

Customer Data Processing Addendum

POPIA operator terms for customer-controlled personal information in Duewarden

Entity	TECBINO (Pty) Ltd
Document date	27 September 2026
Status	Effective

This Addendum is designed to accompany the Duewarden Terms of Service where a customer is the responsible party and TECBINO acts as an operator for personal information in Customer Data.

1. Parties and relationship

This Data Processing Addendum (DPA) forms part of the agreement between the Duewarden customer (Customer / Responsible Party) and TECBINO (Pty) Ltd (TECBINO / Operator). It applies to personal information in Customer Data that TECBINO processes for the customer solely to provide, secure and support Duewarden.

2. Processing instructions

TECBINO will process Customer Personal Information only with the customer's knowledge and authorisation, to provide Duewarden and related support, or as required by law. TECBINO will not sell Customer Personal Information or use it for unrelated advertising profiles.

3. Confidentiality and personnel

TECBINO will restrict access to authorised personnel and contractors who require access for legitimate service duties and are subject to appropriate confidentiality obligations.

4. Security safeguards

TECBINO will establish and maintain appropriate technical and organisational measures intended to protect the integrity and confidentiality of Customer Personal Information and to identify reasonably foreseeable internal and external risks, as contemplated by POPIA. Measures may include access control, least privilege, authentication controls, encryption in transit, secure configuration, logging, patch management, backups, change control and incident response.

5. Security compromises

If TECBINO has reasonable grounds to believe Customer Personal Information has been accessed or acquired by an unauthorised person, TECBINO will notify the customer without undue operational

delay after becoming aware of the relevant facts and will provide information reasonably available to assist the customer with its POPIA section 22 obligations. TECBINO will not make a public statement identifying the customer without lawful basis or the customer's approval, except where required by law.

6. Suboperators

The customer authorises TECBINO to use suboperators necessary to provide Duewarden, subject to appropriate written terms and privacy / security safeguards. TECBINO remains responsible for managing its suboperator relationships to the extent required by POPIA and the customer agreement.

Suboperator / provider	Function	Location / transfer
Amazon Web Services (AWS)	Cloud hosting, application and authentication infrastructure	eu-central-1, Frankfurt, Germany; subprocessors under AWS terms
Email infrastructure	Transactional and support email where used	Provider / country to be added to controlled suboperator register once confirmed

Paystack processes subscription payment information for TECBINO's billing relationship. It is not used as a storage provider for the customer's core Duewarden workspace records, although payment transactions may contain customer contact data.

7. International transfers

The customer authorises processing in AWS eu-central-1, Frankfurt, Germany. TECBINO will maintain a documented POPIA section 72 basis / safeguard for cross-border processing and will require appropriate transfer protections from relevant operators. Material changes to primary hosting location will be reflected in the Privacy Notice or controlled suboperator information.

8. Assistance with data-subject and regulator requests

Taking account of the nature of the processing and information available to TECBINO, TECBINO will provide reasonable assistance for the customer to respond to lawful data-subject requests, security-compromise investigations or regulator enquiries concerning Customer Personal Information. Additional work that is unusually burdensome may be chargeable where agreed and permitted by law.

9. Return and deletion

When the customer's Duewarden workspace closes, TECBINO will delete or irreversibly de-identify Customer Personal Information in the workspace within 40 days, except information TECBINO is legally authorised or required to retain. Backup copies are removed / overwritten through the configured backup lifecycle and will not be intentionally restored to active use after deletion except where necessary for disaster recovery and then re-deleted in accordance with the lifecycle.

10. Audit and compliance information

TECBINO will make reasonably available information necessary to demonstrate the safeguards required by this DPA, subject to confidentiality, security and third-party restrictions. The parties should use existing independent security / provider documentation before requesting intrusive audits. Any on-site audit must be reasonably necessary, appropriately scoped and agreed in advance.

11. Customer responsibilities

The customer is responsible for establishing a lawful basis for Customer Personal Information, giving required notices, configuring authorised access, responding to data subjects as responsible party, and ensuring that Duewarden is appropriate for the types of information uploaded.

Schedule A - processing details

Item	Details
Subject matter	Hosting and processing Customer Personal Information in Duewarden to provide equipment / asset, calibration / service scheduling, reminders, document / certificate record management and related functionality.
Duration	For the subscription term plus a closure period of up to 40 days, subject to lawful retention exceptions and backup lifecycle.
Data subjects	Customer users, employees / contractors / contacts named in customer-controlled records, supplier or service-provider contacts where entered by the customer.
Information categories	Names, work contact details, user identifiers, role information, equipment / service / calibration records that may reference individuals, notes and other customer-entered data.
Purpose	Provide, secure, support and maintain Duewarden on the customer's documented instructions.

Signatures / incorporation

This DPA may be incorporated electronically through the Duewarden Terms or signed as part of an enterprise order. If signed separately:

For the Customer

Name: _____

Title: _____

Signature: _____

Date: _____

For TECBINO (Pty) Ltd

Name: Luigi Di Leo

Title: Director

Signature: _____

Date: _____