

# Data Processing Agreement (DPA)

**Last Updated: 23.02.2026**

This Data Processing Agreement ("DPA") forms part of the Terms of Service between:

**Synthetic Respondents Ltd**

Company Number: 16867861

Registered in England and Wales

Registered Office: Crown House, 27 Old Gloucester Street, London WC1N 3AX, United Kingdom

("Processor")

and the business customer using the Service ("Controller").

## 1. Purpose

This DPA applies where Synthetic Respondents processes personal data on behalf of the Controller in connection with the provision of the Service.

This DPA is intended to satisfy the requirements of UK GDPR and, where applicable, EU GDPR.

## 2. Roles of the Parties

The Controller determines the purposes and means of processing personal data.

Synthetic Respondents acts solely as a Data Processor when processing Customer Data on behalf of the Controller.

## **3. Subject Matter and Duration**

### **Subject Matter**

Processing of personal data submitted to the Service by the Controller.

### **Duration**

For the duration of the Controller's use of the Service and any retention period specified in the Privacy Policy.

## **4. Nature and Purpose of Processing**

Processing activities may include:

- Storage
- Analysis
- Generation of AI-based outputs
- Temporary transmission
- Aggregation in anonymised form for service improvement

Processing is limited to the provision and improvement of the Service.

## **5. Types of Personal Data**

May include:

- Names
- Contact details
- Business-related information
- Research-related data submitted by the Controller

The Service is not intended for special category data.

## 6. Obligations of the Processor

Synthetic Respondents shall:

1. Process personal data only on documented instructions from the Controller.
2. Ensure persons authorised to process data are bound by confidentiality.
3. Implement appropriate technical and organisational security measures.
4. Assist the Controller in responding to data subject rights requests where applicable.
5. Notify the Controller without undue delay upon becoming aware of a personal data breach affecting Customer Data.
6. Delete or return personal data upon termination in accordance with the Privacy Policy.

## 7. Sub-Processors

The Controller authorises the use of sub-processors for hosting, analytics, payment processing, and operational infrastructure.

Current categories include:

- Cloud hosting providers
- Payment processors (Stripe)
- Analytics providers
- Customer support systems

Synthetic Respondents will ensure sub-processors are bound by appropriate data protection obligations.

## 8. International Transfers

Where personal data is transferred outside the UK or EEA, Synthetic Respondents will implement appropriate safeguards, including:

- Standard Contractual Clauses

- UK Addendum
- Adequacy decisions

## **9. Security Measures**

Synthetic Respondents implements technical and organisational measures appropriate to the risk, including:

- Access controls
- Encryption in transit
- Role-based access
- Infrastructure-level security protections

No system can guarantee absolute security.

## **10. Liability**

Liability under this DPA is subject to the limitations set out in the Terms of Service.

## **11. Governing Law**

This DPA is governed by the laws of England and Wales.