

Data Processing Addendum (B2B)

****Version:**** 2026-05-10

****Status:**** B2B template for countersignature. Request an executed copy at support@purebox.ai.

This Data Processing Addendum ("DPA") supplements the PureBox Terms of Service (the "Agreement") between ****Shaked Ilan****, sole proprietor doing business as PureBox ("PureBox", "Processor"), and the business customer identified in the Agreement ("Customer", "Controller"). If there is a conflict between this DPA and the Agreement regarding processing of Personal Data, this DPA controls.

This DPA is for business-to-business processing only. Consumer/individual use is governed by the Privacy Policy and Terms of Service.

1. Definitions

Terms used but not defined in this DPA have the meaning given in GDPR, UK GDPR, and the Swiss Federal Act on Data Protection (where applicable), including Personal Data, Controller, Processor, Data Subject, Processing, and Subprocessor.

2. Subject matter and duration

Processor processes Personal Data on behalf of Customer to provide the PureBox service under the Agreement. Processing continues for the term of the Agreement and any limited post-termination period required for return/deletion and legal retention obligations.

3. Nature and purpose of processing

PureBox supports inbox-cleanup workflows for Gmail and Google Workspace mailboxes, including analysis, classification, and user-approved actions via Google APIs.

4. Categories of Data Subjects and Personal Data

- ****Data Subjects:**** Customer personnel/users and third parties communicating with those users.
- ****Personal Data:**** Email addresses, names, message metadata, selected message content needed for service features, account identifiers, billing contact data, and authentication/security metadata.

5. Processor obligations

Processor will:

1. Process Personal Data only on documented instructions from Customer (including service configuration and user actions), unless otherwise required by law.
2. Ensure confidentiality obligations apply to authorized persons processing Personal Data.
3. Implement appropriate technical and organizational measures under GDPR Article 32.
4. Assist Customer with data subject rights requests and regulatory obligations as required by GDPR Article 28.
5. Notify Customer without undue delay after becoming aware of a personal data breach affecting Customer Personal Data.
6. Make information available to demonstrate Article 28 compliance and support audits on reasonable notice.

6. Subprocessors

Customer provides general authorization for Processor to engage subprocessors. The current subprocessor list is maintained at [**https://purebox.ai/subprocessors**](https://purebox.ai/subprocessors) (single source of truth). Processor will provide notice of material subprocessor changes and a reasonable opportunity to object where required by law.

7. International transfers

Where Customer Personal Data is transferred outside the EEA/UK/Switzerland without an adequacy decision:

- the **EU Standard Contractual Clauses** (Commission Implementing Decision (EU) 2021/914), **Module Two (Controller-to-Processor)**, are incorporated by reference;
- the **UK International Data Transfer Addendum (IDTA)** is incorporated for UK transfers; and
- the **Swiss addendum** is incorporated for Swiss transfers.

8. Article 27 representatives (as designated)

- **EU GDPR Article 27 Representative:** Shaked Ilan, 1985 Del amo blvd, #c0050, Torrance, california (CA) 90501
- **UK GDPR Article 27 Representative:** Shaked Ilan, 1985 Del amo blvd, #c0050, Torrance, california (CA) 90501

9. Return and deletion

Upon termination, Processor will delete or return Customer Personal Data at Customer's choice, unless retention is required by law.

10. Liability

Liability under this DPA is subject to the liability framework and limits in the Agreement.

11. Contact

Data protection requests and countersignature requests: support@purebox.ai

This DPA template is provided for B2B review and signature workflow.