DPA — Personal Data Processing Agreement

ExpiryDocs

1. Purpose

This DPA — Personal Data Processing Agreement establishes the conditions applicable to the processing of personal data carried out through ExpiryDocs when the Client determines the purposes and instructions of the processing and ELOGICO acts as Processor, according to the nature of the activity and applicable law.

2. Scope and Application

The DPA forms part of the set of legal documents applicable to ExpiryDocs and will be used when the relationship between the parties involves processing of personal data for which it is appropriate to formalize the responsibilities of Controller and Processor. It does not alter the nature of processing in which ELOGICO acts as Controller of its own processing activities.

3. Definitions

“Client” means the individual or legal entity that subscribes to ExpiryDocs and determines the purposes and instructions of the processing when acting as Controller. “ELOGICO” means ELOGICO - SOLUÇÕES EM TECNOLOGIA LTDA. “Controller” means the party that determines the purposes and means of processing. “Processor” means the party that processes data on behalf of the Controller and according to its instructions. “Personal Data”, “Data Subject” and “Processing” have the meanings provided by applicable law.

4. Duration of Processing

Processing carried out by ELOGICO as Processor will occur during the period in which the Client uses the service and while there is a need to execute instructions related to the service, subject to legal retention obligations and the provisions of this DPA.

5. Nature and Purpose

Processing may occur for the provision and operation of ExpiryDocs, storage and organization of information entered by the Client, control of documents and related data, sending alerts and notifications, support, maintenance, security, abuse prevention and execution of contracted functionalities.

6. Categories of Data

The data processed may include personal data entered by the Client on the platform, data related to users and accounts, and information necessary for use of the service. The specific composition of the data will depend on the content entered and the functionalities used by the Client.

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7. Categories of Data Subjects

Data subjects may include persons related to documents and information registered by the Client, as well as Account Administrators and Users. The specific definition of data subject categories will depend on the Client's use of the service.

8. Controller Instructions

ELOGICO will process the personal data covered by this DPA according to the Client's documented instructions, within the functionalities and purposes of the service. The Client is responsible for ensuring that its instructions are lawful and compatible with applicable law.

9. Client Responsibilities

The Client is responsible for the purposes of processing, the lawfulness of collecting and entering data, applicable legal bases, information provided to data subjects and instructions sent to ELOGICO. The Client should avoid entering data beyond what is necessary for the purposes it intends to carry out.

10. Confidentiality

ELOGICO shall ensure that persons authorized to process personal data are subject to confidentiality obligations compatible with their functions and with the information to which they have access.

11. Security

ELOGICO will adopt technical and organizational measures intended to protect personal data against unauthorized access, loss, alteration, destruction or improper processing, considering the nature of the service and the risks involved. The Client must also adopt appropriate security measures.

12. Subprocessors and Service Providers

Operation of ExpiryDocs may use suppliers and service providers necessary for infrastructure, hosting, processing, security, support and other operational activities. When such third parties process data on behalf of ELOGICO, appropriate contractual and operational measures shall be adopted consistent with applicable obligations.

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13. Security Incidents

When ELOGICO becomes aware of a security incident involving personal data processed under this DPA, it will take appropriate measures for assessment, containment, response and communication, considering the circumstances and applicable legal requirements.

14. Assistance with Data Subject Rights

Considering the nature of the processing, ELOGICO may provide reasonable assistance to the Client in responding to data subject requests relating to data processed on its behalf, within the technical capabilities of the service and applicable legal obligations.

15. International Transfers

The use of third-party infrastructure and services may result in data being processed or stored outside the country. Where applicable, international transfers will be carried out in accordance with the requirements of relevant data protection law.

16. Retention, Return and Deletion

At the end of the contractual relationship or when the need to process data on behalf of the Client ceases, data may be deleted, returned or retained for the period necessary to comply with legal or regulatory obligations or to exercise legal rights, as applicable.

17. Evidence and Audit

Where reasonably applicable, ELOGICO may provide information or evidence related to measures adopted to protect personal data, subject to confidentiality, security, protection of third-party information and the technical and operational limits of the service.

18. Processing Not Covered by the DPA

Processing carried out by ELOGICO for its own purposes, including Account administration, billing, security, abuse prevention, compliance with legal obligations and exercise of legal rights, may have its own nature and will not automatically be considered processing carried out exclusively on behalf of the Client.

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19. Artificial Intelligence and Third-Party Services

When Artificial Intelligence features or other third-party services are made available and used by the Client, data processing may involve the respective providers. The Client should consider the conditions applicable to such services before entering personal data into these functionalities.

20. Cooperation Between the Parties

The parties shall cooperate, within their respective responsibilities, to meet obligations relating to personal data protection, information security, data subject requests and incidents, as applicable.

21. Responsibility for Instructions and Use

The Client is responsible for the instructions provided to ELOGICO and for its use of ExpiryDocs functionalities. ELOGICO is responsible for carrying out the processing activities it performs as Processor within the applicable instructions and its contractual and legal responsibilities.

22. Term and Termination

This DPA remains in effect while ELOGICO processes personal data on behalf of the Client. Termination of the contractual relationship does not eliminate obligations that must remain in force by their nature or due to legal requirements.

23. Relationship with Other Documents

This DPA should be interpreted together with the Terms of Use and Privacy Policy of ExpiryDocs. The Privacy Policy also describes ELOGICO’s own processing activities, while this DPA governs processing on behalf of the Client where applicable.

24. Company Identification

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Document: DPA — Personal Data Processing Agreement
Version: v20260915a
Publication date: 15/09/2026

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