

Data Processing Agreement (DPA)

pursuant to Article 28 of Regulation (EU) 2016/679 (GDPR)

Service: Virexo (virexo.chat) · Version 1.0 · Effective 17 June 2026

1. Parties

This Data Processing Agreement (the “DPA”) is entered into between:

UNWORK SRLS, Via Acherusio 83/b, 00199 Rome (RM), Italy — VAT ID 17456391006 — email: support@virexo.chat (the “Processor” or “Virexo”), and

the Virexo **Customer**, as identified in their account, who enters into this DPA by accepting Virexo's Terms and Conditions or, where required, through separate signature (the “Controller”).

2. Subject matter and scope

This DPA governs the processing by Virexo of personal data relating to the Controller's end customers (the “Personal Data”) carried out in connection with the provision of the Virexo service, in accordance with Article 28 GDPR. The Controller determines the purposes and means of the processing; Virexo processes the Personal Data only on behalf of, and on documented instructions from, the Controller.

3. Categories of data and data subjects

Categories of data subjects: end customers, contacts and prospects of the Controller who interact with the Controller's business through WhatsApp Business or through the Virexo service.

Categories of Personal Data: identifying data (first and last name), contact details (phone number, optionally email), content and metadata of WhatsApp messages exchanged with the Controller, scheduling data (appointments, reminders), tags and notes entered by the Controller, and any other data the Controller chooses to process through the service.

4. Term

This DPA is in force for the entire duration of the contract between the Controller and Virexo and ends upon permanent closure of the Controller's account. Confidentiality obligations survive termination.

5. Processor's obligations

Virexo undertakes to:

- process the Personal Data only for the purposes set out in the contract and according to the documented instructions of the Controller (including Virexo's Terms and Conditions and the configurations set by the Controller in the account);
- ensure that persons authorised to process the data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- implement technical and organisational measures pursuant to Article 32 GDPR, as described in Section 9;
- assist the Controller, where possible, in responding to requests by data subjects exercising their rights (Articles 12-22 GDPR), taking into account the nature of the processing and the information

available to Virexo;

- assist the Controller in ensuring compliance with the obligations of Articles 32-36 GDPR (security, breach notification, impact assessments);
- at the Controller's choice, delete or return all Personal Data upon termination of the service, except where storage is required by law;
- make available to the Controller the information necessary to demonstrate compliance with Article 28 GDPR and allow for and contribute to audits, including inspections, as set out in Section 10.

6. Sub-processors

The Controller grants Virexo general authorisation, pursuant to Article 28(2) GDPR, to engage the sub-processors listed below, which are necessary to provide the service. Virexo will inform the Controller of any changes or additions of sub-processors by updating this list and, where requested, by email notification. The Controller may object to such changes within 30 days; in case of a reasoned objection, the Controller may terminate the contract.

Sub-processor	Service	Location / Transfers	Purpose
Stripe, Inc.	Payments	USA — SCC + DPF	Subscription and payment processing
PayPal (Europe) S.à r.l.	Payments	EU / USA — SCC + DPF	Subscription and payment processing
SendinBlue SAS (Brevo)	Transactional email	EU (France)	System emails (confirmations, password reset, notices)
Meta Platforms Ireland Ltd.	WhatsApp Business API	EU / USA — SCC + DPF	WhatsApp message delivery and reception
Anthropic PBC	Artificial intelligence model (Claude)	USA — SCC	AI response processing on paid plans
Cloudflare, Inc.	CDN, security and DDoS protection	USA — SCC + DPF	Traffic distribution and service protection
Railway Corp.	Hosting and infrastructure	EU (Amsterdam)	Hosting of the service backend and database
iubenda srl	Consent and legal document management	EU (Italy)	Privacy Policy, cookie banner, consent log

SCC = Standard Contractual Clauses adopted by the European Commission (Decision 2021/914). DPF = EU-US Data Privacy Framework, where applicable. Each sub-processor is bound by data processing agreements imposing obligations equivalent to those set out in this DPA.

7. International transfers

Where processing involves the transfer of Personal Data outside the European Economic Area, Virexo ensures the adoption of appropriate safeguards under Chapter V GDPR, including the Standard Contractual Clauses adopted by the European Commission with Decision 2021/914 and, where applicable, the sub-processor's adherence to the EU-US Data Privacy Framework.

8. Data retention

Personal Data is processed for the duration of the contract between the Controller and Virexo. The content of WhatsApp conversations is retained for a maximum of **90 days**, after which older messages are automatically deleted. Upon termination of the contract, the account and the associated Personal Data are deleted within **60 days**, subject to retention obligations imposed by law (e.g. invoicing and tax obligations). The Controller may request earlier deletion of their data at any time.

9. Security measures (Art. 32 GDPR)

Virexo implements technical and organisational measures appropriate to the risk, including:

- encryption of data in transit using TLS 1.2 or higher;
- authentication via individual credentials and short-lived JWT tokens; passwords are stored as hashes;
- role-based access control (operators, administrators);
- logical data segregation per account, with unique identifiers per customer;
- backups managed by the cloud infrastructure (Railway) and geographic redundancy within the provider's limits;
- access and operational logs on the infrastructure;
- EU-based execution environment (Railway, Amsterdam) for backend and database, with CDN in front-end (Cloudflare);
- internal procedures for managing and notifying personal data breaches.

10. Audits and inspections

Upon the Controller's written request and with reasonable notice (not less than 30 days), Virexo will make available the information necessary to demonstrate compliance with Article 28 GDPR. On-site inspections are not permitted unless required by law or justified by reasonable necessity, and shall be conducted in a manner that does not disrupt Virexo's operations, at the Controller's expense, and subject to appropriate confidentiality safeguards.

11. Personal data breaches

In the event of a Personal Data breach, Virexo will notify the Controller without undue delay after becoming aware of it, providing the information needed for the Controller to comply with Articles 33 and 34 GDPR, to the extent of the available information.

12. Data subject rights

Requests by data subjects relating to the exercise of their rights under Articles 15-22 GDPR fall within the Controller's responsibility. Virexo will assist the Controller, where possible and taking into account the nature of the processing, in responding to such requests. Any requests received directly by Virexo will be promptly forwarded to the Controller.

13. Changes to the DPA

Virexo may update this DPA to reflect regulatory or organisational changes. Material changes will be communicated to the Controller with reasonable notice. Continued use of the service after the changes take effect constitutes acceptance of the updated DPA.

14. Governing law and jurisdiction

This DPA is governed by Italian law. The courts of Rome shall have exclusive jurisdiction over any dispute, without prejudice to mandatory consumer protection rules, where applicable.

15. Contact

For any question relating to this DPA: **UNTWORK SRLS** — Via Acherusio 83/b, 00199 Rome (RM), Italy — email: support@virexo.chat

Acceptance of Virexo's Terms and Conditions constitutes execution of this DPA. Where separate signature is required (customers with specific compliance needs), the Controller may write to support@virexo.chat to receive the countersigned document.