

Data SubProcessing Agreement

VERSION	EFFECTIVE DATE	SUPERSEDES
2.0	1 October 2026	Version dated 1 March 2023

This Data SubProcessing Agreement (the “DsPA”) is part of the Terms and Conditions agreed between PDFMonkey (49 rue de Ponthieu, Lot 41, 75008 Paris, France) and the User. It applies where the User is itself a Processor acting on behalf of a Controller, and PDFMonkey acts as the User’s SubProcessor.

1 Definitions

In this DsPA, the following expressions have the following meaning:

Agreement	the agreement entered into between PDFMonkey and the User defining the terms and conditions under which PDFMonkey offers its services to the User (the “Services”).
Approved Sub-Processor	a sub-processor of PDFMonkey listed in Section 5 of this DsPA.
Controller	has the meaning set out in the Data Protection Laws. For the purpose of this DsPA, the Controller is the party on whose behalf the User processes the User Data.
User	the company that subscribed to the Services provided by PDFMonkey.
User Data	the Personal Data of Data Subjects made available to PDFMonkey by the User upon instructions from the Controller, for the purpose of the provision of the Services to the User and the Controller.
Data Protection Laws	the GDPR, any applicable national implementing legislation, in each case as amended, replaced or superseded from time to time, and all applicable legislation protecting the fundamental rights and freedoms of Data Subjects and their right to privacy with regard to the Processing of User Data.
Data Subject	has the meaning set out in the Data Protection Laws.
Data Subject Request	a request, notice or complaint from a Data Subject exercising their rights under the Data Protection Laws.
EEA	the European Economic Area.

GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data.
Personal Data, Personal Data Breach, Processing, Processor	have the meaning set out in the Data Protection Laws.
Security Requirements	the requirements regarding the security of Personal Data set out in the Data Protection Laws, including the measures set out in Article 32(1) of the GDPR, taking due account of the matters described in Article 32(2) of the GDPR.
Supervisory Authority	any local, national or multinational agency, department, official, parliament, public or statutory person, government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.

2 Data Processing

This DsPA forms an integral part of the Agreement. In case of contradiction between this DsPA and the Agreement, this DsPA prevails.

The User acts as a Processor and PDFMonkey acts as a SubProcessor upon instructions of the Controller, where PDFMonkey processes User Data in relation to providing the Services.

Instructions. PDFMonkey only processes User Data on documented instructions from the Controller, as communicated to PDFMonkey by the User, and on any additional documented instructions from the User that do not conflict with the instructions of the Controller.

PDFMonkey processes User Data exclusively to perform its obligations under the Agreement, in accordance with its terms, and reflecting the instructions of the Controller as communicated to PDFMonkey by the User.

The User warrants that it has imposed on PDFMonkey the same data protection obligations as those set out in the contract or other legal act under Data Protection Laws between the Controller and the User.

Unless prohibited from doing so, PDFMonkey will immediately notify the User if it is required by European Union law, or the law of a Member State, to act other than in accordance with the Agreement.

Illegal instructions. PDFMonkey will notify the User immediately, and the User will pass this information on to the Controller, if it considers, acting reasonably, that an instruction of the Controller as communicated by the User infringes the Data Protection Laws.

3 Data Security, Audits and Security Notifications

3.1 Security obligations

PDFMonkey implements and maintains technical and organisational security measures sufficient to comply with the Data Protection Laws, including:

- User Data is processed only to provide the Services. It is never sold, shared for marketing, used for analytics or profiling, or used to train AI models.
- User Data always transits over encrypted connections (HTTPS/TLS).
- Document data (payload and metadata) is stored in encrypted database columns.

- Generated files are stored in private storage and are only reachable through signed links that expire after one hour.
- The application servers, database and file storage are located in the European Union.
- Documents are deleted automatically at the end of the retention period configured by the User, or earlier on request.

