

DATA PROCESSING AGREEMENT

Effective Date: January 20, 2026

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

Data Controller: Consumer Services Corp ("Controller")

Data Processor: DataCloud Technologies Inc ("Processor")

RECITALS

WHEREAS, Controller collects personal data from consumers and end users;

WHEREAS, Processor provides data analytics and storage services that involve the processing of such personal data;

WHEREAS, the parties wish to ensure compliance with applicable data protection laws, including the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA).

1. DEFINITIONS

1.1 "Personal Data" means any information relating to an identified or identifiable natural person, including name, email address, IP address, location data, device identifiers, and online behavior data.

1.2 "Processing" means any operation performed on Personal Data, including collection, storage, use, transfer, and deletion.

1.3 "Data Subject" means the individual to whom Personal Data relates.

2. SCOPE OF PROCESSING

2.1 Categories of Data: Processor will process the following categories of Personal Data:

- Contact information (name, email, phone, address)
- Demographic information (age, gender, income bracket)
- Behavioral data (browsing history, purchase history, preferences)
- Device data (IP address, device ID, browser type)
- Location data (GPS coordinates, approximate location)
- Biometric data (facial recognition data, fingerprints)
- Health-related data (fitness tracking, health app data)

2.2 Purpose: Processor shall process Personal Data for:

- Data analytics and reporting
- Consumer profiling and segmentation
- Targeted advertising

- Sale to third-party data brokers
- Any other purpose Processor deems commercially beneficial

3. DATA SHARING

****3.1 Third-Party Sharing**:** Processor may share Personal Data with:

- Advertising partners and ad networks
- Data brokers and resellers
- Business analytics providers
- Marketing agencies
- Social media platforms
- Any affiliated companies worldwide
- Government agencies upon request
- Any successor entity in case of acquisition

****3.2 No Consent Required**:** Controller acknowledges that Processor may share data with the above parties without obtaining additional consent from Data Subjects.

****3.3 International Transfers**:** Processor may transfer Personal Data to any country without restriction, including countries without adequate data protection laws.

4. DATA RETENTION

Processor shall retain Personal Data indefinitely unless otherwise required by law. Processor may retain copies of Personal Data in backup systems even after deletion requests.

5. DATA SUBJECT RIGHTS

****5.1 Access Requests**:** Controller shall forward any Data Subject access requests to Processor. Processor shall respond within 90 days.

****5.2 Deletion Requests**:** Upon receiving a deletion request, Processor shall delete Personal Data from active systems within 180 days, but may retain data in backup systems indefinitely.

****5.3 Opt-Out Requests**:** Data Subjects may opt out of the sale of their Personal Data by submitting a request through Controller's website. Processor shall process opt-out requests within 45 business days.

6. SECURITY MEASURES

Processor shall implement "reasonable" security measures to protect Personal Data. Processor makes no guarantees regarding the effectiveness of such measures.

7. DATA BREACH NOTIFICATION

In the event of a data breach affecting Personal Data, Processor shall notify Controller within 30 days of discovery. Processor shall have no obligation to notify Data Subjects directly.

8. AUDIT RIGHTS

Controller may audit Processor's data processing activities upon 90 days written notice, no more than once per calendar year, at Controller's sole expense.

9. INDEMNIFICATION

Controller shall indemnify Processor against any claims, fines, or penalties arising from Data Subject complaints or regulatory actions related to the processing activities described herein.

10. LIMITATION OF LIABILITY

Processor's liability for any data protection violations shall not exceed the fees paid by Controller in the preceding twelve (12) months.

11. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Delaware, without regard to GDPR, CCPA, or other data protection regulations.

12. TERM AND TERMINATION

This Agreement shall remain in effect for as long as Processor possesses any Personal Data provided by Controller.

CONTROLLER: Consumer Services Corp

By: _____
Name: _____
Title: _____
Date: _____

PROCESSOR: DataCloud Technologies Inc

By: _____
Name: _____
Title: _____
Date: _____