

DATA PROCESSING AGREEMENT (DPA)

Last Updated: 16 November 2025

AccuraText, LLC

This Data Processing Agreement (“Agreement”) governs how AccuraText, LLC (“Processor”) processes personal data on behalf of its customers (“Controller”) in accordance with applicable privacy laws, including GDPR and U.S. state privacy regulations.

This Agreement is incorporated into the Terms of Service or other service contract between the parties.

1. Definitions

- **Controller:** The entity determining the purposes and means of processing personal data.
- **Processor:** AccuraText, LLC, which processes personal data on behalf of the Controller.
- **Personal Data:** Any information relating to an identifiable person.
- **Processing:** Any operation performed on personal data, such as collection, storage, use, or deletion.

2. Scope of Processing

AccuraText processes personal data solely:

- To provide contracted services
- According to documented instructions from the Controller
- For no other purpose unless required by law

We do **not** sell or share personal data.

3. Controller Responsibilities

The Controller is responsible for:

- Ensuring all data provided is legally obtained
- Ensuring accuracy, lawfulness, and purpose of processing
- Complying with all applicable privacy regulations
- Notifying data subjects where required

4. Processor Responsibilities

AccuraText agrees to:

- Process data only as instructed
- Maintain confidentiality
- Implement appropriate security measures
- Assist the Controller in meeting privacy obligations
- Notify the Controller of data breaches without undue delay
- Delete or return personal data at the end of service delivery

5. Sub-Processors

AccuraText may engage third-party providers to support its services. We will:

- Maintain a list of sub-processors
- Ensure they follow equivalent privacy and security standards

The Controller may object to sub-processors for justified reasons.

6. Data Subject Rights

We will assist the Controller in responding to:

- Access requests
- Correction requests
- Deletion requests
- Objections to processing

We will not respond directly to data subjects unless instructed by the Controller.

7. Security Measures

AccuraText implements administrative, physical, and technical safeguards including:

- Access control restrictions
- Encrypted storage and transmission
- Regular security audits
- Data minimization practices

8. Data Breach Notification

If a breach occurs that affects personal data, AccuraText will notify the Controller promptly and provide:

- Description of the breach
- Categories and approximate number of affected individuals

- Likely consequences
- Mitigation measures taken

9. International Transfers

If data is transferred outside the Controller's jurisdiction, AccuraText will ensure appropriate safeguards are in place (e.g., Standard Contractual Clauses).

10. Termination

Upon termination of services, AccuraText will:

- Delete or return personal data, unless required by law to retain it
- Certify completion upon request

11. Governing Law

This Agreement is governed by the laws applicable to the main service contract, unless otherwise required by privacy laws such as GDPR.

12. Contact Information

For privacy and data processing inquiries:

AccuraText, LLC

Email: **contact@accuratext.com**

Address: **116 Jason Lane, Cumming, GA 30040**