

DATA PROCESSING AGREEMENT (DPA)

Effective Date: July 26, 2025

This Data Processing Agreement ("Agreement") is an integral part of the Terms of Service of the chatbotfast.com service provided by:

IT Consulting Piotr Woźniak

Szajnowicza-Iwanowa 69/2, 42-218 Częstochowa, Poland

Tax ID (NIP): 5732650510, REGON: 243124509

E-mail: support@chatbotfast.com

1. Definitions

1.1. "Data Controller" – The User who uses the services of the chatbotfast.com platform and processes personal data via the Chatbot or Plugin.

1.2. "Processor" – IT Consulting Piotr Woźniak, providing a technical service enabling data processing on behalf of the Data Controller.

1.3. "Personal Data" – any information relating to an identified or identifiable natural person processed in connection with the use of the services.

1.4. "GDPR" – Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation).

1.5. "Subprocessor" – a third party engaged by the Processor to process personal data on behalf of the Data Controller.

1.6. "Personal Data Breach" – a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data.

2. Subject Matter of the Agreement

2.1. Under this Agreement, the Processor undertakes to process personal data solely on documented instructions from the Data Controller, in accordance with the GDPR.

2.2. Data processing is performed exclusively for the purpose of providing chatbot services within the chatbotfast.com platform.

2.3. The following personal data may be processed:

- first name,
- e-mail address,

- technical data (IP address, user-agent),
 - content entered by end users into the chat.
- 2.4. These data may concern: visitors to the Data Controller’s website, the Data Controller’s customers, or persons communicating with the chatbot.
- 2.5. The processing duration corresponds to the time the Data Controller uses the chatbotfast.com services.
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3. Processor’s Obligations

The Processor undertakes to:

- 3.1. Implement appropriate technical and organizational measures (TOMs) to ensure data security, pursuant to Article 32 of the GDPR,
 - 3.2. Ensure that persons authorized to process data have committed to confidentiality or are under an appropriate statutory obligation,
 - 3.3. Not transfer data outside the EEA without the Data Controller’s consent, except where compliant with GDPR (e.g., SCC, DPF),
 - 3.4. Cooperate with the Data Controller in exercising data subject rights (e.g., access, rectification, erasure, restriction, objection),
 - 3.5. Immediately inform the Data Controller of any personal data breach—no later than within 48 hours of detection,
 - 3.6. Support the Data Controller in data protection impact assessments (DPIA) and communications with supervisory authorities,
 - 3.7. Delete or return all personal data after the end of the service provision, unless retention obligations arise from law,
 - 3.8. Allow audits by the Data Controller or an authorized third party at the Data Controller’s expense.
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4. Subprocessing

4.1. The Data Controller gives general consent for the Processor to use Subprocessors, in particular:

- OpenAI – language model provider,
- DigitalOcean, Google Cloud Platform (GCP) – hosting infrastructure providers,
- Cloudflare, Stripe, SendGrid – providers of services supporting the platform operation,

- **Webio.pl – provider of email services used for mail communication.**

4.2. The Processor undertakes to:

- enter into agreements with each Subprocessor ensuring compliance with GDPR requirements,
 - inform the Data Controller of planned changes to the list of Subprocessors, allowing the Data Controller to object within 14 days.
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5. Liability

5.1. The Processor is liable only for actions inconsistent with this Agreement or the GDPR, up to the amount of actual damage incurred, excluding lost profits.

5.2. The Processor is not liable for damages resulting from failures or interruptions in services caused by Subprocessors, including technology providers (e.g., OpenAI, hosting providers).

6. Term

6.1. This Agreement is effective for the duration of the Data Controller's use of chatbotfast.com services.

6.2. After termination of cooperation, the Processor will promptly delete personal data unless legal obligations require further retention.

7. Final Provisions

7.1. Matters not regulated herein shall be governed by the GDPR and Polish law.

7.2. Disputes arising from this Agreement shall be resolved by the competent court in Częstochowa.

7.3. The Agreement may be concluded electronically through acceptance of the Terms of Service.