we fly kites

We Fly Kites Pty Ltd

Data Processing Agreement (DPA)

ABN 74 646 626 360 | 468 High Street, Preston, Victoria 3072, Australia

Version 1.3 | Effective date: 16 November 2026

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1. Purpose

This Data Processing Agreement ("Agreement") governs the processing of personal data by We Fly Kites Pty Ltd ("Processor") on behalf of the Customer ("Controller") in connection with Breeze Cloud and Breeze FX (cloud-based hosting and AI processing services). Breeze Windows and Apple software are locally installed applications operated by the Controller. Local processing in those applications is not processing by the Processor under this Agreement (see section 9).

2. Roles of the Parties

- The **Controller** determines the purpose and means of processing personal data.
- The **Processor** processes personal data solely on behalf of, and in accordance with, the Controller's documented instructions.

The Processor is an Australian entity and handles personal data in accordance with the Australian Privacy Act 1988 (Cth) and the Australian Privacy Principles ("APPs"). Where the GDPR or the UK GDPR applies to the processing (including where the Controller is established in the European Economic Area or the United Kingdom, or the processing relates to data subjects there), the Processor will additionally process personal data in compliance with the GDPR and/or the UK GDPR as applicable.

3. Subject Matter and Duration

- **Subject Matter: Hosting, management, and processing of event photos and related data through Breeze Cloud and Breeze FX.**
- **Duration:** This Agreement remains in effect for as long as the Processor provides services to the Controller.

4. Nature and Purpose of Processing

The Processor provides cloud-based software services that may involve:

- Hosting, managing, and delivering event photos via Breeze Cloud;
- Processing images and effects through Breeze FX;
- Deletion of data on request by the Controller, and automatic deletion of Breeze FX source and result images after seven (7) days.

5. Categories of Personal Data and Data Subjects

- **Categories of Data: Photos; optional contact details (email or phone number); survey responses and other information captured in the applications and synchronised to Breeze Cloud, the scope of which is determined by the Controller.**
- **Data Subjects: Event participants and booth users. Operators' licence-account data is not processed under this Agreement (see section 9).**

6. Data Location

Breeze Cloud stores and processes event photos and related data primarily in the European Union, through the EU-based sub-processors listed in section 8. For resilience, the Breeze Cloud database is replicated to Amazon Web Services in the United States, where it is used for backup and, if the EU region is unavailable, for failover.

Other processing outside the EU happens only when the Controller chooses an optional feature that needs it: email delivery of photos through the built-in email service (Postmark, United States) or **Breeze FX** AI effects (providers in the United States, Australia, Singapore, Malaysia and India, depending on the effect; see section 8.2). Separately, the Processor's own personnel administer and support the service from Australia, error diagnostics are sent to Sentry, and Cloudflare carries traffic through its data centre nearest each visitor (section 8.1). All such transfers are made under the safeguards in sections 8 and 10. All data in transit is encrypted using **HTTPS/TLS**.

7. Processor Obligations

The Processor shall:

1. Process personal data only under the Controller's documented instructions, which are this Agreement and the optional features the Controller enables;
2. Ensure confidentiality of personnel handling personal data;
3. Implement appropriate technical and organisational security measures;
4. Notify the Controller without undue delay, and in any event within forty-eight (48) hours of becoming aware, of any personal data breach;
5. Assist the Controller with data subject rights as set out in section 13;
6. Return or delete personal data upon termination of services in accordance with section 14;
7. Not use personal data for the Processor's own purposes, including to train or improve the Processor's models or products;
8. Inform the Controller without undue delay if, in the Processor's opinion, an instruction infringes the GDPR, the UK GDPR, or the Australian Privacy Act 1988 (Cth);
9. Provide the information already set out in this Agreement to assist the Controller with data protection impact assessments and consultations with supervisory authorities. Any further assistance is chargeable at the Processor's standard rates, payable by the Controller in advance.

Privacy enquiries may be sent to contact@breezesoftware.com.

8. Sub-Processors

Breeze Cloud (hosted on Amazon Web Services, with Vultr used until the migration is complete) is the base hosting and compute service for every cloud user. Beyond that base, the Controller chooses which optional features to enable, and each feature engages additional sub-processors only when it is used. The sub-processors below are grouped on that basis. The Processor will give the Controller at least thirty (30) days' notice of any intended addition or replacement of a sub-processor, by updating the list at breezesoftware.com/dpa and emailing every address subscribed to sub-processor updates on that page. The Controller is responsible for subscribing, and keeping subscribed, an address that will receive these notices. The Controller may object within thirty (30) days of the notice. If the Controller objects, the Processor may disable the affected feature rather than continue that sub-processor.

8.1 Core

Engaged for every Breeze Cloud user, as the hosting, delivery, security and monitoring platform for Breeze Cloud.

