

Einführung von Eleven v3 Alpha    V3 AUSPROBIEREN

**ElevenLabs**

REGISTRIEREN



# ElevenLabs Data Processing Addendum

SPRACHCHAT



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# 1. Definitions and Interpretation

Unless otherwise defined herein, capitalized terms and expressions used in this DPA shall have the following meaning:

**“Applicable Data Protection Laws”** means any applicable privacy or data protection legislation or regulations, including but not limited to European Data Protection Laws, and the California Consumer Privacy Act, as amended by the California Privacy Rights Act and its implementing regulations as amended or superseded from time to time (**“CCPA”**) as well as similar laws adopted in other states. In the event of a conflict in the meanings of defined terms in the Applicable Data Protection Laws, the meaning from the law applicable to the region of residence of the relevant Data Subject applies;

**“Controller”** shall be interpreted consistent with Applicable Data Protection Laws and includes, at a minimum and where applicable “controller” as that term is defined under European Data Protection Laws and Applicable Data Protection Laws in the U.S. and “business” as the term is defined under the CCPA;

**“Customer Personal Data”** means any Personal Data Processed by ElevenLabs as a Processor on behalf of Customer or Third-Party Controller pursuant to the Agreement;

**“Data Subject”** shall be interpreted consistent with Applicable Data Protection Laws, and includes at a minimum and where applicable “data subject” as that term is defined under European Data Protection Laws and “consumer” as the term is defined under the CCPA and Applicable Data

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**“Data Subject Rights”** means all rights granted to Data Subjects under

**Data Subject Rights** means all rights granted to Data Subjects under Applicable Data Protection Laws, which may include, as applicable, rights to information, access, rectification, erasure, restriction, portability, objection, the right to withdraw consent, and the right not to be subject to automated individual decision-making in accordance with Applicable Data Protection Laws;

**"Data Transfer"** means a disclosure of Customer Personal Data by an organization subject to European Data Protection Laws to another organization located outside the EEA, the UK, or Switzerland;

**"DPA"** means this Data Processing Agreement;

**"EEA"** means the European Economic Area;

**"European Data Protection Laws"** means the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") and the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC), their national implementations in the EEA, including the European Union, and all other data protection laws of the EEA, the United Kingdom ("**UK**"), and Switzerland, each as applicable, and as may be amended or replaced from time to time;

**"EU-US Data Privacy Framework"** means the adequacy decision laid down in the Commission Implementing Decision of July 10, 2023, pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council on the adequate level of protection of personal data under the EU-US Data Privacy Framework

C(2023) 4745 final;

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**"Personal Data"** shall be interpreted consistent with Applicable Data Protection Laws, and includes at a minimum and where applicable "personal data" as that term is defined under European Data Protection Laws and "personal information" as the term is defined under the CCPA;

**"Process"** and **"Processing"** shall be interpreted consistent with Applicable Data Protection Laws;

**"Processor"** shall be interpreted consistent with Applicable Data Protection Laws, and includes at a minimum and where applicable a "processor" as the term is defined under European Data Protection Laws and "service provider" or "contractor" as those terms are defined under the CCPA;

**"SCCs"** means the clauses annexed to the EU Commission Implementing Decision 2021/914 of June 4, 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council as amended or replaced from time to time;

**"Services"** means the services provided by ElevenLabs to the Customer under the Agreement.

**"Subprocessor"** means any person appointed by ElevenLabs to Process Personal Data on behalf of the Customer in connection with the Services;

**"Data Transfer"** means a disclosure of Customer Personal Data by an

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organization subject to European Data Protection Laws to another organization located outside the EEA, the UK, or Switzerland;

**“Third-Party Controller”** means a Controller for which the Customer is a Processor; and

**“UK Addendum”** means the addendum to the SCCs issued by the UK Information Commissioner under Section 119A(1) of the UK Data Protection Act 2018 (version B1.0, in force March 21, 2022).

The terms, **“Commission”**, **“Member State”**, **“Personal Data Breach”** and **“Supervisory Authority”** shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

The terms, **“Business Purpose”**, **“Share”**, and **“Shared”** shall have the same meaning given to them under the CCPA. The terms **“Sell”** and **“Selling”** shall have the meaning defined in Applicable Data Protection Laws in the U.S.

