



Data Processing Agreement

DPA

Advanced Legal Version - Enterprise Level

Version: 1.0

Effective Date: 11th April 2026

WaQtor, a product of DXBMark Ltd., London, UK

This document forms part of the Terms of Service and applies to all Customers using WaQtor services.

1. Introduction

This Data Processing Agreement (DPA) forms part of the Terms of Service and applies to all Customers using WaQtor.

This agreement establishes the legal framework governing the processing of Personal Data as defined under the General Data Protection Regulation (GDPR) and equivalent data protection laws.

2. Roles and Scope

- Customer acts as Data Controller.
- WaQtor acts as Data Processor.
- Processing is limited to service delivery and operational functions.

3. Processing Instructions

WaQtor processes Personal Data only on documented instructions from the Customer, unless required by law. All processing activities are performed in accordance with the documented processing instructions provided by the Customer through the platform configuration and API usage.

4. Categories of Data

- Names and identifiers
- Phone numbers
- Email addresses
- Message content
- Metadata (timestamps, delivery status, logs)
- Authentication data (hashed credentials, tokens)

5. Data Subjects

- Customers and their employees
- End-users and contacts of the Customer

- Message recipients and communication participants

6. Security Measures

WaQtor implements comprehensive security measures including:

- TLS encryption for all data in transit
- Role-Based Access Control (RBAC) and Row-Level Security (RLS)
- Audit logging and monitoring systems
- Secure API access and authentication mechanisms
- Encryption of sensitive credentials and secrets
- Tenant isolation at application and database level

7. Subprocessors

WaQtor engages the following subprocessors for service delivery:

- Hosting providers (infrastructure and storage)
- Zoho SMTP (email delivery services)
- OpenRouter (optional AI processing)
- Meta/WhatsApp (messaging platforms)

A complete and updated list of subprocessors is maintained and available upon request.

8. International Transfers

Transfers of Personal Data may occur across multiple jurisdictions. WaQtor ensures such transfers are safeguarded through contractual protections, secure infrastructure, and adherence to applicable data protection frameworks including Standard Contractual Clauses where applicable.

9. Data Subject Rights

WaQtor assists Customers in fulfilling obligations under GDPR and equivalent regulations regarding data subject rights including:

- Right of access to personal data

- Right to rectification of inaccurate data
- Right to erasure (right to be forgotten)
- Right to data portability
- Right to restrict processing

10. Data Breach Notification

In the event of a confirmed Personal Data breach, WaQtor will notify affected Customers without undue delay and provide relevant details necessary for Customer to fulfill regulatory notification obligations under GDPR Article 34.

11. Access Control

Access to Customer data is strictly limited to authorized WaQtor personnel on a need-to-know basis. All access attempts are logged and monitored in accordance with the Company's access control policies.

12. Backup and Recovery

Backup systems are actively developed and deployed to enhance system resilience and data recovery capabilities. Enterprise customers may have access to advanced backup and recovery options. Customers are responsible for maintaining independent backups where required by their business continuity requirements.

13. Customer Types and Applicability

Individual Users:

Standard DPA protections apply.

SMB Customers:

Full DPA with standard security measures automatically applies.

Enterprise Customers:

Full DPA with extended security measures and optional additional contractual agreements upon request.

14. Liability

Liability is governed by the Terms of Service and limited as defined therein. Nothing in this DPA expands WaQtor's liability beyond the limits specified in the principal service agreement.

15. Termination

Upon termination of the service agreement, the Customer may request data export in available formats. WaQtor may delete data after the retention period specified in the service agreement, unless longer retention is required by applicable law.

APPENDICES

Appendix A – Processing Overview

Processing activities include:

- Message routing and delivery via integrated messaging platforms
- Workflow automation and orchestration
- User authentication and account management
- Transactional notifications and email delivery
- System monitoring, logging, and diagnostics
- Optional AI-assisted message generation

Appendix B – Security Measures

Implemented security controls include:

- TLS 1.2+ encryption for all network communication
- Encrypted storage of sensitive credentials and API keys
- Tenant isolation at both application and database layers
- Role-Based Access Control (RBAC) and Row-Level Security (RLS)
- Comprehensive audit logging and trail capabilities

- Real-time monitoring and alerting systems
- Secure API authentication using industry-standard protocols
- Regular security assessments and penetration testing

Appendix C – Subprocessors

Subprocessor	Function	Location
Hosting Providers	Infrastructure & Storage	Multiple Regions
Zoho SMTP	Email Delivery	Multiple Regions
OpenRouter	AI Processing (Optional)	Multiple Regions
Meta/WhatsApp	Messaging Platform	Multiple Regions

SIGNATURES

WaQtor (DXBMark Ltd.)

Authorized Signature

Date

Name & Title (Print)

Customer/Data Controller

Authorized Signature

Date

Name & Title (Print)

Company Name

This Data Processing Agreement is effective as of the Effective Date stated on the cover page.