Data Processing Agreement

This agreement governs how Change Dyslexia processes the personal data of the pupils that a school, a professional or a social organisation registers on Dytective. For that data, the school, professional or organisation is the **controller** (who decides why and how it is used) and Change Dyslexia is the **processor** (who processes it on the controller's behalf and following its instructions), as provided for in Article 28 of Regulation (EU) 2016/679, the General Data Protection Regulation (GDPR).

This agreement forms part of the Dytective terms of service. When a school, a professional or a social organisation accepts those terms, on registering or when accepting a new version, it also accepts this agreement, without having to sign it separately. Anyone who needs a signed copy, such as an education authority, can download it as a PDF, already electronically signed by Change Dyslexia, and add their own signature: its text is exactly the same as the one published on this page.

Parties

The Controller:

The school, professional or social organisation that holds the Dytective account and accepts this agreement or signs it electronically. If it signs it, its details are those of its signature certificate.

The Processor:

CHANGE DYSLEXIA S.L. ("Change Dyslexia"), Spanish tax ID B66670878, with registered office at Lope de Rueda 49, 4.º A, 28009 Madrid (Spain), registered in the Madrid Companies Register (Asiento 1/3077/272, Folio 40, filing date 16/11/2020, Entrada 1/2020), represented by its sole director, María Luz Rello Sánchez. Data protection contact: responsablededatos@changedyslexia.org. Data Protection Officer: dpo@changedyslexia.org.

1. Subject matter

Change Dyslexia processes, on behalf of the Controller, the personal data of its pupils that is necessary to provide the Dytective service: the dyslexia screening test and the exercises to stimulate reading and writing, with their reports. This agreement sets out the terms of that processing.

It does not cover the data of the Controller's own account or of its teachers' accounts (name, email, billing…). Change Dyslexia processes that data as a controller, under its privacy policy.

2. Duration

This agreement lasts as long as the service is provided: from the moment the Controller accepts it until its account is erased. The duty of confidentiality and the obligations in clause 14 continue to apply afterwards.

3. Nature and purpose of the processing

Change Dyslexia collects, records, stores, consults, analyses and erases the pupils' data, and discloses it only in the cases set out in clause 5, for the following purposes:

- Giving each pupil access to Dytective with a username and a password.
- Running the screening test and calculating its result.
- Offering exercises adapted to the pupil's age and level, and keeping track of their progress.
- Preparing the activity and progress reports consulted by the Controller and its teachers.
- Notifying the Controller, and the teachers who have enabled it, that new results are available. Email notifications do not include the test result.
- Providing the technical support requested by the Controller.

4. Types of data and data subjects

Data subjects: the pupils that the Controller registers on Dytective, usually minors.

Data:

- Username and password. The Controller undertakes not to use the pupil's real name as the username.
- Date of birth, sex and language.
- Four yes/no answers: first language, whether they have ever failed language at school, whether they can read and whether they are bilingual.
- The answers to the screening test and its result.

- Activity in the exercises: sessions, levels, correct answers and errors.
- The groups the pupil belongs to.

Special categories: the result of the screening test, which indicates whether there is a risk of dyslexia, is **data concerning health** (Article 9 GDPR). It is not a diagnosis.

5. The Controller's instructions

Change Dyslexia processes the data only on the Controller's documented instructions. By accepting this agreement, the Controller gives the following instructions:

a. **To provide the service** for the purposes set out in clause 3.

b. **To calculate reference averages** by age from the results of all Dytective pupils, aggregated and without identifying anyone, so that each report compares a pupil with the average for their age.

c. **To provide technical support** when the Controller requests it to resolve an incident, and only then: accessing its account to look into an error, resetting a pupil's test, or making a copy of a pupil in a support account to reproduce the problem without touching their data. The copy is deleted when the incident is closed. Only authorised Change Dyslexia staff do this.

d. **Schools in the "la Caixa" Foundation programme.** If the Controller has free access to Dytective through the collaboration programme with "la Caixa" Foundation, it also authorises:
   - The **delivery to "la Caixa" Foundation** of school data and anonymised pupil data (with no pupil identifier and with shortened dates) described in section 5.1 of the privacy policy, so that it can measure the impact of the programme and produce statistics on the prevalence of dyslexia in Spain. This is a condition of free access through the programme.
   - The **delivery of anonymised data to a university research group** studying the impact of the programme, under the conditions of section 5.2 of the privacy policy. The Controller may object at any time by writing to dpo@changedyslexia.org; from then on its data is not included in any delivery.

