

**Arrangement
on the processing of personal data on behalf of
Article 28 GDPR**

between

Company / Name of organization including the addition of legal form	
Address (street)	
Address (postcode and city)	
Name of representative	
Function of the representative (e.g. "managing director", "board member", "special representative according to § 30 BGB")	
Register court, if available	
Register number, if available	

– as **Principal** –

and

Liquid Democracy e.V.
Am Sudhaus 2
12053 Berlin

registered in the register of associations of the district court Charlottenburg under number 28939 B.

– as **Contractor** –

By sending the completed contract to the contractor, the Principal agrees to the terms of use on adhocracy+ (<https://adhocracy.plus/info/nutzungsbedingungen/>).

§ 1 – Underlying Contractual Relationship

(1) The contractor (processor within the meaning of Article 28 GDPR) shall process personal data on behalf of the principal (data controller within the meaning of Article 24 GDPR) in accordance with the conditions agreed below.

(2) This agreement on order processing is in connection with the agreement on the use of the platform "adhocracy.plus" operated by the contractor for the area (URL)

adhocracy.plus/	
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§ 2 – Category of Data Concerned, Purpose of Processing

- (1) The object of the contract is the processing of e-mail addresses (category of data concerned) entered by the principal on the platform so that the contractor contacts the persons concerned by e-mail in order to invite them to participate in one or more participation procedures initiated by the principal.
- (2) The contractor shall initially store the e-mail addresses entered by the principal in a database. As soon as the principal instructs the contractor to do so, the contractor shall send a message (hereinafter referred to as "Invitation") to each of the stored e-mail addresses, informing the respective recipient of the possibility of participating in the participation proceedings of the principal.
- (3) The order for the processing of the respective e-mail address ends as soon as
 - a) the invited person has accepted the invitation by joining the participation procedure of the contracting authority; or
 - b) the invited person has refused the invitation; or
 - c) 45 days have elapsed since the invitation was sent without the invited person having responded; or
 - d) 45 days have elapsed since the storage of an e-mail address without the principal having arranged for an invitation to be sent to this address.
- (4) The circle of affected parties is limited to those persons whose e-mail addresses the principal provides to the contractor for the purpose of processing.
- (5) The processing and use of the data takes place exclusively within the territory of the European Union. This shall also apply to any further commissioned processors.
- (6) This order begins as soon as the contractor grants access to the platform in accordance with § 1 Para. 2 at the request of the principal.
- (7) Any agreement to change the processing in relation to this contract requires text form in order to be effective.

§ 3 – Rights and Obligations of the Principal

- (1) The principal alone is responsible for assessing the permissibility of data collection and processing and for safeguarding the rights of the data subjects.
- (2) The principal is entitled to satisfy himself before the start of the data processing and then regularly that the technical and organisational measures taken by the contractor have been complied with (Article 28 paragraph 3 letter c GDPR). The principal may also have this control carried out by a third party.
- (3) The principal shall inform the contractor without delay if it detects errors or irregularities in the inspection of the results of the order.
- (4) The principal is obliged to treat confidentially all knowledge about data security measures of the contractor acquired within the scope of the contractual relationship.

§ 4 – Obligations of the Contractor

- (1) The contractor processes personal data exclusively within the framework of the agreements made and according to the instructions of the principal. The contractor shall not process the data for any other purpose, in particular not for its own purposes. The contractor's right to process data for its own purposes remains unaffected if there is a separate contractual relationship between the party concerned and the contractor regarding the use of the Platform, in particular if the party concerned has registered on the platform on the basis of the invitation.
- (2) The contractor guarantees that all persons authorized to process the personal data have committed themselves to confidentiality.
- (3) Upon request, the contractor shall provide the principal with the information required for its processing directory and for the fulfilment of its obligations pursuant to Chapter III of the GDPR and support it in complying with the obligations set out in Articles 32 to 36 of the GDPR.
- (4) In the area of processing personal data in accordance with the contract, the contractor warrants that all agreed measures will be carried out in accordance with the contract. He assures that the processed data will be separated from other databases.
- (5) The contractor shall inform the principal immediately if, in the contractor's opinion, an instruction issued by the principal violates statutory provisions. The contractor shall be entitled to suspend the execution of the corresponding instruction until it has been confirmed or changed by the principal's responsible party.
- (6) The contractor agrees that the principal is entitled at any time to check compliance with the provisions on data protection and the contractual agreements to the necessary extent itself or by third parties, in particular by obtaining information and inspecting the stored data and data processing programs as well as other on-site checks. The contractor assures to cooperate in these controls, as far as this is necessary.
- (7) At the end of the contract for the processing of the personal data concerned in each case, the contractor shall delete this personal data, subject to paragraph 1 sentence 3.

