

Data Processing Agreement (DPA)

Last updated: June 2026

This Data Processing Agreement ("DPA") forms part of the Terms of Service between:

Customer ("Controller")

and

Oleksii Husarov (NIE Z1908705D)

Calle Norte 3, P01

Torre de la Horadada, Alicante, Spain

support@syntezcrm.com

operating as **SyntezCRM** ("Processor").

This DPA applies whenever the Customer uploads, stores, manages, or otherwise processes Personal Data through SyntezCRM.

1. Purpose

The purpose of this DPA is to define the obligations of the parties regarding the processing of Personal Data under Regulation (EU) 2016/679 (GDPR).

2. Definitions

The terms "Personal Data", "Processing", "Controller", "Processor", "Data Subject", "Supervisory Authority", and "Personal Data Breach" shall have the meanings given in the GDPR.

3. Roles of the Parties

For Personal Data processed through the Service:

- The Customer acts as the Data Controller.
- SyntezCRM acts as the Data Processor.

The Customer determines the purposes and means of processing.

SyntezCRM processes Personal Data solely on behalf of the Customer.

4. Subject Matter of Processing

SynteCRM provides CRM and business workflow management services.

Processing activities may include:

- Storage of customer records
 - Contact management
 - Lead and deal management
 - Task management
 - Product management
 - Service management
 - Warehouse management
 - Invoice management
 - Delivery note management
 - Communication management
 - Email integrations
 - Messaging integrations
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5. Categories of Personal Data

Depending on how the Customer uses the Service, Personal Data may include:

- Names
- Email addresses
- Phone numbers
- Business information
- Customer notes
- Communication records
- Invoice information
- Delivery information

The Customer is solely responsible for determining which Personal Data is processed.

6. Categories of Data Subjects

Data Subjects may include:

- Customers
 - Prospects
 - Leads
 - Suppliers
 - Employees
 - Contractors
 - Other individuals whose information is entered into the Service by the Customer
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7. Processor Obligations

SynteCRM shall:

- Process Personal Data only on documented instructions from the Customer
 - Ensure confidentiality of authorized personnel
 - Implement appropriate technical and organizational security measures
 - Assist the Customer in fulfilling GDPR obligations where reasonably possible
 - Notify the Customer of Personal Data Breaches without undue delay
 - Delete or return Personal Data upon termination of the Service as described in this DPA
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8. Security Measures

SynteCRM implements measures including:

- Encrypted communications using TLS
- Access controls
- Authentication mechanisms
- Security monitoring
- Regular software updates
- Infrastructure security controls
- Backup procedures

Security measures may be updated from time to time to reflect industry standards.

9. Subprocessors

The Customer authorizes SynteCRM to engage subprocessors as necessary to operate the Service.

Subprocessors may include:

- Hosting providers
- Infrastructure providers
- Email providers
- Backup providers
- Cloud service providers

SynteCRM remains responsible for ensuring that subprocessors provide an appropriate level of protection.

10. International Transfers

Personal Data is primarily stored within the European Union.

Where transfers outside the EEA occur, SyntezCRM shall implement appropriate safeguards as required by GDPR.

11. Data Subject Requests

To the extent reasonably possible, SyntezCRM shall assist the Customer in responding to requests from Data Subjects concerning:

- Access
- Correction
- Deletion
- Restriction
- Objection
- Portability

The Customer remains responsible for responding to such requests.

12. Personal Data Breaches

In the event of a confirmed Personal Data Breach affecting Customer data, SyntezCRM shall:

- Investigate the incident
 - Take reasonable mitigation measures
 - Notify the Customer without undue delay
 - Provide available information regarding the breach
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13. Data Retention and Deletion

Upon account termination:

- Customer data may remain available for up to 30 days to allow recovery requests.
- Backup copies may remain for up to 90 days.
- Following the retention period, Personal Data will be permanently deleted or anonymized.

Legal obligations may require certain records to be retained for longer periods.

14. Audit Rights

The Customer may request reasonable information regarding SyntezCRM's data protection measures.

To protect confidential information and the security of other customers, on-site audits may be limited or replaced by documentation, reports, or questionnaires.

15. Liability

Each party remains responsible for its own compliance with GDPR and applicable data protection laws.

Liability under this DPA shall be subject to the limitations set forth in the Terms of Service.

16. Term

This DPA remains in effect for as long as SyntezCRM processes Personal Data on behalf of the Customer.

17. Governing Law

This DPA shall be governed by the laws of Spain.

Any disputes arising from this DPA shall be subject to the jurisdiction of the competent courts of Spain.

18. Contact

Questions regarding this DPA may be directed to:

support@syntezcrm.com

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