PicTalk

Data Processing Agreement – Pictalk Buddy

Template, version of 9 November 2026

Translation provided for convenience. In case of discrepancy, the French version prevails.

1. Parties and purpose

This agreement governs the processing of personal data carried out by Pictalk on behalf of the Organisation when the latter uses Pictalk Buddy, in accordance with Article 28 of the General Data Protection Regulation (GDPR). It is based on the standard contractual clauses adopted by the European Commission for the relationship between controllers and processors (Implementing Decision (EU) 2021/915).

Between:

- **The Organisation**: [name of the organisation or local authority], whose registered office is located at [address], represented by [name, title], hereinafter the "Controller";
- **Pictalk** (Pictalk Speech Made Easy), a French non-profit association (loi 1901) whose registered office is located at 13 rue Professeur Pierre Marion, 69005 Lyon, represented by Marie Caquineau, President, hereinafter the "Processor".

This agreement supplements the contract or the subscription terms for Pictalk Buddy entered into between the parties (the "Main Agreement"). In the event of any conflict regarding data protection, this agreement prevails.

It enters into force upon signature and terminates upon expiry of the Main Agreement, subject to the return and deletion obligations set out in Article 3.8.

2. Description of the processing

Pictalk processes the data solely to provide Pictalk Buddy to the Organisation, for the term of the Main Agreement.

ITEM	DESCRIPTION
Nature of the operations	Hosting, storage, synchronisation across devices, display, speech synthesis, sending of notifications, backup, deletion
Purposes	Providing the schedule, sequences and visual notebooks to pupils or supported persons; providing support, security and error correction
Data subjects	Pupils or supported persons, including minors; staff of the Organisation (teachers, support staff); where applicable, parents or legal representatives
Account data	Surname, first name and email address of the adults who manage the accounts; user identifier
Content	Schedule events (title, date, time, location), sequences, notebooks, pictograms and labels, uploaded images and files, added links and videos
Preferences	Language, font size, voice
Technical data	IP address, device model and operating system, device identifier, application version, notification token, error reports

ITEM	DESCRIPTION
Usage data	Screens viewed, features used
Location data	For paired GPS watches: serial number, position history (coordinates, altitude, speed, heading, time), geofences and their alerts, people the location is shared with; the phone's position to centre the map
AAC communication logs	Pictograms used and sentences built; collected only with consent, retained for a maximum of 3 months
Place of processing	France (OVHcloud: Paris, Gravelines, Strasbourg); sub-processors listed in Annex 1
Retention period	Until the account is deleted, or deletion after one year of inactivity; AAC logs: 3 months; backups: 2 days; location history: 24 hours (deleted every night)

Sensitive data. Content entered may indirectly reveal information about a pupil's health or disability. The Organisation ensures that only information necessary for the support provided is entered.

3. Obligations of Pictalk

3.1 Instructions. Pictalk processes the data solely on the documented instructions of the Organisation, consisting of the Main Agreement, this agreement and the use of the application. If an instruction appears to it to infringe the GDPR, Pictalk shall immediately inform the Organisation. Pictalk does not use the data for its own purposes: no advertising, no resale, no profiling and no training of artificial intelligence models.

3.2 Confidentiality. Only authorised persons at Pictalk have access to the data, within the limits of their duties. They are bound by confidentiality.

3.3 Security. Pictalk implements the technical and organisational measures described in Annex 2.

3.4 Sub-processing. The Organisation authorises the sub-processors listed in Annex 1. Pictalk shall inform the Organisation by email of any addition or replacement at least 30 days in advance; the Organisation may object within that period. Pictalk imposes the same data protection obligations on each sub-processor and remains liable for their compliance.

3.5 Transfers outside the EU. Account data and content are not stored outside the European Union. The only possible transfers are listed in Annex 1: subscription management (RevenueCat, covered by the European Commission's standard contractual clauses), push notifications and account emails (OneSignal, accessed from the United States, emails sent through Mailgun) and emails from the login service (Google), covered by standard contractual clauses and the EU–US Data Privacy Framework, and optional features, covered by an adequacy decision or limited to the IP address. The Organisation may request that these optional features not be used. Pictalk carries out no other transfer outside the European Union without documented instructions from the Organisation, unless required by law.

3.6 Assistance. Pictalk assists the Organisation in responding to requests to exercise data subject rights (access, rectification, erasure, restriction, portability, objection), in particular through the editing and deletion features of the application. If a data subject contacts Pictalk directly, Pictalk shall forward the request to the Organisation without delay. Pictalk also assists the Organisation, where necessary, in carrying out a data protection impact assessment (DPIA) and, where applicable, in consulting the supervisory authority (Articles 35 and 36 GDPR).

