Merchant Fee Advocate

Data Processing Agreement (DPA)

Last Updated: 02/04/2025

1. Parties and Scope

1.1 Parties

- Data Controller: Merchant/Referral Partner
- Data Processor: Merchant Fee Advocate
- Sub-processors: Payment providers, technology vendors

1.2 Scope

Covers processing of:

- Merchant information
- Transaction data
- Customer data
- Financial records

2. Definitions

- "Personal Data": Any information relating to identified persons
- "Processing": Any operation performed on data
- "Data Subject": Person to whom data relates
- "Breach": Security incident affecting data

3. Data Protection Obligations

3.1 MFA will:

- Process data only as instructed
- Ensure staff confidentiality
- Implement security measures
- Assist with data subject rights

- Support compliance audits
- Report data breaches
- Delete/return data as requested

3.2 Security Measures

- Encryption in transit/rest
- Access controls
- Monitoring systems
- Regular testing
- Staff training
- Incident response

4. Sub-processors

4.1 Authorization

- General authorization for providers
- Notice of new sub-processors
- Objection right to changes
- Sub-processor contracts

4.2 Requirements

- Written agreements
- Equivalent obligations
- Regular audits
- Breach reporting

5. Data Subject Rights

MFA will assist with:

- Access requests
- Correction requests
- Deletion requests
- Portability requests
- Processing objections

6. Data Breach

6.1 Notification

- Within 24 hours
- Detail description
- Affected data
- Remediation steps

6.2 Response

- Investigation
- Containment
- Remediation
- Prevention

7. Audits

7.1 Rights

- Annual audits
- Post-incident audits
- Regulatory requirements
- Certification reviews

7.2 Process

- Reasonable notice
- Business hours
- Minimal disruption
- Confidentiality

8. Data Transfers

8.1 Locations

- U.S. processing
- Approved territories
- Transfer safeguards
- Legal mechanisms

8.2 Safeguards

- Standard contractual clauses
- Privacy Shield
- Binding corporate rules
- Adequacy decisions

9. Term and Termination

- Coterminous with service
- Survival of obligations
- Data deletion/return
- Certification of compliance

10. Liability

- Indemnification
- Direct damages
- Regulatory fines
- Third-party claims

11. Modifications

- Written amendments
- Regulatory compliance
- Notice of changes
- Objection rights