

DATA PROCESSING ADDENDUM (DPA)

VOIPHUB TECHNOLOGIES LIMITED

Last updated: 2 February 2026

1. Purpose and Relationship

This Data Processing Addendum (“DPA”) forms part of the contractual arrangements between **VOIPHUB TECHNOLOGIES LIMITED** (“Voiphub”) and its customer (“Customer”).

This DPA applies **only to the extent** that Voiphub processes **personal data on behalf of the Customer** in the course of providing telecommunications services.

2. Roles of the Parties

2.1 For the purposes of the **UK General Data Protection Regulation (UK GDPR)**:

- the Customer acts as **data controller**;
- Voiphub acts as **data processor**, **solely to the extent** it processes personal data on the Customer’s documented instructions.

2.2 Where Voiphub processes personal data for its **own compliance, security, fraud-prevention or legal obligations**, Voiphub acts as an **independent data controller**.

3. Subject Matter and Duration

- **Subject matter:** routing and transit of telecommunications traffic and related operational data
- **Duration:** for the term of the services and any legally required retention period
- **Nature of processing:** transmission, routing, monitoring, logging and storage
- **Purpose:** provision of services, security, fraud prevention, legal compliance

4. Categories of Data and Data Subjects

4.1 Categories of Personal Data

- call detail records (CDRs) and messaging metadata;
- IP addresses, timestamps and routing identifiers;
- business contact data of Customer representatives.

Voiphub does **not intentionally process call or message content**, except where strictly necessary for fraud prevention, quality assurance or legal compliance.

4.2 Categories of Data Subjects

- Customer's business users;
- end users of Customer's services (to the extent metadata constitutes personal data).

5. Customer Instructions

5.1 Voiphub shall process personal data **only on documented instructions** of the Customer, as necessary to provide the services.

5.2 The Customer warrants that its instructions are lawful and compliant with applicable data protection laws.

6. Confidentiality

Voiphub ensures that persons authorised to process personal data are subject to appropriate confidentiality obligations.

7. Security Measures

Voiphub implements **appropriate technical and organisational measures**, taking into account:

- the nature of telecommunications traffic;
- the risk of fraud, abuse and unauthorised access;
- industry security practices.

Such measures include access controls, monitoring, incident-response procedures and operational safeguards.

8. Sub-Processors

8.1 The Customer authorises Voiphub to engage **sub-processors** as necessary for service provision, including:

- telecommunications operators and interconnection partners;
- hosting and infrastructure providers;
- security and monitoring service providers.

8.2 Voiphub ensures that sub-processors are subject to data protection obligations substantially similar to those set out in this DPA.

9. International Transfers

Where personal data is transferred outside the United Kingdom, Voiphub shall ensure appropriate safeguards, including:

- UK adequacy regulations;
- UK International Data Transfer Agreement (IDTA);
- standard contractual clauses or equivalent protections.

10. Data Subject Rights

10.1 Where Voiphub receives a data subject request relating to data processed on behalf of the Customer, Voiphub shall:

- notify the Customer without undue delay;
- reasonably assist the Customer in responding, to the extent legally required.

10.2 Voiphub shall not respond directly unless required by law.

11. Personal Data Breaches

11.1 Voiphub shall notify the Customer **without undue delay** upon becoming aware of a personal data breach affecting data processed under this DPA.

11.2 Notification shall include information reasonably necessary for the Customer to assess and respond to the breach.

12. Audits and Information

12.1 Upon reasonable request, Voiphub shall provide information necessary to demonstrate compliance with this DPA.

12.2 Audits, if any, shall be subject to reasonable notice, scope and confidentiality restrictions and shall not compromise network security or other customers.

13. Data Deletion and Retention

Upon termination of services, Voiphub shall:

- delete or anonymise personal data processed on behalf of the Customer; or
- retain such data where required by law, regulatory obligations or legitimate operational needs.

14. Liability

Liability arising under this DPA shall be subject to the limitations of liability set out in the applicable Terms of Service or master agreement.

15. Governing Law

This DPA shall be governed by and construed in accordance with the **laws of England and Wales**.

16. Precedence

In the event of conflict between this DPA and other contractual documents, this DPA shall prevail **only in respect of data protection matters**.

17. Contact

VOIPHUB TECHNOLOGIES LIMITED

Data Protection / Privacy: privacy@voiphub.com

Legal: legal@voiphub.com