

DATA PROCESSING AGREEMENT

Last Updated: June 1, 2026

This Data Processing Agreement ("DPA") forms part of the agreement between AutoEmber Inc., a Delaware corporation doing business as Repaint ("Repaint"), and the customer using the Repaint Services ("Customer"). This DPA applies where Repaint processes Customer Personal Data on behalf of Customer in connection with the Services.

By using the Services, or by entering into an agreement that incorporates this DPA, Customer agrees to this DPA. If Customer and Repaint have entered into a separate written agreement that expressly incorporates this DPA, this DPA forms part of that agreement. If there is any conflict between this DPA and the agreement governing Customer's use of the Services, this DPA controls only with respect to the processing of Customer Personal Data.

1. Definitions

- 1.1 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.
- 1.2 "Agreement" means the Terms of Service or other agreement governing Customer's use of the Services.
- 1.3 "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Processing", and "Supervisory Authority" have the meanings given to them in applicable Data Protection Laws.
- 1.4 "Customer Personal Data" means Personal Data that Repaint processes on behalf of Customer as a Processor in connection with the Services.
- 1.5 "Data Protection Laws" means all data protection and privacy laws applicable to the processing of Customer Personal Data under this DPA, including, where applicable, the GDPR and UK GDPR.
- 1.6 "GDPR" means Regulation (EU) 2016/679, the General Data Protection Regulation.
- 1.7 "UK GDPR" means the GDPR as incorporated into the laws of the United Kingdom.
- 1.8 "Services" means Repaint's AI website builder, website rebuilding, website hosting, preview hosting, published site hosting, file management, contact form, AI generation, and related services.
- 1.9 "Subprocessor" means any third party engaged by Repaint to process Customer Personal Data on behalf of Customer in connection with the Services.

2. Roles of the Parties

- 2.1 For Customer Personal Data, Customer is the Controller and Repaint is the Processor.
- 2.2 Customer determines the purposes and means of processing Customer Personal Data, including the content Customer uploads, the websites Customer creates or publishes, and the information Customer collects from visitors through Customer's websites and contact forms.
- 2.3 Repaint may process certain Personal Data as a Controller for its own business purposes, including account administration, billing, customer support, product analytics, security, fraud prevention, service improvement, and legal compliance. This DPA does not apply to Personal Data processed by Repaint as a Controller.

3. Customer Instructions

- 3.1 Customer instructs Repaint to process Customer Personal Data as necessary to provide, maintain, secure, support, improve, and operate the Services.
- 3.2 Repaint will process Customer Personal Data only in accordance with Customer's documented instructions, including this DPA, the Agreement, Customer's use and configuration of the Services, and any other written instructions agreed by the parties.
- 3.3 Repaint may process Customer Personal Data as required by applicable law. Where legally permitted, Repaint will notify Customer before such processing.

4. Customer Responsibilities

- 4.1 Customer is responsible for complying with Data Protection Laws applicable to Customer's use of the Services.

4.2 Customer is responsible for ensuring that it has all required rights, permissions, notices, consents, and lawful bases needed to collect and process Customer Personal Data through the Services.

4.3 Customer is responsible for the content, files, images, videos, code, text, websites, forms, prompts, outputs, and other materials that Customer uploads to, generates with, publishes through, or otherwise processes using the Services.

4.4 Customer is responsible for its own website visitors, contact form submitters, customers, prospects, employees, contractors, and other Data Subjects whose Personal Data is processed through Customer's use of the Services.

4.5 Customer must not submit, collect, upload, store, or otherwise process sensitive Personal Data using the Services unless Repaint has expressly agreed in writing. Sensitive Personal Data includes health information, payment card numbers, government identification numbers, children's data, biometric data, precise financial account information, and other categories of sensitive or special category data under applicable law.

4.6 Customer is responsible for configuring its websites, forms, privacy notices, cookie notices, terms, and other customer-facing disclosures.

5. Details of Processing

5.1 The subject matter of the processing is Repaint's provision of the Services to Customer.

5.2 The duration of the processing is the period during which Customer uses the Services, plus any period during which Customer Personal Data is retained under this DPA, the Agreement, Repaint's standard retention practices, or applicable law.

5.3 The nature and purpose of the processing is to provide, maintain, secure, support, improve, and operate the Services, including AI-assisted website generation, website rebuilding, file management, site hosting, preview hosting, publication of websites, contact form processing, email delivery, analytics, debugging, and customer support.

