

Data Processing Agreement

Version 1.0 · 17 October 2026

This Data Processing Agreement ("DPA") is between **Rising Vista LLC**, a Wyoming limited liability company operating MyIntelBrief ("MyIntelBrief", "Processor"), and the customer named below ("Customer", "Controller"). It forms part of the MyIntelBrief Terms of Service (the "Terms"). If this DPA and the Terms conflict on the handling of Customer Data, this DPA controls.

1. Definitions

- **Customer Data:** data Customer or its users give the Service, or that the Service holds on Customer's behalf, as listed in Schedule A.
- **Sub-Business:** a client business Customer adds under a white label plan (Terms §§ 13 and 17).
- **Subprocessor:** a third party MyIntelBrief engages that processes Customer Data.
- **Security Incident:** a confirmed breach of security leading to unauthorized access to, or accidental or unlawful loss, alteration or disclosure of, Customer Data.
- **Data Protection Laws:** the laws that apply to the processing of Customer Data under this DPA, which may include US state privacy laws and, where applicable, the GDPR and UK GDPR.

2. Roles

2.1 Customer is the controller of Customer Data, including its Sub-Businesses' data. MyIntelBrief processes Customer Data as Customer's processor (or as subprocessor, where Customer itself acts for a Sub-Business).

2.2 Customer is responsible for having the authority to give MyIntelBrief its Sub-Businesses' information and for any consent its Sub-Businesses require (Terms § 13).

3. Instructions

3.1 MyIntelBrief processes Customer Data only to provide the Service under the Terms, Customer's account settings, and Customer's other documented instructions, unless the law requires otherwise. In that case MyIntelBrief will tell Customer first, unless the law forbids it.

3.2 MyIntelBrief will not sell Customer Data, share it with other customers, or use it for any purpose other than providing and supporting the Service.

4. No model training

4.1 MyIntelBrief does not use Customer Data to train AI models, and its AI providers are contractually prohibited from training their models on it.

4.2 When Customer reports an error in a brief, MyIntelBrief may write a description of the error and how to avoid it into the Service's general instructions. That description will not identify Customer or any Sub-Business.

5. Confidentiality

Anyone MyIntelBrief authorizes to access Customer Data is bound by confidentiality obligations, and access is limited to what is needed to run and support the Service.

6. Security

MyIntelBrief maintains the measures in Schedule B and may update them, provided the overall level of protection does not go down.

7. Subprocessors

7.1 Customer authorizes MyIntelBrief to use the categories of Subprocessor listed in Schedule C. MyIntelBrief binds each Subprocessor to written data-protection terms at least as protective as this DPA, and remains responsible for its Subprocessors' performance.

7.2 MyIntelBrief keeps a named list of its Subprocessors. On request, it will provide that list to a Customer that has signed this DPA, as MyIntelBrief confidential information.

7.3 MyIntelBrief will give at least **30 days'** email notice before adding a new category of Subprocessor. If Customer reasonably objects on data-protection grounds and the parties cannot resolve the objection, Customer may terminate the affected Service and receive a pro-rata refund of prepaid fees for the unused period.

8. Security Incidents

8.1 MyIntelBrief will notify Customer without undue delay, and in any case within **72 hours**, after confirming a Security Incident affecting Customer Data.

8.2 The notice will describe what is known at the time, including the nature of the incident, the data affected, and the steps taken. MyIntelBrief will update Customer as it learns more and will reasonably help Customer meet its own notification duties.

9. Assistance

Taking into account the nature of the processing, MyIntelBrief will reasonably help Customer respond to data-subject requests and meet its other obligations under Data Protection Laws. Customer can export its data from Account Settings at any time.

10. Deletion and return

10.1 Customer may export its data at any time while its account is active.

10.2 MyIntelBrief deletes Customer Data within **30 days** of account deletion or termination, except billing records the law requires it to keep.

10.3 Encrypted backups expire on a rolling window of up to 30 days. Deleted data may persist in backups until it ages out, and it is not restored or used in the meantime.

10.4 Ongoing retention follows the Privacy Policy: briefs and competitor snapshots for 90 days (rolling), and AI input/output logs for 90 days.

11. Audits

MyIntelBrief will answer one reasonable written security questionnaire from Customer per year and will provide information reasonably needed to show compliance with this DPA. On-site audits are not offered. Confidential information shared under this section stays confidential.

12. International transfers

MyIntelBrief and its Subprocessors process Customer Data in the United States. Where Data Protection Laws require a transfer mechanism for data leaving the EEA, UK or Switzerland, the parties will rely on the EU Standard Contractual Clauses (and the UK Addendum) where applicable. These can be provided on request.

13. Liability; term

13.1 Each party's liability under this DPA is subject to the limitations and exclusions in the Terms.

13.2 This DPA lasts as long as MyIntelBrief processes Customer Data and ends automatically when that processing ends. Sections 5, 10 and 13 survive.

13.3 This DPA is governed by the law that governs the Terms (Terms § 18).

Schedule A: Processing details

- **Subject matter and purpose:** producing competitor-intelligence briefs and related reports from public information.
- **Duration:** while Customer has an account, plus the deletion periods in § 10.
- **Kinds of data:**
 - Customer's and its Sub-Businesses' business names, addresses, websites and service details.
 - Competitor lists.

- Notes and settings Customer enters.
- Names and work email addresses of Customer's users and brief recipients.
- Billing account identifiers. Card numbers are held only by the payment processor.
- **Data subjects:** Customer's staff and brief recipients, and contacts at Sub-Businesses.
- **Not processed:** The Service is not designed for sensitive personal data. That includes health information or PHI, patient or consumer records, financial account numbers, and government IDs. Customer will not submit such data.

Schedule B: Security measures

- TLS encryption for all data in transit.
- Database backups encrypted on MyIntelBrief's server before off-site upload; the storage provider holds no readable data.
- Dedicated server operated by MyIntelBrief; the hosting provider has physical, not logical, access.
- Administrative access limited to authorized personnel, with credentials kept out of source code.
- Retention limits enforced automatically on a schedule.
- Payment card data handled only by a PCI-compliant payment processor.
- A published vulnerability-reporting channel (myintelbrief.com/security).

Schedule C: Subprocessor categories

All are US-based and process data in the United States.

Category	Purpose	Customer Data involved
AI language-model providers	Writing and checking briefs	Business names, websites, public information about tracked businesses
Public-web research and business-listing providers	Finding public information about tracked businesses	Business names and locations being looked up
Email delivery	Sending briefs and account email	Recipient addresses and email content
Payment processing	Billing	Billing contact and payment details (entered directly with the processor)
Hosting	Server infrastructure	All Customer Data (physical access only)
Off-site backup storage	Disaster recovery	Encrypted backups only
Site analytics and bot protection	Site usage and abuse prevention	Browser and usage data of signed-in users

Signatures

Customer	Rising Vista LLC (MyIntelBrief)
Company:	
Signature:	Signature:
Name / title:	Name / title:
Date:	Date:

Return the signed copy to info@myintelbrief.com.