Data Processing Agreement (DPA)

Effective Date: 3rd May 2025
Company: AI Property Portal LTD
Email: support@propertyportal.ai

This Data Processing Agreement ("Agreement") forms part of the terms and conditions for the use of PropertyPortal.ai, provided by AI Property Portal LTD ("Processor"). It governs the processing of personal data submitted by or on behalf of the customer ("Controller") when using the platform and ensures compliance with applicable data protection laws, including the UK GDPR.

1. Definitions

- **Personal Data**: Any information relating to an identified or identifiable natural person.
- **Processing**: Any operation performed on personal data, such as collection, use, storage, or deletion.
- **Controller**: The party that determines the purpose and means of processing personal data.
- **Processor**: The party that processes personal data on behalf of the Controller.
- **Sub-processor**: Any third party appointed by the Processor to process personal data.

2. Subject Matter and Duration

This Agreement governs the Processor's handling of Personal Data submitted to the PropertyPortal.ai platform and remains in effect for as long as the Controller uses the platform or until all data is deleted in accordance with this Agreement.

3. Nature and Purpose of Processing

The Processor shall process Personal Data solely for the following purposes:

- Providing access to the PropertyPortal.ai platform
- Performing AI-driven property analysis and reporting
- Storing user-generated data and feedback
- Providing support and maintaining platform functionality
- Improving the system through anonymized or aggregated data

No processing shall take place outside these purposes unless explicitly instructed in writing by the Controller.

4. Obligations of the Processor

The Processor agrees to:

- Process personal data only on documented instructions from the Controller
- Maintain confidentiality and require all personnel handling personal data to do the same
- Implement appropriate technical and organisational security measures (e.g., encryption, access controls)
- Assist the Controller in responding to data subject rights requests
- Notify the Controller without undue delay of any personal data breach
- Delete or return all personal data at the end of the service, unless retention is required by law

5. Sub-processing

The Controller agrees that the Processor may use sub-processors to fulfil its obligations. A list of approved sub-processors is available upon request. The Processor shall ensure sub-processors are bound by data protection obligations no less protective than those in this Agreement.

6. International Transfers

Any transfer of personal data outside the UK or EEA shall be subject to appropriate safeguards, such as Standard Contractual Clauses or an adequacy decision, to ensure compliance with applicable laws.

7. Controller Obligations

The Controller warrants that:

- It has obtained all necessary consents and legal bases for processing personal data
- It will not use the platform to collect or store special category data unless lawful to do so
- It will comply with applicable data protection laws in its own use of the platform

8. Security

The Processor uses industry-standard technical and organisational security measures to protect personal data. This includes but is not limited to:

- HTTPS encryption
- Role-based access control
- Regular backups and data integrity checks
- Secure hosting environments

9. Data Subject Rights

The Processor will assist the Controller with requests from individuals exercising their rights under data protection law, including:

- Access, correction, or deletion of personal data
- Restriction or objection to processing
- Data portability

Requests received directly by the Processor will be forwarded to the Controller unless otherwise required by law.

10. Liability and Indemnity

To the fullest extent permitted by law:

- The Processor shall not be liable for any indirect, incidental, or consequential damages arising from this Agreement
- The Controller agrees to indemnify the Processor against any claims arising from unlawful or unauthorised use of personal data under its control

11. Termination and Data Deletion

Upon termination of the services:

- Personal data shall be securely deleted from all systems within 30 days, unless otherwise required by law
- Backups containing personal data shall be purged according to retention schedules

12. Changes to This Agreement

AI Property Portal LTD reserves the right to update this Data Processing Agreement. Notice will be provided via email or in-app notifications. Continued use of the platform constitutes acceptance of the revised Agreement.