

Legal · Enterprise plans

Data Processing Agreement

Version 1.0 · 7 October 2026

This agreement is available to customers on a Gendo Enterprise plan. Complete the customer details, including your Enterprise order or account reference, and the signature block after clause 7, then return the signed copy to privacy@gendo.ai. Gendo will countersign and send you the executed agreement.

Customer details

CUSTOMER LEGAL NAME

COMPANY REGISTRATION NUMBER

ORDER OR ACCOUNT REFERENCE

REGISTERED ADDRESS

PRIVACY CONTACT NAME

PRIVACY CONTACT EMAIL

1. Parties and scope

This Data Processing Agreement ("DPA") is between Gendo Technology Ltd, a company registered in England and Wales (company no. 14526185), of 131 Finsbury Pavement, London, United Kingdom, EC2A 1NT, registered with the ICO under no. ZB715125 ("Gendo"), and the customer named in the Order or account ("Customer").

This DPA supplements the Gendo Terms of Service and any Order (together, the "Agreement") and the Gendo Privacy Policy. Capitalised terms not defined here, such as Prompt, Output, Paid Plan, Free Plan and Subscription, have the meanings given in the Terms of Service.

This DPA covers only personal data in Prompts and Outputs that Gendo processes on Customer's behalf under a Paid Plan. It does not cover: (a) account, contact, billing and usage data, for which Gendo is controller under the Privacy Policy and clause 7.2 of the Terms of Service; or (b) Prompts and Outputs under a Free Plan, which are governed by clause 9.7 of the Terms of Service.

If this DPA conflicts with the Agreement or the Privacy Policy, the Agreement and the Privacy Policy prevail, except where Data Protection Laws require otherwise.

This DPA takes effect when signed by both parties or attached to an Order, as clause 16 of the Terms of Service requires for any variation.

2. Definitions

- **Data Protection Laws:** the UK GDPR, the Data Protection Act 2018, the EU GDPR (Regulation 2016/679) and any other data protection law applying to the processing under this DPA.
- **Customer Personal Data:** personal data contained in Prompts or Outputs that Gendo processes on behalf of Customer under a Paid Plan.
- **Personal Data Breach:** a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Personal Data.
- **Sub-processor:** any third party Gendo engages to process Customer Personal Data.

"Controller", "processor", "data subject", "personal data" and "processing" have the meanings given in Data Protection Laws.

3. Roles and instructions

Customer is the controller and Gendo is the processor of Customer Personal Data. The subject matter, duration, nature, purpose and categories of data are set out in Annex 1.

Gendo will process Customer Personal Data only on Customer's documented instructions, including with regard to international transfers, unless required to do otherwise by law. In that case Gendo will inform Customer first, unless the law prohibits it. The Agreement and Customer's use of the services are Customer's complete instructions.

Gendo will tell Customer promptly if it believes an instruction breaches Data Protection Laws.

Customer is responsible for having a lawful basis for the processing and for giving any notices to data subjects that Data Protection Laws require. Under clause 5.2 of the Terms of Service, Customer must not include personal data in Prompts, or use Prompts likely to generate personal data in Outputs. This DPA applies to any personal data that is nonetheless processed.

4. Gendo's obligations

1. **Confidentiality.** Gendo will ensure that anyone it authorises to process Customer Personal Data is bound by a duty of confidentiality.
2. **Security.** Gendo will implement appropriate technical and organisational measures to protect Customer Personal Data, including those in Annex 2.
3. **Assistance.** Taking into account the nature of the processing, Gendo will reasonably assist Customer with data subject requests, security, breach notifications, data protection impact assessments and consultations with supervisory authorities. If Gendo receives a request directly from a data subject, it will pass it to Customer and not respond itself unless Customer instructs it to.
4. **Breach notification.** Gendo will notify Customer without undue delay, and in any event within 48 hours, after becoming aware of a Personal Data Breach. The notice will include the information reasonably available to Gendo that Customer needs to meet its own obligations.
5. **Purpose limitation.** As set out in clause 9.3 of the Terms of Service, Gendo will not use Prompts or Outputs as Training Data, in its marketing materials or for any other purpose except to store them on the Gendo Platform, perform the Services and the Agreement, or comply with applicable laws or the requests of competent authorities.