5.4 The types of Customer Personal Data may include: (a) Customer account information, such as name, email address, account identifiers, authentication information, subscription information, and usage information; (b) Customer-uploaded or customer-generated content, including website files, images, videos, text files, code files, design assets, documents, prompts, generated content, and site configurations; (c) Website and contact form data, including names, email addresses, phone numbers, message contents, and other information submitted by visitors through Customer's websites or forms; (d) Technical and usage data, including logs, device information, browser information, IP addresses, analytics events, session replay data, and interaction data; (e) Billing-related identifiers and subscription information, excluding full payment card numbers processed by Repaint directly, which are handled by Repaint's payment processor; and (f) Support and operational information, including emails, support requests, bug reports, issue details, and related communications.

5.5 The categories of Data Subjects may include: (a) Customer's employees, contractors, administrators, and authorized users; (b) Visitors to Customer's websites; (c) Individuals who submit contact forms or otherwise interact with Customer's websites; (d) Customer's prospects, customers, clients, or other business contacts; and (e) Individuals whose information is included in materials uploaded, submitted, generated, or processed by Customer using the Services.

6. Repaint Personnel

6.1 Repaint will take reasonable steps to ensure that personnel who access Customer Personal Data are subject to confidentiality obligations or are otherwise bound by appropriate confidentiality duties.

6.2 Repaint may allow its personnel and contractors to access Customer Personal Data as reasonably necessary to provide, maintain, secure, debug, improve, or support the Services, investigate abuse or security issues, comply with law, or enforce the Agreement.

7. Security

7.1 Taking into account the nature, scope, context, and purposes of the processing, Repaint will implement reasonable technical and organizational measures designed to protect Customer Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure.

7.2 Repaint's security measures may include, as appropriate: (a) use of reputable cloud infrastructure providers; (b) access controls designed to limit access to Customer Personal Data to authorized personnel; (c)

authentication controls for internal systems; (d) encryption in transit where supported by the Services and relevant providers; (e) use of private repositories or restricted infrastructure for customer site code and related materials; (f) reasonable monitoring, logging, and debugging practices; (g) confidentiality obligations for personnel with access to Customer Personal Data; and (h) administrative and technical safeguards appropriate for Repaint's size, stage, Services, and risk profile.

7.3 Repaint does not represent that it maintains any particular security certification, audit report, attestation, or compliance program unless expressly stated in writing by Repaint.

8. Subprocessors

8.1 Customer provides general authorization for Repaint to engage Subprocessors to process Customer Personal Data in connection with the Services.

8.2 Repaint may use the Subprocessors listed in Schedule 2.

8.3 Repaint may add, replace, or remove Subprocessors from time to time. Repaint will make information about its Subprocessors reasonably available to Customer, including by providing the list in this DPA or another location designated by Repaint.

8.4 Repaint will enter into written agreements with Subprocessors that impose data protection obligations designed to protect Customer Personal Data in a manner consistent with this DPA, taking into account the nature of the services provided by the Subprocessor.

8.5 Repaint remains responsible for its Subprocessors' processing of Customer Personal Data to the extent required by applicable Data Protection Laws.

9. Data Subject Requests

9.1 If Repaint receives a request from a Data Subject relating to Customer Personal Data, Repaint may direct the Data Subject to Customer.

9.2 Taking into account the nature of the Services and the information available to Repaint, Repaint will provide reasonable assistance to Customer in responding to Data Subject requests to the extent required by Data Protection Laws.

9.3 Repaint is not required to provide assistance that would require disproportionate effort, custom engineering work, or measures outside the ordinary functionality and support practices of the Services, unless required by applicable law.

10. Assistance with Compliance

10.1 Taking into account the nature of the processing and information available to Repaint, Repaint will provide reasonable assistance to Customer as required by Data Protection Laws for Customer's compliance with obligations relating to security, breach notification, data protection impact assessments, and prior consultation with Supervisory Authorities.

10.2 Repaint may charge reasonable fees for assistance requested by Customer where such assistance is not included in the ordinary functionality or support practices of the Services, unless prohibited by applicable law.

11. Personal Data Breach

11.1 Repaint will notify Customer without undue delay after becoming aware of a confirmed Personal Data Breach affecting Customer Personal Data.

11.2 Repaint's notice will include information reasonably available to Repaint that Customer needs to meet its breach notification obligations, taking into account the nature of the Personal Data Breach and the information available to Repaint.

11.3 Repaint will take reasonable steps to investigate, mitigate, and remediate a Personal Data Breach affecting Customer Personal Data.

11.4 Repaint's notification of or response to a Personal Data Breach is not an admission of fault, liability, or responsibility.

12. Return and Deletion

12.1 Customer may delete certain Customer Personal Data through available Service functionality, including by deleting customer sites or files where supported by the Services.

