Data Processing Agreement (DPA)

Between Charla LLC and its Customers

Parties

This Data Processing Agreement ("DPA") is entered into by and between:

- Charla LLC, a company incorporated and registered in 1309 Coffeen Ave STE 1200 Sheridan, WY, United States ("Processor")
- (You), The customer, ("Controller") using the services provided by Charla LLC.

Introduction

This DPA reflects the parties' agreement with regard to the terms governing the processing and security of Personal Data (as defined below) under the General Data Protection Regulation (GDPR) (EU) 2016/679. The Parties have agreed to enter this Personal Data Processing Agreement as follows.

Definitions

- Controller: The entity that determines the purposes and means of the processing of Personal Data.
- Processor: The entity that processes Personal Data on behalf of the Controller.
- Sub-processor: Any Processor engaged by Charla LLC.
- Personal Data: Any information relating to an identified or identifiable natural person.
- Processing: Any operation or set of operations which is performed on Personal Data, such as collection, storage, use, transfer, or destruction.
- Data Subject: The identified or identifiable person to whom Personal Data relates.
- GDPR: General Data Protection Regulation (EU) 2016/679.

1. Data Processing

Personal Data shall be processed by the Processor solely for the purposes of providing the services specified in the main agreement between the parties.

The Processor asserts that it implements security measures that fulfill the requirements of the Regulation.

2. Scope of Data Processing

The scope of the data processing includes, but is not limited to, the following categories of Personal Data:

- Identification data: such as first name, last name
- Contact information: email address, phone number
- Technical data: such as IP address, device information, and browser type
- Usage data: such as login details, activity logs, and user preferences
- Data processed during interactions with end-users (Data Subjects) via communication channels
- Other data processed in regard to Services (applicable to the specific type and scope of Services).

The Processor shall ensure that all Personal Data is processed in accordance with the GDPR and the terms set out in this DPA. The Processor shall only process Personal Data on documented instructions from the Controller, unless required to do so by applicable laws.

3. Obligations of Customer.

Customer represents and warrants that it will comply with Data Protection Laws and only instruct the Processor to Process Personal Data to the extent such Processing is lawful according to Data Protection Laws.

4. Obligations of Processor.

The Processor is committed to ensuring the security of Personal Data and implements the following measures:

1. **Access Control**: Access to Personal Data is granted only to authorized personnel who require it for their tasks. These individuals are bound by confidentiality agreements and have received appropriate training on data protection.
2. **Processor** will not sell or share Personal Data except as instructed by Customer.
3. **Technical and Organizational Measures**: The Processor implements appropriate technical and organizational measures to ensure a level of security appropriate to

the risk of violating the rights or freedoms of individuals whose personal data will be processed under the Agreement. This includes, but is not limited to:

- The controller login credentials are sent to the application via a secure communication channel and is stored as a strong irreversible hash in a protected database
- The password can be changed by the user at any time after providing the current password
- Regular security assessments and audits to identify and mitigate potential vulnerabilities.
- Implementation of firewalls, intrusion detection systems, and anti-malware solutions to protect against unauthorized access and cyber threats.
- Regular updates and patch management to ensure that all systems and software are up-to-date with the latest security patches.

4. **Data Protection by Design and Default**: The Processor ensures that data protection principles are integrated into the design and operation of its services. This includes minimizing the collection of Personal Data, pseudonymizing data where possible, and ensuring that Personal Data is only accessible to those who need it.
5. **Incident Response**: The Processor has established procedures to detect, report, and respond to data breaches. In the event of a Personal Data breach, the Processor will notify the Controller without undue delay and provide all necessary information to mitigate the impact of the breach.
6. **Regular Training**: The Processor conducts regular training sessions for its employees on data protection and security best practices to ensure ongoing compliance with GDPR and other relevant regulations.
7. **Sub-processors**: The Processor ensures that any Sub-processors engaged to process Personal Data on its behalf implement similar security measures and are bound by the same data protection obligations as set out in this DPA.

5. Sub-processors

The Controller authorizes the Processor to engage the below Sub-processors to process Personal Data. The Processor shall enter into a written agreement with each Sub-processor which imposes the same data protection obligations as set out in this DPA.

The Processor shall remain fully liable to the Controller for the performance of the Sub-processor's obligations.

The Processor shall inform the Controller of any intended changes concerning the addition or replacement of Sub-processors, giving the Controller the opportunity to object.

Sub-processor	Purpose	Location
Microsoft	Data Hosting, DNS and CDN	USA
Oracle	Applications and Databases	Netherlands
Google Inc.	Analytics and Push Notifications	USA
Apple Inc.	App Store Distribution	USA
Mailgun	Sending Emails	USA
Stripe	Payment Provider	USA
OpenAI	AI Chatbots	USA

6. Data Subject Rights

The Processor shall assist the Controller, by appropriate technical and organizational measures, insofar as this is possible, in fulfilling its obligations to respond to requests by Data Subjects to exercise their rights under the GDPR.

The Processor shall promptly notify the Controller if it receives a request from a Data Subject under the GDPR in respect of Personal Data.

The Processor shall not respond to such a request except on the documented instructions of the Controller or as required by applicable laws.

7. Data Retention and Deletion

Upon termination of the services, the Processor shall, at the choice of the Controller, delete or return all Personal Data to the Controller and delete existing copies unless Union or Member State law requires storage of the Personal Data.

8. Audit Rights

The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in this DPA and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller.

The Processor shall immediately inform the Controller if, in its opinion, an instruction infringes the GDPR or other Union or Member State data protection provisions.

9. Term of Contract

The Processor may process data for the term of the Agreement. The Agreement will last as long as the Main Agreement, ending automatically if the Main Agreement terminates, cancels, or expires, without further statements required from the Parties.

10. Governing Law and Jurisdiction

This DPA shall be governed by and construed in accordance with the laws of Wyoming, United States.

Any disputes arising out of or in connection with this DPA shall be subject to the exclusive jurisdiction of the courts of Wyoming, United States.

11. How to Contact Charla LLC

Charla LLC
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Attn: Data Protection
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