

Data Processing Agreement

pursuant to Article 28 of the General Data Protection Regulation (GDPR)
Version 1.1 · 9 October 2026

Controller: the studio that holds an account on handover.photo ("Studio").

Processor: Marcus Jacobi, trading as handover.photo, Apovathra 16, 64007 Nea Iraklitsa, Greece, VAT ID (ΑΦΜ) 183131022, info@handover.photo ("Processor").

This agreement is concluded electronically when the Studio ticks the acceptance box when creating or using its account. It applies to all personal data the Processor handles on the Studio's behalf through handover.photo.

1. Subject and duration

The Processor provides the handover.photo client gallery portal: receiving photos from the Studio's clients, storing them, creating watermarked previews, collecting comments, approvals and selections, handling payment status and delivering final files.

The agreement runs for as long as the Studio has an account. It ends automatically when the account is deleted.

2. Nature and purpose of processing

Storage, transfer, display, watermarking, packaging (ZIP) and deletion of image files; storage of client contact details; sending emails with links to the Studio's clients; recording comments, selections, approvals, payment status and downloads. The purpose is solely to provide the portal to the Studio.

3. Types of data and data subjects

Data: photographs (which may show people), names, email addresses and phone numbers of clients, comments and markups on images, selections and approvals, payment status, language choice, technical access data (IP address, time of access).

Data subjects: the Studio's clients, people shown in the photos, and the Studio's own staff using the account.

4. Instructions

The Processor processes personal data only on the Studio's documented instructions. Using the functions of the portal (uploading, sending links, deleting projects, and so on) counts as such an instruction. If the Processor believes an instruction breaches data protection law, it will tell the Studio without delay.

5. Confidentiality

Everyone with access to the Studio's data on the Processor's side is bound to confidentiality. The Processor does not look at the Studio's photos except where needed to fix a fault the Studio reported, or where required by law.

6. Security

The Processor takes the technical and organisational measures listed in Annex 1 and keeps them up to date. They may be improved over time; the level of protection will not be reduced.

7. Sub-processors

The Studio gives general authorisation for the sub-processors listed in Annex 2. The Processor will announce any new or replaced sub-processor at least 30 days in advance under Settings → What's new. The Studio may object within that period; if no solution is found, the Studio may delete its account.

The Processor imposes data protection obligations on each sub-processor that are equivalent to this agreement.

8. Transfers outside the EU

Files and the database are stored in the EU. Some processing steps (for example creating previews and signed links) run on Google servers in the United States, and emails are sent through a US provider. These transfers are covered by the EU Standard Contractual Clauses and, where the provider is certified, the EU-US Data Privacy Framework.

9. Support for the Studio

The Processor helps the Studio, as far as possible, to answer requests from data subjects (access, correction, deletion) and to meet its duties under Articles 32 to 36 GDPR. Most requests can be handled directly by the Studio in the portal, for example by deleting a project.

10. Personal data breaches

The Processor will inform the Studio without undue delay, and where possible within 48 hours of becoming aware, of any breach affecting the Studio's data, with the information the Studio needs to meet its own reporting duties.

11. Deletion and return

Photos are deleted automatically 180 days after delivery; the Studio can delete projects earlier at any time. When the account is deleted, all of the Studio's projects, photos, clients and links are deleted. Records the Processor must keep by law (for example invoices for the Studio's own subscription) are kept for the legal retention period only.

Before deleting its account the Studio can download its delivered files itself.

The Processor does not keep backup copies of the Studio's data. Deleted data cannot be restored. The Studio is responsible for keeping its own copies of original and final files.

12. Information and audits

The Processor makes available the information needed to show compliance with this agreement and allows for reasonable audits, which in the first instance are carried out by written questions to info@handover.photo.

13. Liability

Each party is liable towards data subjects as set out in Article 82 GDPR. Between the parties, the Processor is liable only for damage caused by a breach of the obligations this agreement or the GDPR place specifically on processors, or by acting outside or against the Studio's lawful instructions.

Except in cases of intent or gross negligence, the Processor's total liability under this agreement is limited to the fees the Studio paid for handover.photo in the twelve months before the event causing the damage. Loss of data that the Studio could have prevented by keeping its own copies is excluded.

The Studio is responsible for having a legal basis for the photos and data it uploads or lets its clients upload, and indemnifies the Processor against claims arising from its own breaches.

14. Final provisions

Greek law applies. If a provision is invalid, the rest of the agreement remains in force. The current version is always available at handover.photo/dpa; earlier versions remain valid for the period in which they were accepted.

Annex 1 — Technical and organisational measures

- All connections are encrypted (HTTPS/TLS); stored data is encrypted at rest by the hosting provider.
- Strict separation between studios: database and storage rules allow each studio access only to its own projects.
- Original photos and unwatermarked files are never public; access is only through signed links that expire.
- Clients see watermarked previews only; final files are released only after payment is confirmed.
- Upload, review and download links use long random keys and expire.
- Studio accounts are protected by password or Google sign-in; administrative access is limited to the operator.
- Automatic deletion of photos 180 days after delivery; complete deletion when an account is deleted.
- Activity log of uploads, comments, approvals, payments and downloads.
- Pages with client links carry no analytics or tracking.
- No backups: data is held only while the account and the project exist; deleted files cannot be recovered.

Annex 2 — Sub-processors

- Google Ireland Ltd. / Google LLC (Firebase, Google Cloud) — hosting, database (Belgium, EU), file storage (EU multi-region), processing functions (EU and USA), sign-in, reCAPTCHA abuse protection.
- Stripe Payments Europe Ltd. (Ireland) — payment of studio subscriptions and card payments.

- Resend, Inc. (USA) — sending emails with links and confirmations.

Accepted electronically by ticking the acceptance box on handover.photo. The date and time of acceptance are stored with the Studio account.