

## LEGAL &amp; COMPLIANCE

# Data Processing Agreement

Version 1.1 | Effective: 6 September 2026 | Home Watch IT, LLC

**Who this applies to:** This Agreement applies to all customers of Home Watch IT, LLC who use the HWIT Services to process personal data of individuals located in the European Union, European Economic Area, or United Kingdom. It supplements and forms part of the HWIT Master Services Agreement.

## 1. Background and Purpose

Home Watch IT, LLC ("**Processor**") provides home watch management software (the "**Services**") to home watch professionals under the HWIT Master Services Agreement ("**Service Agreement**"). This Data Processing Agreement ("**DPA**") sets out the terms under which such processing takes place and satisfies the requirements of Article 28 of EU Regulation 2016/679 ("**EU GDPR**") and the equivalent United Kingdom legislation ("**UK GDPR**"). This DPA forms part of and supplements the Service Agreement. In the event of conflict, this DPA shall prevail in relation to all matters concerning personal data processing.

## 2. Definitions

| Term           | Meaning                                                                 |
|----------------|-------------------------------------------------------------------------|
| Applicable Law | EU GDPR (Regulation 2016/679), UK GDPR, and all subordinate legislation |

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Reject

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|                               |                                                                                                                                                                                          |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Data Subject</b>           | Any identified or identifiable natural person whose personal data is processed under this DPA.                                                                                           |
| <b>End-User Personal Data</b> | Personal data relating to the Controller's customers, including names, postal addresses, contact details, property information, and security access information (including alarm codes). |
| <b>Personal Data Breach</b>   | A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Data.                                        |
| <b>Processor</b>              | Home Watch IT, LLC, which processes Customer Data on behalf of and under the instruction of the Controller.                                                                              |
| <b>SCCs</b>                   | Standard Contractual Clauses approved by the European Commission under Decision (EU) 2021/914 of 4 June 2021.                                                                            |
| <b>Services</b>               | The HWIT software platform, including scheduling, visit reporting, AI-powered document search, automated email delivery, customer portal access, and related features.                   |
| <b>Sub-Processor</b>          | Any third party engaged by the Processor to process Customer Data in connection with the Services.                                                                                       |
| <b>UK Addendum</b>            | The International Data Transfer Addendum to the SCCs issued by the UK ICO, Version B1.0, in force 21 March 2022.                                                                         |

### 3. Roles of the Parties

The **Controller** is the data controller for all End-User Personal Data processed through the Services. The **Processor** is the data processor, acting solely on the Controller's documented instructions. The Processor shall not process Customer Data for any purpose other than providing the Services, except where required to do so by applicable law. Each Party shall comply with its respective obligations under Applicable Law.

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|                                    |                                                                                                                                                                                         |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purposes</b>                    | Enabling the Controller to manage home watch visit scheduling, field reporting, customer communications, invoicing support, and AI document search.                                     |
| <b>Duration</b>                    | For the duration of the Service Agreement and until all Customer Data is deleted in accordance with clause 9 of this DPA.                                                               |
| <b>Categories of Personal Data</b> | Names; postal addresses; email addresses; telephone numbers; property access and security information (including alarm codes); visit reports and visit records; scheduling information. |
| <b>Categories of Data Subjects</b> | The Controller's end-user customers (homeowners and property owners); the Controller's employees and authorised field staff.                                                            |
| <b>Special Categories of Data</b>  | None. The Services are not designed to process special category data as defined under Article 9 GDPR.                                                                                   |

## 5. Processor Obligations

### 5.1 Instructions

The Processor shall process Customer Data only on the documented instructions of the Controller. If required by applicable law to process beyond those instructions, the Processor shall inform the Controller before such processing, unless legally prohibited from doing so.

### 5.2 Confidentiality

The Processor shall ensure that all personnel authorised to process Customer Data are subject to binding confidentiality obligations and are made aware of the requirements of this DPA.

### 5.3 Security

The Processor shall implement and maintain appropriate technical and organisational measures including: encryption of personal data in transit and at rest; measures to ensure ongoing confidentiality,

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Processor, provide at least 30 days' notice of any Sub-Processor change, and remain fully liable for their acts and omissions.

