

DATA PROCESSING AGREEMENT

Instant Art Kit

Last Updated: January 19, 2026

This Data Processing Agreement ("DPA") forms part of the Terms of Service between Instant Art Kit and the Merchant ("Agreement"). By using our service, merchants processing personal data of EU/EEA, UK, or Swiss individuals agree to be bound by this DPA.

1. DEFINITIONS

In this Data Processing Agreement:

- **"Agreement"** means the Terms of Service between Instant Art Kit and the Merchant.
 - **"Controller"** means the Merchant, who determines the purposes and means of Processing Personal Data.
 - **"Data Protection Laws"** means all applicable laws relating to data protection and privacy, including GDPR, UK GDPR, and the Swiss Federal Act on Data Protection.
 - **"Data Subject"** means an identified or identifiable natural person whose Personal Data is Processed.
 - **"GDPR"** means Regulation (EU) 2016/679 (General Data Protection Regulation).
 - **"Instant Art Kit," "we," "us," or "our"** means the provider of the Instant Art Kit service.
 - **"Merchant," "you," or "your"** means the Shopify store owner who uses the Instant Art Kit service.
 - **"Personal Data"** means any information relating to an identified or identifiable natural person that is Processed by Instant Art Kit on behalf of the Merchant.
 - **"Processing"** means any operation performed on Personal Data, such as collection, recording, storage, retrieval, use, disclosure, or deletion.
 - **"Processor"** means Instant Art Kit, who Processes Personal Data on behalf of the Controller.
 - **"Services"** means the diamond painting preview generation and management services provided by Instant Art Kit.
 - **"Sub-processor"** means any third party engaged by Instant Art Kit to Process Personal Data on behalf of the Merchant.
 - **"Standard Contractual Clauses" or "SCCs"** means the standard contractual clauses for the transfer of personal data to third countries adopted by the European Commission.
 - **"UK GDPR"** means the GDPR as incorporated into UK law by the European Union (Withdrawal) Act 2018.
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2. SCOPE AND PURPOSE

2.1 This DPA applies to all Processing of Personal Data by Instant Art Kit on behalf of the Merchant in connection with the Services.

2.2 The purpose of Processing is to provide diamond painting preview generation services, including:

- Receiving and processing customer-uploaded images

- Generating diamond painting previews and patterns
- Creating production-ready files (PDF, Excel)
- Storing and delivering generated files
- Processing orders containing diamond painting products

2.3 The Merchant is the Controller for all customer Personal Data processed through the Services. Instant Art Kit acts solely as a Processor on the Merchant's behalf.

3. DETAILS OF PROCESSING

3.1 Subject Matter: Processing of customer images and related data to provide diamond painting preview services.

3.2 Duration: Processing continues for the duration of the Agreement and until all Personal Data is deleted in accordance with this DPA.

3.3 Nature and Purpose: Technical processing of images to generate diamond painting patterns, storage of generated files, and order processing.

3.4 Types of Personal Data:

- Customer photographs and images (may contain facial images, personal photos)
- Image metadata (file names, upload timestamps)
- Order information (order IDs, product selections)
- Customer identifiers (for linking orders to accounts)

3.5 Categories of Data Subjects:

- End customers of the Merchant who upload images for diamond painting products
 - Individuals depicted in uploaded photographs
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4. OBLIGATIONS OF INSTANT ART KIT (PROCESSOR)

Instant Art Kit shall:

4.1 Processing Instructions

- Process Personal Data only on documented instructions from the Merchant, unless required by applicable law
- Immediately inform the Merchant if an instruction infringes Data Protection Laws
- Not Process Personal Data for any purpose other than providing the Services

4.2 Confidentiality

- Ensure that persons authorized to Process Personal Data have committed to confidentiality or are under an appropriate statutory obligation of confidentiality
- Limit access to Personal Data to personnel who need access to perform the Services

4.3 Security Measures

- Implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk (see Section 7)
- Regularly test and evaluate the effectiveness of security measures

4.4 Sub-processing

- Not engage another processor without prior specific or general written authorization of the Merchant (see Section 6)
- Impose the same data protection obligations on Sub-processors as set out in this DPA
- Remain fully liable to the Merchant for the performance of Sub-processors' obligations

4.5 Assistance to Controller

- Assist the Merchant in responding to Data Subject requests (access, rectification, erasure, portability, etc.)
- Assist with data protection impact assessments where required
- Assist with prior consultations with supervisory authorities where required
- Provide information necessary to demonstrate compliance with GDPR Article 28 obligations

