ROBOFY.AI

Data Processing Addendum

How to complete: *fill in the Customer details below, tick one box, enter the supervisory authority in Schedule 2, then add your name, signature and date in the signature block and email the PDF to hi@robofy.ai. Robofy has already signed. We will confirm receipt and send you a copy.*

This Data Processing Addendum ("DPA") is entered into between:

Customer: company name (Controller / Data Exporter)	
Registered address	
Company registration no. (if any)	
Robofy account email	
Data protection contact (email)	
How the Customer uses Robofy (tick one)	☐ For its own business: Customer is controller (SCC Module Two) ☐ For its clients: Customer is processor (SCC Module Three)
Processor / Data Importer	Sprouto InfoSolutions Private Limited, operating the Robofy.ai platform CIN: U72900GJ2020PTC114640 Registered office: TWR C-104 Shukan Ananta, Muktanand Circle, Karelibaug, Vadodara - 390018, Gujarat, India Contact for data protection: hi@robofy.ai ("Robofy")
Effective date	The date of the Customer's signature below
Underlying agreement	Robofy Terms of Service and the Customer's subscription to the Robofy.ai platform (the "Agreement")

Robofy and the Customer are each a "Party" and together the "Parties". This DPA forms part of the Agreement and prevails over it on the processing of personal data. The Standard Contractual Clauses in Schedule 2 prevail over this DPA. This is Robofy's standard DPA: any change to its text is valid only if Robofy agrees to it in writing.

PART A

Data Processing Terms

1. Roles and scope

1.1 Terms such as "personal data", "processing", "controller", "processor" and "personal data breach" have the meaning given in Regulation (EU) 2016/679 (GDPR). "Customer Personal Data" means personal data that Robofy processes on behalf of the Customer under the Agreement. "SCCs" means the standard contractual clauses in Commission Implementing Decision (EU) 2021/914, Module Two (controller to processor) or Module Three (processor to processor) as ticked in the table at the start of this DPA, as completed in Schedule 2.

1.2 If the Customer uses Robofy for its own business, the Customer is the controller and Robofy is the processor. If the Customer uses Robofy for its clients, the Customer is a processor and Robofy is its sub-processor; the Customer then confirms that its clients have authorised it to engage Robofy and will pass their instructions on to Robofy.

1.3 The details of the processing are in Schedule 1. The Customer is responsible for the lawfulness of its instructions and its use of the platform, including the legal basis, information notices to data subjects, consents and the configuration of its chatbots.

2. Instructions and confidentiality

2.1 Robofy processes Customer Personal Data only on the Customer's documented instructions (the Agreement, this DPA and the Customer's use and configuration of the platform), unless EU or Member State law requires otherwise. Robofy tells the Customer without undue delay if it believes an instruction infringes the GDPR.

2.2 Robofy ensures that everyone authorised to process Customer Personal Data is bound by confidentiality.

3. Security

Robofy maintains the measures in Schedule 1, Part B, including encryption in transit (TLS 1.2 or higher) and at rest (AWS KMS). Robofy may update them provided the overall level of protection is not reduced. Sprouto InfoSolutions Private Limited operates an information security management system certified to ISO/IEC 27001:2022.

4. Hosting, AI processing and support

4.1 Customer Personal Data, including chatbot conversations, is stored at rest in AWS region eu-west-1 (Ireland). Robofy will not change this storage region without the Customer's prior written consent.

4.2 AI responses are generated by Google Gemini, accessed through the Vercel AI Gateway, both on paid commercial plans under their data processing terms. The exact processing location of AI requests is determined by those providers, not by Robofy. Robofy configures the gateway for zero data retention and does not use, or permit others to use, Customer Personal Data to train AI models.

4.3 Robofy's support does not involve access to the content of Customer Personal Data. If access becomes unavoidable in an individual case, it is limited to what is necessary, restricted to authorised personnel and covered by the SCCs. Robofy does not use Tawk.to or Razorpay for the Customer's account.