## 2. Scope

2.1 This DPA applies to the Processing of Customer Personal Data by ElevenLabs. The subject matter, nature and purposes of the Processing, the types of Customer Personal Data and categories of Data Subjects are set out in **Annex I**, which is an integral part of this DPA.

2.2 Customer is a Controller of Customer Personal Data and processes such data as a Processor of such data. Customer is responsible for ensuring compliance with the requirements of Applicable Data Protection Laws applicable to Controllers. In particular, and where applicable, Customer acknowledges and agrees that it will

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provide notice to Data Subjects about the Processing of Personal Data by ElevenLabs as described in this DPA, and obtain Data Subjects' consent to such Processing by ElevenLabs as necessary to comply with Applicable Data Protection Law. ElevenLabs shall comply with the obligations of Applicable Data Protection Laws and, as applicable, shall provide the level of privacy protection to Customer Personal Data required by such Applicable Data Protection Laws.

2.3 If Customer is a Processor on behalf of a Third-Party Controller, then Customer: is the single point of contact for ElevenLabs; must obtain all necessary authorizations from such Third-Party Controller; will ensure that the Third Party Controller provided notice and obtained any consents necessary for Processing by ElevenLabs as set forth in section 2.2; and undertakes to issue all instructions and exercise all rights on behalf of such other Third-Party Controller.

### 3. Processing of Customer Personal Data

3.1 ElevenLabs shall not Process Customer Personal Data other than on the relevant Customer's documented instructions.

3.2 The Customer's instructions are documented in this DPA, the Agreement, and any applicable statement of work, and ElevenLabs shall process Customer Personal Data for the limited and specific purposes of carrying out these documented instructions or as otherwise expressly permitted by Applicable Data Protection Laws. Where permitted by Applicable Data Protection Laws, Customer has the right to take reasonable and appropriate steps to ensure that ElevenLabs uses Customer Personal Data consistent with Customer's obligations under Applicable Data Protection Laws.

3.3 Solely for the purposes of the CCPA, and except as expressly permitted by the CCPA, ElevenLabs is prohibited from: (i) Selling or Sharing Customer Personal Data, (ii) retaining, using, or disclosing Customer Personal Data for any purpose other than for the specific purpose of performing the Services, (iii) retaining using, or disclosing Customer Personal Data with Personal Data for the purposes of the CCPA. The Parties acknowledge and agree that the exchange of Personal Data between the Parties does not form part of any monetary or other valuable

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consideration exchanged between the Parties with respect to the Agreement or this DPA.

3.4 Unless prohibited by applicable law, ElevenLabs will inform Customer if ElevenLabs is subject to a legal obligation that requires ElevenLabs to Process Customer Personal Data in contravention of Customer's documented instructions.

#### 4. Personnel

ElevenLabs shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Customer Personal Data, as strictly necessary for the purposes of the Agreement, and ensuring that all such individuals are subject to contractual confidentiality obligations or professional or statutory obligations of confidentiality.

#### 5. Security

5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, ElevenLabs shall in relation to the Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures listed in **Annex II**.

5.2 In assessing the appropriate level of security, ElevenLabs shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

#### 6. Subprocessing

6.1. Customer hereby authorizes ElevenLabs to engage Subprocessors. A list of ElevenLab's current Subprocessors is included in [compliance.elevenlabs.io](https://compliance.elevenlabs.io).

6.2. ElevenLabs will enter into a written agreement with Subprocessors which

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imposes the same obligations as required by Applicable Data Protection Laws.

6.3. ElevenLabs will notify Customer prior to any intended change to Subprocessors. Customer may object to the addition of a Subprocessor by providing written notice detailing the grounds of such objection within thirty (30) days following ElevenLabs' notification of the intended change. Customer and ElevenLabs will work together in good faith to address Customer's objection. If ElevenLabs chooses to retain the Subprocessor, ElevenLabs will inform Customer at least thirty (30) days before authorizing the Subprocessor to Process Customer Personal Data, and either party may immediately discontinue providing or using the relevant parts of the Services, as applicable, and may terminate the relevant parts of the Services within thirty (30) days.

