

Singulart Studio

Data Processing Agreement (DPA)

Annex to the Terms of Use and Sale, for the processing of your visitors' and buyers' data

Last updated: 28 September 2026

Courtesy translation. This English version is provided for information only. The French version is the only legally binding version; in the event of any discrepancy, the French version prevails.

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1. Purpose and parties

This data processing agreement (the "DPA") supplements the Singulart Studio Terms of Use and Sale (the "Terms") and the Studio Privacy Policy. It applies when you (the "Artist", the "controller") use Studio to operate a website on which personal data of your visitors and buyers (the "Data Subjects") is processed by **SINGULART**, a French simplified joint-stock company (société par actions simplifiée) whose registered office is at 25 rue du Petit Musc, 75004 Paris, registered with the Paris Trade and Companies Register under number 827 756 495 ("Singulart", the "processor"), acting on your behalf and on your documented instructions. In the event of any conflict between this DPA and the Terms on the matters it governs, this DPA prevails. This DPA takes effect automatically, without any separate signature, as soon as the Artist accepts the Terms, and for the entire term of their Studio subscription.

2. Definitions

The terms "personal data", "processing", "controller", "processor", "personal data breach" and "supervisory authority" have the meaning given to them by Regulation (EU) 2016/679 of 27 April 2016 (the "GDPR").

3. Subject matter, nature and purpose of the processing

Singulart processes the personal data described in Article 5 on behalf of the Artist, for the sole purposes of:

- hosting and operating the Artist's website, including forwarding the emails of its domain name;
- receiving and passing on to the Artist the messages sent through the contact form of their website;
- facilitating and recording the orders and payments made on the website with Stripe, issuing the invoice in the Artist's name and keeping its records, and sending the buyer the confirmation of their order;
- measuring the website's traffic exclusively on behalf of the Artist, the reports presented to the Artist being aggregated.

The processing pursues no other purpose, and in particular no purpose of Singulart's own (marketing, resale of data, or any other use on its own account).

4. Term

This DPA applies for the entire term of the Artist's Studio subscription, and until the data concerned is deleted or purged in accordance with Article 8 below.

5. Categories of data subjects and of data

Website visitors. Pages viewed and their date, the page or site of origin and its domain name, the campaign parameters present in the link followed, approximate country, browser language, browser and device type, as well as the measurement cookies described in the Cookie Policy of the Artist's website. **No IP address is kept in this data.** **People who used the contact form.** Name, email address, subject and content of the message and, where applicable, the artwork from which the form was opened. **Buyers.** Name, email address, telephone number where applicable, billing address, delivery address and name of the recipient where different, language of the order, and order details. This data is collected by Stripe at the time of payment, passed on to the Artist for the performance of the sale, and **kept by Singulart with the order** for the purpose of issuing and keeping the invoice. In its normal operation, the Service processes no special categories of data within the meaning of Article 9 of the GDPR.

6. Obligations of the processor (Singulart)

Singulart undertakes to:

- process personal data only on the documented instructions of the Artist, including with regard to transfers of data to a third country. Where processing is required of it by applicable law outside

any instruction from the Artist, Singulart informs the Artist before carrying out that processing, unless that law prohibits it from doing so on important grounds of public interest;

- ensure that the persons authorized to process the data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- implement the appropriate technical and organizational security measures provided for in Article 32 of the GDPR (encryption in transit, access controls, password hashing, logging);
- comply with the conditions for engaging a sub-processor described in Article 9 below;
- taking into account the nature of the processing, assist the Artist, insofar as possible, in responding to requests from data subjects exercising their rights;
- assist the Artist in complying with their obligations under Articles 32 to 36 of the GDPR (security, breach notification, impact assessments), taking into account the nature of the processing and the information available to Singulart;
- at the choice of the Artist communicated before the end of the relationship, delete or return all the personal data concerned at the end of the provision of services, and delete existing copies, unless a legal retention obligation applies (see Article 8);
- make available to the Artist the information necessary to demonstrate compliance with the obligations set out in this article, in particular in the form of documentation describing the security measures implemented. Where this documentation is not sufficient to answer their request, the Artist may request an audit, including an inspection, subject to 30 days' prior written notice, limited to one audit per year save for a legitimate reason (reasonable suspicion of a breach, or an established data breach), during business hours and without disrupting other Artists or the shared infrastructure. The costs of such an audit are borne by the Artist requesting it, unless it reveals a significant failure by Singulart to meet its obligations, in which case they are borne by Singulart.

