Data processing agreement (DPA)

NovaFisko · NovaFisko is a service provided by Novadesko SRL, Rue de Boussoit 4, 7110 Maurage, Belgium, BE 1018.192.568.
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This agreement, concluded pursuant to Article 28 GDPR, governs the processing by Novadesko SRL, which provides the NovaFisko service, of the personal data that firms entrust to it. It forms an integral part of the contract concluded by the firm and applies automatically to any use of the service; it can also be downloaded as a PDF.

1. Parties

- **The controller**: the accounting firm, fiduciary or professional holding a NovaFisko account (hereinafter 'the Firm'), as identified in its account.
- **The processor**: Novadesko SRL, Rue de Boussoit 4, 7110 Maurage, Belgium, BE 1018.192.568, which provides the NovaFisko service (hereinafter 'Novadesko'). Data protection contact: privacy@novadesko.com.

The agreement is accepted by the Firm at the same time as the terms of use and, for paid plans, the subscription agreement. A signed copy can be provided on request.

2. Subject matter and duration

Novadesko processes personal data on behalf of the Firm solely for the purpose of providing the NovaFisko service described in the terms of use. The agreement applies throughout the period of use of the service and until the data have been fully deleted or returned in accordance with Article 12.

The description of the processing (nature, purposes, categories of data and of data subjects) is set out in Annex 1.

3. Documented instructions

Novadesko processes the data only on documented instructions from the Firm. The following constitute such instructions: this agreement, the contract, the settings and actions performed by the Firm's users in the service (creating files, imports, activating Peppol, linking to Novadesko, connectors and exports, API keys) and the Firm's written requests.

If Novadesko considers that an instruction infringes the GDPR or another applicable provision, it shall immediately inform the Firm. If Union or Belgian law requires Novadesko to carry out processing, it shall inform the Firm before the processing, unless prohibited by law.

4. Confidentiality

Novadesko ensures that persons authorised to process the data have committed themselves to confidentiality or are under a statutory obligation of confidentiality, and that they access the data only to the extent necessary (support requested by the Firm, maintenance, security, legal obligation). Staff access to files is logged.

5. Security of processing

Novadesko implements the technical and organisational measures described in Annex 2, appropriate to the risk in accordance with Article 32 GDPR. It may change them provided that the overall level of protection is not reduced.

The Firm remains responsible for the security of its own access: management of users and their roles, withdrawal of access for persons leaving the Firm, protection of workstations and API keys, and enabling the protections offered.

6. Sub-processors

The Firm gives Novadesko a **general authorisation** to engage the sub-processors listed in Annex 3. Novadesko imposes on each of them, by contract, data protection obligations equivalent to those of this agreement and remains liable to the Firm for their performance.

Novadesko informs the Firm of any addition or replacement of a sub-processor **at least 30 days in advance** (by e-mail to the administrators or in the application, and by updating this page). The Firm may object within that period on reasonable grounds relating to data protection; if no solution is found, it may terminate the part of the service concerned free of charge.

Third-party software to which the Firm chooses to transmit data (connectors, exports, API) is not a sub-processor of Novadesko: such software acts on behalf of the Firm, which concludes its own contracts with the providers concerned.

7. Transfers outside the EEA

File data are hosted in the European Union. Novadesko transfers data outside the European Economic Area only to the sub-processors listed in Annex 3 and subject to a safeguard complying with Chapter V GDPR (adequacy decision, in particular the EU-US Data Privacy Framework, or the European Commission's standard contractual clauses), supplemented by data minimisation measures.

8. Assistance with data subject rights

The service enables the Firm to view, rectify, export and delete the data in its files. If a person contacts Novadesko directly about data in a file, Novadesko forwards the request to the Firm without delay and does not respond to it itself, unless instructed by the Firm. Novadesko assists the Firm, to a reasonable extent, in responding to requests that cannot be handled from within the service.

9. Personal data breaches

Novadesko notifies the Firm of any personal data breach affecting its files **without undue delay and no later than 48 hours** after becoming aware of it, so as to enable the Firm to meet the 72-hour deadline under Article 33 GDPR. The notification describes, as far as possible, the nature of the breach, the categories and approximate number of data subjects and records concerned, the likely consequences and the measures taken or proposed. The information may be provided in phases.

10. Impact assessments and authorities

Novadesko provides the Firm with the information reasonably necessary to carry out a data protection impact assessment or a prior consultation with the supervisory authority, and cooperates with the Data Protection Authority at its request.