Upon the User's or the Controller's reasonable request, PDFMonkey will make available all documentation necessary to demonstrate compliance with its obligations under this DsPA.

3.2 Personnel

PDFMonkey treats User Data as confidential and takes all reasonable steps to ensure the reliability and integrity of any staff with access to User Data. Each staff member is bound by appropriate contractual confidentiality undertakings.

3.3 Audits

PDFMonkey will allow inspection or audit by the User, whether or not instructed by the Controller, and its representatives, including its appointed auditors, and will provide reasonable information, assistance and co-operation, provided that (i) audits are not conducted more than once per year, unless requested by a Supervisory Authority; (ii) they take place during business hours; (iii) they cause minimal disruption to PDFMonkey's operations; and (iv) upon request, the User promptly provides PDFMonkey with a complete copy of the results.

Audit costs are borne by the User unless the audit reveals non-compliance by PDFMonkey. The User shall give at least thirty (30) days' written notice of an audit, stating its purpose, planned duration and the names of any auditors.

3.4 Personal Data Breach notification

PDFMonkey will notify the User and, where appropriate and feasible, the Controller, without undue delay after becoming aware of a Personal Data Breach affecting User Data. The notification contains at least:

- a. the nature of the breach, including where possible the categories and approximate number of Data Subjects and records concerned;
- b. a contact point where more information can be obtained;
- c. its likely consequences and the measures taken or proposed to address it, including measures to mitigate its possible adverse effects.

Where not all information is available at once, the initial notification contains the information then available, and further information is provided without undue delay as it becomes available.

PDFMonkey will take the measures necessary to restore the security of compromised User Data and provide reasonable assistance to investigate the breach and with any notification required to the Supervisory Authority and affected Data Subjects.

PDFMonkey will cooperate with and assist the User so that it can meet its obligations under the Data Protection Laws, in particular to notify the Controller so that the Controller may in turn notify the competent Supervisory Authority and the affected Data Subjects.

4 Transfers of Personal Data

Third parties. PDFMonkey will not disclose User Data to a third party unless (i) required or authorised to do so on documented instructions of the Controller, as communicated by the User, or (ii) obliged to do so by law, in which case it will use reasonable endeavours to inform the User and, where appropriate and feasible, the Controller, in advance, unless the law prohibits it.

International transfers. PDFMonkey's application servers, database and file storage are located in the EEA. Where a transfer of User Data outside the EEA is required to provide the Services, including to an Approved Sub-Processor, PDFMonkey ensures that:

- the transfer is to a country, or to a recipient certified under a framework, benefiting from an adequacy decision under Article 45 of the GDPR, such as the EU–US Data Privacy Framework; or
- the recipient otherwise provides appropriate safeguards under Articles 46 or 47 of the GDPR, such as the Standard Contractual Clauses adopted by the European Commission; or
- the transfer is necessary for the establishment, exercise or defence of legal claims, or to protect the vital interests of the Data Subject or of another natural person.

5 Approved Sub-Processors

PDFMonkey has the Controller's general authorisation to engage the Approved Sub-Processors listed below. PDFMonkey will inform the User in writing, and the User will pass this information on to the Controller, of any intended addition or replacement of a sub-processor, at least thirty (30) days before it takes effect, so that the Controller can object. PDFMonkey will provide the information necessary to exercise that right.

PDFMonkey only discloses User Data to an Approved Sub-Processor to perform the Services, and only under a contract whose data protection terms are substantially the same as those of this DsPA.