If Change Dyslexia considers that an instruction infringes data protection law, it will inform the Controller immediately.

6. Change Dyslexia's obligations

Change Dyslexia undertakes to:

- Process the data only for the purposes of this agreement and on the Controller's instructions, including with regard to international transfers. It will not use the data for purposes of its own other than those authorised in clause 5.
- Not disclose the data to third parties except as provided in this agreement or where required by law. In that case, it will inform the Controller beforehand, unless the law prohibits it.
- Keep a record of the processing activities it carries out on behalf of its clients (Article 30(2) GDPR).
- Comply with the other obligations in this agreement.

7. Confidentiality

Change Dyslexia ensures that the persons authorised to process the data have committed themselves to confidentiality or are under a statutory obligation of confidentiality, and that they only access the data when they need to for their work. This duty continues after the agreement ends.

8. Security measures

Change Dyslexia applies technical and organisational measures appropriate to the risk, in accordance with Article 32 GDPR, including:

- Encrypted connections between users and the platform.
- Passwords stored with an irreversible algorithm (*hash*), so that nobody can read them.
- Access control: each account can only access its own pupils, and each teacher only those in the groups the Controller assigns to them.
- Change Dyslexia's administration area can only be accessed with a corporate account, which is checked on every access; removing a person's account revokes their access immediately.
- The database and servers are hosted in the European Union, with automatic backups in the same region that are deleted after 7 days.
- Security logs (failed login attempts, rejected sign-ups) are kept for 10 days. Passwords are never logged.
- Limits on the number of sign-ups from the same IP address to prevent abuse.

- Pupil import files are deleted as soon as they are processed, and within 3 hours at most.
- Real, verified erasure of deleted data, with a record of each erasure.

Change Dyslexia reviews these measures and updates them when the risk or the state of the art changes.

9. Sub-processors

The Controller gives a **general authorisation** for Change Dyslexia to engage the sub-processors listed in Annex I.

- Change Dyslexia will inform the Controller, by email to the address of its account and **30 days in advance**, of any new or replacement sub-processor.
- Within that period, the Controller may object on reasonable data protection grounds. If the parties do not reach an agreement, the Controller may terminate the agreement.
- Change Dyslexia will impose on each sub-processor, by contract, the same data protection obligations as in this agreement, and remains liable to the Controller for their compliance.

10. International transfers

Some of the sub-processors in Annex I are based in the United States or have affiliates or suppliers outside the European Economic Area, and may process data from there. Such transfers are only made with the safeguards of Chapter V GDPR: the EU-US Data Privacy Framework, for certified companies, or the standard contractual clauses adopted by the European Commission.

11. Data subjects' rights

The Controller is the one who handles the rights of the pupils' families (access, rectification, erasure, objection, restriction and portability). Change Dyslexia assists it:

- The Controller can consult, correct, download and delete its pupils' data from its Dytective dashboard.
- If a request reaches Change Dyslexia, it will forward it to the Controller without delay and will not answer it itself unless the Controller asks it to.
- If the Controller needs help to handle a request, Change Dyslexia will provide it. An erasure requested in this way is carried out immediately, without the 30-day period in clause 14.

12. Personal data breaches

If Change Dyslexia suffers a security breach affecting the Controller's data (a loss, unauthorised access, an alteration…), it will notify the Controller **without undue delay and within 48 hours at most** of becoming aware of it, so that the Controller can notify the supervisory authority within the 72 hours set by Article 33 GDPR.

The notification will include, as far as is known: what happened, which data and how many data subjects are affected, the contact details of the Data Protection Officer, the likely consequences and the measures taken or proposed. If not everything is known at once, the information will be provided in phases.

13. Impact assessments and prior consultations

Change Dyslexia will provide the Controller with the information available to it so that the Controller can, where applicable, carry out a data protection impact assessment and, if necessary, consult the supervisory authority beforehand (Articles 35 and 36 GDPR).

14. End of the agreement: return and erasure of the data

Return. Before ending the service, the Controller can download its pupils' data from its dashboard (CSV lists and test results) and its reports as PDF.

Erasure.

