Data processing agreement

Annex to the sharepa terms of use

Version of 23.11.2026

PROCESSOR

Software & Automatisierung Kirner
Owner: Konrad Kirner
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3012 Bern
Switzerland

Email: konrad@getsharepa.ch

Legal form: sole proprietorship under Swiss law
Swiss business identification number (UID):
CHE-159.669.146

CONTROLLER

The person or company holding a sharepa account who has accepted the terms of use.

This annex governs the processing on behalf of a controller under Art. 9 FADP and Art. 28 GDPR. It applies automatically together with the terms of use, you do not have to sign anything.

Roles

For the data of the visitors to your pages you are the controller. sharepa is your processor and processes this data only on your instructions and in accordance with this annex.

Subject matter and duration

The subject matter is the delivery of your pages, the password protection, the counting of visits, the storage of your content, the receiving, storing and providing of form entries, the taking of bookings including a confirmation and a reminder to the person booking, and the passing on of entries and bookings to Google and to your webhook where you have set this up. The processing lasts as long as your page exists and ends when the page or the account is deleted. We delete form entries after 12 months at the latest.

Type of data and data subjects

The data subjects are the visitors to your pages, the people who fill in your forms and the people who book an appointment with you. Processed are: the IP address (transient, through Cloudflare for delivery; not stored), country, device type, referring website, campaign word from the address and bot

detection including the network number (for the counting, without an identifier; the network number is not stored), an access cookie in the case of password protection (without personal data), all content that you put into your page, and the form entries: the fields your form asks for, the time and the name of the form. For a booking these are the name, email address, phone number (only if phone is chosen as the location) and the answers to your page's questions; for the booking itself we keep the appointment type, page, time, location, status and the identifier of the appointment at Google, without personal data. With an entry we store neither IP address nor country nor device. Sensitive personal data, credentials and payment data are excluded (see Forms).

Instructions

You give your instructions through the app or a connected AI app: publish, new version, set or remove a password, connect or disconnect a domain, delete, view, download and delete form entries, connect or disconnect Google Calendar, create appointment types and assign them to pages, cancel appointments, set up, change, test or remove a webhook. Which fields your form asks for, you determine with the code you publish. We need no further instructions. If we consider an instruction unlawful, we tell you.

Passing on data on your instruction

If you have connected Google, we enter every booking with the details of the person booking into your Google Calendar. If you have set up a webhook, we send every new entry to its address. Google and the service behind your webhook are not sub-processors of sharepa: you choose them yourself, and your own contract with them applies. We pass the data on to them because you set it up that way, and only until you disconnect or remove the webhook.

Confidentiality and security

Only the owner of sharepa has access to the data, and only as far as it is necessary for operation, support and abuse review. Technical and organisational measures:

- encrypted transmission (HTTPS) for all pages, the app and the interfaces
- page passwords stored encrypted, sign-in only by email code, sessions as a hash
- storage and backups exclusively in data centres in the EU
- nightly backups, deleted after 30 days
- limiting of requests per IP address against abuse
- no storage of visitors' IP addresses
- form entries: visible only through your account, no content in emails, every download is logged (account, page, time, number), accepted only from the page itself and with upper limits for size and number
- access keys for Google and the address and signing key of webhooks additionally encrypted with AES-256-GCM; the key for this exists only in the runtime environment, never in the database or the code

- access to Google with two permissions only: see free or busy, create and delete its own appointments
- every booking only after a check by Cloudflare Turnstile that a human is booking

Sub-processors

We use Cloudflare, Inc. (USA, data location EU, Data Privacy Framework, standard contractual clauses) for hosting, storage, delivery, counting, email and bot checks (Turnstile). Further sub-processors or a change we announce 30 days in advance by email. If you do not agree, you can delete your page or your account.

Support

If a visitor to your page approaches you with a data protection matter, we support you as far as we can contribute anything. Apart from form entries we store no visitor data. For entries you have the tools yourself in the app: view, download as a file (information, handover) and delete. If a data subject approaches us, we refer them to you. If we discover a breach of data security that affects your pages, we inform you within 72 hours by email.

Deletion and evidence

If you delete a page, it is immediately no longer reachable and is deleted for good after 30 days, together with its form entries. If you delete your account, that applies to all pages. Individual entries that you delete are gone immediately and stay in the backups for 30 days at most. If you disconnect Google, we revoke access and delete the access keys immediately. The delivery status of your webhook (time, attempts, result) we delete after 30 days. Booking details without personal data stay for the statistics until you delete the page or the account. On request we confirm the deletion to you and give information about the measures in place, so that you can demonstrate compliance with your obligations.

The agreement applies once the terms of use are accepted when the account is created and does not need to be signed. The current version is available at sharepa.ai/en/avv.