

Personal data processing contract between the customer and ELYSÉA^{1,2}

To be signed after the entity is registered: this contract governs the data your tool entrusts to ELYSÉA; it follows the European Commission's standard clauses and the equivalent requirement of Swiss law.^{2,3}

WHAT THIS CONTRACT IS FOR

- **The framework:** a processor processes a controller's data only under a written contract that sets the subject matter, duration, nature, purpose, data, data subjects and the obligations of both parties.¹
- **The model followed:** the standard contractual clauses adopted by the European Commission for the relationship between controller and processor.²
- **Swiss law:** processing by a processor requires a contract, processing the controller could do itself, and security the controller makes sure of.³
- **The status:** the text is complete but cannot be signed before the entity is registered; until then, no sale and no payment.

CLAUSES

Roles, processing by processing

PROCESSING	ELYSÉA'S ROLE	FRAMEWORK
Checking the answers of the customer's tool, on the messages its application sends	Processor of the customer	This contract
Vital danger alert for the customer's application	Processor of the customer	This contract
Crisis evidence: session crisis state, kept for the customer	Processor of the customer	This contract
Per-answer attestations, kept for the customer	Processor of the customer	This contract
Memory from one application to another, if the person accepts it	Joint controller with each builder that enables it	Joint controller agreement, outside this contract

The clauses below cover all the processing done for the customer, listed above.

Outside this contract, ELYSÉA is sole controller of two kinds of processing: its customers' accounts and billing; the security of its servers.

1. Parties

- **The controller:** the customer, application builder or company deploying a tool that integrates ELYSÉA; name, address and signatory to be completed.²
- **The processor:** ELYSÉA, for the processing done for the customer, listed in the roles table; sole proprietorship being registered; name, address and registration number completed at registration.
- **The processor's data protection contact:** a dedicated address, completed before signature; until then, contact@elysea.app.
- **Representative within the meaning of art. 27 of the GDPR:** designated in writing before signature; name and contact details completed here.¹

2. Instructions and purpose

- The processor processes the data only on documented instructions from the controller, and informs it if an instruction seems to infringe data protection rules.^{2,1}
- The sole purpose is the one in annex 1: checking every answer of the AI model before it reaches the person, and producing the record of that check.
- Today, when a vital danger is confirmed, ELYSÉA writes for the controller's application an alert with a fixed text, without conversation content, with the time and a fingerprint of the person's identifier, kept for 90 days. Planned before the first real user, and before any signature: the controller chooses at installation whether to receive it and, if so, who receives it and under which procedure; without a choice, no alert; the emergency numbers given to the person always remain.

- The processor trains no AI model with the controller's data.
- Emotion recognition stays locked and cannot be enabled by any instruction; a voice analysis path remains on the deployed service, removed with voice in the version being prepared, before any signature.⁴

3. Confidentiality and security

- Only the persons who need to access the data do so, and they are bound by confidentiality.^{1,2}
- The processor applies the technical and organisational measures of annex 3; they include those its impact assessment requires before the first real user.²

4. Sub-processors

- The controller authorises the sub-processors in annex 4; any addition or replacement is announced to it in writing 30 days in advance, and it may object.^{2,3}
- The processor imposes the same obligations on each of them, and remains liable to the controller.^{1,2}
- For providers whose region is not proven, possibly outside the EU: the transfer basis is not established to date; it is established before signature, or the provider is removed.

5. Data subjects' rights and assistance

- The processor passes on to the controller without delay any request from a person, and does not answer it itself without instruction.²
- It helps the controller answer requests, secure processing, notify breaches and carry out its impact assessment.^{1,2}

6. Data breaches

- The processor warns the controller without undue delay, and at the latest 24 hours after becoming aware of it.²
- The notice describes the nature of the breach, the categories and approximate number of persons and records, the contact point, the likely consequences and the measures taken or planned; it is completed in phases if not everything is known.^{2,5}
- Notification to the authority and informing the persons remain the controller's responsibility, assisted by the processor.^{1,5}

7. Evidence and audits

- The processor provides all information needed to demonstrate compliance with the contract, and allows audits, including inspections, with reasonable notice.²
- Every checked answer carries an attestation tied to the exact software version, which the controller can have verified.

8. End of the contract

- At the end of the services, the processor deletes or returns the data, at the controller's choice, and deletes the copies, unless a legal retention obligation applies.^{1,2}
- In case of breach of the contract, the controller can suspend processing, then terminate.²

9. Governing law

- The governing law and competent court are completed when the entity is registered; the contract applies without prejudice to the mandatory data protection rules binding each party.^{2,3}

Annexes

ANNEX	CONTENT	STATUS ON 2026-10-02
1. Description of processing	Purpose, categories of persons and data, nature of operations	Drafted from our impact assessment, completed with you
2. Retention periods	By category of data	Set by our impact assessment; to be confirmed on the deployed service before signature
3. Security measures	Access, encryption, logs, backups	Required by our impact assessment, to be done before the first real user
4. Sub-processors	Name, role, region or the mention possibly outside the EU	Kept up to date from our single source

Signatures: the controller, the processor; place and date.²

WHAT THIS CONTRACT DOES NOT SAY

- **Not yet signable:** entity not registered, alert setting not yet built, representative not designated, dedicated address not created, transfer bases not established.

— **Not legal advice:** have it reviewed by your counsel; your own clauses may be added without removing any of these. ²

NEXT STEP

Send us your comments on this text: the signable version reaches you when the entity is registered. contact@elysea.app · elysea.app

SOURCES (web pages read on 2026-10-01 unless dated) ¹ EU — Regulation 2016/679, original OJ version ² European Commission, accessed 2026-10-02 — Décision d'exécution 2021/915 ³ Confédération suisse, Fedlex, accessed 2026-10-02 — Loi fédérale sur la protection des données, RS 235.1 ⁴ EU — Regulation 2024/1689, OJ L of 2024-07-12 ⁵ CEPD, 2023-03-28 · accessed 2026-10-02 — Lignes directrices 9/2022 sur la notification des violations...