Sub-processor	Location	Processing activity	Transfer safeguard
The Constant Company, LLC (Vultr)	Germany (EU); US entity	Hosting and compute for Breeze Cloud, including the Processor's own Breeze FX services such as	SCCs; DPF where certified

Sub-processor	Location	Processing activity	Transfer safeguard
		WiggleGram	
Amazon Web Services, Inc. (AWS)	EU (primary); USA (database replica for backup and failover); US parent company	Hosting, compute, storage and database for Breeze Cloud	DPF (certified); SCCs
Cloudflare, Inc.	Global network (nearest data centre); US entity	Content delivery, load balancing and security (including DDoS protection) for Breeze Cloud	SCCs; DPF (certified)
Functional Software, Inc. (Sentry)	USA	Error and performance monitoring for Breeze Cloud. Configured not to send personal data by default; an error report may incidentally contain it	SCCs; DPF (certified)

8.2 Feature-specific

Engaged only when the Controller enables the relevant optional feature; these process customer and participant event data.

Cloud file storage (optional) – photos and share data stored in and served from Breeze Cloud

Sub-processor	Location	Processing activity	Transfer safeguard
Backblaze, Inc. (B2)	Amsterdam (EU); US entity	Event photo and file storage	SCCs; DPF where certified
BunnyWay d.o.o. (Bunny.net)	Slovenia (EU)	Content delivery of photos and media	In EU
Dee Bee Vee Pty Ltd (Converterer)	Germany (EU); Australian entity	Media and file conversion	SCCs

Photo sharing (optional) – when participants receive photos via the built-in service (including Breeze Booth iOS/Mac)

Sub-processor	Location	Processing activity	Transfer safeguard
ActiveCampaign, LLC (Postmark)	USA	Transactional email delivery of participant photos and share links (built-in email server)	SCCs; DPF where certified

SMS and MMS sharing, if used, are sent through the Controller's own third-party messaging accounts. The Processor does not integrate with, transmit through, or access those providers. They are the Controller's processors, not the Processor's. For MMS (United States and Canada only), the shared image is hosted on Breeze Cloud and referenced by URL; no additional sub-processor of the Processor is engaged.

Payments taken at the booth (for example card payments through Stripe Terminal) are processed through the Controller's own payment-provider account. The Processor does not receive or store card details, and the payment provider is not a sub-processor of the Processor.

Breeze FX (optional) – AI image processing and effects

Sub-processor	Location	Processing activity	Transfer safeguard
OpenAI, L.L.C. (OpenAI)	USA	AI image generation and editing	SCCs; DPF (certified)
Google LLC (Gemini)	USA	AI image generation and editing, including custom backgrounds	SCCs; DPF (certified)
Leonardo Interactive Pty Ltd (Leonardo.Ai)	Australia; processing in USA	Background removal	Vendor DPA

Sub-processor	Location	Processing activity	Transfer safeguard
Akool, Inc. (Akool)	USA	Face swap	Vendor API terms
Segmind Inc. (Segmind)	USA; processing in India	Face swap	Vendor API terms
AILab Tools (AILab API)	Singapore	Head extraction, cartoon effect and skin smoothing	Vendor API terms
BytePlus Pte. Ltd. (Seedream)	Singapore; processing in Johor, Malaysia	AI image generation	Vendor API terms
Sightengine (Sightengine)	France (EU); hosting on AWS in USA	Checks images and text for unsafe content (NSFW checkers)	Vendor DPA

Each Breeze FX effect uses one provider, and only that provider receives the image for that effect. The Controller chooses which effects to enable. Breeze FX submits images only through providers' paid business APIs, under each provider's then-current API terms. Unpaid or consumer AI services are not used, and where a provider offers an opt-in to train on API data, the Processor will not enable it. Providers marked "Vendor API terms" above process images under their own API terms, and the Processor has not signed Standard Contractual Clauses with them. A Controller that needs every transfer covered by SCCs should not enable the effects that use those providers. The Processor will notify the Controller of a material change to provider terms that affects this processing.

Remote support (optional) – only on devices where the Controller has enabled Breeze remote support

Sub-processor	Location	Processing activity	Transfer safeguard
Cobrowse.io LLC	USA	Screen sharing and remote control during a support session	SCCs; DPF (certified)

Sub-processors are bound by data-protection terms consistent with this Agreement, except where section 8.2 marks a Breeze FX provider as "Vendor API terms". Transfers outside the European Economic Area, including to the United States, are made under Standard Contractual Clauses (SCCs) and, where the sub-processor is certified, the EU-U.S. Data Privacy Framework, except as stated for individual Breeze FX providers in section 8.2. Onward transfers by the Processor to sub-processors (including Postmark and the Breeze FX providers) are made under those sub-processors' own data-processing terms, including SCCs Module Three (processor to processor) where applicable. The Processor remains responsible for the acts and omissions of its sub-processors.

