D20 INVOICE AI

Data Processing Agreement (DPA)

Last updated 11 June 2026 · The processor terms that apply when D20 processes personal data in your invoices on your behalf.

1. Scope and roles

This Data Processing Agreement forms part of the Terms of Service between D20 Invoice AI ("D20", "we", "us") ("Processor") and the Customer ("Controller"). It applies to personal data contained in invoices, emails, supplier records and accounting data that the Customer submits to the Service ("Customer Personal Data"). It is drafted to satisfy Article 28 UK GDPR and, where applicable, EU GDPR.

2. Details of processing

Item	Description
Subject matter	Provision of the D20 invoice coding, approval and accounting-sync service
Duration	The term of the Customer's subscription plus the 30-day export window
Nature and purpose	Storage, OCR/AI extraction, categorisation, duplicate detection, approval workflow, reporting and transmission to accounting systems chosen by the Customer
Categories of data subjects	Customer's staff; staff and contacts of the Customer's suppliers; individuals named on invoices
Categories of personal data	Names, business contact details, job titles, bank details printed on invoices, VAT and company numbers, amounts and payment status, sign-in and audit metadata
Special category data	None intended; the Customer must not submit special-category or criminal-offence data

3. Processor obligations

- Process Customer Personal Data only on the Controller's documented instructions (the Service configuration and these terms), unless required by law, in which case we tell you first where permitted.
- Ensure staff with access are bound by confidentiality.
- Implement the technical and organisational measures described on the Security page.
- Assist the Controller with data-subject requests, security, breach notification and DPIAs, taking into account the nature of processing.
- Notify the Controller of a personal-data breach without undue delay and within 72 hours of becoming aware.
- Delete or return Customer Personal Data at the end of the Service as described in the Privacy Policy, unless law requires retention.
- Make available the information needed to demonstrate compliance and allow audits (see section 6).

4. Sub-processors

The Controller gives general authorisation to the sub-processors below. We will give at least 30 days' notice by email to workspace admins before adding or replacing a sub-processor; the Controller may object on reasonable data-protection grounds, in which case either party may terminate the affected part of the Service.

Sub-processor	Purpose	Location
Emergent (hosting & AI gateway)	Application hosting, managed database, routing of AI extraction requests	EU / US

Sub-processor	Purpose	Location
OpenAI	AI extraction and ledger-code suggestions from invoice documents	US
Stripe	Subscription billing and payments	US / EU
Resend	Transactional email and inbound forwarding address	EU (inbound) / US
Google (Gmail API)	Only if the Customer connects a Gmail mailbox	US / EU
Xero, FreshBooks, Zoho, Sage	Only the accounting system(s) the Customer connects	Per provider

5. International transfers

Transfers outside the UK are made under the UK International Data Transfer Addendum to the EU SCCs, an adequacy regulation, or another valid mechanism. We will provide copies of the relevant terms on request.

6. Audit

Once in any 12-month period, on 30 days' notice, the Controller may audit our compliance with this DPA by written questionnaire and review of our security documentation; an on-site audit may be requested where a regulator requires it or following a breach, at the Controller's cost and subject to confidentiality.

7. Liability and precedence

Liability under this DPA is subject to the limitations in the Terms of Service. If there is a conflict between this DPA and the Terms, this DPA prevails for data-protection matters.

8. Signing

This DPA is accepted electronically by the Customer when creating a workspace. Customers who require a countersigned copy can email privacy@d20invoice.com and we will return a signed PDF within 5 business days.

Execution

Both parties sign below to execute this Data Processing Agreement. Email the signed copy to privacy@d20invoice.com and we will return a countersigned PDF.

Signed for and on behalf of the Customer (Controller)

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

Signed for and on behalf of D20 Invoice AI (Processor)

Signature: _____

Name: _____

Title: _____

Company: D20 Invoice AI

Date: _____

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