

Data Processing Addendum

Article 28 GDPR / UK GDPR, APPI, CCPA-CPRA, PIPEDA and LGPD processing terms for the Quorval platform. Template for customer signature — pending external legal review.

Status of this document. This is a published template offered by Quorval for customer signature. It has not yet been reviewed by external counsel, and Quorval is a small company that says so rather than implying a legal review that did not happen. Customers should have their own counsel review it. Where a customer's own paper is required, we will negotiate in good faith.

1. Parties, scope and order of precedence

This Data Processing Addendum (DPA) forms part of the agreement between CreativePrinTech LLC, trading as Quorval (**Processor**), and the customer organization subscribing to the Quorval platform (**Controller**). It governs Processor's processing of personal data contained in Controller content. Where this DPA conflicts with the main subscription terms on a data protection matter, this DPA prevails.

This DPA is intended to satisfy Article 28 GDPR (EU) and the UK GDPR, Articles 25 and 28 of Japan's APPI in respect of entrusted personal information and cross-border transfer, the service provider obligations of the CCPA/CPRA, and equivalent provisions of PIPEDA and the LGPD.

2. Subject matter, duration, nature and purpose

Element	Description
Subject matter	Provision of the Quorval SaaS workspace for business analysis, project delivery, meeting capture and AI-assisted artifact generation.
Duration	For the term of the subscription, plus the deletion window in section 9.
Nature and purpose	Hosting, storage, retrieval, structuring, transmission, transcription (when enabled) and AI-assisted drafting, in each case only on Controller instructions.
Categories of data subject	Controller personnel, project stakeholders, external assignees and guests, meeting participants.
Categories of personal data	Name, business email, organizational role, authentication metadata, IP address and user agent in audit logs, meeting audio/video and transcripts where enabled, and any personal data Controller chooses to place in project content.
Special categories	Not requested and not required by the service. Quorval is not designed for, and Controller should not upload, health, biometric, financial account or government identifier data.

Honest limitation. Quorval offers no BAA and is not a HIPAA business associate. It has no PCI-DSS scope of its own (card data goes directly to Stripe) and is not built for GxP-validated or classified workloads. If your data falls in those categories, this DPA does not make Quorval a suitable venue for it.

3. Processor obligations

- Process personal data only on Controller's documented instructions, including on international transfers, unless required otherwise by law — in which case Processor will inform Controller unless legally prohibited.
- Ensure personnel authorised to process personal data are bound by confidentiality.
- Implement the technical and organisational measures described in the Security Addendum published alongside this DPA.
- Assist Controller, taking into account the nature of processing, with data subject requests, DPIAs and prior consultations.
- Make available the information necessary to demonstrate compliance, and allow for audits as set out in section 8.
- Notify Controller without undue delay, and in any event within 48 hours of confirming a personal data breach affecting Controller data (section 7).

4. Controller obligations

- Establish and maintain a lawful basis for the personal data it places in the workspace, and provide notice to its own personnel and stakeholders.
- Obtain any consent or notification required before starting a recording bot in a meeting. Quorval displays a bot participant but does not obtain consent on Controller's behalf.
- Configure roles, membership and external sharing links appropriately, and revoke access when it is no longer required.
- Refrain from uploading categories of data excluded in section 2.

5. Sub-processors

Controller grants general authorisation for the sub-processors listed in the Quorval Sub-processor List, published at quorval.com/trust. Processor will give at least 30 days' notice before adding or replacing a sub-processor that processes Controller personal data. Controller may object on reasonable data protection grounds within that period; if the objection cannot be resolved, Controller may terminate the affected service without penalty for the unused prepaid term. Processor remains liable for its sub-processors' performance of these obligations.

6. International transfers

Quorval's default hosting region is the United States. Where Controller is established in the EEA, the UK, or Switzerland, the parties incorporate the EU Standard Contractual Clauses (Commission Implementing Decision (EU) 2021/914), Module Two (controller to processor), with the UK International Data Transfer Addendum where applicable. For Japan, Processor supplies the information required for Controller's APPI Article 28 disclosure and consent, namely the destination country, the recipient's protective measures and the sub-processor list. Transfer impact assessment inputs are provided on request.

Honest limitation. Quorval runs on shared managed infrastructure and cannot guarantee that personal data remains inside a single named jurisdiction. Data residency selection and dedicated instances are on the roadmap and are not available today.

7. Personal data breach

Processor will notify Controller's designated security contact without undue delay and within 48 hours of confirming a breach affecting Controller personal data, with the nature of the breach, categories and approximate volume of records, likely consequences, measures taken, and a contact point. Updates follow at least every 72 hours until closure. Processor will not make a public statement identifying Controller without prior consultation, except where legally required.

8. Audit rights

Processor will respond to a reasonable security questionnaire once per twelve-month period and will supply its published self-assessments, control register extracts, tenant isolation probe results and AI evaluation results. An on-site or third-party audit may be requested once per twelve-month period on 30 days' notice, at Controller's cost, subject to confidentiality and to no access being granted to other customers' data.

Honest limitation. Quorval holds no SOC 2 report or ISO certificate and has not commissioned an independent penetration test. There is therefore no third-party attestation to substitute for an audit, and we will not present self-assessment as one.

9. Deletion and return

On termination, Controller may export its data through the in-product export functions during a 30-day window. After that window, Processor deletes Controller personal data from production systems within 30 days. Encrypted backups roll off on the provider's retention cycle, currently up to 35 days, after which deletion is complete. Immutable audit and e-signature evidence required for legal defensibility may be retained for the period stated in the Security Addendum and is not used for any other purpose.

10. AI and machine learning commitments

- Controller personal data is not used to train, fine-tune or improve any foundation model, whether third-party or Quorval-owned. Quorval operates no foundation model of its own.
- Model inference requests carry only the context needed for the specific request, scoped to the Controller's own tenant.
- Model provider calls are made on paid API tiers whose terms exclude training on inputs and outputs.
- Controller remains responsible for reviewing AI-generated artifacts before relying on them; Quorval makes no accuracy warranty for model output.

11. Liability and governing law

Liability under this DPA is subject to the limitations in the main subscription agreement. Governing law and venue follow the main agreement, except where mandatory data protection law requires otherwise.

12. Contact

Privacy and DPA requests: privacy@quorval.com · Security contact: security@quorval.com · CreativePrinTech LLC (dba Quorval).