## 7. Data Subject Rights

7.1 Taking into account the nature of the Processing and the information available to ElevenLabs, ElevenLabs shall assist the Customer by implementing appropriate technical and organisational measures, as appropriate, for the fulfillment of the Customer's obligations to respond to requests to exercise Data Subject Rights.

7.2 ElevenLabs shall:

- 7.2.1 promptly notify Customer if it receives a request from a Data Subject under any Applicable Data Protection Laws in respect of Customer Personal Data; and
- 7.2.2 ensure that it does not respond to that request except on the documented instructions of Customer or as required by applicable laws.

## 8. Personal Data Breach

8.1 ElevenLabs shall notify Customer without undue delay upon becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow the Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Applicable Data Protection Laws.

8.2 ElevenLabs shall co-operate with the Customer and take reasonable commercial steps as directed by Customer to assist in the investigation.

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mitigation and remediation of each such Personal Data Breach.

## 9. Data Protection Impact Assessment and Prior Consultation

ElevenLabs shall provide reasonable assistance to the Customer with any data protection impact assessments, and prior consultations with Supervisory Authorities or other competent data privacy authorities, which Customer reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Applicable Data Protection Laws, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to ElevenLabs.

## 10. Deletion or Return of Customer Personal Data

10.1. This DPA is terminated upon the termination of the Agreement.

10.2. The Customer may request return of Customer Personal Data in ElevenLabs' or ElevenLabs' Subprocessors' possession up to ninety (90) days after termination of the Agreement. Unless required or permitted by applicable law, ElevenLabs will delete all remaining copies of Customer Personal Data within one hundred eighty (180) days after returning Customer Personal Data to Customer. ElevenLabs may retain Customer Personal Data to the extent required by applicable law but only to the extent and for such period as required by such law and always provided that ElevenLabs shall ensure the confidentiality of all such Customer Personal Data.

## 11. Audit rights and Compliance

11.1 Subject to this Section 11, and upon reasonable request of Customer, ElevenLabs shall make available to the Customer on request all information and documentation necessary to demonstrate compliance with this Agreement. Where permitted by law, ElevenLabs may instead make available to Customer a summary of the results of a third-party audit or certification reports relevant to ElevenLabs' compliance with this DPA.

11.2 Where permitted by Applicable Data Protection Laws, ElevenLabs shall have the right to monitor ElevenLabs' compliance with this DPA through reasonable audits and inspections by Customer or the Customer's designated auditor. ElevenLabs shall

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inspections by Customer or the Customer's designated auditor. ElevenLabs shall cooperate with any audit or inspection initiated by Customer, provided that such audit or inspection will not unreasonably interfere with the normal conduct of ElevenLabs' business. Unless the audit or inspection reveals a breach by ElevenLabs of this DPA or Applicable Data Protection Law, Customer shall bear the costs of the audit or inspection.

11.3 Information rights of the Customer only arise under **Section 11.1** to the extent that the Agreement does not otherwise give the Customer information rights meeting the relevant requirements of Applicable Data Protection Law.

11.4 Solely for the purpose of the CCPA, ElevenLabs shall promptly notify Customer if it determines that it can no longer meet its obligations under the CCPA. Upon receiving notice from ElevenLabs in accordance with this subsection, Customer may direct ElevenLabs to take reasonable and appropriate steps to stop and remediate unauthorized use of Customer Personal Data.

## 12. Data Transfer

12.1 Customer hereby authorizes ElevenLabs to perform Data Transfers to any country deemed to have an adequate level of data protection by the European Commission, including on the basis of the EU-US Data Privacy Framework, or by other competent authorities (including in the UK and Switzerland), as appropriate; on the basis of adequate safeguards in accordance with European Data Protection Laws; or pursuant to the SCCs and the UK Addendum referred to in **Sections 12.2** and **12.3** below.

