Data processing agreement

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This data processing agreement applies to everyone who uses FelixFlows. FelixFlows is software made by VICS, based in the Netherlands (Frambozenweg 29, 2321 KA Leiden, Chamber of Commerce 80445373). An organisation that has an account or uses FelixFlows in any other way (the customer) accepts this agreement by doing so.

The agreement contains the arrangements that article 28 of the General Data Protection Regulation (GDPR) requires. Terms such as personal data, data subject and personal data breach have the meaning the GDPR gives them.

1. Parties and roles

The customer decides what the personal data in FelixFlows is used for and is the controller. VICS processes that data on behalf of the customer and is the processor. VICS may rely on the person who accepts this agreement being authorised to do so on behalf of the customer.

For the data of the users themselves, such as their account and signing in, VICS is the controller. That is described in the privacy policy. Questions about this agreement go to info@felixflows.com.

2. Processing

VICS processes personal data only to provide and secure FelixFlows, and only on the instructions of the customer. Those instructions are the way the customer uses FelixFlows and the settings the customer chooses. The customer decides on what legal basis the data is collected. If VICS believes an instruction breaches the GDPR, VICS reports this straight away.

Part	What FelixFlows does with personal data for it
Clients, projects and tasks	Storing and showing contacts, documents and the conversation log
Forms	Offering forms, storing submissions and emailing a notification or confirmation
Leads and sequences	Storing leads and sending emails on behalf of the customer from the customer's own mailbox
Inbox	Reading email, notes, recorded calls and WhatsApp messages and suggesting tasks from them
Website analytics	Measuring visits to the customer's websites, without storing the IP address
Calendar and planning	Reading busy times to plan the day, and booking

Part	What FelixFlows does with personal data for it
	appointments through a form
Connections	Exchanging data with services the customer connects, such as an email program or the accounts

3. Personal data

The customer decides which personal data is in FelixFlows: what is entered, connected and collected. It concerns these kinds of data.

Data	Whose
Name, email address, phone number, company and job title	Contacts of clients, leads and people who fill in forms
Answers to forms	People who fill in forms
Content and attachments of email, notes, transcribed calls and WhatsApp messages	Senders, people in a conversation and anyone mentioned in them
Referring page, UTM codes, type of device, browser, and approximate country and city	Visitors to the customer's websites and forms
Time and title of appointments	Users and anyone named in the title of an appointment

FelixFlows does not ask for special categories of personal data. Free text, email and calls can contain them; the customer makes sure they are only processed where this is allowed.

FelixFlows does not store IP addresses with submissions and visits. The audio of a recording is not stored anywhere, only the transcribed text.

4. Subprocessors

VICS uses the services below for FelixFlows. With each of them, their own data processing agreement applies.

Service	Purpose	Where the data is
Vercel	Hosting and server functions of FelixFlows	Frankfurt (EU); Vercel is an American company
MongoDB Atlas	Database with the customer's data	EU

Service	Purpose	Where the data is
Bunny.net	Storage of files, attachments and images	EU
Resend	Sending sign-in emails and notifications	Ireland (EU); Resend is an American company
Anthropic	Reading email, notes, calls and WhatsApp messages in the inbox to suggest tasks, only when the customer uses the inbox	United States
Reson8	Transcribing spoken notes and recorded calls	The Netherlands; the audio is not stored
Google	Signing in with a Google account	No customer data; Google is an American company

VICS reports a new subprocessor to the customer by email at least 14 days in advance. The customer can object to it; if the parties cannot agree, the customer can terminate the agreement. VICS makes sure every subprocessor has at least the same obligations as VICS has under this agreement, and remains responsible for what they do with the data.

VICS stores the data within the European Economic Area (EEA). If data does leave the EEA, as with Anthropic, VICS ensures appropriate safeguards: an adequacy decision such as the EU-US Data Privacy Framework, or the standard contractual clauses of the European Commission.

Services the customer connects. A service the customer connects with an account of their own is not a subprocessor of VICS but a supplier of the customer. FelixFlows exchanges data with it on the customer's instructions. This covers the customer's own mailbox (Gmail, Outlook or through IMAP and SMTP), calendars from Google, Apple and Microsoft, WhatsApp via Zernio, Moneybird, ActiveCampaign (Mailblue), Lusha, DataForSEO and the conversion connections of Meta and LinkedIn.

