



Data Processing Agreement (DPA)

This Data Processing Agreement (“DPA”) explains how **Utilitarian Pty Ltd** (Australia) and **Utilitarian World B.V.** (Netherlands) (together, “Utilitarian”, “we”, “us”) process personal data on behalf of our clients when they use our platform. This DPA is incorporated into and forms part of any agreement you have with us (including our SaaS Master Services Agreement).

1. Roles

Client is the **Data Controller** (decides the purposes and means of processing personal data).

Utilitarian is the **Data Processor** (processes data on behalf of the Client).

In some cases, Utilitarian may act as an independent controller (e.g. billing contacts, security logs).

2. Scope

We process personal data only as necessary to provide our platform and related services, which may include:

- Customer photo submissions,
- Brand or product confirmation,
- Email capture,
- Campaign and store details
- Technical data (IP address, device/browser info, approximate location).

We do not intentionally process special category data.

3. Duration

We process personal data for the term of our agreement with the Client and retain it only as long as needed for legal, regulatory, or contractual requirements.

4. How we process data

Utilitarian will:

- Process personal data only on documented instructions from the Client;
- Keep data secure using appropriate technical and organisational measures;
- Ensure staff handling data are bound by confidentiality;
- Assist Clients with data subject rights requests (e.g. access, erasure);
- Notify Clients promptly of any personal data breach;
- Provide compliance information and cooperate with audits, as reasonably requested.

5. Subprocessors

- We use trusted third parties (subprocessors) to help deliver our services (e.g. hosting, email delivery, analytics).
- We remain responsible for their compliance with this DPA.
- A current list of subprocessors is available on request. We will notify Clients of material changes.

6. International transfers

EU personal data is hosted in the EU unless otherwise agreed.

Where transfers outside the EU/EEA occur, we use appropriate safeguards such as the **EU Standard Contractual Clauses (SCCs)**.

7. Data return and deletion

On termination of services:

- We will return or delete Client data on request; and
- Delete remaining copies (including backups) within a reasonable timeframe, unless retention is required by law.

8. Liability

Our liability in relation to personal data processing is subject to the limits set out in our main service agreement with the Client.

9. Governing law

This DPA is governed by the same law that applies to the Client's main agreement with Utilitarian (New South Wales, Australia or The Netherlands).

10. Contact us

If you have questions about this DPA or how we process data:

Australia: privacy@utilitarian.world

Europe: privacy@utilitarian.world