

Data Processing Agreement (DPA) V1.5

This Data Processing Agreement ("Agreement") is issued by TimelinesAI LLC ("Processor") and forms part of the Terms of Service or any other applicable agreement governing the use of TimelinesAI services (the "Principal Agreement").

By subscribing to, accessing, or using TimelinesAI services, the customer ("Controller") is deemed to have accepted and agreed to this Agreement.

This Agreement is not open to negotiation and applies automatically to all customers to the extent required by Article 28 of the GDPR.

1. Definitions

- "GDPR" refers to the General Data Protection Regulation (EU) 2016/679.
- "Standard Contractual Clauses" or "SCCs" means the standard contractual clauses adopted by the European Commission pursuant to Implementing Decision (EU) 2021/914.
- "Personal Data" means any information relating to an identified or identifiable natural person. "Processing" means any operation performed on Personal Data, such as collection, storage, or transmission.
- "Sub-Processor" means any third-party entity engaged by the Processor to process Personal Data on behalf of the Controller.

2. Subject Matter & Purpose

The Controller has engaged the Processor to provide SaaS services that involve the processing of Personal Data.

The Processor shall process Personal Data only for the purposes specified by the Controller, in accordance with this Agreement, and shall not process Personal Data for its own purposes.

3. Obligations of the Processor

The Processor shall:

- Process Personal Data only in accordance with the documented instructions of the Controller;
- Ensure that personnel authorized to process Personal Data are subject to confidentiality obligations;
- Implement appropriate technical and organizational measures (TOMs) to ensure data security (see Annex II);
- Assist the Controller in fulfilling its obligations regarding Data Subject rights and cooperation with supervisory authorities;
- Assist the Controller, upon request, in fulfilling its obligations under Articles 32–36 GDPR, including Data Protection Impact Assessments;
- Notify the Controller without undue delay in the event of a data breach;

4. Obligations of the Controller

The Controller shall:

- Ensure that Personal Data is lawfully collected and provided to the Processor;
- Provide clear and documented instructions to the Processor regarding data processing;
- Inform the Processor of any changes in processing requirements or legal obligations.

5. Security Measures

The Processor shall implement the Technical and Organizational Measures (TOMs) described in Annex II. These include, but are not limited to: encryption, access control, authentication, backups, monitoring, and regular security audits.

6. Sub-Processors

- The Controller grants general authorization for the Processor to engage Sub-Processors listed in Annex I.
- The Processor shall ensure that each Sub-Processor is bound by equivalent data protection obligations.
- The Processor may engage additional or replacement Sub-Processors from time to time. The Processor shall provide proactive notice of any material changes to its list of Sub-Processors by making an updated list available to the Controller, including by electronic communication, and, where reasonably practicable, by notifying the Controller of such changes.
- The Controller may object to such changes on reasonable data protection grounds. Where the Controller objects and the parties are unable to resolve the concern, the Controller's sole and exclusive remedy shall be to terminate the Principal Agreement in accordance with its terms, including any applicable provisions governing subscription termination and fees.

7. International Data Transfers

- Where Personal Data processed under this Agreement is transferred outside the European Economic Area or United Kingdom, the Processor shall ensure that such transfers are subject to appropriate safeguards in accordance with Chapter V of the GDPR.
- Such safeguards may include the Standard Contractual Clauses.
- The Standard Contractual Clauses (Module Two, Controller to Processor) are hereby incorporated by reference and form an integral part of this Agreement where applicable.
- The SCCs apply only to the extent required to legitimize an international transfer of Personal Data. Where no such transfer occurs, the SCCs shall have no effect.
- In the event of any conflict between this Agreement and the SCCs, the SCCs shall prevail to the extent required by applicable data protection law.

8. Data Breach Notification

The Processor shall notify the Controller without undue delay, and no later than 48 hours, after becoming aware of a data breach. The notification shall include details of the breach, its likely impact, and remediation measures.

9. Audit and Compliance

Upon written request, the Processor shall provide evidence of its data protection and security practices (e.g., security certifications, audit summaries, or responses to a questionnaire). No on-site audits shall be permitted unless required by law.

10. Term & Termination

This Agreement shall remain in effect as long as the Processor processes Personal Data on behalf of the Controller.

Upon termination, the Processor shall delete or return all Personal Data within 90 days, unless retention is required by applicable law.

11. Liability & Indemnification

Each party shall be liable for any breaches of this Agreement in accordance with applicable data protection laws.

The Processor shall not be liable for indirect or consequential damages resulting from compliance with the Controller's instructions.

12. Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, USA, without regard to its conflict of law principles.

Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Wyoming, USA.

13. Acceptance

This Agreement is deemed executed and binding on both parties when the Controller subscribes to or uses TimelinesAI services.

No physical signature is required for its validity or enforceability.

Annex I – List of Subprocessors

TimelinesAI engages the following subprocessors:

- Amazon Web Services (AWS) – Cloud hosting (EU region)
- Google Cloud Platform – Cloud hosting (EU region)
- Microsoft Azure – cloud hosting and AI transcription / summarization (EU)
- Intercom – Customer support messaging
- PostHog – Application analytics (EU region)
- Stripe - Payment processor
- Meta – WhatsApp Business API (workspaces that use WABA only)
- Vercel Inc. – hosting for specific integration services (function region set per service; Vercel may also process in the United States)

Annex II – Technical and Organizational Measures (TOMs)

TimelinesAI implements the following TOMs to protect Personal Data:

- Encryption of data in transit (TLS 1.2+) and at rest (AES-256);
- Role-based access control and multi-factor authentication for the internal services;
- Daily encrypted backups stored securely;
- Incident response procedures and breach reporting within 48 hours;
- Employee confidentiality agreements and annual security training;
- Secure software development lifecycle (SDLC) and code review practices;
- Periodic review and update of security measures.

Annex III – Categories of Data Subjects and Personal Data

Categories of Data Subjects:

Users authorized by the Controller to access the service; individuals whose personal data appears in the Controller's communications managed within the TimelinesAI platform.

Categories of Personal Data:

Contact details, communication content and metadata, and usage data required for service operation and analytics.

Annex IV – EU Standard Contractual Clauses

The EU Standard Contractual Clauses adopted by Commission Implementing Decision (EU) 2021/914 (Module Two: Controller to Processor) apply as incorporated by reference.

For purposes of the SCCs:

- Annex I (Description of Transfer) corresponds to Annex III of this Agreement
- Annex II (Technical and Organizational Measures) corresponds to Annex II of this Agreement
- Annex III (Sub-Processors) corresponds to Annex I of this Agreement

The authoritative text of the SCCs is the version published by the European Commission.

For purposes of Annex I.A of the SCCs, the data exporter is the Controller and the data importer is TimelinesAI LLC acting as Processor.

End of Agreement