

Vixly Data Processing Agreement

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This Data Processing Agreement ("**DPA**") is part of the Vixly Terms of Service between **Tech Crafters LLC**, 501 N Dixie Hwy, Suite 3004, Hallandale Beach, FL 33009, United States ("**Tech Crafters**", the "**Processor**") and the Company that uses Vixly (the "**Company**", the "**Controller**"). Words defined in the Terms have the same meaning here.

1. Scope and roles

1.1 This DPA applies to personal information that the Company, its staff or its customers put into Vixly ("**Company Personal Data**"), for example the names, addresses, phone numbers and email addresses of the Company's customers and recipients, the contents and values of their parcels, their invoices and payments, and their messages.

1.2 The Company is the controller of Company Personal Data and decides why and how it is used. Tech Crafters processes it only on the Company's behalf, as a processor (or "service provider" under United States state privacy laws).

2. Details of the processing

Subject matter	providing Vixly under the Terms
Duration	the term of the Terms, plus the deletion period in section 9
Nature and purpose	hosting, storing, organising, showing, sending (by email and, if the Company turns it on, by text message) and securing Company Personal Data, so that the Company can run its logistics business
People concerned	the Company's customers and their contacts, recipients of shipments, the Company's staff and partner agents
Types of data	identity and contact details, addresses, customer numbers, shipment and parcel details (including contents, weights, values and photos), invoices and payments, messages and notices, sign-in and device information, records of actions
Special categories	none are required. The Company should not put special categories of data (for example health information) into Vixly

3. Instructions

3.1 Tech Crafters processes Company Personal Data only on the Company's documented instructions. The Terms, this DPA and the Company's use and settings of Vixly are those instructions.

3.2 Tech Crafters does not sell Company Personal Data, does not use it for its own purposes (other than anonymous, aggregated statistics that identify no one), and does not combine it with other data.

3.3 Tech Crafters will tell the Company if it believes an instruction breaks the law.

4. Confidentiality

Everyone at Tech Crafters who can access Company Personal Data is bound by confidentiality and accesses it only as needed to provide, secure and support Vixly.

5. Security

Tech Crafters keeps appropriate technical and organisational measures, including:

- encryption of all connections (HTTPS);
- separation of each company's data from every other company's;
- passwords stored only as secure hashes, a second factor for staff, licensed devices and checks on sign-ins from new countries;
- access for each person limited to what their role allows;
- encryption of stored secrets such as the Company's payment and messaging keys;

- an append-only audit trail of important actions;
- regular backups of the database.

6. Sub-processors

6.1 The Company authorises Tech Crafters to use the following sub-processors:

Sub-processor	Service	Location
SmarterASP.NET	hosting, database and email sending	United States
Cloudflare, Inc.	network, security and bot checks	worldwide (United States based)

6.2 Tech Crafters will give the Company at least 30 days' notice (by email to the owner and in Vixly) before adding or replacing a sub-processor. The Company may object on reasonable data-protection grounds; if the parties cannot resolve the objection, the Company may cancel and receive a refund of prepaid fees for the unused period.

6.3 Tech Crafters imposes data-protection duties on each sub-processor that are no less protective than this DPA, and remains responsible for them.

6.4 **Services the Company connects.** Services the Company chooses to connect with its own account (for example Stripe for card payments, Twilio for text messages, accounting or carrier services) are not sub-processors of TechCrafters. They act for the Company under the Company's own agreement with them. Tech Crafters sends them only the information needed for the feature the Company turned on.

7. Help with requests and duties

7.1 Tech Crafters will help the Company, by appropriate technical means and taking into account the nature of the processing, to answer requests from people to exercise their rights (access, correction, deletion and so on). If Tech Crafters receives such a request directly, it will pass it to the Company and not answer it itself, unless the law requires otherwise.

7.2 Tech Crafters will give reasonable help with data protection impact assessments and consultations with authorities that concern Vixly.

8. Personal data breaches

Tech Crafters will tell the Company without undue delay, and where possible within 72 hours, after becoming aware of a breach of security affecting Company Personal Data. The notice will describe what happened, the data and people likely affected, the likely consequences and the measures taken or proposed, as far as this information is known, and will be updated as more becomes known.

9. Return and deletion

After the Terms end, the Company may ask within 30 days for an export of its Company Personal Data. Tech Crafters then deletes Company Personal Data within 90 days after the end, except copies it must keep by law and copies in backups, which are overwritten in the normal course and stay protected under this DPA until then.

10. Audits

Tech Crafters will make available the information reasonably needed to show compliance with this DPA, and answer the Company's reasonable written questions about it. Where the law requires an audit, it will be carried out by an independent auditor bound by confidentiality, with at least 30 days' notice, no more than once a year, at the Company's cost and without access to other customers' data.

11. International transfers

Vixly is hosted in the United States. Where the law that applies to the Company requires a transfer mechanism for Company Personal Data leaving its country (for example from the European Economic Area, the United Kingdom or Switzerland), the European Commission's standard contractual clauses (module two, controller to processor) apply and are incorporated by reference, with the Company as data exporter and Tech Crafters as data importer.

12. Order of precedence

If this DPA and the Terms conflict on the protection of personal data, this DPA prevails. Liability under this DPA is subject to the limits in the Terms, to the extent the law allows.