



VERILINK DATA PROCESSING AGREEMENT (DPA)

1. Definitions & Roles

Terms such as 'Controller', 'Processor', 'Personal Data', 'Processing' have the meanings set out in GDPR Article 4. The Controller is the Client. VeriLink (operated by SkyL4rk PTY LTD, South Africa) acts as the Processor.

2. Subject Matter, Duration, Purpose

The Processor shall provide identity verification, authentication, and fraud prevention services (KYC/KYT/AML). The duration of processing is tied to the Controller's use of VeriLink's services and applicable retention periods.

3. Categories of Data Processed

Personal identification (name, ID/passport, date of birth), biometric data (face images, encodings), device data (IP, OS, device), geolocation (where required), and metadata (timestamps, transaction IDs).

4. Obligations of VeriLink (Processor)

Process only under documented Controller instructions; ensure staff confidentiality; apply encryption, access controls, audits; assist Controller with data subject rights, breach notifications (72h), and DPIAs.

5. Sub-Processors

Sub-processors may include Google Cloud Platform, Firebase, and Cloudflare. Controller will be notified of changes and may object within a defined period.

6. International Transfers

Cross-border transfers are safeguarded by Standard Contractual Clauses (SCCs), POPIA protections, and technical measures (e.g., encryption).

7. Security Measures

Encryption (AES-256, TLS 1.2+), role-based access, logging, monitoring, penetration tests, backups, and disaster recovery protocols.

8. Data Subject Rights

Controller remains primary contact. VeriLink assists with access, correction, deletion, portability, objection. Direct requests are forwarded to Controller.

9. Breach Notification

VeriLink shall notify the Controller without undue delay, no later than 72 hours, with details of the breach and remedial measures.

10. Audit & Certification

Controller may request evidence of compliance. Onsite audits permitted only with necessity and notice.

11. Termination & Deletion

Data is deleted from active systems within 30 days of termination and from backups within 90 days unless legally required otherwise.

12. Liability

Each party remains liable under applicable law. VeriLink's liability is limited to breaches of this Agreement.

13. Governing Law

This DPA is governed by the laws of South Africa (POPIA). For EU controllers, GDPR applies.

Signed for and on behalf of:

Controller: _____

Processor (VeriLink - SkyL4rk PTY LTD): _____