9. Breeze Windows and Apple Software

Breeze Windows and Apple software (including Breeze Booth for iPad, iPhone and Mac) runs on the Controller's own devices. If the Controller does not use Breeze Cloud or Breeze FX, the Processor does not collect, store or have access to event photos, participant contact details or any other event data processed in those applications.

The Processor does receive licensing and authentication data from licensed devices: the operator's username, the device name, a device identifier and the IP address. The Processor handles this as a controller, for licensing, fraud prevention and support, as described in the We Fly Kites Privacy Policy. It is not processing on behalf of the Controller under this Agreement.

Remote support is optional and works only on devices where the Controller has enabled it. A support session is started either by the Controller giving the Processor a session PIN, or by the Processor's support staff at the Controller's request. During the session the Processor's support staff can see and control the device's screen, which may show personal data. The Processor uses anything visible during a session only to provide the support requested, and that processing is covered by this Agreement, with Cobrowse.io as the sub-processor listed in section 8.2.

10. International Data Transfers

Personal data originating in the European Economic Area or the United Kingdom is transferred to the Processor in Australia, and onward to any sub-processor outside the EEA, only under lawful GDPR transfer mechanisms. As Australia is not the subject of a European Commission adequacy decision, such transfers rely principally on Standard Contractual Clauses. The EU-U.S. Data Privacy Framework is an additional safeguard only where the relevant United States sub-processor is certified. Onward transfers to sub-processors are as described in section 8.

Replication of the Breeze Cloud database to Amazon Web Services in the United States relies on the EU-U.S. Data Privacy Framework, under which Amazon Web Services is certified, and on the Standard Contractual Clauses if that framework ceases to apply.

The Standard Contractual Clauses set out in the Annex to Commission Implementing Decision (EU) 2021/914 of 4 June 2021, Module Two (controller to processor), are incorporated into this Agreement as Annex A, including the completed Annexes I, II and III to those Clauses. Where personal data is subject to the UK GDPR, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner (version B1.0, in force 21 March 2022, as updated) is incorporated as Annex B. The official text of the Clauses and the Addendum is not reproduced in this document; the parties agree they form part of this Agreement as if set out in full. If this Agreement conflicts with the Clauses in respect of a relevant transfer, the Clauses prevail.

For the purposes of the Clauses: (a) Clause 7 (docking clause) applies; (b) under Clause 9(a), Option 2 (general written authorisation) applies, with the thirty (30) days' notice set out in section 8; (c) the optional wording in Clause 11(a) does not apply; (d) under Clause 13, the competent supervisory authority is as set out in Annex I.C; (e) under Clause 17, Option 1 applies and the Clauses are governed by the law of Ireland; and (f) under Clause 18, disputes arising from the Clauses are resolved by the courts of Ireland.

As an Australian entity, the Processor also handles cross-border disclosures of personal information in accordance with Australian Privacy Principle 8, taking reasonable steps to ensure overseas recipients handle personal information consistently with the APPs.

11. Controller Obligations

The Controller shall:

1. Ensure it has a lawful basis for all personal data processing;
2. Provide appropriate privacy notices to data subjects;
3. Not instruct the Processor to perform unlawful processing activities;
4. Be solely responsible for the personal data it chooses to collect and submit to the services (including via surveys), and not collect or submit special-category data, such as health, biometric, or identity-document data, without a valid condition under GDPR Article 9 or equivalent law.

12. Security Measures

The Processor maintains the following technical and organisational measures:

- Encryption in transit: all connections to Breeze Cloud and between Breeze Cloud and its sub-processors use HTTPS/TLS;
- Hosting: Breeze Cloud servers and file storage are in EU data centres operated by the sub-processors listed in section 8, with a database replica in the United States, kept up to date over encrypted connections, for backup and failover;
- Access control: access to production systems is limited to named Processor personnel who need it, using individual accounts and SSH keys; customer accounts are separated so each Controller can see only its own data;

- Authentication: account passwords are stored only as salted bcrypt hashes, and logins are protected against automated attacks;
- Personnel: everyone with access to personal data is bound by confidentiality obligations;
- Maintenance: operating systems and application dependencies are kept patched, and errors and service health are monitored;
- Retention: Breeze FX source and result images are deleted automatically after seven (7) days; emails sent through the built-in email service (Postmark) are kept by Postmark for forty-five (45) days and then deleted; temporary files and logs are deleted automatically on a schedule; event photos and data stay until the Controller deletes them, which it can do at any time;
- Incidents: personal data breaches are handled and notified as set out in section 7.

13. Data Subject Rights and Assistance

The Processor shall, where possible, assist the Controller in fulfilling data subject rights under GDPR (access, rectification, erasure, restriction, and portability) and equivalent rights under the Australian Privacy Principles, using information reasonably available to the Processor. Assistance beyond that is chargeable at the Processor's standard rates, payable by the Controller in advance.

