

Data Processing Agreement (DPA)

IE Kasumov T. E.

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This **Data Processing Agreement (“Agreement” or “DPA”)** forms part of the Terms of Service and governs the processing of personal data by **IE Kasumov T. E. (LeadVertex)** (“Processor”, “we”, “us”) on behalf of its business clients (“Controller”, “you”) in accordance with **Article 28 of the General Data Protection Regulation (EU) 2016/679 (“GDPR”)**.

1. Parties

Controller: The client entity that has entered into a contract with LeadVertex for the use of its CRM platform.

Processor: **IE Kasumov T. E.**, trading as **LeadVertex**, registered in Russia.

Contact: support@leadvertex.ru

2. Subject Matter and Duration

The Processor will process personal data only for the purpose of providing CRM, telephony, logistics-integration and related SaaS services to the Controller under the Terms of Service.

Processing continues for as long as the Controller maintains an active LeadVertex account. Upon termination, data will be deleted or returned as set out in Section 11.

3. Nature and Purpose of Processing

Processing operations include collection, recording, organisation, storage, transmission, and deletion of data within the CRM platform, solely for:

- customer-relationship and lead management;
- call processing and communication;

- fulfilment and shipment tracking;
- analytics and reporting;
- platform security and maintenance.

4. Types of Personal Data and Data Subjects

Data Subjects End-customers, leads, operators, employees of the Controller.

Personal Data Names, emails, phone numbers, addresses, order details, call/audio records, messages, IP addresses, and technical identifiers.

The Processor does **not** determine the categories or retention period of data — these are defined by the Controller.

5. Processor Obligations

The Processor will:

1. Process data only on documented instructions from the Controller;
2. Ensure that authorised personnel are bound by confidentiality;
3. Implement appropriate technical and organisational measures (Art. 32 GDPR);
4. Assist the Controller in fulfilling obligations under Articles 32–36 GDPR;
5. Notify the Controller **without undue delay (and at the latest within 72 hours)** after becoming aware of a personal-data breach;
6. Maintain records of processing activities;
7. Provide evidence of compliance upon reasonable request in a secure and confidential manner.

6. Controller Obligations

The Controller is responsible for ensuring that the collection and processing of personal data within LeadVertex comply with applicable law, including obtaining valid consents from data subjects and providing accurate information.

7. Sub-processors

The Controller authorises the Processor to engage sub-processors necessary to deliver the service, including but not limited to:

- **Hosting:** Fornex (Germany)
- **Telephony providers**
- **Logistics and fulfilment integrations**

The Processor will:

- enter written agreements imposing equivalent data-protection obligations on all sub-processors;
- inform the Controller of any intended changes and provide an opportunity to object.

8. Security of Processing

LeadVertex maintains administrative, technical, and physical safeguards, including but not limited to:

- encryption in transit and at rest;
- strict access control and authentication;
- system monitoring and logging;
- regular vulnerability assessments and backups;
- employee confidentiality and training.

A summary of these measures can be provided upon written request.

9. International Data Transfers

Primary hosting takes place in Germany (Fornex).

If personal data are accessed or processed from outside the EEA — for example, for technical support, maintenance, or other operational purposes — such transfers rely on the **Standard Contractual Clauses (EU 2021/914, Module Two)** adopted by the **European Commission**, together with any **supplementary safeguards** required by the **European Data Protection Board (EDPB)** to ensure an adequate level of protection.

10. Audit Rights

Upon reasonable notice, the Controller may request information necessary to demonstrate compliance with this DPA.

On-site audits are permitted once per year, during regular business hours, under confidentiality obligations and at the Controller's expense.

11. Return or Deletion of Data

Within **30 days after termination** of the Controller's account, the Processor will delete or return all personal data, unless applicable law requires longer retention.

Backups will be purged within an additional 30 days.

12. Liability

Each party is liable for damages arising from its own breach of this Agreement or applicable data-protection laws.

The Processor's liability is limited to direct damages proven to result from its failure to comply with GDPR obligations.

13. Governing Law and Jurisdiction

This Agreement will be governed by the laws of **Germany**, without regard to conflict-of-law rules.

Any disputes will be subject to the exclusive jurisdiction of the competent courts in **Berlin, Germany**.

14. Order of Precedence

In the event of a conflict between this DPA and the Terms of Service, this DPA will prevail with respect to data-protection matters.

15. Contact Information

IE Kasumov T. E. (LeadVertex)

Email: support@leadvertex.ru

Website: <https://leadvertex.ru/en>

Annex I – Details of Processing

Field	Description
Purpose	CRM, telephony, logistics automation.
Data Subjects	Clients' customers, employees, operators.
Personal Data Types	Contact details, communication records, order information, metadata.
Retention	Active subscription + 30 days after termination.

Annex II – Sub-processors

Provider	Location	Service
Fornex	Germany	Cloud hosting
Telephony partners	EU / EEA / UK	Call routing
Logistics providers	EU / EEA / Worldwide	Shipment tracking

Annex III – Security Measures

Summary of implemented controls:

- HTTPS / TLS encryption
- Encrypted storage
- 2-factor authentication
- Role-based access control
- Regular backups and patching
- Employee training and confidentiality agreements