11. Documentation and audits

Novadesko makes available to the Firm the information necessary to demonstrate compliance with Article 28 GDPR (this agreement, its annexes, the description of the security measures and any available certification). The Firm may, at its own expense, have an audit carried out by an independent auditor bound by confidentiality, no more than once a year except in the event of a proven breach, subject to 30 days' notice, during business hours and without access to other clients' data or any impairment of the security of the service. The audit shall give priority to a documentary review.

12. End of processing: return and deletion

At the end of the contract, the Firm may export its data (accounting exports, PDF, CSV, XML, migration files) for **90 days**. At the end of that period, Novadesko deletes the file data within 30 days, and their backup copies at the end of their rotation cycle, unless a legal retention obligation applies. On request, Novadesko confirms the deletion in writing.

Where a file is transferred to another firm at the client's request, the data are transmitted in accordance with the service's transfer procedure, which requires the consent of the parties concerned.

13. Liability, order of precedence and governing law

Each party's liability is governed by Article 82 GDPR and by the limitations set out in the terms of use, to the extent permitted by law. In the event of conflict between this agreement and another contractual document concerning data protection, this agreement prevails.

This agreement is governed by Belgian law; the courts of the judicial district of the registered office of Novadesko SRL (Hainaut, Mons division) have jurisdiction.

Annex 1: Description of the processing

Item	Description
Nature and purposes	Hosting, storage, organisation, consultation, extraction (including automatic document reading by AI), reconciliation, calculation, transmission (Peppol, connectors, exports, Novadesko link) and deletion of the data needed for bookkeeping, VAT, annual accounts and management of the files of the Firm's clients.
Categories of data subjects	The Firm's clients (natural persons, or directors and contacts of legal entities), their suppliers, customers, employees and other third parties appearing in the vouchers; the Firm's users.
Categories of data	Identification and contact details, enterprise and VAT numbers, invoicing data, accounting vouchers, bank details and bank transactions (CODA), entries, returns, payroll data appearing in accounting vouchers, communications relating to files, activity logs.
Sensitive data	Not targeted by the service. The Firm avoids entering special categories of personal data (Article 9 GDPR) beyond what bookkeeping requires.
Duration	Duration of the contract, then Article 12.
Location	European Union (France); limited transfers as set out in Annex 3.

Annex 2: Technical and organisational measures

- **Hosting**: dedicated OVHcloud servers in France, administrative access restricted by key and on a non-standard port, regular security updates.
- **Encryption**: HTTPS/TLS for all exchanges (website, application, API); hashed passwords; secrets, tokens and API keys encrypted or hashed in the database.
- **Authentication**: passkeys, approval of new devices, expiring sessions, limits on sign-in attempts.
- **Segregation**: strict logical separation of the data of each firm and each file; rights checked by role and by file on every request.
- **Traceability**: audit log of changes to files, logging of sign-ins and of staff access.
- **Availability and resilience**: regular backups of the database and files, restoration procedure, service monitoring.
- **Minimisation**: automatic deletion of temporary files (imports 30 days, e-mails in the invoices mailbox 24 hours, caches 7 days, recycle bin 90 days); data sent to the AI limited to the document being processed.
- **Organisation**: staff access limited to what is strictly necessary, confidentiality undertaking, procedure for incident management and breach notification.

Annex 3: Authorised sub-processors

Sub-processor	Processing	Location	Transfer safeguard
OVH SAS (OVHcloud)	Hosting of servers, data and backups	France	EU
B2Brouter Global SL	Peppol access point (sending, receiving, registering companies)	Spain	EU
Hostnet B.V.	Sending transactional e-mails	Netherlands	EU

Sub-processor	Processing	Location	Transfer safeguard
Anthropic PBC	Automatic document reading (AI), without model training	United States	Data Privacy Framework / standard contractual clauses
CompanySearch (companysearch.be)	Searching for and verifying companies (public data)	Belgium	EU
Apple Inc. (APNs), Google LLC (FCM)	Push notifications for sign-in approval	United States	Data Privacy Framework
IPinfo Inc.	Approximate geolocation of IP addresses (security)	United States	Data Privacy Framework / standard contractual clauses

Where a file is linked to the client's Novadesko account, data are exchanged with the Novadesko service, operated by the same company Novadesko SRL and subject to the same commitments.

Version history

1.0	November 3, 2026	First published version.

The French version is authoritative.

Novadesko SRL	The Firm
Anthony BELLIA	