
Data Processing Addendum

GDPR / CCPA processing terms when IntakeClean handles personal data on a firm's behalf. Standard Contractual Clauses incorporated for international transfers.

Data Processing Addendum

This Data Processing Addendum (this "DPA") is entered into between [LLC NAME], a New Jersey limited liability company ("IntakeClean" or "Processor"), and the customer identified in the order form or account record ("Customer" or "Controller"), and forms part of the Terms of Service or other agreement between the Parties governing Customer's use of the IntakeClean Service (the "Agreement").

In the event of a conflict between this DPA and the Agreement, this DPA controls with respect to the processing of Personal Data.

1. Definitions

Unless otherwise defined, capitalized terms have the meanings given them in the Agreement. The terms "Personal Data," "processing," "Controller," "Processor," "Data Subject," "Sub-processor," and "Supervisory Authority" have the meanings given them in the GDPR. "CCPA" means the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020. "Customer Personal Data" means Personal Data that IntakeClean processes on Customer's behalf in connection with the Service.

2. Roles and scope

2.1 Roles. Customer is the Controller (or, under the CCPA, the Business) and IntakeClean is the Processor (or Service Provider) of Customer Personal Data. With respect to Personal Data of Customer's End-Clients submitted through the Service, IntakeClean acts solely on Customer's documented instructions.

2.2 Subject matter and duration. Subject matter: provision of the IntakeClean Service. Duration: the term of the Agreement and any additional period during which IntakeClean processes Customer Personal Data after termination as permitted by Section 9.

2.3 Nature and purpose. Hosting, processing, OCR, classification, quality flagging, and review of documents uploaded by Customer or its End-Clients, plus related operational and security activities.

2.4 Categories of Data Subjects. Customer's Authorized Users; Customer's End-Clients (typically natural persons retaining or otherwise interacting with Customer's professional-services practice); third parties whose information appears in documents uploaded by End-Clients (e.g., family members named in

immigration petitions, opposing parties in litigation documents).

2.5 Categories of Personal Data. Identification data (name, address, date of birth, identifiers issued by governments and other institutions); contact data (email, phone); financial data (where present in uploaded documents); document content (free-form, may include sensitive categories); usage and log data of Authorized Users.

2.6 Special categories. The Service is not designed to handle "special category" Personal Data (Article 9 GDPR) systematically, but Customer acknowledges that documents uploaded by End-Clients may incidentally contain such data (e.g., health information in an immigration medical exam, religious affiliation in a marriage certificate). Customer is responsible for any heightened legal basis required for such data.

3. Customer instructions and obligations

3.1 Documented instructions. IntakeClean shall process Customer Personal Data only on Customer's documented instructions, including those reflected in the Agreement, this DPA, and Customer's reasonable use of the Service's configuration controls. IntakeClean shall promptly inform Customer if, in IntakeClean's opinion, an instruction infringes applicable data-protection law.

3.2 Customer's role. Customer is solely responsible for (a) determining the lawful basis for processing each category of Customer Personal Data, (b) providing all notices and obtaining all consents required from Data Subjects (including its End-Clients), and (c) the accuracy, quality, and lawfulness of Customer Personal Data.

4. Confidentiality

IntakeClean shall ensure that personnel authorized to process Customer Personal Data are bound by appropriate confidentiality obligations and are trained on their data-protection responsibilities.

5. Security

5.1 Measures. IntakeClean shall implement and maintain the technical and organizational measures described in **Annex II** designed to ensure a level of security appropriate to the risk, taking into account the nature, scope, context, and purposes of processing.

5.2 Continuous improvement. IntakeClean may update its security measures from time to time, **provided** the updated measures do not materially decrease the overall level of protection.

6. Sub-processors

6.1 General authorization. Customer authorizes IntakeClean to engage Sub-processors for the processing of Customer Personal Data, **provided** IntakeClean (a) maintains a current list of Sub-processors at `07-subprocessor-list.md`, (b) imposes data-protection obligations on each Sub-processor that are no less

protective than those in this DPA, and (c) remains liable to Customer for the acts and omissions of its Sub-processors under this DPA.

6.2 New Sub-processors. IntakeClean shall provide Customer with at least **thirty (30) days'** prior notice (via email and/or in-product notice) before adding a new Sub-processor that processes Customer Personal Data. Customer may object on reasonable data-protection grounds in writing within fifteen (15) days. The Parties shall work together in good faith to resolve the objection. If unresolved, Customer may terminate the affected portions of the Agreement and receive a pro-rated refund of pre-paid, unused fees.

6.3 Tenant-elected Sub-processors. Where Customer enables an integration (e.g., a custom Hugging Face Inference Endpoint, a Customer-controlled email/SMS provider) by providing its own credentials, the resulting third party is a Sub-processor engaged at Customer's direction; Customer is solely responsible for that third party's data practices.

7. Data Subject rights

IntakeClean shall, taking into account the nature of the processing, assist Customer by appropriate technical and organizational measures, insofar as possible, in fulfilling Customer's obligations to respond to requests from Data Subjects to exercise their rights of access, rectification, erasure, restriction, portability, objection, and not to be subject to automated decision-making. IntakeClean shall promptly notify Customer if it receives a Data Subject request directed at Customer Personal Data, and shall not respond except on Customer's documented instruction or as required by law.

8. Personal Data breach

8.1 Notification. IntakeClean shall notify Customer without undue delay, and in any event within **seventy-two (72) hours**, of becoming aware of a Personal Data breach affecting Customer Personal Data, providing such information as is reasonably available about (a) the nature of the breach, (b) the categories and approximate number of Data Subjects and records affected, (c) the likely consequences, and (d) the measures taken or proposed to address the breach.