12.2 Upon written request, or following termination of the Agreement, Repaint will delete Customer Personal Data within a commercially reasonable period, except to the extent Repaint is required or permitted to retain such data under applicable law, the Agreement, this DPA, or Repaint's standard retention, backup, archive, security, or legal compliance practices.

12.3 Customer acknowledges that deleted Customer Personal Data may persist for a limited period in backups, logs, archives, or other systems maintained for security, reliability, legal compliance, or disaster recovery purposes.

12.4 Repaint is not required to return or export Customer Personal Data except through functionality made available in the Services or as otherwise agreed in writing by Repaint.

12.5 Nothing in this DPA requires Repaint to provide export of source code, repositories, generated application code, infrastructure, proprietary systems, or other materials not made available through the Services.

13. Audits and Information Rights

13.1 Repaint will make available information reasonably necessary to demonstrate compliance with this DPA to the extent required by Data Protection Laws.

13.2 Customer may request such information by contacting support@repaint.com.

13.3 Customer agrees that any audit or inspection right under Data Protection Laws will be satisfied, where possible, through Repaint's provision of written responses, documentation, summaries, or other reasonable information.

13.4 On-site inspections, penetration tests, source code reviews, infrastructure reviews, or direct access to Repaint systems are not permitted unless legally required and separately agreed by Repaint in writing.

13.5 Any audit must be subject to reasonable advance notice, confidentiality obligations, reasonable scope and duration, no disruption to Repaint's business or systems, and Customer's payment of Repaint's reasonable costs unless prohibited by applicable law.

14. International Transfers

14.1 Customer acknowledges that Repaint is located in the United States and that Customer Personal Data may be processed in the United States and other countries where Repaint and its Subprocessors operate.

14.2 Customer authorizes Repaint and its Subprocessors to transfer Customer Personal Data outside the European Economic Area, the United Kingdom, and Switzerland as necessary to provide the Services.

14.3 Where Data Protection Laws require an approved transfer mechanism for such transfers, the parties will rely on appropriate safeguards, which may include standard contractual clauses, an applicable adequacy decision, or another lawful transfer mechanism.

14.4 To the extent the European Commission's standard contractual clauses are required for transfers of Customer Personal Data, the applicable standard contractual clauses are incorporated by reference and apply as necessary to validate the transfer.

15. Published Sites, Preview URLs, and Customer Content

15.1 Customer is responsible for deciding what Customer Content to upload, generate, preview, publish, or make available through the Services.

15.2 Customer acknowledges that preview URLs and published websites may be accessible to third parties, including where URLs are shared, guessed, indexed, linked, or otherwise discovered.

15.3 Repaint is not responsible for Customer's decision to publish, share, disclose, or make available Customer Content, including Customer Content that contains confidential information or Personal Data.

16. AI Processing

16.1 Customer acknowledges that the Services use artificial intelligence providers and related technologies to provide AI-assisted website generation, editing, labeling, content creation, speech, and related functionality.

16.2 Customer instructs Repaint to process Customer Personal Data using AI providers and related Subprocessors as reasonably necessary to provide the Services.

16.3 Customer is responsible for ensuring that Customer has the rights, permissions, notices, and lawful bases required to submit Customer Personal Data to the Services for AI processing.

16.4 Customer must not submit sensitive Personal Data for AI processing unless Repaint has expressly agreed in writing.

17. Limitation of Liability

17.1 Each party's liability arising out of or relating to this DPA is subject to the limitations of liability, exclusions, disclaimers, and other liability terms in the Agreement.

17.2 This DPA does not create any additional liability, indemnity, warranty, guarantee, service level, or remedy beyond those provided in the Agreement, except to the extent required by applicable law.

18. Confidentiality

18.1 Each party may receive confidential information from the other party in connection with this DPA.

18.2 Each party will use the other party's confidential information only as necessary to perform under this DPA or the Agreement and will not disclose it except to personnel, contractors, advisors, or Subprocessors who have a need to know and are subject to confidentiality obligations, or as required by law.

19. Notices

19.1 Notices to Repaint under this DPA should be sent to support@repaint.com.

19.2 Repaint may provide notices to Customer through the Services, by email to the account email address, or by other reasonable means.

20. Changes to this DPA

20.1 Repaint may update this DPA from time to time.

20.2 If Repaint makes material changes to this DPA, Repaint will provide notice by posting the updated DPA, updating the "Last Updated" date, or using another reasonable notice method.

20.3 Customer's continued use of the Services after an updated DPA becomes effective constitutes acceptance of the updated DPA.

21. Governing Law

21.1 This DPA is governed by the laws of the State of Delaware, without regard to conflict of law principles.

21.2 Any dispute arising out of or relating to this DPA will be resolved in accordance with the dispute resolution provisions of the Agreement. If the Agreement does not specify a forum, the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Delaware.