5. Security

VICS protects the data with appropriate technical and organisational measures. A customer's data is only accessible to those with access to that customer's workspace.

- **Encrypted connections:** all traffic with FelixFlows and its connections runs over HTTPS.
- **Signing in:** with a Google account or with a one-time code by email. A code works for fifteen minutes and expires after five wrong attempts.
- **Access per workspace:** only members of a workspace see the data in it. The owner decides who is a member, and can limit a member to certain clients.
- **Keys and tokens:** keys and tokens of connections are stored encrypted (AES-256-GCM) and are never shown.

- **Files:** attachments and files on tasks are kept in shielded storage and only open through a link that is valid for five minutes.
- **Storage:** the database is hosted by MongoDB Atlas, which stores data encrypted on disk.
- **Secret blocks:** a password or login in a secret block of a document is never sent to the AI model, a download or a connection with an API key.
- **As little as possible:** the AI model only receives what it needs to suggest tasks, and Anthropic does not use that data to train models. VICS does not sell data and only shares it with the subprocessors and the customer's own connections.
- **Confidentiality:** anyone at VICS with access to the data is bound to confidentiality and only gets access as far as the work requires.
- **Review:** VICS reviews the measures regularly and adjusts them where needed.

6. Retention, rights and data breaches

The customer decides how long the data is kept, and can always delete it in FelixFlows. As long as the customer does not delete it, FelixFlows keeps it for as long as the account exists.

- **What disappears by itself:** mirrored WhatsApp messages after 90 days, and inbox attachments 7 days after the decision if they are not on a task.
- **End of the agreement:** VICS deletes the data and all copies within 30 days, or first returns it if the customer asks, unless the law requires VICS to keep it. On written request this also happens earlier, again within 30 days.
- **Requests from data subjects:** if someone asks for access, correction or deletion, the customer handles the request. VICS helps within 5 working days, for example by finding, correcting or deleting the data of that email address. If a request reaches VICS, VICS forwards it to the customer straight away.
- **Data breaches:** VICS reports a (suspected) data breach to the customer no later than 24 hours after discovery, with what is known at that point. This lets the customer report it to the Dutch Data Protection Authority within 72 hours where needed. VICS takes immediate measures to stop the breach and limit its consequences, and helps with reporting to the authority and to data subjects.

7. Assistance and audits

VICS helps the customer with the obligations the GDPR places on the customer, and shows that VICS complies with this agreement.

- **Impact assessment (DPIA):** VICS helps with a data protection impact assessment and with consulting the Dutch Data Protection Authority, with the information VICS has (articles 35 and 36 GDPR).
- **Records:** VICS keeps a record of the processing for customers (article 30(2) GDPR) and on request gives the customer the part that concerns it straight away.
- **Audit:** the customer may, at its own cost, have it checked whether VICS complies with this agreement

and the GDPR, itself or through an expert it appoints. Instead of or in addition to this, VICS can show how it works with documents.

8. Liability

The liability of VICS under this agreement is limited to what the customer paid VICS for FelixFlows in the 12 months before the event that caused the damage. The limitation does not apply in case of intent or wilful recklessness of VICS.

VICS is not liable for personal data that the customer or others process outside FelixFlows, such as with their own websites, tools or plug-ins, or in services the customer connects. The customer indemnifies VICS against claims about this.

9. Term and final provisions

This agreement applies as long as VICS processes personal data for the customer. It only ends once all data has been deleted or returned, as described in section 6.

- **Precedence:** if a customer has its own signed data processing agreement with VICS, that agreement prevails where it says something different.
- **Changes:** VICS can amend this agreement, for example for a new subprocessor or new legislation. The new version is published on this page with its date. If a change affects the customer, the customer is told in advance.
- **Invalid provision:** if a provision is invalid or unenforceable, the rest remains in force. The parties replace that provision with a valid one that comes as close as possible to its intent.
- **Applicable law:** this agreement is governed by Dutch law.
- **Disputes:** a dispute about this agreement goes to the competent Dutch court, unless the parties agree otherwise in writing.