7. Obligations of the controller (the Artist)

The Artist warrants that they have a valid legal basis for collecting the data of their visitors and buyers and for communicating it to Singulart; undertakes to publish their own privacy information and terms for their visitors, using in particular the template made available by Singulart (see the Terms, clause "Your own terms of sale"); and undertakes not to give Singulart any instruction that would infringe the GDPR or any other applicable data protection law.

8. What happens to the data at the end of the relationship

The data covered by this DPA follows the retention periods published in the Studio Privacy Policy, in particular:

- website content, artworks, sales history and contacts: kept for 1 year after termination of the subscription, then purged;
- website traffic measurement data: the corresponding cookies expire after thirteen months at the latest, and the data is not kept beyond twenty-five months;
- email forwarding routing data (including the messages sent through the contact form): deleted 30 days after termination, and immediately in the event of account deletion;
- accounting data relating to orders (invoices, transactions): kept for 10 years in accordance with Article L123-22 of the French Commercial Code.

9. Sub-processors

The Artist grants Singulart a general authorization to engage the sub-processors listed in Annex 1 to perform the Service. Singulart informs the Artist of any addition or replacement of a sub-processor 30 days before it processes any data; during this period, the Artist may object on reasonable grounds relating to data protection. Failing any objection within this period, the new sub-processor is deemed accepted. Singulart remains fully liable to the Artist for the performance of the obligations of the sub-processors it has engaged.

10. Transfers outside the European Union

Where a sub-processor processes data outside the European Economic Area, Singulart relies on appropriate safeguards recognized by the GDPR, such as the European Commission's Standard Contractual Clauses and, where applicable, the provider's certification under the EU-US Data Privacy Framework. The details for each sub-processor are set out in Annex 1.

11. Personal data breach

In the event of a personal data breach affecting the data covered by this DPA, Singulart informs the Artist without undue delay and at the latest within 48 hours of becoming aware of it, so as to enable the Artist to meet, where applicable, the 72-hour deadline that applies to them with respect to their supervisory authority. This notification describes, insofar as possible, the nature of the breach, the categories and approximate number of persons and data concerned, and the measures taken or proposed to remedy it.

12. Liability

Each party is liable for the damage directly caused by a breach of its own obligations under this DPA and the GDPR, under the conditions and within the limits provided for in Article 82 of the GDPR and in the "Liability" clause of the Terms.

13. Miscellaneous

This DPA is governed by the law applicable to the Terms (see the "Governing law and disputes" clause).

Annex 1. Sub-processors (as at the date hereof)

Sub-processor	Service	Processing location	Transfer safeguard
Amazon Web Services (AWS)	Hosting, technical logs, CDN (CloudFront), DNS (Route 53)	European Union, Paris and Frankfurt regions; CDN points of presence worldwide	Standard Contractual Clauses
Stripe	Processing of payments and payouts (Stripe Connect), on behalf of the Artist. Stripe also acts as an independent	United States	Standard Contractual Clauses and EU-US Data Privacy Framework

Sub-processor	Service	Processing location	Transfer safeguard
	controller for what regulations require of it in its own right, in particular fraud prevention and anti-money laundering.		
Customer.io (Peaberry Software, Inc.)	Routing of the website's emails: contact form message to the Artist, order confirmation to the buyer	European Union	Not applicable, processing within the European Union
Forward Email	Forwarding of the emails of the Artist's domain name	United States	Data Privacy Framework
hCaptcha (Intuition Machines, Inc.)	Protection of the contact form against automated submissions	United States	Data Privacy Framework
SpeedCurve	Measurement of page loading speed, activated only after the visitor's consent	United States	Data Privacy Framework
Sentry	Reporting of technical errors occurring in the visitor's browser	European Union	Not applicable, processing within the European Union