

Data Processing Agreement

Document	Data Processing Agreement (DPA)
Version	1.9
Effective	07 May 2026
Parties	Estefania Sanchez Martin, trading as Azulkey, a self-employed individual registered in Malta ('Processor') and each registered Agency or Solo Agent ('Controller')
Governing Law	GDPR (EU) 2016/679 and Malta Data Protection Act (Cap. 586)

1. Purpose and Scope

This Data Processing Agreement ('DPA') forms part of the Azulkey Terms of Service and governs the processing of personal data by Estefania Sanchez Martin, trading as Azulkey, a self-employed individual registered in Malta ('Processor') on behalf of the Agency or Solo Agent ('Controller') in connection with the provision of the Azulkey CRM platform.

This DPA applies to all Azulkey users who act as Data Controllers — specifically Agency Owners and Solo Agents. Agency Agents acting within an agency operate under the Data Controller responsibility of their Agency Owner. Solo Agents, who operate independently without an agency, assume full Data Controller responsibility in their own right.

This DPA applies to all personal data processed through the Azulkey platform, including but not limited to: lead contact information, property owner data, message content, and consent records.

2. Definitions

Personal Data	Any information relating to an identified or identifiable natural person as defined in GDPR Article 4(1).
Processing	Any operation performed on personal data as defined in GDPR Article 4(2).
Controller	The Agency Owner or Solo Agent who determines the purposes and means of processing. An Agency Owner controls data on behalf of their entire agency team. A Solo Agent is a Controller in their own right.
Agency Agent	A platform user who operates under the Data Controller responsibility of their Agency Owner. Agency Agents do not independently hold Controller status.

Solo Agent	An independent agent registered on Azulkey without an agency association. A Solo Agent has the same GDPR obligations as an Agency Owner and is a Data Controller in their own right.
Processor	Estefania Sanchez Martin, trading as Azulkey, a self-employed individual registered in Malta, operating the Azulkey platform, which processes personal data on behalf of the Controller.
Subprocessor	Any third party engaged by Azulkey to assist in processing personal data.
Data Subject	The individual to whom personal data relates (e.g. a lead or property owner).
Supervisory Authority	The Malta Information and Data Protection Commissioner (IDPC) or equivalent EU authority.

3. Subject Matter of Processing

Categories of data	Contact details, communication history, property preferences, consent records, pipeline notes.
Categories of subjects	Real estate leads, property owners, agency staff, and solo agents' own contacts.
Nature of processing	Collection, storage, retrieval, display, deletion, and anonymisation via the Azulkey platform.
Purpose	Provision of CRM, messaging, pipeline management and compliance features as described in the Terms of Service.
Duration	For the duration of the Agency's or Solo Agent's subscription plus 90 days, unless earlier deletion is required.

4. Controller Obligations

The Agency Owner or Solo Agent, as Controller, warrants and agrees that:

- It has a valid lawful basis under GDPR for all personal data submitted to Azulkey
- It has provided data subjects with appropriate privacy notices before collecting their data
- It has obtained valid consent from leads and property owners where required
- It will only instruct Azulkey to process data in accordance with applicable law
- It will promptly notify Azulkey of any changes to instructions that may affect processing
- Agency Owners will ensure that their authorised agents are trained in data protection obligations
- Solo Agents, acting as an agency of one, assume full personal responsibility for compliance with GDPR in respect of all data they process through Azulkey

5. Processor Obligations

Azulkey (operated by Estefania Sanchez Martin) as Processor, shall:

- Process personal data only on documented instructions from the Controller
- Ensure all staff with access to personal data are bound by confidentiality obligations
- Implement appropriate technical and organisational security measures (see Section 7)
- Not engage subprocessors without prior written authorisation from the Controller (general authorisation granted by acceptance of this DPA — see Section 8)
- Assist the Controller in responding to data subject rights requests within the timeframes required by GDPR
- Notify the Controller of any personal data breach within 48 hours of becoming aware of it
- Delete or return all personal data upon termination of the agreement
- Make available all information necessary to demonstrate compliance with this DPA
- Submit to audits and inspections conducted by the Controller or an appointed auditor

6. Processing on Instructions

Azulkey shall process personal data only on the documented instructions of the Controller. Where Azulkey is required by EU or Member State law to process data beyond those instructions, Azulkey shall inform the Controller of that legal requirement before processing, unless prohibited by law on important grounds of public interest.