4.6 Data Breach Notification

- Notify the Merchant without undue delay (and in any event within 48 hours) after becoming aware of a Personal Data breach
- Provide sufficient information to enable the Merchant to meet its breach notification obligations
- Cooperate with the Merchant in investigating and mitigating the breach

4.7 Deletion and Return

- At the Merchant's choice, delete or return all Personal Data upon termination of the Services
- Delete existing copies unless storage is required by applicable law
- Standard deletion occurs within 30 days of account termination; backup copies within 90 days

4.8 Audits

- Make available all information necessary to demonstrate compliance with this DPA
- Allow for and contribute to audits, including inspections, conducted by the Merchant or an auditor mandated by the Merchant
- Audits shall be conducted with reasonable notice, during normal business hours, and subject to confidentiality obligations

5. OBLIGATIONS OF THE MERCHANT (CONTROLLER)

The Merchant shall:

5.1 Ensure that there is a lawful basis for Processing Personal Data through the Services

5.2 Obtain all necessary consents from Data Subjects before their Personal Data is Processed

5.3 Provide appropriate privacy notices to Data Subjects, informing them that their data will be processed by third-party service providers

5.4 Ensure that instructions given to Instant Art Kit comply with Data Protection Laws

5.5 Be responsible for handling Data Subject requests, with assistance from Instant Art Kit as needed

5.6 Ensure that any Personal Data provided to Instant Art Kit is accurate and complete

5.7 Comply with all applicable Data Protection Laws in respect of its use of the Services

6. SUB-PROCESSORS

6.1 Authorization: The Merchant provides general authorization for Instant Art Kit to engage Sub-processors to Process Personal Data, subject to the requirements of this Section.

6.2 Current Sub-processors:

Sub-processor	Purpose	Location
UploadCare Inc.	File upload processing and temporary storage	USA (EU-U.S. Data Privacy Framework)
Microsoft Azure (Microsoft Corporation)	Cloud infrastructure, file storage, application hosting	EU (West Europe region) / USA
Shopify Inc.	E-commerce platform integration, OAuth authentication	Canada / USA (Adequacy decision)

6.3 New Sub-processors:

Instant Art Kit shall:

- Inform the Merchant of any intended changes to Sub-processors at least 30 days before engaging a new Sub-processor
- Provide the Merchant with an opportunity to object to such changes
- If the Merchant objects on reasonable grounds relating to data protection, the parties shall discuss the matter in good faith. If no resolution is reached, the Merchant may terminate the affected Services

6.4 Sub-processor Obligations: Instant Art Kit shall ensure that each Sub-processor is bound by data protection obligations no less protective than those in this DPA.

7. SECURITY MEASURES

Instant Art Kit implements the following technical and organizational security measures:

7.1 Technical Measures

- **Encryption:** Data encrypted in transit (TLS 1.2+) and at rest (AES-256)
- **Access Controls:** Role-based access control (RBAC) limiting data access to authorized personnel
- **Authentication:** OAuth 2.0 for Shopify integration; secure token management with encryption
- **Network Security:** Firewall protection, intrusion detection, DDoS mitigation
- **Logging:** Comprehensive audit logging of data access and modifications
- **Backup:** Regular encrypted backups with secure storage

7.2 Organizational Measures

- **Personnel:** Confidentiality agreements for all personnel with data access
- **Training:** Regular data protection and security awareness training
- **Incident Response:** Documented security incident response procedures
- **Vendor Management:** Due diligence on Sub-processors' security practices
- **Business Continuity:** Disaster recovery and business continuity plans

7.3 Infrastructure: Services are hosted on Microsoft Azure, which maintains ISO 27001, SOC 2 Type II, and other security certifications.

8. INTERNATIONAL DATA TRANSFERS

8.1 Personal Data may be transferred to and processed in countries outside the European Economic Area (EEA), UK, or Switzerland.

8.2 Transfer Mechanisms: For transfers to countries without an adequacy decision, Instant Art Kit relies on:

- **Standard Contractual Clauses:** The European Commission's SCCs (Commission Implementing Decision (EU) 2021/914) are incorporated by reference into this DPA
- **UK International Data Transfer Addendum:** For UK GDPR transfers, the UK IDTA is incorporated by reference
- **Swiss Addendum:** For Swiss data transfers, appropriate safeguards under the Swiss Federal Act on Data Protection apply

8.3 Where SCCs apply:

- Module Two (Controller to Processor) applies to this DPA
- The Merchant is the "data exporter" and Instant Art Kit is the "data importer"
- The optional clauses are not adopted unless specifically agreed
- Annex I (List of Parties), Annex II (Technical and Organizational Measures), and Annex III (Sub-processors) are completed per Sections 3, 6, and 7 of this DPA

8.4 Sub-processor Transfers: Each Sub-processor that processes Personal Data outside the EEA/UK/Switzerland is bound by appropriate transfer mechanisms (SCCs, adequacy decisions, or approved frameworks).

