1. The parties and their roles

The client is the controller of its employees' personal data. EverLearn Education Technology Co., Ltd. is the processor, who handles it on the client's behalf. This agreement is part of the terms of service.

2. The data and the purpose

The data is the learner data on the platform, listed in the privacy policy under what we collect: name, employee number, email (optional), group, role, language and display settings, progress, quiz attempts and scores, certificates, login times, the audit log, the LINE user id (when linked) and invitation emails.

The single purpose is to run and record the client's employee training.

3. Processing on instructions

EverLearn processes data only on the client's documented instructions. The client's settings in the platform and the actions of its administrators count as instructions. If EverLearn thinks an instruction breaks the law, it says so.

4. Staff and confidentiality

Only named administrators of EverLearn can reach the data, and they are bound by confidentiality. Every administrator action is in the audit log.

5. Security measures

The table follows the eleven security measures of article 12 of the Enforcement Rules of the Personal Data Protection Act, in the order of the article, and states what EverLearn commits to for each. The security measures are documented and made available to the client under this agreement. The lawyer confirms the wording of each measure's name.

Measure	What EverLearn does
Assigned people and resources	EverLearn's management is responsible for the protection of personal data, and the people who can reach the data are named in an access list.
Defining the scope of personal data	The data is what section 2 lists. EverLearn does not put other data into the platform.
Risk assessment and management	EverLearn assesses and records the risks to personal data, and has the platform tested by an independent party before it goes into full use.
Preventing, reporting and responding to incidents	Incident notice follows section 9. EverLearn limits abusive traffic and takes reports of weaknesses at any time.
Internal procedures for collecting, processing and using data	EverLearn processes data only on the client's instructions. The separation between companies is enforced in the database, and automated tests of it run on every change.
Data security and staff management	Access is by named accounts with the least privilege needed. Administrators must use a two step sign in. Sessions expire, sooner for administrators. Staff are bound by confidentiality.
Awareness and training	Staff who can reach data finish a data protection briefing and sign a confidentiality undertaking before they get access.
Equipment security	Data is stored with providers that run and protect the data centre equipment. Data is encrypted in transit and, where the provider supports it, at rest. Keys are kept in a managed vault, apart from the code. Backups are made daily and restoring from them is tested regularly.
Security audit	The client may audit once a year (section 10). EverLearn also checks its own controls on a regular schedule.
Usage records, trace data and evidence	Administrator actions are recorded in an audit log that can only be added to, never edited, and is kept for 3 years.
Continuous improvement	EverLearn reviews these measures regularly and after any incident, checks every change before release and keeps its software up to date.

6. Sub processors

EverLearn uses the categories of service in the table to process data. The current list of sub processors, with their names and locations, is provided on request and on signature. EverLearn tells the client 30 days before it adds one. The client may object and end the contract without penalty.

Category	What it does	Where	Data it handles	Provider's own use of it
Hosting and database provider	Hosts the site and the platform, stores the database, sign in and files, and runs server code	Asia Pacific region; delivery network worldwide; logs region to confirm	All platform data; requests in transit, form posts and logs	No
Video streaming provider	Stores and streams training videos	North America to confirm	Videos, playback ids, playback statistics	No
Transactional email provider	Sends email	North America or Europe to confirm	Addresses, message text, attachments	No
Messaging provider	Reminders and messenger sign in	Asia Pacific region, under the provider's own policy	LINE user id, message text	Per the provider's own policy
Privacy friendly analytics	Counts website visits without cookies	Europe	No personal data	No
Spam check provider	Spam check on the contact and login forms	Worldwide	IP address, browser signals	Per the provider's own policy
Service providers for course production	Process the material the client sends, so that EverLearn can make the client's course	to confirm	Client material, never learner data	to confirm

7. Cross border transfers

The regions where data sits are in the table in section 6. The client agrees that data is processed in those regions as the table shows. The note on article 21 is added once the lawyer confirms it.

8. Helping people use their rights

A learner's request goes to the client's administrator first. EverLearn forwards any request it receives to the client within 5 working days. EverLearn runs export and delete through the platform's data request function.

9. Incident notice

EverLearn tells the client within 72 hours of knowing about a data incident. The notice says what happened, which data and which people are affected, and what was done. The client informs the people as article 12 requires, and EverLearn helps.

10. Audits

The client may audit once a year on 30 days notice, or after an incident. Documents come first: the security measures are documented and made available to the client under this agreement. On site visits follow if needed, at the client's cost.

11. Term, deletion and return

When the contract ends, the data is first exported as the exit section of the terms of service says, then purged within 30 days after the retention period. The audit log is kept for 3 years in anonymised form. EverLearn confirms the purge in writing.

Data	Kept for
Audit log	3 years
Excel imports	7 days
Course source material	90 days after the course goes live, unless kept on request
Everything else	The contract plus 1 year, then purged by an EverLearn admin

12. Liability

Liability and its limit are the same as in the terms of service.

13. Signatures

Both sides sign on the last page of the PDF, which also shows the version and the date.

Change log

0.1 / 2026-10-25 / First full draft

EverLearn Education Technology Co., Ltd. (processor)	**Client (controller)**
Company name and representative	Company name and representative
Date	Date