



Data Processing Addendum (DPA)

[Last Updated: 15 October 2025]

Introduction

This Data Processing Addendum ("DPA") forms part of the Terms of Service, Partnership Agreement, or any other written or electronic agreement ("Principal Agreement") between:

AIO Technology EOOD,
Vitosha Blvd №4, 1st Floor, 1000 Sofia, Bulgaria
("AIO," "Processor," "we," "our," or "us")

and

[Client/Partner Legal Name],
[Address]
("Controller," "you," or "your").

1. Purpose and Scope

This DPA governs AIO's processing of Personal Data on behalf of the Controller in connection with the Principal Agreement and ensures compliance with GDPR, ePrivacy Directive, and local laws.

2. Definitions

Definitions include Personal Data, Processing, Controller, Processor, Sub-Processor, and Data Subject as per GDPR.

3. Roles and Responsibilities

Controller determines lawful basis and purposes. AIO processes data only on instructions and shall not share for unrelated purposes.



4. Nature and Purpose of Processing

AIO processes Personal Data to provide blockchain payment infrastructure, API integrations, dashboards, and related services.

- **Categories:** End users, partners, employees.
- **Data types:** Identification, transactional, technical.
- **Duration:** As required under agreement and law.

5. Processor Obligations

AIO shall:

- Process data only as instructed.
- Implement technical and organizational measures (TOMs).
- Ensure confidentiality.
- Notify Controller of breaches.
- Assist with data subject rights and impact assessments.
- Delete or return data upon termination.

6. Sub-Processors

AIO may engage Sub-Processors for hosting, analytics, or support with written obligations.

Controller may object to new ones within 10 days.

Examples: Google Cloud, Notion/HubSpot, Cloudflare.

7. Data Transfers

AIO stores data within the EEA and applies Standard Contractual Clauses (SCCs) for transfers outside the EEA.

8. Security Measures

Encryption (TLS 1.3, AES-256), access controls, vulnerability testing, monitoring, and incident response.

9. Data Subject Rights

AIO forwards data subject requests to Controller and does not respond directly unless authorized.

10. Data Breach Notification

AIO notifies Controller within 24 hours of a breach and cooperates on mitigation and prevention.

11. Audit Rights

Controller may audit annually or via an independent auditor; AIO provides documentation under confidentiality.

12. Liability

Liability follows the limitations in the Principal Agreement.

13. Term and Termination

DPA remains in effect while AIO processes Personal Data. Upon termination, data is securely deleted or returned.

14. Governing Law and Jurisdiction

This DPA is governed by Bulgarian law; disputes fall under Sofia courts.

15. Contact Information

AIO Technology EOOD
Vitosha Blvd №4, 1st Floor, 1000 Sofia, Bulgaria
privacy@aio.cash



Signatures

For the Controller	For the Processor (AIO Technology EOOD)
Name: [Name] Title: [Title] Date: [Date] Signature: _____	Name: [Name] Title: [Title] Date: [Date] Signature: _____