8.2 Cooperation. IntakeClean shall reasonably cooperate with Customer's investigation and notification activities. Notification shall not be construed as IntakeClean's acknowledgment of fault or liability.

9. Return or deletion

Upon termination of the Agreement, IntakeClean shall, at Customer's election, return or delete Customer Personal Data in accordance with the retention schedule set out in the Privacy Policy and this DPA, except to the extent applicable law requires further retention. Backup copies will be deleted in the ordinary course of automated backup expiry.

10. Audit

10.1 Audit reports. IntakeClean shall, upon reasonable written request and not more than once per twelve (12) months, make available to Customer (or its authorized auditor) the most recent independent third-party audit report (e.g., SOC 2 Type II, where available) and respond to reasonable security questionnaires.

10.2 On-site audits. Where applicable law requires an on-site audit not satisfied by the foregoing, the Parties shall agree in good faith on the scope, timing, and cost of the audit. Audits shall (a) be conducted during normal business hours on at least thirty (30) days' notice, (b) be performed in a manner that does not unreasonably interfere with IntakeClean's operations, (c) be at Customer's expense, and (d) not include access to other customers' data.

11. International transfers

Where Customer Personal Data is transferred from the EEA, UK, or Switzerland to a country that has not received an adequacy decision, the Parties incorporate by reference the **EU Standard Contractual Clauses (Module Two: Controller to Processor)** as adopted in Commission Implementing Decision (EU) 2021/914, as supplemented by the **UK International Data Transfer Addendum** and the **Swiss FDPIC** equivalents, with the docking-clause and supervisory-authority selections set out in **Annex III**.

12. CCPA/CPRA

In addition to its obligations as a Processor:

- IntakeClean is a "Service Provider" under the CCPA;
- IntakeClean shall not (a) sell or share Customer Personal Data, (b) retain, use, or disclose Customer Personal Data for any purpose other than the business purposes specified in the Agreement, (c) retain, use, or disclose Customer Personal Data outside the direct business relationship between the Parties, or (d) combine Customer Personal Data with personal information from other sources, except as permitted by the CCPA;
- IntakeClean shall comply with applicable provisions of the CCPA and shall notify Customer if it determines it can no longer meet its obligations.

13. Liability

The liability provisions of the Agreement (including any cap or exclusion) apply to claims arising out of or relating to this DPA, except to the extent that such limitations are unenforceable under applicable data-protection law.

14. Order of precedence; modifications

In case of conflict, the order of precedence is: (1) the Standard Contractual Clauses (where applicable), (2) this DPA, (3) the Agreement. This DPA may be modified only as expressly contemplated herein or by a written amendment signed by the Parties.

Annex I – Description of processing

| Item | Detail |
|-----------------------------|---|
| Categories of Data Subjects | Customer's Authorized Users; End-Clients of Customer; third parties named in uploaded documents. |
| Categories of Personal Data | Identification, contact, financial, document content, usage logs (see § 2.5). |
| Special categories | None systematically processed; may appear incidentally in uploaded documents (see § 2.6). |
| Frequency | Continuous during the term. |
| Nature of processing | Hosting, OCR, classification, quality flagging, review-queue surfacing, retention, return/deletion. |
| Purpose | Provision of the IntakeClean Service. |
| Duration | Term of Agreement, plus retention/deletion period in the Privacy Policy. |
| Sub-processors | See <code>07-subprocessor-list.md</code> . |

Annex II – Technical and organizational measures

- **Encryption.** TLS 1.2+ in transit; AES-256 at rest for object storage and database backups.
- **Access controls.** Role-based access controls; multi-factor authentication required for personnel accessing production systems; principle of least privilege.
- **Tenant isolation.** Multi-tenant data separation enforced by row-level security policies in the primary data store.
- **Audit logging.** Authentication events, administrative actions, and access to Customer Content are logged and retained per Section 5 of the Privacy Policy.
- **Vulnerability management.** Dependency monitoring and security patching; remediation timelines per published policy.
- **Secure development.** Code review on changes to production paths; least-privilege CI/CD; secret management with environment-based separation.

- **Incident response.** Documented incident response plan with on-call rotation and notification workflow.
- **Backup and recovery.** Automated daily backups; tested recovery procedures.
- **Personnel.** Background checks where lawful and proportionate; confidentiality obligations; periodic security training.
- **Vendor management.** Sub-processor due diligence; contractual data-protection terms; subprocessor list maintained at `07-subprocessor-list.md`.

Annex III – Standard Contractual Clauses options

| Item | Election |
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| Module | Module Two: Controller-to-Processor |
| Clause 7 (docking clause) | Apply |
| Clause 9(a) (Sub-processors) | Option 2 — General written authorization with thirty (30) days' notice |
| Clause 11(a) (independent dispute resolution body) | Do not apply |
| Clause 17 (governing law) | Law of the Republic of Ireland |
| Clause 18 (forum and jurisdiction) | Courts of Ireland |
| Annex I.A (Parties) | Customer = data exporter; IntakeClean = data importer |
| Annex I.B (Description) | As set out in Annex I to this DPA |
| Annex I.C (Competent supervisory authority) | The supervisory authority of the Member State in which Customer is established, or where Customer has appointed a representative under Article 27 GDPR |
| Annex II (TOMs) | As set out in Annex II to this DPA |
| Annex III (Sub-processors) | As set out in <code>07-subprocessor-list.md</code> |

This document is a public statement of IntakeClean's terms or practices and is not legal advice. The current canonical version is published at www.intakeclean.com/legal/data-processing-addendum.