

Data Processing Addendum (DPA)

This Data Processing Addendum ("DPA") supplements the Terms of Service ("Agreement") entered into by and between Leon Bereschneu Software, represented by Leon Bereschneu, Bachstraße 6, 58566 Kierspe (hereinafter "Processor" or "Provider") and the customer using the platform (hereinafter "Controller" or "User").

1. Scope and Applicability

This DPA applies to all processing of personal data carried out by the Processor on behalf of the Controller through the SaaS-based WhatsApp API platform (including API endpoints, Webhooks, and Dashboard).

The Controller acts as the Data Controller and the Provider acts as the Data Processor pursuant to Article 28 of the General Data Protection Regulation (GDPR).

2. Subject Matter, Duration, and Nature of Processing

Subject Matter: Processing of personal data in connection with providing the WhatsApp API infrastructure, message routing, webhook notifications, and dashboard management.

Duration: The duration of this DPA corresponds to the term of the underlying Agreement (Terms of Service).

Nature and Purpose: Transmission, storage, routing, and management of WhatsApp communications requested by the Controller via API and Webhooks for the purpose of automating business communications.

Categories of Data Subjects: End customers, leads, employees, or contacts of the Controller receiving or sending messages via the WhatsApp API connection.

Categories of Personal Data: Phone numbers, contact names, message content (text, media, metadata), IP addresses, timestamp logs, and API request history.

3. Obligations of the Processor

The Processor shall process personal data solely on documented instructions from the Controller, including with regard to transfers of personal data to a third country, unless required to do so by applicable EU or Member State law.

The Processor ensures that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

The Processor shall implement technical and organizational measures (TOMs) pursuant to Art. 32 GDPR to ensure a level of security appropriate to the risk (e.g., encrypted API endpoints via HTTPS/TLS, secure server hosting, database encryption).

The Processor shall assist the Controller, taking into account the nature of the processing, by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR.

4. Sub-processors

The Controller grants general authorization to the Processor to engage sub-processors.

The Processor currently engages the following key infrastructure sub-processors:

Meta Platforms, Inc. / WhatsApp Ireland Ltd.: Infrastructure for WhatsApp Messaging services.

Contabo: Cloud server hosting and database operations.

[Payment-Processor, example: paddle]: Payment processing (if processing transaction data).

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

5. Data Subject Rights & Security Incidents

If the Processor receives a request from a data subject regarding their rights (e.g., access, deletion), the Processor shall promptly forward such request to the Controller without responding independently, unless explicitly authorized.

The Processor shall notify the Controller without undue delay after becoming aware of a personal data breach affecting the Controller's data.

6. Deletion and Return of Data

Upon termination of the main Agreement, the Processor shall, at the choice of the Controller, delete or return all personal data processed on behalf of the Controller, unless applicable legal provisions require continued storage of the personal data.

7. Governing Law and Final Provisions

This DPA shall be governed by the laws applicable to the main Agreement (German law).

Should any individual provision of this DPA be invalid, the validity of the remaining provisions shall remain unaffected.