- When the Controller deletes its account, or a pupil, in Dytective, the data is kept for **30 days** so that it can be recovered if it was a mistake, and from then on is erased automatically and permanently: normally on that same day and, only if many erasures are pending at once, over the following nights, so as not to affect the service.
- If the Controller expressly requests erasure, it is carried out immediately.
- If an account is not used for two years (neither the account, nor its teachers, nor its pupils), it is deleted and erased from the end of the 30-day period. If it was last used less than three years ago, the Controller is notified by email first and has 7 days to log in and keep it. No notice is sent when the email address probably no longer belongs to the Controller (last used more than three years ago, an account that was never used or whose email address was never validated, or an account whose closure had already begun), so as not to reveal to someone else that the

account exists.

- Backups are deleted automatically after 7 days.
- At the Controller's request, Change Dyslexia will confirm in writing that the erasure has been carried out.

Erasure does not cover what has already been disclosed under the instructions in clause 5.d, nor what Change Dyslexia must keep by law.

15. Demonstrating compliance and audits

Change Dyslexia will make available to the Controller the information necessary to demonstrate compliance with this agreement, and will allow for and contribute to audits and inspections by the Controller or an auditor mandated by it (Article 28(3)(h) GDPR), as follows:

- **First, documentation.** Change Dyslexia will provide this agreement, a description of its security measures, the list of sub-processors and answers to a reasonable questionnaire about the processing.
- **An inspection, if the documentation is not sufficient** or if a supervisory authority requests it. It will be notified 30 days in advance, at most once a year, preferably remotely and during working hours, and carried out by an auditor bound by confidentiality.
- The costs of the audit are borne by the Controller.
- The audit will not give access to other clients' data or to information whose disclosure would compromise the security of the platform.

16. The Controller's obligations

The Controller undertakes to:

- Have a legal basis for processing its pupils' data and inform their families. In particular, obtain the families' consent by the means it considers appropriate; by accepting the terms of service it declares that it has that consent. Change Dyslexia makes a sample form available to it.
- Give Change Dyslexia lawful instructions.
- Not enter more data than necessary and not use real names as usernames.
- Keep its pupils' and account data up to date, and manage its teachers' access.

17. Liability

The parties' liability for breach of this agreement is governed by section 12 of the terms of service, to which this agreement is an annex. This does not limit each party's liability towards data subjects, which is governed by Article 82 GDPR.

18. Acceptance, versions and precedence

- This agreement is an annex to the Dytective terms of service and is accepted together with them, on registering or when accepting a new version. Whoever accepts it declares that they are authorised to do so on behalf of the Controller. Change Dyslexia records which version was accepted, when and from where.
- The parties may also sign it electronically: the PDF that is downloaded already bears Change Dyslexia's signature, and the Controller adds its own with a certificate that identifies it, so that each party keeps a copy with both signatures. That copy has the same text as the published version: the footer of each page of the PDF shows the version of the terms of service it belongs to and a digital fingerprint of its text.
- If Change Dyslexia changes the agreement in a relevant way, it will publish a new version of the terms of service and ask for it to be accepted.
- Regarding the protection of pupils' data, this agreement takes precedence over the terms of service.
- This agreement is published in Spanish, Catalan and English. In the event of any discrepancy, the Spanish version prevails.

19. Governing law and jurisdiction

This agreement is governed by Spanish law. The parties submit any dispute to the courts of Madrid.

Annex I. Sub-processors

Provider	Purpose	Location	Safeguards outside the EEA
DigitalOcean, LLC (USA)	Servers, database and backups	Frankfurt (Germany) and Amsterdam (Netherlands); possible access from the USA	EU-US Data Privacy Framework; standard contractual clauses
Brevo (France)	Sending the platform’s emails	EU; sub-processors in the USA and India	Standard contractual clauses; Data Privacy Framework
Freshworks Inc., “Freshdesk” (USA)	Handling support tickets	EU or USA	Standard contractual clauses
Functional Software, Inc., “Sentry” (USA)	App error logging	EU; possible access from the USA	Data Privacy Framework; standard contractual clauses
Google (Google Analytics)	Measuring use of the dashboard, only if the user accepts measurement cookies	Wherever Google has facilities	Data Privacy Framework; standard contractual clauses

Signatures

This agreement is signed electronically. Change Dyslexia signs it before publishing it; the Controller then adds its signature to this same document, with a certificate that identifies it and the person signing on its behalf.

For the Controller
The organisation and the person signing on its behalf, as shown in its electronic signature certificate.

For Change Dyslexia
María Luz Rello Sánchez, sole director, with her representative certificate.

Firmado por ***2906** MARIA LUZ RELLO (R: ****7087*) el día 14/10/2026 con un certificado emitido por AC CAMERFIRMA FOR NATURAL PERSONS - 2016