§ 5 – Other Contract Processors

- (1) The principal is aware that the contractor does not run the program code used for the collection and processing of the data on a server at his own company headquarters, but has rented storage space on web servers in computer centres of Hetzner Online GmbH, 91710 Gunzenhausen (hosting provider as further order processor). The contractor assures that he has carefully selected these further contract processors with special consideration of the suitability of the technical and organizational measures taken by him.
- (2) The contractor shall ensure that the agreed regulations between the principal and the contractor also apply to the further contract processors. In particular, the principal shall be entitled to carry out on-site inspections at the further contract processors or to have them carried out by third parties. The contractor shall regularly check compliance with the obligations. The result of the inspections shall be documented. The forwarding of data is only permissible if the further contract processors fulfil the requirements of Article 28 GDPR. The contract with the other contract processors must contain provisions according to which the responsibilities of the contractor and the other contract processors are clearly defined. This shall also apply to the responsibilities between these further processors.

§ 6 – Data Protection Officer of the Contractor

We have appointed as external data protection officer: Franz Wegener, Wegener & Adamaszek Rechtsanwälte PartG mbB, Friedrichstr. 115, 10117 Berlin, wegener@wa-recht.de, (030) 33021901.

§ 7 – Technical and Organisational Measures Pursuant to Article 32 GDPR

(1) The technical and organisational measures set out in the Annex shall be binding.

(2) The contractor shall inform the principal immediately of any disturbances, infringements of data protection regulations by the contractor or persons employed by him or the contractor as well as any suspicion of data protection infringements or irregularities in the processing of personal data. This shall also apply in particular with regard to any information obligations of the principal pursuant to Articles 33 and 34 GDPR. The contractor undertakes to support the principal in his obligations under Articles 33 and 34 GDPR.

Annex - Technical and Organisational measures for the Security of Processing Pursuant to Article 32 GDPR

Access Control (physical):

The software used for data collection and processing as well as the databases are located in computer centres of Hetzner Online GmbH, to which access is secured, as it results from the description of the technical and organisational measures of the subcontractor (see further appendix).

Zugriffskontrolle:

Access Control (digital):

Only a limited number of employees have access data at the disposal of the contractor which are necessary for changing the program code used or for viewing the processed data.

Anonymization / Pseudonymization:

Since the commissioned processing consists of sending e-mails to recipients whose addresses are specified by the principal, neither anonymisation nor pseudonymisation of these e-mail addresses is possible without missing the purpose of processing.

Integrity of the Data:

Data transmission between the principal and the contractor's web server is encrypted with TLS. After receiving the entered e-mail addresses, the contractor shall display the received e-mail addresses to the principal on the screen. Only when the principal has confirmed the correctness of the e-mail addresses received will they be processed further by the contractor for the purpose of sending messages. E-mails which the contractor sends to the addresses specified by the principal within the scope of the commissioned processing shall be encrypted with S/MIME insofar as the mail servers of the recipients permit this.

Availability and Resilience:

The data centers of the other contract processors are protected against power failures by an emergency power supply; moreover, the data is always mirrored and available at several geographical locations. The other order processors prevent overloads by means of a load balancing system. Data processing is not time-critical and does not affect vital functions or significant material assets.

Recovery:

The contractor shall have regular - at least daily - backups made of its software and database contents. The contractor can fall back on these backups at short notice should an error occur in the database.

Regular Review of the Effectiveness of the Measures:

The contractor shall review, evaluate and evaluate the effectiveness and adequacy of all measures listed here on a six-monthly basis. Should it turn out that a measure is no longer effective or that technical progress makes another measure appear more appropriate, the contractor shall adapt the measures concerned here after consultation with the principal.

General Terms of Use

§ 1 - Provider, content of the offer

(1) Provider of the website adhocracy.plus (hereinafter referred to as "Platform") is Liquid Democracy e.V., Am Sudhaus 2, 12053 Berlin (hereinafter referred to as "Provider"). The following conditions regulate the rights and obligations between the provider and the respective user of the platform.

(2) The provider operates the platform in order to

(a) to enable organisations (e.g. associations, NGOs, municipalities or other public bodies) to publish certain procedures for citizen or member participation (hereinafter "procedures") online on the Platform; and

(b) to enable participants (e.g. citizens of a municipality or members of an association) to participate in such proceedings online.

§ 2 - Access requirements, registration

(1) Every visitor to the platform may view the status of a procedure and the associated discussion contributions without special prerequisites, provided that an organisation has made its procedure accessible to the general public. It is up to the respective organisation to decide whether it reserves the right to inspect and participate in one of its proceedings to certain participants, e.g. by making it dependent on membership.

(2) Any organisation registered in accordance with paragraph 4 may establish procedures on the platform and offer participation to participants (hereinafter "publish").

(3) Participation in a procedure may take the form, for example, of adding discussion contributions or comments (hereinafter "contributions") or participating in a survey or vote.

