of becoming aware of the breach.

9.2. The notification will contain, to the extent reasonably available, (i) the nature of the breach, including categories and approximate numbers of Data Subjects and records concerned, (ii) the likely consequences, (iii) the measures taken or proposed to address the breach and mitigate adverse effects, and (iv) the contact point for further information.

9.3. CarrierCheck B.V. will reasonably assist the Controller in fulfilling its own breach-notification obligations under GDPR Articles 33 and 34.

Art. 10. Assistance with Data Subject Rights

- 10.1.** Taking into account the nature of the processing, CarrierCheck B.V. will assist the Controller by appropriate technical and organisational measures, insofar as possible, in fulfilling the Controller's obligation to respond to requests by Data Subjects exercising their rights under GDPR Chapter III (*access, rectification, erasure, restriction, portability, objection, and rights related to automated decision-making*).
- 10.2.** Where CarrierCheck B.V. receives a request directly from a Data Subject relating to processing carried out on behalf of the Controller, CarrierCheck B.V. will, unless legally required to respond, refer the Data Subject to the Controller without undue delay and inform the Controller of the request.

Art. 11. Return and Deletion of Personal Data

- 11.1.** On termination of the Service, CarrierCheck B.V. will, at the Controller's choice, return or delete all Personal Data within **30 days** after termination, unless EU or Dutch law requires storage for a longer period (*in particular, billing records under Dutch tax law are retained for 7 years*).
- 11.2.** CarrierCheck B.V. will certify in writing on request that deletion has been carried out, and will ensure that Sub-processors do the same.

Art. 12. Liability

- 12.1.** The liability of each party under this DPA is subject to the limitations and exclusions of liability set out in the Terms of Service, except where such limitation is not permitted by GDPR or other mandatory law.
- 12.2.** Each party will indemnify the other against administrative fines and Data-Subject claims to the extent caused by that party's breach of this DPA, subject to the liability provisions of the Terms of Service.
- 12.3. Controller indemnity.** Without prejudice to Article 12.2, the Controller will indemnify CarrierCheck B.V. against any claim, administrative fine, loss or cost arising from (i) the Controller's breach of its warranties and obligations under Article 4, including the absence of a valid legal basis or required consent, the inaccuracy or illegality of data submitted, or the submission of special-category or criminal-offence data contrary to Article 4.3; and (ii) any processing instruction given by the Controller that infringes the GDPR or other applicable law.
- 12.4. No double recovery.** Any liability of CarrierCheck B.V. under this DPA forms part of, and is not additional to, CarrierCheck B.V.'s aggregate liability under the Terms of Service, to the maximum extent permitted by GDPR and other mandatory law. This Article 12 does not purport to limit any liability of CarrierCheck B.V. owed directly to a Data Subject or supervisory authority that cannot be limited under GDPR Article 82 or other mandatory law.

Art. 13. Term, Order of Precedence and Governing Law

- 13.1.** This DPA enters into force on the effective date of the Terms of Service and remains in force for as long as CarrierCheck B.V. processes Personal Data on behalf of the Controller.
- 13.2.** In the event of any conflict between this DPA and the Terms of Service or any other document, this DPA prevails in respect of data-protection matters.
- 13.3.** This DPA is governed by the laws of the Netherlands. Disputes are subject to the exclusive jurisdiction of the competent court in Rotterdam (*Rechtbank Rotterdam*).

Chapter Annex 01.

Description of Processing

Art. A1.1. Types of Personal Data Processed

The categories of Personal Data processed by CarrierCheck B.V. on behalf of the Controller are:

- × **Account data:** name, business email, job title, phone number, company name and address of Team Members of the Controller;
- × **Authentication data:** salted hashed password, session tokens, login timestamps and IP address;
- × **Billing data:** billing email, billing address, VAT identification number, payment history (*no payment-card numbers*);
- × **Usage data:** verification requests submitted, features used, timestamps, IP address and country-level location;
- × **Carrier data:** information about transport carriers from public registries, including company-level data and, where included in those registries, names of company owners or directors.

Art. A1.2. Categories of Data Subjects

- × Authorised users (Team Members) of the Controller.
- × Billing contacts of the Controller.
- × Owners or directors of transport carriers as listed in public business registries.

Art. A1.3. Purposes of Processing

- × Account management, authentication, and access control.
- × Provision of the carrier verification Service and logging of Checks.
- × Billing, invoicing and subscription management.
- × Platform security, fraud and abuse prevention.
- × Compliance with legal obligations.

Chapter Annex 02.

Sub-processors

As of the effective date of this DPA, CarrierCheck B.V. engages the following Sub-processors:

Sub-processor	Service	Location	Transfer mechanism
Hetzner Online GmbH	Hosting infrastructure and webmail	Germany (EU)	Intra-EU – no transfer
Stripe Payments Europe Ltd	Payment processing	Dublin, Ireland (EU)	EU contracting; SCCs cover any US parent-company processing
Chargebee Europe Ltd	Subscription management and billing	EU	EU contracting; SCCs cover any US parent-company processing

Annex 2 is the canonical list of Sub-processors engaged by CarrierCheck B.V..

CarrierCheck B.V. will give Controllers at least 30 days' advance notice of any addition or replacement, in accordance with Article 6.3 and the Privacy Policy.

Chapter Annex 03.

Technical and Organisational Measures

CarrierCheck B.V. implements the following technical and organisational measures pursuant to GDPR Article 32:

Art. A3.1. Confidentiality

- × Role-based access control with the principle of least privilege.
- × Salted hashed password storage using industry-standard algorithms.
- × Multi-factor authentication for administrative accounts.
- × Confidentiality undertakings for all personnel with access to Personal Data.

Art. A3.2. Integrity

- × Encryption of data in transit using TLS 1.2 or higher.
- × Encryption of data at rest at the storage layer of EU hosting infrastructure.
- × Audit logging of administrative access and significant data-processing events.

Art. A3.3. Availability and Resilience

- × Hosting on ISO 27001-certified infrastructure in the EU (*Hetzner, Germany*).
- × Regular automated backups with monitored restoration tests.
- × Network-level protection against common attacks (*rate limiting, DDoS mitigation*).

Art. A3.4. Process for Regularly Testing, Assessing and Evaluating

- × Periodic vulnerability assessments.
- × Documented incident-response procedure including 72-hour breach-notification workflow.
- × Regular review and update of these measures in line with the state of the art.