If Azulkey believes that an instruction infringes GDPR or other applicable law, it shall immediately inform the Controller. In such case, Azulkey is entitled to refuse to carry out the relevant processing until the Controller confirms or modifies the instruction.

7. Security Measures

Azulkey implements the following technical and organisational measures to protect personal data:

Technical Measures

- TLS 1.2+ encryption for all data in transit
- AES-256 encryption for data at rest
- Row-Level Security (RLS) enforced at database layer
- Multi-factor authentication available for all user accounts
- Automated backups with point-in-time recovery
- Intrusion detection and access anomaly monitoring

Organisational Measures

- Access controls based on least-privilege principles
- Staff data protection training
- Internal data breach response procedure
- Regular security reviews and vulnerability assessments

- Data Protection impact assessments for high-risk processing activities

8. Subprocessors

The Controller grants general written authorisation for Azulkey to engage the following subprocessors:

Supabase Inc.	Database, authentication, storage. EU region. DPA in place.
Stripe Inc.	Payment processing. Billing data only. PCI-DSS certified.
Meta Platforms Inc.	Facebook Messenger and Instagram API integration. Controller's own agreement with Meta also applies.
Anthropic PBC	AI features. Anonymised/aggregated data only.

Azulkey shall notify the Controller of any intended changes to subprocessors (additions or replacements) with at least 14 days' notice. This includes the addition of any new channel integrations such as WhatsApp Business API, email providers, or other platforms planned for future releases. The Controller may object to such changes in writing within 14 days. Azulkey shall impose data protection obligations on all subprocessors equivalent to those in this DPA. Azulkey remains fully liable to the Controller for the acts and omissions of its subprocessors.

9. Data Subject Rights

Azulkey shall assist the Controller, by appropriate technical and organisational measures and insofar as possible, in fulfilling the Controller's obligations to respond to data subject rights requests. Where a data subject submits a request directly to Azulkey, Azulkey shall forward the request to the relevant Controller without undue delay.

Azulkey shall not respond directly to data subject rights requests on behalf of the Controller unless expressly authorised to do so.

10. Personal Data Breaches

In the event of a personal data breach affecting data processed under this DPA, Azulkey shall:

- Notify the Controller within 48 hours of becoming aware of the breach
- Provide details of the nature of the breach, categories and approximate number of data subjects affected, likely consequences, and measures taken or proposed
- Cooperate with the Controller in any notification to the relevant Supervisory Authority
- Take all reasonable steps to mitigate the effects of the breach

The Controller remains responsible for any notification obligations to data subjects and to the Supervisory Authority under GDPR Articles 33 and 34.

11. Data Protection Impact Assessments

Where requested by the Controller, Azulkey shall provide reasonable assistance in carrying out data protection impact assessments and prior consultations with supervisory authorities, in accordance with GDPR Articles 35 and

36, taking into account the nature of the processing and the information available to Azulkey.

12. International Transfers

Azulkey stores all personal data within the EU. Where processing by a subprocessor involves transfer of data outside the EU, Azulkey ensures appropriate safeguards are in place, including Standard Contractual Clauses (SCCs) as approved by the European Commission under GDPR Article 46(2)(c).

13. Audit Rights

The Controller may, with reasonable notice and at its own expense, conduct audits or inspections of Azulkey's data processing activities to verify compliance with this DPA. Azulkey shall provide all reasonable cooperation and access to relevant documentation and personnel. Audits shall not unreasonably interfere with Azulkey's normal business operations and shall occur no more than once per calendar year unless there has been a confirmed breach.

14. Term and Termination

This DPA is effective for the duration of the Agency's or Solo Agent's subscription to Azulkey. Upon termination:

- Azulkey shall, at the Controller's choice, return or securely delete all personal data within 90 days
- Azulkey shall provide written confirmation of deletion upon request
- Anonymised audit logs required by law shall be retained for the legally mandated period

15. Liability and Indemnification

Each party shall be liable for damage caused by processing that infringes GDPR in accordance with GDPR Article 82. Where both parties are responsible for damage, liability shall be apportioned according to the degree of fault. Azulkey's total liability under this DPA is subject to the limitations set out in the main Terms of Service.

16. Governing Law and Disputes

This DPA is governed by the laws of Malta and the European Union. Any disputes shall be subject to the exclusive jurisdiction of the courts of Malta, without prejudice to the right of either party to seek injunctive relief in any competent jurisdiction.

17. Contact

Legal name	Estefania Sanchez Martin, trading as Azulkey, a self-employed individual registered in Malta
Data Protection contact	privacy@azulkey.com
Postal address	Malta