(4) The publication of and participation in procedures requires prior registration as an organisation or participant (collectively referred to as "User") on the Platform. There is no entitlement to registration against the provider.

(5) Each user can apply online for his registration on the platform by entering a user name (pseudonym) of his choice, his e-mail address and a password of his choice. Alternatively, registration can be applied for on the basis of an existing user account with Google, GitHub or Twitter. If the provider accepts the registration application, the user will receive a corresponding confirmation by e-mail.

(6) Only one registration is permitted for each user. A representative or fiduciary registration for third parties is inadmissible. The provider reserves the right to terminate user relationships without notice if they are based on multiple registration of the same person or on representation or trust for a third party.

(7) Visiting the platform, registering as a user, setting up procedures and participating in them are free of charge.

§ 3 - Participation, granting of rights

- (1) Each participant undertakes to submit only those contributions which have been written by him personally and are based on his personal convictions and considerations.
- (2) Unless otherwise indicated in a procedure, a participant's contribution will be published on the platform together with the participant's name, so that the contribution can become part of the public discussion of the procedure.
- (3) The participant grants the provider and the organisation operating the respective procedure the right to publish, reproduce, make publicly accessible and otherwise distribute all components of the contribution (texts, images, audiovisual content and other data), including the participant's name, for example in printed form to document the procedure. The grant is made as a simple right without temporal or geographical restrictions.
- (4) The participant guarantees the provider and the organisation that he has all necessary rights to all components of his contribution; this also applies to the personal rights of persons depicted or reproduced in any photos, video or audio files submitted. The participant exempts the provider and the organisation from all claims made by third parties due to possible infringements of rights by the contribution. The claim for indemnification also includes the costs of an appropriate examination and, if applicable, legal defence which become necessary in such a context, unless the participant is not responsible for the third party's complaint.
- (5) The granting of rights is free of charge.

§ 4 - Quality assurance

- (1) An organisation may refrain from publishing a contribution or remove a published contribution from the platform if, at its own discretion, it is convinced that the contribution is not conducive to the intended objective dispute in the respective procedure. This is in particular the case if a contribution
 - is not related to the subject of the proceedings,
 - is exhausted in the reproduction of opinions or other statements of third parties, without revealing any own opinion of the participant,
 - is insulting in content or form, which cannot be tolerated even under consideration of freedom of opinion,
 - contains or constitutes an infringement of any right, such as libel, slander, sedition, coercion, extortion, threat or infringement of copyright, trademark or publicity rights.

Please consider the [Netiquette](#).

- (2) Where an organisation imposes its own conditions on participation, such conditions shall prevail over the provisions of paragraph 1.

§ 5 - Termination of the user relationship

- (1) Each party may terminate a user relationship at any time by giving notice in text form. If the provider provides a technical function on the platform for termination by a user, this shall also preserve the form.

(2) The termination of a user relationship by a participant shall not affect the rights granted to the provider and the organisations to the participant's contributions up to that point; these shall continue to apply. The participant's legally indispensable rights remain unaffected, e.g. to recall his rights, to revoke or to terminate for good cause.

(3) Contributions of a participant remain publicly accessible on the platform even after termination of the user relationship, however, the participant name originally published with a contribution will be removed and replaced by a notice that the authoring participant is no longer active on the platform.

(4) The platform is operated for an indefinite period of time; the user is not entitled to an unlimited term or a certain availability ("up-time").

§ 6 - Liability

(1) The processes of the platform shall be automated, in particular the establishment of procedures and the publication of contributions. The provider does not check data submitted online by users for appropriateness of content, factual correctness or any legal infringements before publication. The provider will, however, within the scope of his legal obligations, immediately investigate concrete indications of problematic content.

(2) The liability of the provider for financial losses is excluded; this does not apply if a financial loss is based on intent or gross negligence of the provider, its legal representative or one of its vicarious agents. The liability of the provider for damages resulting from injury to life, body or health, which is based on a negligent breach of duty by the provider or an intentional or negligent breach of duty by a legal representative or vicarious agent of the provider, remains unaffected.

§ 7 - Changes to the Terms of Use

(1) From time to time it may be necessary to amend these Terms of Use. In such a case, the Provider shall notify the User of the intended change by e-mail at least six weeks before it comes into effect.

(2) If the user does not object in text form within four weeks of receipt of the announcement, his consent to the change shall be deemed to have been given. The provider will specifically draw the user's attention to this legal consequence of tacit consent in the announcement.

(3) If the user objects to the announced change in due time, the change shall not take effect with regard to this user.

§ 8 - Applicable law

The use of the platform is subject to the laws of the Federal Republic of Germany to the exclusion of the conflict of laws rules of international private law. This choice of law does not apply if it would restrict the mandatory legal rights of a consumer with permanent residence abroad.