14. Termination and Deletion

Before termination, the Controller can download its event photos and data from Breeze Cloud. After termination, the Processor deletes personal data from active systems within thirty (30) days and from backups within ninety (90) days, unless retention is required by law.

15. Audit Rights

Upon reasonable written request, the Controller may obtain information necessary to demonstrate compliance. If the Controller requires an on-site or detailed technical audit:

- the audit must be agreed in advance and performed during normal business hours;
- reasonable notice must be given; and
- all costs are borne by the Controller at the Processor's standard hourly rate, payable in advance.

16. Liability

To the maximum extent permitted by law:

- The Processor's total aggregate liability under this Agreement shall not exceed the total fees paid by the Controller for the services in the twelve (12) months preceding the claim;
- The Processor shall not be liable for any indirect, consequential, or incidental losses;
- Nothing in this clause limits liability that cannot be limited by law, including a data subject's rights under Article 82 of the GDPR or equivalent rights under the Australian Privacy Act 1988 (Cth). Subject to that, and except for fraud or wilful misconduct, the limitations above apply to contractual and other commercial claims arising under this Agreement.

17. Governing Law and Jurisdiction

Except for the Clauses, which are governed as set out in section 10, this Agreement is governed by and construed in accordance with the laws of the **State of Queensland, Australia**. Subject to section 10, the parties submit to the exclusive jurisdiction of the courts of Queensland, Australia.

How these terms apply

This is We Fly Kites Pty Ltd's Standard Data Processing Agreement. It applies to the Customer's use of Breeze Cloud and Breeze FX and forms part of the customer terms. A separate signature is not required.

The current version is published at https://www.breezesoftware.com/dpa. Updates will be posted there with a new version number and effective date. Material changes take effect on that effective date. Official EU Standard Contractual Clauses (Module Two) are incorporated by reference as set out in section 10 and Annex A: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj . The UK International Data Transfer Addendum is incorporated as Annex B: https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/international-transfers/international-data-transfer-agreement-and-guidance/ .

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Annex A

EU Standard Contractual Clauses (Module Two)

The parties enter into the Standard Contractual Clauses (Module Two: controller to processor) adopted by Commission Implementing Decision (EU) 2021/914. The official Clauses are incorporated by reference and form part of this Agreement. The completed annexes to those Clauses are as follows.

Annex I

A. List of parties

Data exporter (controller): the Customer that accepts the customer terms and uses Breeze Cloud or Breeze FX. Activities relevant to the transfer: operating photo booths and event photography services.

Data importer (processor): We Fly Kites Pty Ltd, ABN 74 646 626 360, 468 High Street, Preston, Victoria 3072, Australia.

B. Description of transfer

Categories of data subjects: event participants and booth users.

Categories of personal data: photos; optional contact details (email or phone number); survey responses and other information captured in the applications and synchronised to Breeze Cloud (scope determined by the Controller).

Sensitive data: none intended. The Controller must not submit special-category data without a valid condition under GDPR Article 9, as set out in section 11.

Frequency of transfer: continuous, as required to provide the services.

Nature of the processing: hosting, storage, delivery, AI image processing (where Breeze FX is enabled), and deletion.

Purpose of the transfer: provision of Breeze Cloud, Breeze FX, and related Breeze software services.

Retention: for the duration of the services, then deletion in accordance with section 14.

Transfers to sub-processors: as described in section 8.

C. Competent supervisory authority

The supervisory authority of the data exporter's EU Member State of establishment. Where the exporter is not established in the EU, the authority of the Member State in which its EU representative is located, or in which the relevant data subjects are located.

Annex II — Technical and organisational measures

The technical and organisational measures are those set out in section 12 of this Agreement.

Annex III — List of sub-processors

The controller has granted general written authorisation for the engagement of sub-processors. The current list is as set out in section 8 of this Agreement. The Processor will give at least thirty (30) days' notice of any intended addition or replacement, and the Controller may object, as stated in section 8.

Annex B

UK International Data Transfer Addendum

For transfers of personal data subject to the UK GDPR, the parties agree to the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner (version B1.0, in force 21 March 2022, as revised under its section 18). The official Addendum is incorporated by reference and forms part of this Agreement.

Table 1: Parties. As in Annex A, I.A.

Table 2: Selected SCCs, modules and selected clauses. EU SCCs 2021/914, Module Two, as incorporated in Annex A.

Table 3: Appendix information. Annex I.B, Annex II and Annex III as set out in Annex A.

Table 4: Ending this Addendum when the Approved Addendum changes. Neither party may terminate this Addendum solely because the ICO revises the Approved Addendum. The parties will cooperate in good faith to adopt any mandatory replacement.