5. Sub-processors

Customer gives Gendo general authorisation to engage Sub-processors. Gendo maintains a current list of Sub-processors at gendo.ai/enterprise-documentation (see Annex 3).

Gendo will add any new or replacement Sub-processor to that page, and notify subscribers by email, within 14 days of the change. Customer may subscribe on that page to receive these notices. Customer may object on reasonable data protection grounds within 14 days of the notice. If the parties cannot resolve the objection, Customer may end its Subscription under clause 13.3 of the Terms of Service. Refunds are governed by clause 13.6 of the Terms of Service.

Gendo will impose data protection obligations on each Sub-processor that are no less protective than this DPA, and remains liable to Customer for each Sub-processor's performance.

6. International transfers

Gendo will not transfer Customer Personal Data outside the UK or the European Economic Area unless the transfer is protected by an adequacy decision or another safeguard recognised by Data Protection Laws.

Where a safeguard is needed, Gendo relies on the approved transfer mechanisms described in section 2.6 of the Privacy Policy: the EU Standard Contractual Clauses, the UK International Data Transfer Agreement or the UK Addendum. Customer may request a copy of the safeguards in place by emailing privacy@gendo.ai.

7. Audits, deletion and general terms

Audits. Gendo will make available the information reasonably necessary to demonstrate compliance with this DPA. Customer may audit Gendo, at Customer's cost, no more than once a year on 30 days' written notice, during business hours and subject to reasonable confidentiality terms, unless a supervisory authority requires otherwise or after a Personal Data Breach. Gendo may meet audit requests first by providing relevant certifications or third-party reports.

Deletion. As set out in clause 9.4 of the Terms of Service, Customer may request deletion of its Prompts, Outputs and associated project materials, and Gendo will delete them within a reasonable period after a verified request. Gendo may keep them where needed to comply with applicable laws or the requests of competent authorities, or for security, fraud prevention, backup retention, dispute resolution or its legitimate operational requirements. Customer is responsible for keeping its own backups (clause 6.4).

Liability. Each party's liability under this DPA is subject to clause 12 (Limitation of Liability) of the Terms of Service.

Term. This DPA lasts as long as Gendo processes Customer Personal Data under the Agreement.

Governing law. This DPA is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction, in line with clause 25 of the Terms of Service.

Signatures

Signed by the authorised representatives of each party.

Gendo

SIGNATURE

NAME

TITLE

DATE

Customer

SIGNATURE

NAME

TITLE

DATE

Annex 1: Details of processing

Item	Details
Subject matter and purpose	Storing Prompts and generating Outputs on the Gendo Platform for Customer under a Paid Plan
Duration	The term of the Agreement, plus any retention allowed under Section 7
Nature of processing	Hosting, storage, AI generation, retrieval, transmission and deletion
Data subjects	Individuals incidentally identifiable in Customer's Prompts or Outputs
Categories of data	Any personal data incidentally included in Prompts (briefs, designs, images, sketches, models, photographs) or Outputs. Under clause 5.2 of the Terms of Service, Prompts should not contain personal data
Special category data	None. Customer must not upload it
Customer's contact	As set out in Customer's account or Order
Gendo's contact	privacy@gendo.ai

Annex 2: Security measures

- Encryption of data in transit (TLS) and at rest.
- Role-based access controls, least-privilege access and multi-factor authentication for staff.
- Logging and monitoring of access to production systems.

- Regular backups and tested recovery procedures.
- Vulnerability management and timely patching.
- Confidentiality obligations and security training for staff.
- Due diligence on Sub-processors' security.

Annex 3: Sub-processors

The current list of Sub-processors, including each one's purpose and location, and any upcoming changes, is published at gendo.ai/enterprise-documentation.