



SUITE.DIVINUS

Data Processing Addendum

Processor terms for Suite.Divinus

Version 1.0 · Last Updated: 2026-09-25

Legal artefact ID: legal_dpa_v1

Provider: DivinusGratia Ltd

Company Number: 13994252

Registered Office: Croydon, Greater London, England

Contact: info@divinusgratia.co.uk

Platform: <https://suite.divinusgratia.co.uk>

DATA PROCESSING ADDENDUM

1. Parties and incorporation

This Data Processing Addendum (“DPA”) is between the Customer and DivinusGratia Ltd (Company No. 13994252). It forms part of the Suite.Divinus Master Agreement (or other written SaaS agreement) and applies where the Provider processes personal data on behalf of the Customer in providing Suite.Divinus.

2. Definitions

Terms have the meaning in UK GDPR and the Master Agreement. “Customer Personal Data” means personal data processed by the Provider as processor for the Customer in a Workspace.

3. Roles

- Customer = Controller for Customer Personal Data relating to End Users and operational records.
- Provider = Processor for that Customer Personal Data.
- Provider may be independent Controller for account, billing, security and Platform operation data as described in the Privacy Policy.

4. Subject-matter, nature and purpose

Subject-matter: hosting and operation of the Suite.Divinus multi-tenant SaaS Platform, including CMS/UEE, media, workflows, portals, scheduling bridges, commerce administration, SamAI (where entitled), billing support interfaces, and Support Access.

Nature: collection, storage, retrieval, transmission, erasure, and related automated processing.

Purpose: providing the Service on Customer instructions.

5. Duration

For the Subscription term and any retention/deletion period under the Retention Schedule / Privacy Policy.

6. Types of personal data and data subjects

- Types: identity and contact data; credentials (hashed); role/tenancy identifiers; content uploaded by Users/End Users; usage and security logs; analytics events where enabled; AI prompts/outputs where used.
- Subjects: Customer personnel; staff/residents/members/volunteers; website visitors (limited); other individuals whose data the Customer uploads.

7. Customer instructions

The Provider shall process Customer Personal Data only on documented instructions from the Customer (including Platform configuration and this DPA), unless required by law. The Customer warrants it has a lawful basis to process and to instruct the Provider.

8. Confidentiality and security

The Provider ensures authorised persons are under confidentiality obligations and implements appropriate technical and organisational measures for a multi-tenant SaaS environment, including access control, logical separation of Workspaces, encryption in transit where applicable, and privileged Support Access logging where implemented.

9. Subprocessors

The Customer authorises the Provider to engage subprocessors. Current categories include: cloud hosting and database; SaaS payment collection (Square and/or Stripe as configured); commerce engine (Medusa); scheduling bridge (Cal.diy); email/notifications; AI model providers; CDN/object storage; security/rate-limiting tooling. The Provider shall impose data-protection terms no less protective than this DPA. Material category changes will be notified via an updated Subprocessor Schedule.

Customer-configured processors (including the Customer's own shopper payment providers) are outside the Provider's subprocessor appointment.

10. International transfers

Where Customer Personal Data is transferred outside the UK, the Provider shall ensure a valid transfer mechanism (adequacy or UK IDTA/Addendum as applicable).

11. Data subject rights and assistance

Taking into account the nature of processing, the Provider shall assist the Customer with data subject requests, DPIAs and breach notifications insofar as reasonably practicable through Platform tools and support channels. Primary responsibility for responding to End User requests remains with the Customer as controller.

12. Personal data breaches

The Provider shall notify the Customer without undue delay after becoming aware of a personal data breach affecting Customer Personal Data, and provide information reasonably available to assist the Customer's compliance.

13. Deletion and return

During access, the Customer may export Customer Data using Platform export capabilities. After termination or purge, deletion follows Platform retention rules. The Provider is not obliged to retain data beyond those rules except where law requires.

14. Audits

Upon reasonable written notice, not more than once per twelve months (unless a material breach is reasonably suspected), the Provider shall provide information reasonably necessary to demonstrate compliance (which may include security summaries). On-site audits only where required by mandatory law or mutual written agreement, during business hours, without unreasonably disrupting operations.

15. Liability

Liability under this DPA is subject to the limitations and exclusions in the Master Agreement, except where prohibited by mandatory data-protection law.

16. Order of precedence

For data-protection subject-matter: this DPA prevails over conflicting privacy wording in marketing pages; the Master Agreement prevails on commercial terms not specific to processing.

17. Contact

Data protection enquiries: info@divinusgratia.co.uk. Postal: Croydon, Greater London, England.

Schedule 1 — Processing summary

Item	Detail
Service	Suite.Divinus multi-tenant SaaS
Controller	Customer organisation
Processor	DivinusGratia Ltd
AI	SamAI / entitled AI features; no foundation-model training for unrelated customers unless agreed
Analytics	First-party visitor analytics; consent-gated; default ~90 days
Commerce	Medusa-related shopper data processed per Customer configuration; Customer merchant of record for shoppers