

This Data Processing Addendum ("DPA") forms part of the Terms of Service between you ("Customer") and CartWarden, LLC ("Processor", "CartWarden"), and applies to the extent CartWarden processes Customer Data on behalf of the Customer.

## 1. Definitions

"Data Protection Laws" means applicable privacy laws, including the GDPR, UK GDPR, CCPA, and similar legislation.

"Customer Data" means any personal data processed by CartWarden on behalf of the Customer.

"Subprocessor" means a third party engaged by CartWarden to process Customer Data.

## 2. Scope and Role of the Parties

Customer is the "controller" and CartWarden is the "processor" of Customer Data. CartWarden shall only process Customer Data in accordance with documented instructions provided by Customer and solely for the purpose of providing the Platform's services.

## 3. Subprocessors

Customer acknowledges and agrees that CartWarden may engage the following subprocessors:

Supabase - cloud database and authentication

Make.com - automation platform

Brevo - email and messaging services

Slack - internal communication infrastructure (alerts)

CartWarden shall enter into written agreements with all subprocessors with data protection obligations at least equivalent to those set forth in this DPA.

## 4. Security

CartWarden shall implement appropriate technical and organizational measures to protect Customer Data against unauthorized access, loss, or disclosure, including encryption, access controls, secure hosting, and employee confidentiality agreements.

## 5. Data Subject Rights

To the extent required by law, CartWarden shall assist Customer in responding to requests from individuals exercising their data subject rights (e.g., access, deletion, portability). Customer is responsible for verifying such requests.

## 6. Data Breach Notification

In the event of a confirmed data breach involving Customer Data, CartWarden will notify Customer without undue delay and provide information reasonably required to comply with applicable notification obligations.

## 7. Data Transfers

Where Customer Data is transferred outside the European Economic Area (EEA), CartWarden will ensure appropriate safeguards are in place, including execution of Standard Contractual Clauses (SCCs) approved by the European Commission.

#### 8. Data Deletion or Return

Upon termination of services, CartWarden shall delete or return Customer Data within 30 days, unless otherwise required by law. Customer may request a copy of Customer Data during this period.

#### 9. Audit Rights

Upon reasonable written request, CartWarden shall make available information necessary to demonstrate compliance with this DPA and allow for audits by Customer or a third-party auditor once annually, subject to confidentiality and security limitations.

#### 10. Liability

Each party's liability arising out of this DPA shall be subject to the limitations and exclusions set forth in the Terms of Service.

#### 11. Governing Law

This DPA shall be governed by and interpreted in accordance with the laws of the State of Florida, United States, unless otherwise required by applicable Data Protection Laws.

#### 12. Contact

If you have questions about this DPA, please contact:

Email: [privacy@cartwarden.com](mailto:privacy@cartwarden.com)

By continuing to use the Platform, you accept the terms of this DPA. For enterprise clients requiring a signed copy, please contact our legal team.