misquoted.ai

Data Processing Addendum

A processor-controller agreement for GDPR, UK DPA, and CCPA-bound customers

PROCESSOR	**Indie Ventures, LLC d/b/a misquoted.ai**
JURISDICTION	**State of South Carolina, United States**
VERSION	**1.0**
EFFECTIVE	_____
CUSTOMER	_____

*This DPA is provided as an example for review and execution. Download, sign via your preferred e-sign tool, and return the executed copy to **legal@misquoted.ai**. We will countersign and return within two business days. For redline requests or custom Annex II language, write to the same address.*

§ 01

Parties & scope

This Data Processing Agreement ("**DPA**") is entered into between **Indie Ventures, LLC**, a South Carolina limited liability company doing business as misquoted.ai ("**Processor**"), and the customer organization identified on the signature page ("**Controller**"). It governs the processing of personal data by Processor on behalf of Controller in connection with the misquoted.ai service.

This DPA forms part of, and is subject to, the misquoted.ai Terms of Service. In the event of conflict, this DPA controls with respect to data processing matters.

§ 02

Definitions

Capitalized terms used but not defined herein have the meanings given in the General Data Protection Regulation (Regulation (EU) 2016/679, "**GDPR**"), the UK Data Protection Act 2018, or the California Consumer Privacy Act (as amended), as applicable. "**Personal Data**" means any information relating to an identified or identifiable natural person processed in connection with the service.

§ 03

Nature of processing

Processor processes Personal Data on behalf of Controller solely for the purpose of providing the misquoted.ai service. This includes account administration, scan execution, report delivery, support, billing, and security operations. Categories of data subjects include Controller's employees and authorized users. Categories of Personal Data include name, email, authentication credentials, and product-usage telemetry.

§ 04

Customer instructions

Processor will process Personal Data only on documented instructions from Controller, including with regard to international transfers. Acceptance of the Terms of Service and configuration of the service constitute Controller's documented instructions. Additional instructions outside the scope of the service may be subject to additional fees.

§ 05

Sub-processors

Controller authorizes Processor to engage the sub-processors listed at **misquoted.ai/sub-processors**. Processor will notify Controller of any intended addition or replacement of sub-processors at least 30 days in advance, providing Controller a reasonable opportunity to object. Processor remains liable for the acts and omissions of its sub-processors.

§ 06

Security measures

Processor implements appropriate technical and organizational measures to protect Personal Data, including encryption in transit and at rest, passkey- and TOTP-based authentication, least-privilege access controls, audit logging, vulnerability management, and a documented incident response plan. Full controls are described at **misquoted.ai/security**.

§ 07

Breach notification

Processor will notify Controller without undue delay, and in any event within 72 hours of becoming aware, of any Personal Data Breach. Notification will include the nature of the breach, affected categories of data subjects and records, likely consequences, and measures taken or proposed to address the breach.

§ 08

Audits

Once per twelve-month period, Controller (or an independent auditor on its behalf) may audit Processor's compliance with this DPA upon 30 days' written notice. Processor will make available copies of its SOC 2 report and recent penetration test summaries under NDA in lieu of on-site audit where practical.

§ 09

International transfers

Where Personal Data is transferred from the EU/EEA, UK, or Switzerland to a country outside those regions, the European Commission's Standard Contractual Clauses (Module 2: Controller-to-Processor) are incorporated by reference into this DPA. The UK Addendum applies to UK transfers. Processor will assist Controller in completing transfer impact assessments upon request.

§ 10

Deletion & return

Upon termination of the service or upon Controller's written request, Processor will, at Controller's choice, delete or return all Personal Data within 30 days, unless retention is required by applicable law. Backups will be purged on the next scheduled rotation cycle, not to exceed 90 days.

§ 11

Liability

Each party's liability under this DPA is subject to, and counts toward, the limitations of liability set out in the Terms of Service. Nothing in this DPA limits liability for fines or penalties imposed by a supervisory authority directly on a party for that party's own breach of applicable data protection law.

§ 12

Governing law

This DPA is governed by the laws of the State of South Carolina, United States, without regard to conflict-of-laws principles. Disputes will be resolved in the state or federal courts located in Horry County, South Carolina, and the parties consent to that jurisdiction.

§ 13

Execution

By executing below, the parties agree to be bound by this Data Processing Addendum as of the Effective Date specified on the cover page. The party identified as "Customer" on the cover represents that the signatory has authority to bind that organization.

Processor

Indie Ventures, LLC d/b/a misquoted.ai

SIGNATURE

PRINTED NAME

TITLE

DATE

Controller (Customer)

As identified on the cover page

SIGNATURE

PRINTED NAME

TITLE

DATE

*Once executed, return a countersigned copy to **legal@misquoted.ai**. We will counter-execute and attach the fully signed PDF to your account within two business days.*