## 5.5 Data Subject Rights

The Processor shall, insofar as technically possible, assist the Controller in fulfilling obligations to respond to Data Subject requests. The Processor shall notify the Controller without undue delay if it receives a Data Subject request directly.

## 5.6 Assistance with Controller Obligations

Taking into account the nature of the processing and the information available to it, the Processor shall assist the Controller in ensuring compliance with its obligations under Articles 32 to 36 GDPR, including security of processing, breach notification to supervisory authorities and Data Subjects, data protection impact assessments, and prior consultation with supervisory authorities.

## 5.7 Audit Rights

The Processor shall make available to the Controller all information necessary to demonstrate compliance with this DPA, and shall allow for and contribute to audits, including inspections, conducted by the Controller or an auditor mandated by the Controller, upon reasonable written request (no more than once per 12-month period, unless required by a supervisory authority or following a Personal Data Breach).

## 6. Personal Data Breach Notification

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The Processor shall notify the Controller without undue delay, and in any event within **48 hours** of becoming aware of a Personal Data Breach, including a description of the nature of the breach, categories and approximate number of Data Subjects and records affected, likely consequences, and measures taken to address it.

## 7. International Data Transfers

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Customer Data is stored and processed in the United States of America. The Controller hereby

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|                     |                                                      |                                             |
|---------------------|------------------------------------------------------|---------------------------------------------|
| Cloudflare          | EU–US Data Privacy Framework; SCCs                   | UK Extension to the DPF (UK–US Data Bridge) |
| Supabase            | EU–US DPF; SCCs                                      | UK Addendum to SCCs                         |
| Google Cloud        | EU–US Data Privacy Framework                         | UK–US Data Bridge                           |
| OpenAI Ireland Ltd. | EEA entity; SCCs for onward transfers                | UK Addendum to SCCs                         |
| SMTP2GO             | SCCs, EU Commission Decision (EU) 2021/914, Module 2 | UK IDTA, ICO Version B1.0                   |
| Make.com / Celonis  | EU entity (Czechia) — no transfer required           | UK Addendum for UK-originating data         |
| PDFShift            | EU entity (France) — no transfer required            | UK Addendum for UK-originating data         |
| MonitorQA           | SCCs (EU Commission Decision 2021/914, Module 2)     | SCCs + UK Addendum                          |

The Standard Contractual Clauses (Controller to Processor, Module 2) under Commission Decision (EU) 2021/914 are hereby incorporated into this DPA by reference. Governing law: Ireland. Competent supervisory authority: the Irish Data Protection Commission. For UK data, the UK Addendum (ICO Version B1.0) is incorporated alongside the SCCs.

## 8. Controller Obligations

The Controller warrants that it has a lawful basis for all processing; has provided Data Subjects with all required privacy notices; shall not instruct the Processor to process data in a manner that would violate Applicable Law; and shall not submit special category personal data without prior written agreement.

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structured, commonly used, machine-readable format (CSV or JSON), together with photographs and document files in their original formats — at no additional charge.

**Deletion.** Upon termination, the Processor shall delete all live Customer Data **immediately** or, where an export has been requested under this clause, upon delivery of the export or 30 days after termination, whichever occurs first. Residual copies in encrypted backups are purged within **15 days** thereafter. The Processor shall confirm deletion in writing upon request.

## 10. Liability

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Each Party shall be liable to the other for damages caused by its breach of this DPA or Applicable Law. The Processor's total aggregate liability shall be subject to the limitations set out in the Service Agreement.

## 11. Term and Termination

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This DPA shall remain in force for the duration of the Service Agreement and shall automatically terminate upon its termination. Obligations relating to deletion of Customer Data survive termination.

## 12. EU Representative (Article 27 GDPR)

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The Processor is established outside the European Union. Pursuant to Article 27 GDPR, the Processor has designated **Home Watch IT d.o.o.**, Pod Jeseni 16, 1000 Ljubljana, Slovenia (email: [info@homewatchit.com](mailto:info@homewatchit.com)), as its representative in the European Union. Data Subjects and supervisory authorities may contact the EU representative, in addition to or instead of the Processor, on all issues related to the processing of personal data under this DPA.