12.2 By entering into this DPA, Customer and ElevenLabs conclude Module 2 (controller-to-processor) of the SCCs and, to the extent Customer is a Processor on behalf of a Third-Party Controller, Module 3 (Processor-to-Subprocessor) of the SCCs, which are hereby incorporated and completed as follows: the "data exporter" is Customer; the "data importer" is ElevenLabs; the optional docking clause in Clause 7 is implemented; Option 2 of Clause 9(a) is implemented and the time period therein is specified in Section 6.3 a' Clause 11(a) is struck; Option 1 in Clause 17 is im, is the law of Poland; the courts in Clause 18(b) are the Courts of Poland; Annex I and II to Module 2 and 3 of the SCCs are Annex I and II to this DPA respectively.

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and II to Module 2 and 3 of the SCCs are **Annex I** and **II** to this DPA respectively. For Data Transfers from Switzerland, Data Subjects who have their habitual residence in Switzerland may bring claims under the SCCs before the courts of Switzerland.

12.3 By entering into this DPA, Customer and ElevenLabs conclude the UK Addendum, which is hereby incorporated and applies to Data Transfers outside the UK. Part 1 of the UK Addendum is completed as follows: (i) in Table 1, the “Exporter” is Customer and the “Importer” is ElevenLabs, their details are set forth in this DPA, and the Agreement; (ii) in Table 2, the first option is selected and the “Approved EU SCCs” are the SCCs referred to in Section 12.2 of this DPA; (iii) in Table 3, Annexes 1 (A and B) and II to the “Approved EU SCCs” are Annex I and II respectively; and (iv) in Table 4, both the “Importer” and the “Exporter” can terminate the UK Addendum.

## ANNEX I

# DESCRIPTION OF THE TRANSFER

## A. LIST OF PARTIES

Data exporter:

- Customer (as defined above)
- Role (controller/processor): Controller, or Processor on behalf of Third-Party Controller

Data importer:

- Name: ElevenLabs (as defined above)
- Role (controller/processor): Processor on behalf of Customer, or Subprocessor on behalf of Third-Party Controller

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## B. DESCRIPTION OF INTERNATIONAL DATA TRANSFER

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## TRANSFER

- Categories of Data Subjects whose Personal Data is transferred:  
*Data subjects whose characteristics are present in content uploaded by the Customer.*
- Categories of Personal Data transferred:  
*Audio or video recordings, text input or other content uploaded by the Customer.*
- Sensitive Data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.  
*N/A*
- The frequency of the International Data Transfer (e.g. whether the Personal Data is transferred on a one-off or continuous basis):  
*On a continuous basis.*
- Nature of the processing:  
*The Personal Data will be processed and transferred as described in the Agreement.*
- Purpose(s) of the International Data Transfer and further Processing:  
*The Personal Data will be transferred and further processed for the provision of the services as described in the Agreement.*
- The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period:  
*Personal Data will be retained for as long as necessary taking into account the purpose of the Processing, and in compliance with applicable laws, including laws on the statute of limitations and Data Protection Law.*
- For International Data Transfer to (Sub)Processors, also specify subject matter, nature and duration of the Processing:  
*For the subject matter and nature of the Processing, reference is made to the Agreement and this DPA. The Processing will*

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## C.COMPETENT SUPERVISORY AUTHORITY

- The competent authority for the Processing of Personal Data relating to Data Subjects located in the EEA is the Supervisory Authority of the EU Member State in which the data exporter is established.
- The competent authority for the Processing of Personal Data relating to Data Subjects located in the UK is the UK Information Commissioner.
- The competent authority for the Processing of Personal Data relating to Data Subjects located in Switzerland is the Swiss Federal Data Protection and Information Commissioner.

### ANNEX II

## TECHNICAL AND ORGANIZATIONAL MEASURES INCLUDING TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

ElevenLabs will, at a minimum, implement the following types of security measures when Processing Customer Personal Data:

### 1. Physical access control

Technical and organizational measures to prevent unauthorized persons from gaining access to the data processing systems available in premises and facilities (including databases, application servers and related hardware), where Customer Personal Data are Processed, include:

- Establishing security areas, restriction of access paths;
- Establishing access authorizations for employees and third parties;
- Securing decentralized data processing equipment and personal computers.

