

Data processing agreement

1. Introduction

This Data Processing Agreement (“Agreement”) is part of the Terms of Service (“ToS”) between **Hostup AB** (Org. No. 559290-1325) (“HostUp,” “we,” “us,” or “our”) and you (“Customer” or “you”). By using our **VPS hosting** services (“Service”), you acknowledge and accept this Agreement.

2. Purpose and scope

1. **VPS focus:** This Agreement applies to personal data you store, process, or transmit on your VPS hosted by HostUp.
2. **Outside scope:** This Agreement does not govern data collected through our website (e.g., via Cloudflare, payment processors, or analytics tools) or any data processing outside the VPS environment. Those activities are covered under our general Terms of Service and Privacy Policy.

3. Roles and responsibilities

1. **Data Controller (you):** You determine the purposes and means of processing any personal data on your VPS. You are responsible for ensuring compliance with applicable laws (e.g., GDPR).
2. **Data Processor (HostUp):** We provide the VPS infrastructure and limited technical support. We do not actively access, review, or manipulate the data you store on the VPS unless it is necessary for technical maintenance or required by law.

4. Data location and sub-processors

1. **Data location (VPS):** Your VPS data is hosted on servers located **in Sweden**. We do not transfer that data outside of the EU/EEA as part of our normal operations.
2. **Third-party sub-processors:**
 - **Fortnox (Sweden/EU)** for billing/accounting.
 - **Cloudflare** for website security and performance (this primarily protects our website and control panel, not the data on your VPS).
 - Other sub-processors may be used for administrative or maintenance tasks. We ensure each sub-processor provides sufficient guarantees to meet applicable data protection requirements.
3. **No international transfers (VPS data):** We do not move your VPS data outside Sweden/EU unless required by law or unless you instruct us to do so (e.g., if you set up connections from the VPS to an external service).

5. Minimal access and processing

- **Limited role:** HostUp acts in a passive capacity for the VPS data, providing only the physical and virtual infrastructure. We do not dictate how you collect, store, or use personal data on your VPS.
- **Technical support or maintenance:** We may occasionally need to access the VPS for troubleshooting or hardware/software maintenance. Such access is strictly limited to what is necessary to perform these tasks and always authorized by you before said access is granted.

6. Security measures

1. Our responsibility:

- We maintain reasonable technical and organizational measures to secure our data centers and physical infrastructure.
- We grant server access on a strict per-person basis to authorized personnel only.
- Where possible, we employ encryption measures to add an extra layer of protection for data at rest and in transit.

2. Your responsibility:

- You are responsible for implementing adequate security measures within your VPS (e.g., firewalls, encryption, timely security patches).
- You must ensure that credentials (root passwords, SSH keys) are secure and updated regularly.

7. Breach notification

- If HostUp becomes aware of a personal data breach that affects VPS data under our control (e.g., due to unauthorized access to our infrastructure), we will notify you **without undue delay**.
- We will provide all relevant information to help you meet any legal obligations to report the breach to authorities or data subjects.

8. Retention and deletion

1. **VPS data:** Upon cancellation or termination of your VPS service, we will delete all data stored on the VPS. If we retain any backups, they will also be deleted within a short period as part of our routine cleanup procedures.
2. **Billing data:** We retain customer billing and account records (in Fortnox and our systems) for as long as required by Swedish bookkeeping and tax laws (typically **7 years**).

9. Liability

- **Limitation:** Our liability under this Agreement is governed by our ToS, which generally limits our total liability to the amount paid by you in the preceding 12 months.
- **Indirect damages:** We are not liable for indirect or consequential damages such as lost profits or data, consistent with our ToS.

10. Governing law

This Agreement is governed by **Swedish law**, and any disputes arising hereunder shall be resolved in accordance with the dispute resolution terms specified in our ToS.

11. Changes to this agreement

- We may modify this Agreement to reflect updates in legislation or our processes. Updates will take effect upon posting on our website or by otherwise notifying you in a suitable manner.

12. Contact

- **Hostup AB**
- Org. No.: 559290-1325
- **Email:** info@hostup.se

By continuing to use our VPS Service, you confirm that you have read, understood, and agree to this Data Processing Agreement.