Bakame Ai

Bakame AI Data Processing Agreement (DPA)

Last updated: November 2025

This Data Processing Agreement ("DPA") forms part of the agreement between the customer ("Customer") and Bakame AI ("Processor") and sets out obligations under global privacy laws, including the GDPR, UK GDPR, and relevant US state privacy laws.

1. Definitions

Terms such as "Personal Data," "Controller," "Processor," "Data Subject," and "Processing" have the meanings given in applicable Data Protection Law.

"Customer Personal Data" means any personal data provided by or collected on behalf of the Customer for the provision of Services.

"Subprocessor" means an entity engaged by Bakame to process Customer Personal Data.

2. Scope and Roles

Customer is the Controller, and Bakame AI is the Processor. Bakame processes Customer Personal Data solely for providing the Services.

3. Documented Instructions

Bakame will process Customer Personal Data only according to Customer's documented instructions contained in this DPA and the primary service agreement.

Bakame will not sell Customer Personal Data.

If law requires further processing, Bakame will inform Customer unless legally restricted.

4. Confidentiality

Bakame ensures all personnel with access to Customer Personal Data are bound by confidentiality obligations.

5. Security Measures

Bakame maintains technical and organizational security measures appropriate to the level of risk, including:

a) Access controls
b) Encryption where appropriate

c) Secure infrastructure
d) Business continuity and incident response processes

6. **Personal Data Breach Notification**

Bakame will notify Customer without undue delay upon becoming aware of a Personal Data Breach affecting Customer Personal Data.

7. **Subprocessors**

Customer authorizes Bakame to use the subprocessors listed in Bakame's Subprocessors List. Bakame will enter into written agreements with subprocessors imposing similar data-protection obligations.

Customer may object to new subprocessors within 30 days of notice where legally required.

8. **Assistance**

Bakame will assist Customer in:

a) Responding to data subject rights requests
b) Conducting Data Protection Impact Assessments
c) Engaging with supervisory authorities
d) Managing breach notifications

9. **International Data Transfers**

Bakame may transfer Customer Personal Data internationally, including to the United States. Such transfers will rely on:

a) Standard Contractual Clauses (SCCs)
b) The UK Addendum
c) Adequacy decisions
d) Other legal mechanisms

10. **Audit Rights**

Bakame will make information available to demonstrate compliance and allow reasonable audits once per year with 60 days' notice. Audits must not disrupt operations and must maintain confidentiality.

11. **Return or Deletion of Data**

Upon termination, Customer may request return of data within 90 days. Bakame will delete remaining Customer Personal Data within 180 days unless retention is legally required.

12. **Contact**

For questions regarding this DPA: privacy@bakame.ai