SUB-PROCESSOR	PURPOSE	LOCATION	PRIVACY TERMS
AWS Amazon Web Services EMEA SARL	File storage (S3) and document rendering (Lambda)	France (Paris)	aws.amazon.com/compliance/gdpr-center
Fly.io Fly.io, Inc.	Application servers and background workers	France (Paris)	fly.io/legal/privacy-policy
Neon Neon, LLC (Databricks)	PostgreSQL database	Germany (Frankfurt)	neon.com/dpa
Heroku Salesforce, Inc.	Job queue and real-time messaging (Redis)	Ireland	devcenter.heroku.com/articles/gdpr
Memcached Cloud Redis Ltd	Application cache	European Union	redis.io/legal/data-processing-addendum-dpa
Cloudflare Cloudflare, Inc.	DNS, TLS termination and network protection	Global edge network	cloudflare.com/cloudflare-customer-dpa
Svix Svix Inc.	Webhook delivery	European Union	svix.com/legal
Sentry Functional Software, Inc.	Error monitoring of the rendering engines	Germany (Frankfurt)	sentry.io/legal/dpa

SUB-PROCESSOR	PURPOSE	LOCATION	PRIVACY TERMS
Rollbar Rollbar, Inc.	Error monitoring of the application	United States	rollbar.com/privacy
Scout APM Zimuth, Inc.	Application performance monitoring	United States	scoutapm.com/privacy
SendGrid Twilio Inc.	Transactional email delivery	United States	twilio.com/en-us/legal/data-protection-addendum
Claude API Anthropic, PBC	AI-assisted template generation (prompts only)	United States	anthropic.com/legal/data-processing-addendum
ServaRica Rica Web Services Inc.	PDF watermarking server	Canada (Montreal)	servarica.com/terms-of-service

Sub-processors established outside the EEA receive User Data under the safeguards described in Section 4. Canada benefits from an adequacy decision of the European Commission.

6 Data Subject Rights and Access Requests

PDFMonkey will promptly notify the User, and the User will pass this information on to the Controller, of any Data Subject Request or Supervisory Authority correspondence it receives about User Data, and will:

- not respond to it unless requested to do so by the User upon the Controller's instructions;
- provide the User and the Controller with all reasonable co-operation and assistance in relation to it.

In fulfilling these obligations, PDFMonkey complies with the instructions of the Controller, as communicated by the User.

7 Data Protection Impact Assessment and Prior Consultation

Taking into account the nature of the Processing and the information available to it, PDFMonkey will use all reasonable endeavours to assist the User, on documented instructions of the Controller, to:

- comply with notification obligations towards the Supervisory Authority and Data Subjects under the Data Protection Laws;
- carry out any data protection impact assessment required by the Data Protection Laws and, where required, consult the Supervisory Authority about it.

8 Termination

Deletion of Personal Data. Except to the extent required by the Data Protection Laws or the law of a Member State of the European Union, on termination of the Agreement PDFMonkey will cease Processing User Data and will permanently and securely destroy all User Data and all copies in its possession or control.

9 Details of the Processing

Subject matter	Provision of the PDFMonkey Services, i.e. the automated generation of documents (PDF and image files) from templates and data supplied by the User.
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Duration	The Processing takes place for the duration of the Agreement. Within it: • templates are stored until the User deletes them; • data used to generate a document, and the generated file, are stored until the User deletes the document, until the retention period configured by the User expires, or until the Agreement terminates, whichever comes first.
Nature and purpose	Access, storage, extraction, consultation, use, transfer and deletion of User Data, for the sole purpose of providing the Services.
Types of Personal Data	Any Personal Data provided by the User in connection with its use of the Services.
Categories of Data Subjects	Any Data Subject whose Personal Data is submitted to the Services by the User, including but not limited to the Controller's employees, clients, prospects and service providers.

10 Notifications

All notifications, requests and decisions relating to this DsPA must be sent in writing by email to tinymonkey@pdfmonkey.io.

11 Duration

Notwithstanding Section 9, this DsPA applies for the duration of the Agreement and for as long as PDFMonkey processes Personal Data under the Agreement.

12 Governing Law and Jurisdiction

This DsPA is governed by the laws of France. Any dispute arising in connection with this DsPA that the parties cannot resolve amicably will be submitted to the exclusive jurisdiction of the courts of Paris.