5. Sub-processors

The Customer authorises the sub-processors in Schedule 1, Part C. Each is bound by a written contract with data protection obligations no less protective than this DPA, and Robofy remains liable for their performance. Robofy will give at least 30 days' notice (by email or in the dashboard) of any new or replacement sub-processor; the Customer may object on reasonable data protection grounds within 14 days, and the Parties will then discuss the objection in good faith.

6. International transfers

Robofy is established in India, which has no EU adequacy decision, so the Parties conclude the SCCs in Schedule 2. Robofy transfers data to sub-processors outside the EEA only under the EU-U.S. Data Privacy Framework, the SCCs or another mechanism recognised by Chapter V GDPR.

7. Data subject requests, breaches and assistance

7.1 Robofy assists the Customer, by appropriate technical and organisational measures, in responding to data subject requests. If Robofy receives a request directly, it forwards it to the Customer without undue delay and does not respond unless instructed.

7.2 Robofy notifies the Customer without undue delay, and within 48 hours of becoming aware, of a personal data breach affecting Customer Personal Data, with the information then available (nature, data subjects and records concerned, likely consequences, measures taken), and provides updates as they become available.

7.3 Robofy reasonably assists the Customer with its obligations under Articles 32 to 36 GDPR (security, breach notification, data protection impact assessments and prior consultation) as they relate to this processing.

8. Information and audits

Robofy makes available the information needed to show compliance with Article 28 GDPR, including its security documentation and, on request, a summary of its ISO/IEC 27001 materials. The Customer may audit Robofy's compliance, itself or through a bound independent auditor, on 30 days' written notice, once a year (or at any time after a personal data breach), during business hours, each Party bearing its own costs.

9. Return and deletion

After termination, or earlier on the Customer's written request, Robofy deletes or returns all Customer Personal Data at the Customer's choice and deletes existing copies unless EU or Member State law requires storage. Backups are purged under the retention schedule in Schedule 1. Robofy confirms deletion in writing on request.

10. Liability, term and governing law

Liability under this DPA is governed by the Agreement, but nothing limits a Party's liability to data subjects under the SCCs or the GDPR. This DPA takes effect on the effective date and lasts as long as Robofy processes Customer Personal Data. It is governed by the law applicable to the Agreement, except that the SCCs are governed by the law stated in Schedule 2.

11. Customer preferences

11.1 Robofy complies with the GDPR and provides its services using the sub-processors in Schedule 1, including Google and Vercel, whose infrastructure, processing locations and internal arrangements are determined by those providers and are outside Robofy's control. The Customer has reviewed Schedule 1 and accepts these sub-processors and the safeguards in clauses 4 and 6.

11.2 If the Customer has specific requirements for sub-processors, processing locations or other measures beyond this DPA, it shall notify Robofy in writing. Robofy will review the requirement in good faith within 14 days and say whether and how it can be implemented, including any change to the service or the fees. Unless Robofy agrees otherwise in writing, this DPA is not changed, and fees remain governed by the Agreement, including its cancellation and refund terms.

11.3 Nothing in this clause limits any mandatory right of the Customer or of data subjects under the GDPR or the SCCs.

Schedule 1: Processing details, security and sub-processors

This Schedule also serves as Annexes I.B, II and III of the SCCs.

Part A: Description of the processing

Item	Description
Subject matter and purpose	Providing the Robofy AI chatbot and AI agent platform (web chat, WhatsApp and voice channels where enabled): automated customer conversations, knowledge-base retrieval, AI response generation, message delivery, analytics, maintenance and security.
Data subjects	End users, website visitors, customers and prospects who interact with the Customer's chatbots; the Customer's own staff and users who hold platform accounts.
Personal data	Message content; phone numbers and WhatsApp IDs (WhatsApp channel only); names and contact details if collected by the chatbot; message metadata; account data (name, email, organisation).

Sensitive data	None intended. The Customer must not configure chatbots to collect special categories of data (Article 9 GDPR) or criminal-conviction data without prior written agreement.
Frequency and duration	Continuous for the term of the Agreement, plus the deletion period in clause 9.
Retention	Message logs are purged after the applicable retention period; account data is kept until the account is deleted; all data is deleted or returned after termination (clause 9).

