DOCUMENT

Data Processing Agreement

Version 1 · 15 November 2026

This agreement applies whenever Infumia LTD processes personal data on behalf of a customer (for example in Datacorp, custom panels, e-commerce or CRM systems) and meets Article 28 UK GDPR and Article 12 KVKK. It forms part of the main service agreement or licence.

ISSUED BY

NAME
Infumia LTD

COMPANY NO
15791340 (England and Wales)

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DOCUMENT

VERSİON
1

EFFECTİVE DATE
15 November 2026

LİNK
https://infumia.com/data-processing-agreement

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SECTİON 1

Roles and instructions

The customer is the controller and Infumia LTD (registered in England and Wales, company no. 15791340, 71–75 Shelton St, London WC2H 9JQ, United Kingdom) is the processor. We process customer personal data only on the customer's documented instructions and tell the customer if we believe an instruction is unlawful.

SECTİON 2

Details of processing

Subject	**Software, hosting, maintenance and support services**
Duration	**Term of the main agreement plus the return and deletion period**
Nature	**Hosting, storage, backup, technical support, debugging**
Data	**Identity, contact, transaction, financial and similar data entered by the customer**
Data subjects	**The customer's customers, staff, members and partners**

SECTİON 3

Our obligations

- Ensure staff with access are bound by confidentiality
- Apply appropriate security measures: TLS in transit, one-way password hashing, role-based access, two-step verification for admins, firewall and logging, regular tested backups
- Assist the customer with data subject requests, breach notifications and impact assessments
- Make available information needed to demonstrate compliance

SECTİON 4

Sub-processors and transfers

The customer gives general authorisation for the sub-processors listed in our Privacy Policy. We will notify the customer before adding a new one; the customer may object on reasonable grounds within 15 days. Primary servers are in Türkiye with backups in the EU; transfers use Article 46 UK GDPR safeguards and Article 9 KVKK standard contracts.

SECTİON 5

Personal data breaches

We notify the customer without undue delay and within 48 hours of becoming aware of a breach affecting customer data, with the information available at the time.

SECTİON 6

Audits

Once a year, on 30 days' written notice, the customer may verify compliance through documents or another agreed method that does not put other customers' data at risk.

SECTİON 7

End of processing

When the service ends we return the data in a common format or delete it, as the customer chooses. If no choice is made within 30 days, data is deleted within a reasonable time, including backups, unless the law requires us to keep it. Contact: info@infumia.com.