22. Order of Precedence

22.1 If there is a conflict between this DPA and the Agreement, this DPA controls only with respect to the processing of Customer Personal Data.

22.2 If there is a conflict between this DPA and any standard contractual clauses or other transfer mechanism required by applicable Data Protection Laws, the standard contractual clauses or required transfer mechanism will control to the extent of the conflict.

23. No Signature Required

23.1 This DPA is incorporated into and forms part of the Agreement. No signature is required for this DPA to be effective unless Repaint and Customer separately agree in writing.

23.2 If the parties choose to sign this DPA, they may do so through an order form, written agreement, or other mutually agreed process.

Schedule 1: Processing Details

A. Subject Matter

The subject matter of the processing is Repaint's provision of the Services to Customer, including AI-assisted website generation, website rebuilding, file management, hosting, previews, publication, contact forms, email delivery, analytics, support, debugging, and related operations.

B. Duration

The duration of the processing is the term of Customer's use of the Services, plus any period during which Repaint retains Customer Personal Data under the Agreement, this DPA, Repaint's standard retention practices, backup or archive practices, or applicable law.

C. Nature and Purpose of Processing

Repaint processes Customer Personal Data to provide, maintain, secure, support, improve, and operate the Services, including creating, rebuilding, editing, previewing, and publishing Customer websites; storing, managing, and processing Customer files; processing prompts, inputs, outputs, and related materials through AI models; hosting preview and published website versions; processing contact form submissions and delivering related emails; maintaining customer accounts and subscriptions; providing support, debugging, troubleshooting, and abuse prevention; conducting analytics, product improvement, and session replay; and maintaining security, logs, and operational reliability.

D. Types of Personal Data

Customer Personal Data may include names; email addresses; phone numbers; account identifiers; authentication and account information; subscription and billing identifiers; website content; uploaded files, images, videos, text, code, and documents; prompts, generated content, outputs, and site edits; contact form submissions; messages and communications; IP addresses; device, browser, log, analytics, and usage data; session replay and product interaction data; support requests and issue details; and any other Personal Data submitted by Customer or Customer's website visitors through the Services.

E. Categories of Data Subjects

Data Subjects may include Customer's users, employees, contractors, and administrators; Customer's customers, prospects, leads, clients, and business contacts; visitors to Customer websites; individuals who submit forms on Customer websites; and individuals whose Personal Data is included in Customer Content.

F. Sensitive Data

The Services are not intended for processing sensitive Personal Data. Customer must not submit sensitive Personal Data unless Repaint has expressly agreed in writing.

Schedule 2: Authorized Subprocessors

Customer authorizes Repaint to use the following Subprocessors:

Subprocessor	Purpose
Amazon Web Services	Cloud hosting, databases, storage, infrastructure, and related services.
Vercel	Frontend hosting, application hosting, deployment, and related services.
GitHub	Repository hosting, code storage, versioning, and development infrastructure for customer-generated websites and related systems.
Resend	Email delivery and related email logs, including contact form email delivery.
Stripe	Payment processing, subscriptions, usage-based billing, billing records, and related payment services.
Anthropic	AI model processing, content generation, website generation, and related AI functionality.
OpenAI	AI model processing, text-to-speech, content generation, and related AI functionality.
Google, including Gemini	AI model processing, image labeling, content analysis, and related AI functionality.
PostHog	Product analytics, usage analytics, session replay, debugging, and product improvement.
Linear	Support, issue tracking, bug tracking, product operations, and related customer support workflows.

Repaint may update this list from time to time in accordance with this DPA.

Schedule 3: Security Measures

Repaint maintains reasonable technical and organizational measures designed to protect Customer Personal Data, taking into account the nature of the Services, the nature of the processing, and Repaint's size and stage.

These measures may include:

1. Use of reputable cloud infrastructure providers;
2. Access controls for internal systems;
3. Limiting access to Customer Personal Data to personnel and contractors with a business need;
4. Authentication controls for relevant systems;
5. Encryption in transit where supported by the Services and relevant providers;
6. Private or access-controlled repositories and infrastructure for customer site code and related materials;
7. Logging, monitoring, and debugging practices intended to support reliability and security;
8. Confidentiality obligations for personnel and contractors with access to Customer Personal Data;
9. Reasonable backup, archive, and recovery practices where implemented by Repaint or its providers;
10. Reasonable administrative and technical safeguards appropriate for the Services.

Repaint does not represent that it has completed SOC 2, ISO 27001, PCI certification, HIPAA compliance, or any other specific certification or regulated compliance program unless expressly stated in writing by Repaint.