9. DATA SUBJECT RIGHTS

9.1 The Merchant, as Controller, is responsible for responding to Data Subject requests regarding their Personal Data.

9.2 Instant Art Kit shall:

- Promptly notify the Merchant if it receives a request from a Data Subject regarding Personal Data (unless prohibited by law)
- Not respond directly to Data Subject requests except to redirect them to the Merchant, unless authorized by the Merchant

- Assist the Merchant in fulfilling Data Subject requests, including providing technical means to access, correct, or delete Personal Data
- Provide this assistance within reasonable timeframes to enable the Merchant to meet statutory response deadlines

9.3 Reasonable costs for assistance beyond standard service operations may be charged at then-current rates.

10. DATA BREACH PROCEDURES

10.1 Upon becoming aware of a Personal Data breach, Instant Art Kit shall:

- Notify the Merchant without undue delay and in any event within 48 hours
- Provide details of the breach including: nature of the breach, categories and approximate number of Data Subjects affected, likely consequences, and measures taken or proposed to address the breach
- Cooperate with the Merchant in investigating and mitigating the breach
- Document all Personal Data breaches and make documentation available to the Merchant

10.2 The Merchant remains responsible for notifying supervisory authorities and affected Data Subjects where required by Data Protection Laws.

11. TERM AND TERMINATION

11.1 This DPA remains in effect for the duration of the Agreement and continues until all Personal Data is deleted or returned.

11.2 Upon termination of the Agreement, Instant Art Kit shall:

- At the Merchant's choice (to be communicated within 30 days of termination), delete or return all Personal Data
- If no choice is communicated, delete all Personal Data within 30 days of termination
- Delete Personal Data from backup systems within 90 days of termination
- Certify in writing that Personal Data has been deleted upon Merchant's request

11.3 Instant Art Kit may retain Personal Data to the extent required by applicable law, in which case it shall continue to comply with this DPA regarding such data.

12. LIABILITY

12.1 Each party's liability under this DPA is subject to the limitations and exclusions of liability set out in the Agreement.

12.2 Neither party excludes or limits its liability for:

- Death or personal injury caused by its negligence
- Fraud or fraudulent misrepresentation
- Any other liability that cannot be excluded by applicable law

12.3 To the extent permitted by Data Protection Laws, the Merchant shall indemnify Instant Art Kit for any damages arising from the Merchant's breach of its obligations under this DPA or Data Protection Laws.

13. GENERAL PROVISIONS

13.1 Conflict: In the event of conflict between this DPA and the Agreement, this DPA shall prevail with respect to data protection matters.

13.2 Amendments: This DPA may be amended by Instant Art Kit to reflect changes in Data Protection Laws or processing practices. Material changes will be notified to the Merchant at least 30 days before taking effect.

13.3 Severability: If any provision of this DPA is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13.4 Governing Law: This DPA is governed by the laws of the Netherlands, except that the SCCs shall be governed as specified therein.

13.5 Entire Agreement: This DPA, together with the Agreement and any applicable SCCs, constitutes the entire agreement between the parties regarding data processing.

14. CONTACT

For questions about this DPA, contact:

Instant Art Kit Email: support@instantartkit.com Subject Line: Data Processing Agreement

ANNEX I: LIST OF PARTIES

Data Exporter (Controller)

- **Name:** The Merchant (as identified in the Agreement)
- **Address:** As registered in the Merchant's Shopify account
- **Contact:** The Merchant's designated contact person
- **Activities:** E-commerce retail of diamond painting products
- **Role:** Controller

Data Importer (Processor)

- **Name:** Instant Art Kit
 - **Contact:** support@instantartkit.com
 - **Activities:** Diamond painting preview generation and management services
 - **Role:** Processor
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ANNEX II: TECHNICAL AND ORGANIZATIONAL MEASURES

See Section 7 of this DPA for the complete description of technical and organizational security measures implemented by Instant Art Kit.

ANNEX III: LIST OF SUB-PROCESSORS

See Section 6.2 of this DPA for the current list of authorized Sub-processors.

By using Instant Art Kit services, you acknowledge that you have read, understood, and agree to be bound by this Data Processing Agreement.

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