3.7 Personal data breaches. Pictalk notifies the Organisation of any personal data breach within a maximum of 48 hours after becoming aware of it, by email to the address designated by the Organisation. The notification describes the nature of the breach, the data and data subjects concerned, the likely consequences and the measures taken.

3.8 End of the agreement. Upon termination of the Main Agreement, the Organisation's group becomes read-only: no persons can be added to it and it can no longer be modified. The accounts of supported persons remain

accessible to the persons themselves and to their family or legal representative, as individual pay-what-you-want accounts; Pictalk then processes them as controller, in accordance with its privacy policy. An account with no login for one year is deleted automatically. At the Organisation's request, Pictalk returns the data to it in a common format and deletes the accounts and content created for it within 30 days; backups, retained for 2 days, are erased within the following 2 days. Pictalk confirms the deletion in writing.

3.9 Audits. Pictalk makes available to the Organisation the information necessary to demonstrate compliance with this agreement. The Organisation may conduct an audit, at its own expense, with 30 days' notice and no more than once per year, except in the event of a proven breach.

3.10 Records. Pictalk maintains a record of the processing activities carried out on behalf of the Organisation (Article 30.2 GDPR).

4. Obligations of the Organisation

The Organisation, as Controller:

- determines the purposes for which Pictalk Buddy is used and has a legal basis for the processing;
- informs pupils, their parents or legal representatives and its staff of the processing, and obtains the necessary consents, in particular for the AAC communication logs;
- enters into the application only the data necessary for the support provided;
- manages its staff's access and deletes accounts that are no longer in use;
- responds to requests from data subjects to exercise their rights, with the assistance of Pictalk;
- informs families, before the end of the Main Agreement, that the accounts will be retained as individual accounts and that they may request their deletion;
- provides Pictalk with a contact email address for the notifications provided for in this agreement: [address].

5. Breaches and termination

If Pictalk fails to comply with its obligations under this agreement, the Organisation may suspend its processing instructions until compliance is restored. If compliance is not restored within one month, the Organisation may terminate the Main Agreement in respect of the part concerned.

6. Governing law

This agreement is governed by French law. Any dispute relating to its performance falls within the jurisdiction of the competent courts of Lyon.

Annex 1 – Authorised sub-processors

All account data and all content are stored in France with OVHcloud. The other providers receive only the data indicated.

PROVIDER	USE	DATA TRANSMITTED	LOCATION
OVHcloud	Hosting, database, files, daily backup, application updates	All Service data	France (Paris, Gravelines, Strasbourg)

PROVIDER	USE	DATA TRANSMITTED	LOCATION
PostHog	Usage statistics, without screen recording	Usage events, identifier, name, email address, user type, goals chosen at sign-up, language	EU
Sentry	Error reports	Error traces, device, user identifier; in-app bug report: first name, email address, optional screenshot	Germany
OneSignal	Push notifications, delivered to devices by Apple (APNs) and Google (FCM), and account-related emails	Push token, user identifier, email address, name, user type, language, text of account emails	EU (Netherlands), accessed from the United States; emails via Mailgun, United States (standard contractual clauses, Data Privacy Framework)
RevenueCat	Subscriptions and in-app purchases	User identifier, email address, purchases, PostHog and OneSignal identifiers	United States (standard contractual clauses)
Google (Workspace)	Emails from the login service (address verification, password)	Email address, name, email text	Ireland and United States (standard contractual clauses, Data Privacy Framework)
Mistral AI	Optional AI features: correcting and translating sentences, rewriting notebook texts, smart context (off by default)	Text of the sentence or notebook, first name; with smart context, people, places and habits drawn from the schedule and notebooks	EU / EEA

Third-party services linked to optional features, called only when the feature is used:

SERVICE	FEATURE	DATA TRANSMITTED	LOCATION
OpenStreetMap	Maps and address search	Address entered, IP address	EU / United Kingdom (adequacy)
YouTube (Google)	Videos added to boards	IP address, video viewed	United States (Data Privacy Framework)
ElevenLabs	Premium voices using the user's own key	Text to be spoken	United States
ipify	Display of the local price and the donation panel (country inferred from the IP address)	IP address	United States
Hugging Face	Download of the on-device voice model	None (IP address of the download)	CDN

Annex 2 – Security measures

- Encryption of all exchanges between the application and the servers (HTTPS).
- Centralised user authentication (Keycloak).

- Isolated PostgreSQL database, accessible only from the cluster's private network.
- Infrastructure distributed across two OVHcloud sites (Paris and Gravelines).
- Daily database backup to a separate data centre (Strasbourg).
- Access to production data limited to authorised persons at Pictalk.
- Monitoring of service availability and centralised error reporting.
- No screen recording, no advertising trackers.

Signatures

FOR THE ORGANISATION	FOR PICTALK
Name:	Name: Marie Caquineau
Title:	Title: President
Date:	Date:
Signature:	Signature: