

DATA PROCESSING AGREEMENT

1. INTRODUCTION

This Data Processing Agreement governs the processing of personal data between AI Takes Axion Ltd (Processor, Company No. 17159021) and the client (Controller). It is governed by the UK GDPR and Data Protection Act 2018.

2. DEFINITIONS

- Personal Data — any information relating to an identified or identifiable individual
- Controller — determines the purposes and means of processing (the client)
- Processor — processes personal data on behalf of the Controller (AI Takes Axion Ltd)
- Sub-processor — any third party engaged by the Processor

3. ROLE OF THE PARTIES

The client acts as the Data Controller. AI Takes Axion Ltd acts as the Data Processor, processing personal data only on documented instructions from the Controller.

4. SUBJECT MATTER & DURATION

Processing relates to the provision of AI automation, communication, booking, website hosting, marketing, and SEO services, for the duration of the service agreement.

5. NATURE & PURPOSE OF PROCESSING

- Manage communications — SMS, calls, chat, social messaging, email
- Automate bookings and appointment management
- Store and manage customer interactions via CRM
- Host websites and process enquiry form submissions
- Deliver SEO, content, and marketing automation services

6. PROCESSOR OBLIGATIONS

- Process data only on documented instructions from the Controller
- Ensure all authorised persons are bound by confidentiality
- Implement appropriate technical and organisational security measures
- Assist the Controller in complying with data subject rights obligations
- Notify the Controller of any personal data breach without undue delay
- Delete or return personal data upon termination unless legally required to retain it

7. SUB-PROCESSORS

Sub-processors may include GoHighLevel (CRM and hosting), Twilio (telephony and messaging), and other cloud hosting and analytics providers. All sub-processors are subject to equivalent data protection obligations.

8. INTERNATIONAL DATA TRANSFERS

Where data is transferred outside the UK, the Processor ensures appropriate safeguards including UK-approved Standard Contractual Clauses or adequacy decisions.

9. DATA BREACH NOTIFICATION

The Processor shall notify the Controller without undue delay upon becoming aware of a personal data breach.

10. GOVERNING LAW

This Agreement is governed by the laws of England and Wales.