



ASK ARTHUR

Data Processing Agreement

Template terms for B2B and enterprise customers

DRAFT · SAMPLE ONLY

Subject to review by qualified Australian legal counsel before execution. This sample is provided for vendor due-diligence review and is not a binding offer of contract terms.

April 2026

Version 1.0

Preamble

This Data Processing Agreement ("**DPA**") forms part of the agreement between the customer ("**Customer**" or "**Controller**") Ltd ABN 72 695 772 313 trading as Ask Arthur ("**Ask Arthur**" or "**Processor**") for the provision of the Ask Arthur scam-dete "**Service**").

This is a template. To execute, complete the variables in Schedule A and return a signed copy to brendan@askarthur.au. Ask sign and return within 5 business days. Where this template conflicts with a customer-specific DPA negotiated and counter-parties, the customer-specific DPA prevails.

1. Definitions

Personal Information	Has the meaning given in section 6 of the Privacy Act 1988 (Cth), and includes defined in Article 4 of the EU General Data Protection Regulation (" GDPR ") wh applies.
Customer Data	Any Personal Information processed by Ask Arthur on the Customer's behalf i Service.
Sub-Processor	Any third party engaged by Ask Arthur to process Customer Data, listed at asl
Eligible Data Breach	Has the meaning given in Part IIIIC of the Privacy Act 1988 (Cth) and equivalen data breach") under Article 4(12) GDPR where applicable.

2. Roles & Scope

The Customer is the Controller and Ask Arthur is the Processor in respect of Customer Data. Each party is independently responsible for compliance with applicable privacy laws, including (without limitation) the Privacy Act 1988 (Cth) and the Australian Privacy Act 2000 (Cth) where the Customer or Customer Data is in scope, and the UK Data Protection Act 2018.

2.1 Subject matter and duration

Ask Arthur processes Customer Data for the purpose of providing the Service for the duration of the underlying agreement and any additional retention periods set out in clause 9.

2.2 Categories of data subjects and Personal Information

The categories of data subjects and Personal Information are set out in Schedule A.

3. Processor Obligations

Ask Arthur will:

- process Customer Data only on the documented instructions of the Customer, including as set out in the underlying agreement and the Service's configuration options;
- maintain the technical and organisational measures described in Schedule B;
- ensure that personnel authorised to access Customer Data are bound by appropriate confidentiality obligations;
- notify the Customer without undue delay, and in any event within 72 hours, after becoming aware of an Eligible Data Breach involving Customer Data;
- provide reasonable assistance to the Customer in responding to data subject requests received under the Privacy Act 1988 (Cth) and the Australian Privacy Act 2000 (Cth) Articles 12–22;
- at the Customer's choice, return or delete Customer Data on termination of the Service in accordance with clause 9;
- make available, on request, the information necessary to demonstrate compliance with this DPA, including the security of the Service and recent third-party assessments under NDA.

4. Sub-Processors

The Customer authorises Ask Arthur to engage the Sub-Processors listed at askarthur.au/trust (the "**Sub-Processor List**") described.

Ask Arthur will give the Customer at least 30 days' notice before engaging any new Sub-Processor with access to Customer Data given by updating the Sub-Processor List and, where the Customer has subscribed, sending an email to the Customer's designated contact.

The Customer may object to a new Sub-Processor on reasonable grounds within the notice period. If the parties cannot agree, the Customer's sole remedy is to terminate the affected portion of the Service for convenience.

5. International Transfers

Customer Data is processed primarily in Australia (Sydney). Where transfer to a Sub-Processor outside Australia is necessary, Ask Arthur ensures equivalent protection through one or more of:

- contractual safeguards with the Sub-Processor that obligate it to comply with the Australian Privacy Principles;
- where applicable, the European Commission Standard Contractual Clauses or the UK International Data Transfer Addendum;
- independent certifications held by the Sub-Processor (e.g. SOC 2, ISO 27001).

The current location of each Sub-Processor is published in the Sub-Processor List.

6. Security

Ask Arthur implements and maintains the technical and organisational measures set out in Schedule B, which the parties agree are appropriate to the nature, scope, context and purposes of the processing and the risk to Customer Data. Ask Arthur reviews these measures least annually and updates them to reflect material changes in risk.

