

Data Processing Agreement

Last updated: 2026-01-19

1. Parties

This Data Processing Agreement (“Agreement”) is entered into between:

Data Controller: The educational institution using Whisperate in connection with teaching activities.

Data Processor: EdBox AS (Company registration number 932 967 863), Norway.

2. Purpose and Scope

This Agreement governs the processing of personal data carried out by EdBox AS on behalf of the Data Controller in connection with the use of Whisperate.

Processing is limited to what is necessary to support anonymous participation, communication, moderation, and secure operation of the service in teaching and learning contexts.

3. Description of Processing

Nature of processing

- User account creation and authentication
- Collection, display and storage of text-based messages
- Moderation and security-related processing
- Technical operation, logging, and security

Purpose of processing

- Supporting teaching and learning activities
- Facilitating participation and dialogue in lectures
- Displaying and storing questions and answers for later review
- Ensuring security, moderation, and system reliability

4. Categories of Data Subjects

- Students
- Lecturers
- Administrative users

5. Categories of Personal Data

In accordance with the Privacy Policy, EdBox AS processes personal data through Whisperate, including:

- Email address provided during account registration

- Institutional or course affiliation
- Text-based messages
- Technical metadata (timestamps, logs)

Processing of special categories of personal data is not intended.

6. Obligations of the Data Processor

EdBox AS processes personal data in accordance with:

- The Privacy Policy
- The standard functionality and documented features of Whisperate

EdBox AS does not perform custom or ad-hoc processing beyond what is necessary to operate Whisperate.

7. Confidentiality

EdBox AS ensures that all persons authorised to process personal data are subject to confidentiality obligations.

8. Security Measures

EdBox AS implements appropriate technical and organisational measures in accordance with GDPR Article 32.

Details are provided in Appendix A – Technical and Organisational Measures.

9. Sub-processors

EdBox AS engages technical sub-processors to provide hosting, infrastructure, and related services.

Sub-processors are contractually required to comply with applicable data protection obligations and may only process personal data as necessary to deliver their services.

An updated list of sub-processors is provided in Appendix B – List of sub-processors.

10. International Transfers

Personal data is primarily processed within the EEA.

Where processing involves transfers outside the EEA, such transfers are safeguarded by appropriate legal mechanisms, including Standard Contractual Clauses.

11. Personal Data Breaches

EdBox AS shall notify the Data Controller without undue delay after becoming aware of a personal data breach.

Where EdBox AS does not have direct institutional contact details, notification shall be provided via the lecturers or administrators registered in Whisperate, acting as representatives of the Customer.

12. Deletion and Retention

When messages are deleted by users, they are removed from the active system.

Deleted data may be retained in encrypted backups for up to 7 days before being permanently deleted, in accordance with Appendix A and the Privacy Policy.

Upon termination of the service or this Agreement, EdBox AS shall delete all personal data processed on behalf of the Customer.

Permanent deletion shall be completed within a reasonable time period, and in any event no later than 30 days after the termination.

13. Compliance Information

Upon reasonable request, EdBox AS shall make available documentation necessary to demonstrate compliance with this Agreement.

Formal audits may be agreed upon where reasonably required.

14. Governing Law

This Agreement shall be governed by Norwegian law.