

**CERTISYN**

VERIFICATION INFRASTRUCTURE

Data Processing Addendum

Standard contractual terms for data processing

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Entity: Certisyn, Inc.

Jurisdiction: Delaware, United States

Classification: CONFIDENTIAL

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Data Processing Addendum

This Data Processing Addendum ("DPA") supplements the Terms of Service between Certisyn, Inc. ("Processor") and the subscribing organisation ("Controller") and governs the processing of personal data by Certisyn on behalf of the Controller.

1. Definitions

"Personal Data" means any information relating to an identified or identifiable natural person processed by Certisyn in connection with the verification services. "Processing" means any operation performed on Personal Data, including collection, recording, storage, adaptation, retrieval, consultation, use, disclosure, combination, restriction, erasure, or destruction. "Sub-processor" means any third party engaged by Certisyn to process Personal Data on behalf of the Controller.

2. Scope of Processing

Certisyn processes Personal Data solely for the purpose of providing verification services under the Terms of Service. The categories of Personal Data processed include: names and titles of key personnel identified in claims; professional credentials and employment history referenced in evidence; contact information provided in account registration; and organisational identifiers (company names, registration numbers, addresses) submitted for verification.

3. Controller Obligations

The Controller warrants that it has a lawful basis for providing Personal Data to Certisyn for processing. The Controller is responsible for providing any required notices to data subjects and obtaining any required consents.

4. Processor Obligations

Certisyn shall: process Personal Data only on documented instructions from the Controller; ensure that persons authorised to process Personal Data are subject to confidentiality obligations; implement appropriate technical and organisational security measures (as described in the Security Overview); engage sub-processors only with the Controller's prior written consent; assist the Controller in responding to data subject requests; notify the Controller without undue delay of any Personal Data breach; delete or return Personal Data upon termination of services; and make available information necessary to demonstrate compliance with this DPA.

5. Sub-processors

Certisyn engages the following sub-processors:

Supabase, Inc. — Database hosting and storage (San Francisco, CA, USA)

Railway Corporation — Compute infrastructure (San Francisco, CA, USA)

Stripe, Inc. — Payment processing (San Francisco, CA, USA)

Netlify, Inc. — Web hosting (San Francisco, CA, USA)

The Controller will be notified 30 days before any new sub-processor is engaged, with the right to object.

6. International Transfers

Personal Data is processed in the United States. For transfers from the European Economic Area, the United Kingdom, or Switzerland, the parties agree to the Standard Contractual Clauses (Module Two: Controller to Processor) as adopted by the European Commission, which are incorporated by reference.

7. Data Retention and Deletion

Personal Data is retained for the duration of the service agreement plus the retention periods specified in the Privacy Policy. Upon termination, Certisyn will delete Personal Data within 90 days, except where retention is required by law or for the maintenance of verification records under institutional audit obligations.

8. Audit Rights

The Controller may audit Certisyn's compliance with this DPA upon 30 days written notice, no more than once per year, during normal business hours. Certisyn may satisfy audit requests through the provision of its SOC 2 report (when available), security certifications, and written responses to reasonable enquiries.

9. Governing Law

This DPA is governed by the same law governing the Terms of Service (State of Delaware). In the event of conflict between this DPA and the Terms of Service, this DPA shall prevail with respect to data protection matters.

10. Contact

Data Protection Contact: privacy@certisyn.com

Certisyn, Inc.

Delaware, United States