# Data Processing Agreement

Version 1.3 - June 2026

## 1. Parties

This Data Processing Agreement ("DPA") is entered into between:

ARKHOST LLC, a company registered in Armenia under TIN 02947817, with registered address at Movses Khorenatsi St., 26A, office 210, 0010 Yerevan, Armenia (hereinafter "Processor" or "ArkHost")

and

The Client who has accepted this DPA, as identified in their ArkHost account (hereinafter "Controller" or "Client")

## 2. Definitions

"Personal Data" means any information relating to an identified or identifiable natural person.

"Processing" means any operation performed on Personal Data, including collection, storage, alteration, retrieval, use, disclosure, or erasure.

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council.

"Subprocessor" means any third party engaged by ArkHost to process Personal Data on behalf of the Controller.

## 3. Subject Matter and Scope

This DPA applies to the processing of Personal Data by ArkHost on behalf of the Client in connection with the following services:

- Shared Web Hosting
- Hosted Email Services
- Virtual Private Servers (VPS)
- Domain Name Registration
- SSL Certificates
- WHMCS Modules and Licenses

## 4. Categories of Personal Data

Depending on the services used, ArkHost may process the following categories of Personal Data:

- Contact information (name, email address, phone number)
- Billing information (address, TIN)

- Technical identifiers (IP addresses, log data)
- Email content and metadata (for hosted email services)
- Any Personal Data stored by the Client on ArkHost infrastructure

## 5. Obligations of the Processor

ArkHost shall:

a) Process Personal Data only on documented instructions from the Controller, unless required by law.

b) Ensure that persons authorized to process Personal Data have committed themselves to confidentiality.

c) Implement appropriate technical and organizational security measures.

d) Assist the Controller in responding to data subject requests.

e) Assist the Controller in ensuring compliance with Articles 32-36 of the GDPR.

f) Delete or return all Personal Data upon termination of services, at the Controller's choice.

g) Make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR.

h) Allow for and contribute to audits, including inspections, conducted by the Controller or an auditor mandated by the Controller, subject to the conditions set out in Section 5bis.

## 5bis. Audit Rights

The Controller may audit ArkHost's compliance with this DPA subject to the following conditions:

a) The Controller shall provide at least 30 days' written notice of any audit request.

b) Audits shall be conducted during normal business hours and shall not unreasonably interfere with ArkHost's operations.

c) The Controller or its auditor shall execute a confidentiality agreement acceptable to ArkHost before any audit.

d) The Controller shall bear its own costs of the audit. If an on-site audit is requested, the Controller shall additionally reimburse ArkHost for reasonable time and expenses incurred.

e) Audits shall be limited to once per calendar year, unless required by a supervisory authority or following a Personal Data breach.

f) Where ArkHost can demonstrate compliance through provision of a recent third-party audit report or certification (such as ISO 27001), the Controller shall accept such documentation in lieu of conducting its own audit, unless there is a specific and justified reason to conduct an additional audit.

## 6. Security Measures

ArkHost implements the following security measures:

- Encryption of data in transit (TLS/SSL)
- Regular security updates and patch management
- Access controls and authentication mechanisms
- Regular backups with secure offsite storage
- Firewall and intrusion detection systems
- cPGuard server security suite (WAF, malware scanner, file scanner) where applicable

## 7. Subprocessors

The Controller provides general authorization for ArkHost to engage subprocessors. The current list of subprocessors is as follows:

REDCLUSTER LTD - Server Infrastructure - Cyprus/Bulgaria

Hetzner - VPS Infrastructure, Cloud Storage - Germany/Finland

netcup GmbH - Server Infrastructure, Offsite Backup Storage - Germany

HostUp AB - Server and VPS Infrastructure - Sweden

Bunny.net - CDN, DNS Services - Slovenia/Global

OpenProvider - Domain Registration - Netherlands

WHMCS Ltd - Billing Platform - United Kingdom

CloudLinux Inc - Server OS (CloudLinux OS, CageFS, PHP Selector) - USA

OPSSHIELD LLP (cPGuard) - Server Security Suite (WAF, malware scanner) - India

DirectAdmin - Hosting Control Panel - Canada

Paddle - Payment Processing (Merchant of Record) - United Kingdom

ArkHost will notify the Controller of any intended changes to subprocessors at least 14 days in advance by email to the address registered in the Controller's account. The Controller may object to the new subprocessor within that period on reasonable grounds relating to data protection. If the Controller objects and ArkHost cannot reasonably accommodate the objection, the Controller may terminate the affected services without penalty.

## 8. Data Breach Notification

In the event of a Personal Data breach, ArkHost shall:

a) Notify the Controller without undue delay and in any case within 48 hours of becoming aware of the breach.

b) Provide sufficient information to allow the Controller to meet its notification obligations under Article 33 GDPR.

c) Cooperate with the Controller and take reasonable steps to assist in the investigation and mitigation of the breach.

## 9. Data Retention and Deletion

Upon termination of services:

a) The Controller may request deletion or return of all Personal Data within 30 days of termination.

b) ArkHost will retain Personal Data for a maximum of 3 years after account termination for legitimate purposes including dispute resolution, fraud prevention, and compliance with legal obligations, after which it will be anonymized or deleted.

c) Invoice and billing records are retained for 7 years as required by Armenian law.

d) Backup copies will be securely destroyed within the normal backup rotation cycle.

## 10. International Data Transfers

Where Personal Data is transferred outside the European Economic Area, ArkHost ensures that appropriate safeguards are in place, including Standard Contractual Clauses (SCCs) where required, or transfers to countries with an adequacy decision by the European Commission.

## 11. Term and Termination

This DPA shall remain in effect for the duration of ArkHost's provision of services to the Controller. The obligations regarding confidentiality and data protection shall survive termination.

## 12. Contact

For data protection inquiries or to exercise rights under this DPA:

Email: privacy@arkhost.com

Address: ARKHOST LLC, Movses Khorenatsi St., 26A, office 210, 0010 Yerevan, Armenia

## 13. Governing Law

This DPA shall be governed by Armenian law. Any disputes shall be submitted to the exclusive jurisdiction of the courts of Yerevan, Armenia.