

Data Processing Agreement (DPA)

Annex to the Navi Terms of Sale — Article 28 GDPR

PROCESSOR

Alexis Raitano

Sole proprietor (Entrepreneur individuel — French sole-proprietorship status)

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DATA CONTROLLER (CUSTOMER)

Company name:

SIREN / Registration number:

Address:

Contact email:

This annex constitutes the **Data Processing Agreement** within the meaning of article 28 of the General Data Protection Regulation (GDPR). It forms an integral part of the Navi Terms of Sale available at <https://navi.myffu.fr/en/legal/cgv>. **The Customer's acceptance of the Terms of Sale constitutes acceptance of this annex.**

A.1 Purpose

This annex defines the conditions under which Navi (**Processor**) processes personal data on behalf of the Customer (**Data Controller**) in the context of providing the Service.

A.2 Description of the processing

Item	Detail
Nature and purpose	Provision of the Navi Service: conversational assistance to visitors of the Customer's store, including product advice, order tracking, customer support, cart preparation, and returns handling.
Duration of processing	For the duration of the contract, plus a 30-day reversibility period after termination, then deletion from active systems. Technical backups are purged at most 90 days after termination.
Categories of data subjects	Visitors of the Customer's store interacting with the assistant; representatives and users of the Customer accessing the dashboard.
Categories of data processed	Content of conversations exchanged with the assistant; visitors' email addresses (when entered for OTP authentication); technical session identifiers; Shopify identifiers (order number, customer_id); data on consulted orders in read mode; data on carts created via the assistant; return requests submitted via the assistant; Customer's login credentials (email, hashed password).
Sensitive data	No sensitive data within the meaning of article 9 GDPR is processed.

A.3 Processor obligations

Navi commits to:

- process data only on the Customer's documented instructions (these instructions being constituted by the Terms of Sale, the configuration parameters chosen by the Customer in their dashboard, and any additional written instructions);
- ensure that persons authorized to process the data are subject to a confidentiality obligation;
- take all appropriate technical and organizational measures to ensure the security of the processing (see A.5);
- comply with the conditions for using subprocessors (see A.4);
- assist the Customer in responding to data-subject requests (right of access, rectification, erasure, etc.);
- assist the Customer in complying with their own obligations (breach notifications, impact assessments where required);
- notify the Customer without undue delay, and no later than 72 hours after becoming aware of it, in case of a personal data breach;
- make available to the Customer any information necessary to demonstrate compliance with GDPR obligations;
- delete or return the data at the end of the contract under the conditions provided in article 8 of the Terms of Sale (Reversibility).

A.4 Subprocessors

Navi is authorized to use the following subprocessors for the provision of the Service:

Subprocessor	Role	Location	Legal basis
Vercel Inc.	Marketing site hosting (navi.myffu.fr)	United States	European Commission Standard Contractual Clauses (SCCs)
Railway Corp.	Navi infrastructure hosting (widget, automations, vector store)	United States	European Commission Standard Contractual Clauses (SCCs)
Supabase Inc.	Database, authentication, and application storage	European Union (EU region)	EU-based hosting
Anthropic PBC	Claude language model provider (response generation)	United States	European Commission Standard Contractual Clauses (SCCs)
Resend, Inc.	Transactional email delivery (notifications, OTP)	United States	European Commission Standard Contractual Clauses (SCCs)
Shopify International Limited	Read access to the client's catalog, orders, and store data (Shopify integration)	Ireland (European Union)	EU-based hosting
			EU-based hosting

Stripe Payments Europe Limited	Payment processing (subscriptions and billing)	Ireland (European Union)
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Any change to this list (addition, change of location) will be notified in writing to the Customer in advance, with reasonable notice (at least 30 days), allowing the Customer to object for reasonable cause and, where applicable, to terminate the contract at no cost if the objection is justified and no alternative solution can be found.

A.5 Technical and organizational security measures

- encryption of data in transit (TLS 1.2+);
- encryption of data at rest for databases and backups;
- administrator passwords hashed via bcrypt (rounds 10);
- strict per-tenant data isolation (multi-tenant isolation via shop_domain, Row-Level Security policy at the database level);
- role-based access control (RBAC) with the principle of least privilege;
- logging of access and sensitive operations, retained for 12 months;
- strong authentication recommended for administrator accounts;
- automated backups and tested restoration procedures;
- strict separation of environments (production / staging / development);
- continuous vulnerability management and security monitoring;
- no customer data is used to train AI models.

A.6 Customer rights (audit)

The Customer has the right to information and control over the processing carried out by Navi. The Customer may:

- request any evidence relating to the security measures implemented (questionnaire, attestations, SOC 2 or ISO 27001 audit reports where available);
- request the communication of any document allowing the Processor's obligations to be demonstrated.

Given the SaaS nature of the Service, on-site (physical) audits are not performed by default. They may be conducted by an independent third party, at the Customer's expense, with reasonable advance notice (at least 30 days), and under conditions that do not affect the security or availability of the Service.

A.7 Transfers outside the European Union

Transfers of personal data to subprocessors located outside the European Union are governed by the **Standard Contractual Clauses (SCCs)** adopted by the European Commission, and where applicable by the *Data Privacy Framework* for certified subprocessors.

A.8 End of processing

Upon termination of the contract, in accordance with article 8 of the Terms of Sale (Reversibility):

- the Customer has 30 days to request an export of their data (JSON or CSV format);

- upon expiry of that period, or immediately upon the Customer's written request, Navi deletes the data from active systems within a maximum of 30 days;
- technical backups are purged according to the backup rotation schedule (at most 90 days after termination).

A.9 Order of precedence

In case of contradiction between these provisions (DPA Annex) and the body of the Terms of Sale, **these provisions prevail for matters of personal data protection**. For any other matter, the Terms of Sale prevail.

Signature of the parties

FOR THE PROCESSOR

Alexis Raitano

Sole proprietor, publication director

Date:

Signature:

FOR THE DATA CONTROLLER (CUSTOMER)

Name and title:

Date:

Signature: