

# Privacy and Data Processing Agreement

StreamZilla, version 2027.1

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At StreamZilla we care about your privacy and that of your end users. We are a European company with our own platform hosted in the EU, and privacy by design is how we build. This document describes how we handle personal data when you use StreamZilla.

Together with chapters 1 to 4 of the NLdigital Terms 2025 and your agreement, this document forms the data processing agreement within the meaning of article 28(3) of the General Data Protection Regulation (GDPR). It sets out the practical processing arrangements: the subject matter, nature, purpose and duration of the processing, the types of personal data, the categories of data subjects and the mutual obligations.

StreamZilla is a service of Jet-Stream Services B.V., Hoge der A 12, 9712 AC Groningen, the Netherlands ("StreamZilla", "we").

## 1. Roles

1.1 For personal data processed via the platform on your behalf (your media, the subtitles and transcripts generated from it, your users and the access data of your viewers), you (or your principal) are the controller and StreamZilla is the processor. You determine the purpose and means of the processing; we process solely on your instructions.

1.2 For the data StreamZilla needs about you as a customer (contact, account, support, billing and marketing data), StreamZilla is the controller. The StreamZilla privacy statement on [streamzilla.eu/legal](https://streamzilla.eu/legal) applies to that data.

1.3 You warrant that your use of the platform and your processing instructions are lawful and do not infringe the rights of data subjects or third parties.

## 2. What we process, and why

2.1 StreamZilla is a video platform. We host, process and deliver video, audio, images, subtitles and related pages. We do not monetise content or (meta)data, we do not claim ownership of your media or data, we do not use your media or data to train AI models, and we do not share your content or data except as described in this document or on your instructions.

2.2 In performing the agreement, StreamZilla processes the following on your behalf:

1. **Media you upload:** the personal data contained in your content. Purpose: hosting, processing and delivery on your instructions. Duration: the term of the agreement.
2. **Subtitles, transcripts and translations:** if you use automatic subtitles or translations, the speech in your media is converted into text and, where requested, translated. The resulting text may contain personal data. Purpose: accessibility, search and delivery on your instructions. This is done with AI models that run locally on StreamZilla's own infrastructure in the EU. No external AI services are involved, and your media, subtitles and transcripts are not used to train models. Duration: the term of the agreement, or until you delete the video or the subtitles.
3. **Access data of your end users (viewers):** IP address, user agent and access logs. Purpose: delivery, security, traffic measurement, analytics and billing. Access logs are automatically purged and deleted no later than three months after registration. In analytics reports, the last part of each IP address is omitted (for example 123.123.123.123 becomes 123.123.123.0), so that the reports contain pseudonymised, aggregated data.

4. **Users you admit to your account:** name and email address. Purpose: granting and managing access. You can view and delete these users and their data yourself.

2.3 If you use the included video player, it processes the same access data as referred to in article 2.2(3) for delivery and statistics. The player places no cookies and does not load advertising or tracking scripts by default. Chromecast support (which involves calls to Google) is enabled by default for ease of use and can be switched off by you per player (opt-out). If you or your end user activate Chromecast, the resulting processing by Google takes place in the relationship between the end user and Google, to which Google's privacy policy applies; Google is not a sub-processor of StreamZilla in that case. Advertising is only loaded if you configure it yourself; any contextual advertising in the player is cookieless, and the advertising provider concerned is then listed in the sub-processor list on [streamzilla.eu/legal](https://streamzilla.eu/legal).

2.4 The platform is not designed for processing special categories of personal data, criminal data or government-issued identification numbers. If your media contains such data, article 3.6 applies in full.

### 3. Our obligations as processor

3.1 We process personal data solely for the purposes described above and in accordance with your written instructions, unless a legal obligation requires otherwise; in that case we inform you before the processing, unless the law prohibits this. If we believe that an instruction infringes the GDPR or other privacy legislation, we inform you immediately and may suspend execution until you have confirmed or amended the instruction.

3.2 Our employees are bound by confidentiality. Access to systems is granted on a need-to-know basis. Employees do not access accounts, media or data, except: at your request for support; for platform-wide fault analysis; where required by law; or to investigate suspected misuse.

3.3 We take appropriate technical and organisational measures, including: encrypted connections (TLS) as standard; strict access control and monitoring; active patch and update procedures; redundancy across multiple independent zones; periodic security testing, including penetration tests by an independent party at times and with a scope determined by us; automated detection and blocking of unwanted access attempts; logical separation between customers, so that customers cannot access each other's content and data; limited and secured physical access to servers; encrypted, strong-password-protected employee devices; a documented record of processing activities and a data breach procedure. It is your responsibility to use secure connections to our services.

3.4 If we become aware of a personal data breach affecting your data, we notify you without undue delay and no later than 48 hours after discovery, via the contact details in your account. The notification contains the information available at that time on at least: the nature of the breach, the categories of data subjects and personal data, the likely scale, and the measures taken and proposed. This enables you to comply with your notification obligations as controller. We document breaches and cooperate reasonably in their handling.

