WODUP

Data Processing Agreement

Last updated: November 20, 2026

This Data Processing Agreement ("**DPA**") forms part of the WodUp Terms of Service (the "**Terms**") between WodRack Limited ("**WodUp**") and each business customer that uses WodUp to manage its members (the "**Customer**"). It applies automatically, without signature. "Controller", "processor" and similar terms have the meanings given in the EU General Data Protection Regulation ("**GDPR**").

1. Roles

For personal data that WodUp processes on the Customer's behalf to provide its services ("**Customer Personal Data**"), the Customer is the controller and WodUp is the processor. WodUp is an independent controller of athletes' own accounts and of data it processes for its own purposes, as described in its Privacy Policy; this DPA does not apply to that data. The Customer is responsible for having a lawful basis for its processing and for any notices and consents its members require.

2. WodUp's obligations

WodUp will:

1. process Customer Personal Data only on the Customer's documented instructions (this DPA, the Terms and the Customer's use of the services), and tell the Customer if the law requires other processing or if it believes an instruction breaks the law;
2. ensure that persons authorized to process Customer Personal Data are bound by confidentiality;
3. protect Customer Personal Data with the security measures in Annex II;
4. assist the Customer, taking into account the nature of the processing, with data subject requests, data protection impact assessments and consultations with supervisory authorities;
5. notify the Customer without undue delay after becoming aware of a personal data breach affecting Customer Personal Data, with the information the Customer reasonably needs to meet its obligations;
6. after the services end, delete or return Customer Personal Data, at the Customer's choice, unless the law requires its retention; and
7. provide the information needed to demonstrate compliance with this DPA, and allow audits by the Customer or its auditor on reasonable notice, at the Customer's expense, no more than once a year unless a supervisory authority requires more.

3. Sub-processors

The Customer authorizes WodUp to engage sub-processors. The current list (Annex III) is available to the Customer on request. WodUp will notify Customers that have requested the list at least 30 days before adding a sub-processor, and the Customer may object on reasonable data protection grounds. WodUp binds each sub-processor to data protection obligations no less protective than this DPA and remains responsible for their performance.

4. International transfers

Customer Personal Data may be processed in the United States and other countries. Where the Customer transfers Customer Personal Data to WodUp from the European Economic Area, the standard contractual clauses annexed to Commission Implementing Decision (EU) 2021/914 (the "**SCCs**") form part of this DPA, as follows: Module Two applies (or Module Three where the Customer is a processor); Clause 7 and the option in Clause 11 do not apply; in Clause 9, Option 2 applies with the notice period in section 3; under Clauses 17 and 18, Irish law governs and the Irish courts have jurisdiction; and the Annexes to this DPA complete the Annexes to the SCCs. For transfers from the United Kingdom, the SCCs apply as amended by the UK Information Commissioner's International Data Transfer Addendum, completed with the information in this DPA, and neither party may end it under its Section 19. For transfers from Switzerland, references in the SCCs to the GDPR include the Swiss Federal Act on Data Protection.

5. General

Liability under this DPA is subject to the limitations in the Terms, to the extent permitted by law. This DPA lasts as long as WodUp processes Customer Personal Data.

Annex I: Details of processing

Data exporter	The Customer, as identified in its WodUp account (controller, or processor under Module Three)
Data importer	WodRack Limited, 3000 Geary Blvd, Unit 388, San Francisco, CA 94118, United States, hello@wodup.com (processor)
Data subjects	The Customer's members, clients and staff
Personal data	Contact and profile details, membership and training data, communications, purchase data and technical data
Sensitive data	Health-related data, where recorded, protected by the measures in Annex II
Frequency	Continuous
Nature and purpose	Hosting and processing data to provide WodUp's services
Duration	Until the services end, then as set out in section 2
Supervisory authority	As determined under Clause 13 of the SCCs

Annex II: Security measures

- Encryption in transit, and encryption of databases and backups at rest
- Access controls, with multi-factor authentication for production systems
- Hosting with a cloud provider holding recognized security certifications
- Logging, monitoring and threat detection
- Redundant infrastructure and backups

Annex III: Sub-processors

Available to the Customer on request from hello@wodup.com.