

Chatley AI, Inc.

Data Processing Addendum

GDPR and CCPA-compliant data processing terms for enterprise customers

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chatley.ai/trust-portal

This Data Processing Addendum (“DPA”) forms part of the Terms of Service or other written agreement between Chatley AI, Inc., a Delaware corporation (“Chatley AI” or “Company”), and the Customer (“you” or “your”) governing use of the Chatley AI Services. In the event of a conflict between this DPA and the underlying agreement, this DPA controls with respect to data processing matters.

1. Definitions

Applicable Data Protection Laws means all laws applicable to the processing of Personal Data under the Agreement, including the GDPR, CCPA, and applicable state or national privacy laws.

Personal Data means any information relating to an identified or identifiable natural person processed by Chatley AI on behalf of the Customer in connection with the Services.

Controller means the entity that determines the purposes and means of Processing.

Processor means the entity that processes Personal Data on behalf of the Controller.

Subprocessor means any third party engaged by Chatley AI to process Personal Data on behalf of the Customer.

Personal Data Breach means a breach of security leading to accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of Personal Data.

2. Roles and Responsibilities

Customer as Controller. The Customer is the Controller of Personal Data submitted to the Services and is responsible for ensuring a lawful basis for processing and obtaining all necessary consents from data subjects.

Chatley AI as Processor. Chatley AI is the Processor and will process Personal Data only on documented instructions from the Customer, unless required by applicable law.

3. Processing of Personal Data

- • Scope: Chatley AI processes Personal Data solely to provide the Services in accordance with the Agreement and this DPA.
- • Data Minimization: Chatley AI processes only the Personal Data strictly necessary for the provision of the Services.
- • Confidentiality: All personnel authorized to process Personal Data are bound by appropriate confidentiality obligations.

4. Subprocessors

Authorization. The Customer authorizes Chatley AI to engage Subprocessors. The complete, current Subprocessor Registry — including legal entity names, purposes, and data locations — is publicly available at chatley.ai/subprocessors.

Primary Infrastructure Subprocessor. The Customer acknowledges that Chatley AI's primary voice AI infrastructure is provided by **our certified voice infrastructure provider**, which holds active SOC 2 Type II, HIPAA, and PCI DSS Level 1 certifications. Telephony is provided by **our certified telephony provider**.

Subprocessor Obligations. Chatley AI enters into written agreements with each Subprocessor imposing data protection obligations no less protective than this DPA.

Notification of Changes. Chatley AI provides at least 14 days' advance written notice before engaging a new Subprocessor. Customers may object within 14 days.

5. Security Measures

Chatley AI implements appropriate technical and organizational measures to protect Personal Data, including: TLS 1.2+ encryption in transit, AES-256 encryption at rest, role-based access control, MFA for all administrative access, and formal vulnerability management. Chatley AI's voice infrastructure runs on a SOC 2 Type II certified platform.

6. Data Subject Rights

Chatley AI provides reasonable assistance to the Customer in fulfilling obligations to respond to data subject rights requests. Direct requests from data subjects are forwarded to the Customer without response pending Customer authorization.

7. Personal Data Breach

Chatley AI notifies the Customer within **72 hours** of becoming aware of a Personal Data Breach. Notification includes: nature of the breach, data categories affected, likely consequences, and remediation

steps taken or planned. Chatley AI cooperates fully with Customer investigation and mitigation efforts.

8. Data Deletion and Return

Upon termination of the Agreement, Chatley AI deletes or returns all Personal Data within 30 days, subject to legal retention requirements. Written confirmation of deletion is provided upon request. Backup deletion may take up to 90 days due to rotation cycles.

9. Audits

Chatley AI makes available all information reasonably necessary to demonstrate compliance with this DPA. Audits may be conducted with 30 days' written notice. Chatley AI may satisfy audit requests by providing relevant third-party audit reports, including Voice infrastructure provider's SOC 2 Type II report, where those reports cover the requested scope.

10. International Data Transfers

Personal Data is processed primarily in the United States. For transfers from the EEA, UK, or Switzerland, Chatley AI ensures Standard Contractual Clauses (SCCs) or other appropriate safeguards are in place.

For DPA requests or data privacy inquiries: legal@chatley.ai