The Services are not currently offered to customers established in the United Kingdom; accordingly, no separate representative has been appointed under Article 27 of the UK GDPR. The UK transfer mechanisms in this DPA remain available where a Controller established in the EU processes personal data of Data Subjects located in the UK.

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Schedule A — Annex I: Description of Processing

|                             |                                                                                                                                                                                                                    |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Data Exporter (Controller)  | The HWIT customer identified in the Service Agreement: a home watch services company using the HWIT platform.                                                                                                      |
| Data Importer (Processor)   | Home Watch IT, LLC, 12895 Josey Ln #124-1155, Dallas TX 75234, USA. Contact: info@homewatchit.com                                                                                                                  |
| Categories of Data Subjects | End-user customers of the Controller (homeowners and property owners); employees and field staff of the Controller.                                                                                                |
| Categories of Personal Data | Names; postal addresses; email addresses; telephone numbers; property-specific notes and access/security information (including alarm codes); visit reports; scheduling information.                               |
| Special Categories          | None intended.                                                                                                                                                                                                     |
| Frequency of Transfer       | Continuous, for the duration of the Service Agreement.                                                                                                                                                             |
| Retention Period            | Duration of the Service Agreement. At the Controller's choice, data is returned (machine-readable export) and/or deleted at termination in accordance with clause 9; residual backup copies purged within 15 days. |
| Supervisory Authority (EU)  | Irish Data Protection Commission (DPC) — dataprotection.ie                                                                                                                                                         |
| Supervisory Authority (UK)  | UK Information Commissioner's Office (ICO) — ico.org.uk                                                                                                                                                            |

Schedule B — Approved Sub-Processors

| Sub-Processor | Country | Role                           | Transfer Mechanism |
|---------------|---------|--------------------------------|--------------------|
| Amazon Web    | USA     | Cloud infrastructure & hosting | EU-US DPF; UK-US   |

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|                               |               |                                                                                                         |                                                    |
|-------------------------------|---------------|---------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| Supabase Inc.                 | USA           | Database (PostgreSQL)                                                                                   | EU–US DPF; SCCs; UK Addendum                       |
| Google Cloud Platform         | USA           | Cloud infrastructure                                                                                    | EU–US DPF; UK–US Data Bridge; SCCs                 |
| OpenAI Ireland Ltd.           | Ireland (EEA) | AI-powered document search                                                                              | EEA entity; SCCs for onward transfers; UK Addendum |
| SMTP2GO (Sand Dune Mail Ltd.) | New Zealand   | Transactional email delivery                                                                            | SCCs Module 2 (EU 2021/914); UK IDTA (ICO v. B1.0) |
| Make.com (Celonis)            | Czechia (EEA) | Workflow automation                                                                                     | EEA entity; UK Addendum for UK data                |
| PDFShift                      | France (EEA)  | PDF document generation                                                                                 | EEA entity; UK Addendum for UK data                |
| MonitorQA                     | USA           | Field reporting software (HWIT master account; client accounts managed under it; data accessed via API) | Data Processing Agreement; SCCs                    |

## Data Protection Contact

### Home Watch IT, LLC

12895 Josey Ln, #124-1155, Dallas TX 75234, USA

Email: [info@homewatchit.com](mailto:info@homewatchit.com)

Phone: +1 (214) 461-0166

### Home Watch IT d.o.o. — EU Representative under Article 27 GDPR

Pod Jeseni 16, 1000 Ljubljana, Slovenia

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## Home Watch IT

Purpose-built software for professional home watch businesses. Used on 4 continents.

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info@homewatchit.com

### SOLUTIONS

Solutions Overview

HWIT Fundamentals

HWIT for Method:CRM

Compare Platforms

Customer App

### COMPANY

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Our Clients

Blog

Contact / Book a Call

Pricing

### ACCOUNT

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