XELER

Data Processing Agreement

Last updated: October 13, 2026

This Data Processing Agreement is part of the Xeler Terms & Conditions. It applies to the personal data you, the customer, put into Xeler. For that data you are the controller and Xeler, operated by RAWWW, is your processor (Art. 28 GDPR). You accept this agreement when you create your account.

1. Subject and duration

Xeler processes personal data on your behalf only to provide the service you subscribed to. This agreement runs as long as your account exists, and after that until the data is deleted as described in article 11.

2. Nature and purpose of the processing

Storing, organising, displaying and sharing your data in the tools you use; sending the emails you trigger (such as proposals, invoices and invitations); making backups; and keeping logs needed for security and support.

3. Data subjects and categories of data

Data subjects are your clients and their contact persons, your team members, your leads, recipients of the documents you share and visitors of your share links. The data are names, contact details, business details, project, content and planning data, files, signatures, financial documents and usage logs. Xeler is not meant for special categories of personal data (such as health data); only enter those where that is lawful and necessary.

4. Your instructions

Xeler processes the data only on your documented instructions: these terms, this agreement and the way you configure and use the service. If we believe an instruction infringes the GDPR, we tell you. We process data for other purposes only where the law requires it, and then inform you unless the law forbids that.

5. Confidentiality

Everyone at Xeler who can access your data is bound to confidentiality and only accesses it where needed to provide or support the service.

6. Security

Xeler takes appropriate technical and organisational measures (Art. 32 GDPR), including:

- encryption of personal data in transit (TLS) and at rest, with personal fields additionally encrypted per organisation (AES-256-GCM)
- strict separation between customers in every database query
- role-based access for your team and your clients, set by you
- multi-factor authentication and protection against brute-force attempts
- an audit log of changes to your data
- regular backups; the database and files are stored in the EU (Frankfurt)
- automated security tests on every change to the software

7. Subprocessors

You give Xeler general permission to engage the subprocessors listed on our Subprocessors page. Each is bound by a data processing agreement with obligations no less protective than these. We update that page before adding or replacing a subprocessor and inform the account owner by email. You may object within 30 days; if we cannot meet the objection, you may end your subscription.

Subprocessors (xeler.app/legal/subprocessors)

8. Transfers outside the EEA

The database and files are stored in the EU (Frankfurt), and the application runs in the EU region. A few subprocessors, such as email delivery and payments, also process data outside the European Economic Area; those transfers are covered by the European Commission Standard Contractual Clauses or another valid transfer mechanism. The subprocessor list shows the location of each.

9. Assistance

Xeler helps you meet your obligations: with requests from data subjects (Xeler has tools to export and delete data), with data protection impact assessments and with prior consultation of a supervisory authority, as far as reasonable given the nature of the processing.

10. Personal data breaches

If Xeler becomes aware of a personal data breach affecting your data, we inform you without undue delay and no later than 48 hours after becoming aware of it, with the information you need to notify the supervisory authority and data subjects (Art. 33 GDPR). We take measures to limit the consequences.

11. Deletion and return

You can export your data at any time. After a deletion request, Xeler deletes or anonymises your personal data 30 days later, unless the law requires us to keep it. When your account ends because the subscription stopped, the data is erased after a grace period of 60 days. Issued invoices and signed proposals that Dutch tax law requires to be kept for 7 years are kept unchanged for that period; after that the personal data on them is removed.

12. Demonstrating compliance and audits

Xeler gives you the information needed to show that these obligations are met. You may have an audit performed by an independent auditor bound to confidentiality, at most once a year, on reasonable notice and at your own cost, unless a breach gives reason for an earlier audit.

13. Liability and precedence

Liability is governed by the Terms & Conditions. If this agreement and the terms conflict on the processing of personal data, this agreement prevails. Dutch law applies.

14. Contact

For questions about this agreement or our processing, contact us at support@rawww.online