3.5 We cooperate reasonably with data subject requests you receive (access, rectification, erasure, portability, restriction, objection) and, where possible, refer data subjects who contact us directly to you. We also cooperate reasonably with a data protection impact assessment (DPIA) when you are required to carry one out. We may charge our applicable rates for this cooperation in accordance with the NLdigital Terms.

3.6 Media containing personal data: it is your responsibility to protect such content, for example with password protection, restricting a video from appearing on your landing page, token protection and, where available, encryption (DRM). The choice of protection level for your content is yours; if you choose not to protect media, or to protect it only to a limited extent, this is at your own expense and risk. StreamZilla's security obligations regarding the platform itself (article 3.3) continue to apply in full.

## 4. Sub-processors

4.1 You grant general written authorisation for the engagement of sub-processors. We impose obligations on sub-processors that are essentially the same as the arrangements in this document.

4.2 The current list of sub-processors, stating for each sub-processor the name, role, country of establishment and transfer mechanism, is published on [streamzilla.eu/legal](https://streamzilla.eu/legal). In the standard service, all sub-processors are established in the EEA and none of them is subject to the jurisdiction of a third country; transfers outside the EEA do not take place in the standard service (see article 5). We currently use: Leaseweb Netherlands B.V. (data centre hosting, the Netherlands; Leaseweb has no access to your data; physical access is limited to racks, network and switches, only with our approval and under our supervision); BunnyWay d.o.o. (Bunny.net, content delivery network, Slovenia; caches parts of media content and holds access logs for delivery, security and traffic measurement, which are deleted there by us in accordance with article 2.2(3); the only account data shared is the account name); and Mollie B.V. (payment service provider, the Netherlands, for the billing of your plan only).

4.3 We inform you at least thirty days before a new sub-processor starts processing personal data. You have the right to object to a change in accordance with the NLDigital Terms; if consultation after your objection does not lead to a solution, you may terminate the service concerned.

## 5. Where your data is stored

5.1 Our core platform, including transcoding, subtitling, log processing and analytics, is hosted under our own management in the EU. By default, your data stays in Europe and your content is delivered via infrastructure and CDNs in the EU.

5.2 Delivery outside the EU only takes place if you activate worldwide delivery, specific regions outside the EU or other optional non-EU services. That activation, in the management environment or in your agreement, counts as your documented instruction for the related transfer. If a transfer outside the EEA takes place, we ensure a valid transfer mechanism (an adequacy decision or standard contractual clauses), carry out a transfer impact assessment where required when using standard contractual clauses, take additional measures where necessary, and limit the data involved to what is described in article 4.2.

5.3 Within the delivery regions you have activated, StreamZilla may use offload CDNs to optimise the performance of your videos and of the platform, with a preference for CDNs in the EU. Offload CDNs have no access to StreamZilla's systems or your data, other than cached media parts and their own access logs.

## 6. Retention and deletion

6.1 When your agreement ends, you decide within thirty days whether we return your personal data to you in a common machine-readable format, delete it, or both. If you make no choice, we delete it. In all cases, deletion is final within three months of the end of the agreement; backups are purged within the same period.

6.2 For data for which StreamZilla itself is the controller, such as customer, support and administrative data, the retention periods in the privacy statement apply (article 1.2).

6.3 Data retrieval and exit take place in accordance with the agreement and the NLDigital Terms. After a successful transfer and the end of the retrieval period, we delete your exportable data in such a way that it can no longer be used, unless a legal retention obligation applies.

6.4 Once original log files have been deleted, the calculated traffic metadata and the invoiced traffic serve as the source for any data calculation.

6.5 For beta environments, the Supplementary Terms apply: a beta environment has no backups and may be reset at the end of the beta, in which case all content and data in it are permanently deleted.

## 7. Audits

7.1 On request, we provide the information reasonably necessary to demonstrate that we comply with this data processing agreement, such as documentation of our measures and relevant certifications or third-party reports, including the ISO 27001 certificate once obtained, the management summary of the most recent penetration test and the Statement of Applicability. As a rule, this package is sufficient to demonstrate compliance.

7.2 In addition, you may have an audit carried out at most once a year, at your own expense (unless the audit shows a material shortcoming in compliance with this data processing agreement, in which case StreamZilla bears the reasonable costs), by yourself or by an auditor you have authorised, provided that the auditor is bound by confidentiality and is not a competitor of StreamZilla, with at least four weeks' notice, during office hours and with minimal disruption to our operations and other customers. Findings are shared with us first. An audit following a data breach or ordered by the supervisory authority does not count towards the annual maximum.

## 8. Term, liability and law

8.1 This data processing agreement applies for as long as StreamZilla processes personal data on your behalf under the agreement.

8.2 Liability is governed by article 15 of the NLdigital Terms.

8.3 Dutch law applies. The dispute resolution clause of the Supplementary Terms applies.

## 9. Amendments and contact

9.1 StreamZilla may update this document. The current version is always published on [streamzilla.eu](https://streamzilla.eu). Amendments that materially affect the processing will be announced at least two months in advance. Amendments that lower the level of protection of personal data only apply with your consent.

9.2 For data breach notifications, data subject requests and other privacy questions, you can reach us via [privacy@jet-stream.com](mailto:privacy@jet-stream.com).

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