### 2. Virtual access control

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Technical and organizational measures to prevent data processing systems from being used by unauthorized persons include:

- User identification and authentication procedures;
- ID/password security procedures (special characters, minimum length, change of password);
- Automatic blocking (e.g. password or timeout);
- Monitoring of break-in-attempts and automatic turn-off of the user ID upon several erroneous passwords attempts;
- Creation of one master record per user, user-master data procedures per data processing environment; and
- Encryption of archived data media.

### 3. Data access control

Technical and organizational measures to ensure confidentiality and that persons entitled to use a data processing system gain access only to such Customer Personal Data in accordance with their access rights, and that Customer Personal Data cannot be read, copied, modified or deleted without authorization, include:

- Internal policies and procedures;
- Control authorization schemes;
- Default configuration;
- Differentiated access rights (profiles, roles, transactions and objects);
- Disciplinary action against employees who access Personal Data without authorization;
- Reports of access;
- Access procedure;
- Change procedure;
- Deletion procedure; and
- Encryption.

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## 4. Disclosure control

Technical and organizational measures to ensure that Customer Personal Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage on storage media (manual or electronic), and that it can be verified to which companies or other legal entities Customer Personal Data are disclosed, include:

- Encryption/Pseudonymization/tunneling;
- Logging; and
- Transport security.

## 5. Entry control

Technical and organizational measures to monitor whether Customer Personal Data have been entered, changed or removed (deleted), and by whom, from data processing systems, include:

- Logging and reporting systems; and
- Audit trails and documentation.

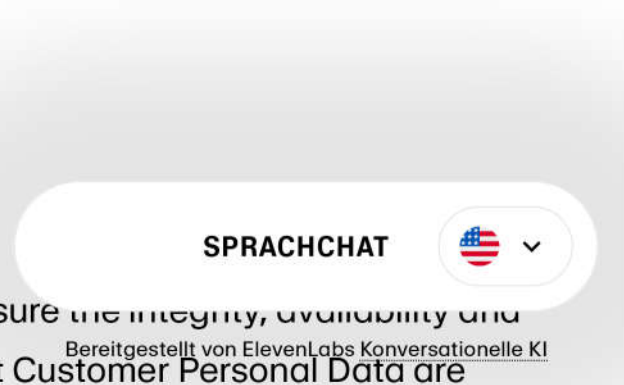
## 6. Control of instructions

Technical and organizational measures to ensure that Customer Personal Data are Processed solely in accordance with the instructions of the Controller include:

- Unambiguous wording of the contract;
- Formal commissioning (request form); and
- Criteria for selecting the Processor.

## 7. Availability control

Technical and organizational measures to ensure the integrity, availability and resilience of the processing systems, and that Customer Personal Data are



protected against accidental destruction or loss (physical/logical) include:

- Backup procedures;
- Mirroring of hard disks;
- Uninterruptible power supply (UPS);
- Remote storage;
- Anti-virus/firewall systems; and
- Disaster recovery plan, in the event of a physical or technical incident.

## 8. Separation control

Technical and organizational measures to ensure that Customer Personal Data collected for different purposes can be Processed separately include:

- Separation of databases;
- "Internal client" concept / limitation of use;
- Segregation of functions (production/testing); and
- Procedures for storage, amendment, deletion, transmission of data for different purposes.

## 9. Testing controls

Technical and organizational measures to test, assess and evaluate the effectiveness of the technical and organizational measures implemented in order to ensure the security of the processing include:

- Periodical review and test of disaster recovery plan;
- Testing and evaluation of software updates before they are installed;
- Authenticated (with elevated rights) vulnerability scanning; and
- Test bed for specific penetration tests.

## 10. IT governance

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Technical and organizational measures to improve the overall management of IT and ensure that the activities associated with information and technology are aligned with the compliance efforts include:

- Certification/assurance of processes and products;
- Processes for data minimization;
- Processes for data quality;
- Processes for limited data retention;
- Processes for ensuring accountability; and
- Data subject rights handling policies.

The measures in this Annex apply to all transfers described in this DPA.

*(Last modified April 30, 2024)*



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