



Pravenya Inc., d/b/a Voycee  
legal@voycee.com  
<https://voycee.com/legal/dpa>

# Data Processing Agreement

Version 1.0  
Issued: 2026-07-11

## 1. Definitions

Capitalized terms have the meanings set out in this Section and in the underlying Voycee Terms of Service.

- Controller means the Voycee customer that determines the purposes and means of the processing of Personal Data.
- Processor means Voycee, which processes Personal Data on behalf of the Controller.
- Personal Data has the meaning in GDPR Article 4(1) and Cal. Civ. Code 1798.140(v).
- Subprocessor means any third party engaged by Voycee to process Personal Data on behalf of the Controller.
- Standard Contractual Clauses or SCCs means the EU Commission Implementing Decision (EU) 2021/914.

## 2. Subject matter, duration, nature and purpose

Voycee processes Personal Data to provide the Voycee voice receptionist platform, including answering inbound calls, transcribing audio, generating call summaries, booking appointments through integrated calendars, sending SMS notifications, and producing analytics for the Controller. Processing continues for the duration of the Controller subscription, plus the data retention period set in Section 11.

## 3. Categories of data subjects and Personal Data

Categories of data subjects:

- Controller authorized users (account holders)
- End callers (the Controller customers and prospects)
- Recipients of outbound communications initiated by the Controller
- Categories of Personal Data: identifiers, audio recordings, transcripts and summaries, call metadata, captured fields, billing details, technical data.

## 4. Obligations of the Processor

Voycee will:

- Process Personal Data only on documented instructions from the Controller
- Ensure that personnel are bound by confidentiality obligations
- Implement the technical and organizational measures described in Annex A
- Assist the Controller with data subject requests under GDPR Chapter III
- Notify the Controller without undue delay, and in any event within 72 hours, of a Personal Data Breach
- Make available the information necessary to demonstrate compliance

## 5. Subprocessing

The Controller grants Voycee general authorization to engage subprocessors. The current list is published at <https://voycee.com/legal/subprocessors>. Voycee will provide at least 30 days notice before engaging a new subprocessor that processes Personal Data. The Controller may object on reasonable grounds. Voycee remains liable for the acts of its subprocessors.

## 6. International data transfers

Where Personal Data of EEA, UK, or Swiss data subjects is transferred outside its origin region, the parties incorporate the EU Standard Contractual Clauses (2021/914), Module Two (Controller to Processor), by reference. The UK International Data Transfer Addendum and the Swiss FDPIC adaptations apply where relevant.

## 7. Data subject rights

Voycee will, taking into account the nature of the processing, assist the Controller with appropriate technical and organizational measures to fulfill requests to exercise data subject rights under GDPR Chapter III, including access, rectification, erasure, restriction, portability, and objection.

## 8. Personal Data Breach notification

Voycee will notify the Controller without undue delay and in any event within 72 hours after becoming aware of a Personal Data Breach affecting the Controller Personal Data, including the information required by GDPR Article 33(3) to the extent reasonably available.

## 9. Data Protection Impact Assessment

Voycee will, at the Controller reasonable request, provide information and assistance reasonably necessary to enable the Controller to conduct a DPIA under GDPR Article 35 or to consult a Supervisory Authority under Article 36.

## 10. Audit rights

Voycee will make available, on request, the most recent third-party audit reports, security questionnaires, and policy summaries necessary to demonstrate compliance. The Controller may, no more than once per calendar year and at the Controller expense, conduct an audit on at least 30 days written notice, subject to confidentiality and reasonable scheduling.

## 11. Return or deletion of Personal Data

Upon termination of the Controller subscription, Voycee will, at the Controller choice, return or delete all Personal Data within 30 days, except where retention is required by applicable law. Audit logs may be retained for up to seven years to comply with contractual and statutory record-keeping obligations.

## 12. Liability

The aggregate liability of each party under this DPA is subject to the limitations and exclusions of liability set forth in the underlying Voycee Terms of Service or applicable order form.

## 13. Governing law and jurisdiction

This DPA is governed by the laws of the State of Delaware, United States, without regard to conflict of law provisions, except where local data protection law mandates otherwise.

## Annex A. Technical and organizational measures

Voycee maintains the following measures:

- Encryption in transit: TLS 1.2 or higher on all endpoints
- Encryption at rest: Azure Storage server-side encryption and PostgreSQL Transparent Data Encryption
- Authentication: Clerk-managed SSO with multi-factor support; signed webhooks on Stripe, Clerk, Twilio, LiveKit
- Access controls: role-based access enforced at the API guard layer; tenant scoping on every Prisma query
- Audit logging: write operations on billing, roles, integrations, and BAA-related actions are logged
- Backups: PostgreSQL point-in-time restore with a 7-day window; Azure Blob geo-redundant storage
- Vulnerability management: dependency monitoring via Dependabot; security policy at /security

## Annex B. Contact

Privacy contact: [privacy@voycee.com](mailto:privacy@voycee.com). Security contact: [security@voycee.com](mailto:security@voycee.com).