7. Data Subject Rights

Where a data subject contacts Ask Arthur directly, Ask Arthur will redirect the request to the Customer without responding to the request, unless legally required to do otherwise. The Customer may use the self-service endpoints published in the Service to make access and erasure requests for individuals whose accounts the Customer administers.

8. Audit

Ask Arthur will provide, on reasonable written request and not more than once in any 12-month period (or more frequently if requested by a regulator or following an Eligible Data Breach):

- the most recent Security Overview document and any third-party assessment reports it then holds;
- responses to a reasonable security questionnaire (e.g. SIG Lite, CAIQ) under NDA;
- where the foregoing is insufficient and the Customer is a regulated entity with an enforceable audit obligation, an on-site audit of the Customer's systems, at the Customer's expense, conducted on at least 30 days' written notice and during business hours.

9. Return & Deletion

On termination of the Service, the Customer may export Customer Data via the Service's data export endpoints for a period of 30 days. After this period, Ask Arthur will delete Customer Data from live systems. Backup copies are retained for up to 7 days under point-in-time replication and then automatically expired. Aggregated, de-identified data that no longer constitutes Personal Information may be retained for the purpose of improving the Service.

10. Notification of Eligible Data Breach

Where Ask Arthur becomes aware of an Eligible Data Breach affecting Customer Data, Ask Arthur will notify the Customer and in any event within 72 hours of becoming aware. The notification will include, to the extent then known:

- the nature of the breach, including the categories and approximate number of data subjects and records concerned;
- the likely consequences of the breach;
- the measures taken or proposed to address the breach and mitigate its effects;
- the contact point for further information.

The Customer remains responsible for any notification to the Office of the Australian Information Commissioner under Part 1988 (Cth), and to supervisory authorities and data subjects where the GDPR applies, except to the extent the Customer exercises responsibility in writing.

11. General

11.1 Order of precedence

In the event of conflict between this DPA and the underlying agreement, this DPA prevails to the extent of the conflict in respect of processing of Customer Data.

11.2 Governing law

This DPA is governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

11.3 Liability

Liability under this DPA is subject to the limitations and exclusions in the underlying agreement.

11.4 Severability

If any provision of this DPA is held to be invalid or unenforceable, the remainder of the DPA continues in force.

Schedule A – Description of Processing

Subject matter	Provision of the Ask Arthur scam-detection Service.
Nature and purpose	Receiving, classifying, and returning verdicts on suspicious content submitted by users; supporting B2B integrations.
Categories of data subjects	Customer's authorised end users; Customer's administrators; individuals identified and submitted to the Service.
Categories of Personal Information	Email address; account identifier; submitted content (which may incidentally contain contact details, or financial data); IP address (hashed).
Special categories	None intended. Customer should not submit special category data; if incidentally processed for analysis and immediately discarded except for PII-scrubbed suspicious HIGH_RISK verdicts.
Frequency of processing	Continuous for the duration of the Service.
Retention	SAFE / SUSPICIOUS reports archived after 90 days. HIGH_RISK reports archived. Bot queue records cleared at status transition; rows hard-deleted after 24 hours.

Schedule B – Technical & Organisational Measures

Ask Arthur implements the following measures, summarised here and described in detail in the Security Overview document askarthur.au/trust/security-overview.

Encryption at rest	AES-256 via Supabase-managed KMS
Encryption in transit	TLS 1.3; HSTS preload
Authentication	Supabase Auth with PKCE; MFA available; HttpOnly secure cookies
Authorisation	PostgreSQL Row Level Security on all multi-tenant tables
Network	No publicly addressable databases; all ingress via Vercel edge
Logging	Structured application logs, 30-day retention; cost telemetry; access audit via explorer
Vulnerability management	Dependency scanning; managed runtime auto-patching; high-severity vulnere within 7 days
Incident response	24-hour triage; 72-hour customer notification of confirmed breach
Backup & recovery	Supabase point-in-time recovery (7-day window); RPO < 1 minute; RTO < 4 hou
Personnel	Confidentiality obligations; principle of least privilege; background-check reqi engineering personnel handling production data

This document is a template for vendor due diligence. It does not become binding until counter-signed by both parties.

Signature Page

By signing below, the parties agree to be bound by this Data Processing Agreement.

FOR THE CUSTOMER

Name

Title

Entity

Signature

Date

FOR ASK ARTHUR

Name

Brendan Milton

Title

Director

Entity

Young Milton Pty Ltd · ABN 72 695 772 313

Signature

Date