Part B: Technical and organisational measures

Area	Measure
Encryption	TLS 1.2 or higher for all API traffic, webhooks and dashboard access; encryption at rest using AWS encryption, including AWS KMS.
Access and separation	Least-privilege access limited to authorised personnel who need it for operation and maintenance; logical separation of each customer's data in AWS RDS and DynamoDB; support without access to message content (clause 4.3).
Secrets	Access tokens and credentials (such as WhatsApp tokens) held in AWS Secrets Manager.
Hosting	AWS eu-west-1 (Ireland), under AWS physical and environmental security controls.
AI processing	Requests go via the Vercel AI Gateway (zero data retention) to Google Gemini on a paid plan; no use of Customer Personal Data for model training.
Backups and deletion	Encrypted backups, purged on the retention schedule; data deleted or anonymised after termination or on written request, unless law requires retention.
Monitoring and incidents	AWS CloudWatch monitoring and alarms; documented breach process with customer notification within 48 hours (clause 7.2).
Management and personnel	ISMS compliant with ISO/IEC 27001:2022; confidentiality obligations for all personnel who may process personal data.

Part C: Authorised sub-processors

The current list is at https://www.robofy.ai/trust/sub-processors.

Sub-processor	Service	Location and transfer basis
Amazon Web Services EMEA SARL (Lambda, API Gateway, App Runner, RDS, DynamoDB, S3, SQS, KMS, Secrets Manager, SES)	Cloud hosting, storage and transactional email	Customer data at rest in Ireland (eu-west-1)
Google (Gemini API, paid; Google sign-in if used)	AI response generation; optional single sign-on	Location determined by Google. EU-U.S. Data Privacy Framework certified; Google data processing terms with SCCs. Paid-service data is not used to improve Google products.
Vercel Inc. (AI Gateway; dashboard and website hosting)	Routing of AI requests (zero data retention); frontend hosting	EU-U.S. Data Privacy Framework certified; SCCs
Meta Platforms (WhatsApp Cloud API)	WhatsApp messaging, only if the Customer enables the channel	Under Meta's terms for the WhatsApp Business Platform
Stripe	Subscription payments (billing data only, no chatbot conversations)	EU-U.S. Data Privacy Framework certified; data transfer addendum with SCCs

Schedule 2: Standard Contractual Clauses

The Parties agree to the SCCs (Commission Implementing Decision (EU) 2021/914), in the Module ticked at the start of this DPA, incorporated by reference from https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj, with the following choices:

SCC provision	Selection
Module	Module Two (controller to processor) or Module Three (processor to processor), as ticked in the table at the start of this DPA.
Annex I.A (parties)	Data exporter: the Customer (controller under Module Two; processor under Module Three). Data importer: Sprouto InfoSolutions Private Limited, Robofy.ai (processor under Module Two; sub-processor under Module Three). Names, addresses and contacts are in the table at the start of this DPA; signatures are on the signature page.
Annex I.B, II, III	Schedule 1, Parts A, B and C of this DPA respectively.
Annex I.C and Clause 13	Competent supervisory authority for the Customer's EU/EEA establishment (for Module Three, that of the controller):
Clause 7 (docking)	Included.
Clause 9(a) (sub-processors)	Option 2, general written authorisation; 30 days' advance notice (clause 5 of this DPA).
Clause 11(a) (redress)	Optional independent dispute resolution wording not included.
Clauses 17 and 18	Governing law: Option 1, the law of Ireland. Forum: the courts of Ireland.

Signatures

By signing below, each Party agrees to be bound by this DPA, including the Standard Contractual Clauses (Schedule 2) and Schedule 1. Signing this DPA is deemed to be signing the SCCs and their Annexes I to III as of the effective date.

	For the Customer (Data Exporter)	For Sprouto InfoSolutions Private Limited (Robofy.ai) (Data Importer / Processor)
Name		Milan Vijaykumar Motavar
Title		Director
Signature		
Place		Vadodara, India
Date		05 October 2026.