

# DATA PROCESSING AGREEMENT

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

**Controller:**

The individual or legal entity that has registered for and uses the Zeropaste service ("Customer")

**Processor:**

Zeropaste, operated by Dr. Greg Blackburn / Zaza Technologies  
hello@zeropaste.io

## 1. Subject Matter and Purpose

1.1 The Processor provides an invoice data extraction service ("the Service") through which the Controller uploads or forwards invoice PDF documents. The Service extracts structured data fields from those documents and makes them available for download in CSV or XLSX format.

1.2 This DPA governs the processing of personal data that may be contained within invoice documents submitted by the Controller to the Service.

## 2. Nature and Purpose of Processing

2.1 The Processor processes personal data solely for the purpose of extracting structured invoice fields on behalf of the Controller.

2.2 Processing activities include: receiving invoice PDF files, performing automated data extraction, presenting extracted fields for Controller review, enabling export of extracted data, and deleting source files.

2.3 The Processor does not process personal data for any purpose other than providing the Service to the Controller.

## 3. Categories of Data Subjects

The personal data processed may relate to: vendors, suppliers, and other business counterparties whose information appears on invoice documents submitted by the Controller.

## 4. Categories of Personal Data

Personal data processed may include: business names, individual names where they appear on invoices, addresses, invoice amounts, VAT identification numbers, bank details where present on invoices, and dates.

## 5. Duration of Processing

5.1 Processing begins when the Controller submits a document to the Service.

5.2 Source PDF files are permanently deleted within 24 hours of processing.

5.3 Extracted data fields are retained until the Controller's account is closed or deletion is requested, whichever is earlier.

5.4 This DPA remains in force for the duration of the Controller's use of the Service and terminates automatically upon account closure.

## 6. Obligations of the Processor

The Processor shall:

6.1 Process personal data only on documented instructions from the Controller, which includes providing the Service as described in the Terms of Service.

6.2 Ensure that persons authorised to process personal data have committed to confidentiality.

6.3 Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including encryption of data in transit and at rest, access controls, and regular security assessments.

6.4 Not engage any sub-processor without prior written authorisation from the Controller, except as set out in Schedule 1 of this DPA.

6.5 Assist the Controller in responding to requests from data subjects exercising their rights under the GDPR.

6.6 Assist the Controller in ensuring compliance with security, breach notification, data protection impact assessment, and prior consultation obligations.

6.7 At the choice of the Controller, delete or return all personal data after the end of the provision of Services.

6.8 Make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR.

6.9 Notify the Controller without undue delay upon becoming aware of a personal data breach affecting data processed under this DPA.

## **7. Sub-processors**

7.1 The Controller grants general authorisation to engage the sub-processors listed in Schedule 1.

7.2 The Processor shall inform the Controller of any intended changes to sub-processors, giving the Controller the opportunity to object.

7.3 The Processor shall impose data protection obligations equivalent to those in this DPA on all sub-processors.

## **8. International Transfers**

8.1 Personal data processed under this DPA is processed within the European Union.

8.2 Where any sub-processor is located outside the EU/EEA, the Processor shall ensure appropriate safeguards are in place in accordance with GDPR Chapter V.

## **9. Data Subject Rights**

The Processor shall assist the Controller in fulfilling obligations to respond to data subject requests including access, rectification, erasure, restriction, portability, and objection within the timeframes required by applicable law.

## **10. Data Breach Notification**

The Processor shall notify the Controller without undue delay, and in any event within 72 hours, upon becoming aware of a personal data breach involving data processed under this DPA. Notification shall be sent to the email address associated with the Controller's account.

## 11. Deletion and Return of Data

11.1 Upon termination of the Service or upon written request, the Processor shall delete all personal data processed under this DPA within 30 days.

11.2 The Controller may request confirmation of deletion by emailing [hello@zeropaste.io](mailto:hello@zeropaste.io).

## 12. Audit Rights

The Controller may request an audit of the Processor's data processing activities no more than once per calendar year, with 30 days' written notice. The Processor may satisfy audit requests by providing documented evidence of technical and organisational measures.

## 13. Governing Law

This DPA is governed by the laws of the Federal Republic of Germany. Any disputes shall be subject to the exclusive jurisdiction of the courts of Saarbrücken, Germany.

### Schedule 1 - Authorised Sub-processors

Sub-processor	Purpose	Location
Vercel Inc.	Hosting and infrastructure	EU (Frankfurt)
Anthropic PBC	AI extraction processing	USA (SCCs applied)
Supabase Inc.	Database storage	EU
Clerk Inc.	Authentication	EU/USA (SCCs applied)
Brevo SAS	Email delivery	EU (France)
Postmark (Wildbit)	Transactional email	USA (SCCs applied)

SCCs = Standard Contractual Clauses under GDPR Article 46(2)(c)

### Schedule 2 - Technical and Organisational Measures

- Encryption in transit: TLS 1.2 or higher on all connections
- Encryption at rest: AES-256 on all stored data
- Access controls: role-based access, principle of least privilege
- Source file deletion: automated deletion within 24 hours of processing
- Personnel: access to production systems limited to authorised personnel only
- Incident response: breach detection and notification procedure in place
- Subprocessor contracts: data processing agreements in place with all sub-processors listed in Schedule 1

### Acceptance

This DPA is incorporated into and forms part of the Zeropaste Terms of Service. By using the Zeropaste Service, the Customer agrees to the terms of this DPA.

For a signed copy of this DPA, contact [hello@zeropaste.io](mailto:hello@zeropaste.io).