
Data Processing Agreement

The GDPR Article 28 terms under which Leadomos processes, on behalf of each customer, the data of the businesses and people it finds in their searches

Edition	1.0, 31 October 2026
Audience	Leadomos customers (data controllers).
Reference	LDM-DPA

1 Terms

1.1 Parties and purpose

Controller: the Leadomos customer who accepts the terms and conditions ("the Customer").

Processor: Guillermo Gómez Benavides, self-employed, trading as DETERMOS, owner of Leadomos. Avenida de Gibraltar 3, 28903 Getafe (Madrid), Spain. Contact: contactleadomos@gmail.com · +34 644 38 84 30. Tax ID available on request.

Purpose. This agreement governs the personal data that Leadomos processes on the Customer's behalf when providing the service, under Article 28 of Regulation (EU) 2016/679 (GDPR) and Spanish Organic Law 3/2018 (LOPDGDD). It prevails over any other terms as regards data protection.

1.2 The processing

Subject matter	Searching for businesses with the criteria the Customer sets, obtaining their public data, storing it in the Customer's account, drafting messages to them with AI, and exporting it or sending it to the integrations the Customer connects
Duration	For as long as the Customer keeps their account; each search's data, until the Customer deletes it or the account
Nature	Automated collection from public sources, filtering (including the exclusion list), AI analysis and drafting, storage, consultation, export and sending to integrations
Purpose	The one the Customer decides: getting to know and contacting businesses to offer them their services
Types of data	Business and contact data published by the businesses: name, role, email, phone, website, social profiles, Google Maps listing, public reviews and their authors; on the Business plan, LinkedIn contacts of decision-makers at the business
Data subjects	People linked to the businesses searched: sole traders, employees with published business details, review authors
Source	Google Maps and the businesses' own public websites and profiles, checked at the time of each search

Leadomos does **not** use this data for its own purposes, does **not** share it between customers or sell it, and does **not** keep a shared database: each search runs for one customer and its results are theirs alone. No special categories of data (GDPR Art. 9) or children's data are processed.

1.3 Leadomos's obligations as processor

- 1. Instructions.** It processes the data only on the Customer's documented instructions, which are their searches and actions in the application and this agreement. If a law requires otherwise, it will tell the Customer first, unless the law forbids it. If it believes an instruction infringes the GDPR, it will say so

at once.

2. **Confidentiality.** Anyone with access to the data is bound to secrecy, also after their relationship ends. The admin panel does not show the content of searches, and a specific search is only accessed to handle a Customer request or by legal obligation.
3. **Security.** It applies the GDPR Article 32 measures described in section 1.6.
4. **Sub-processors.** The Customer gives general authorisation for those in section 1.5. Leadomos will give at least **15 days'** notice of any addition or change; the Customer may object and, if so, terminate the agreement. Each sub-processor is bound by contract to the same obligations, and Leadomos remains liable to the Customer for them.
5. **Data subject rights.** It helps the Customer respond: searches and leads can be deleted and exported, and all data downloaded, from the application. If a data subject contacts Leadomos, it will pass the request on to the Customer without delay. Anyone who asks not to appear in Leadomos (`leadomos.com/remove`) goes on the exclusion list and no longer appears in any new search.
6. **Assistance.** It helps the Customer, with the information available to it, comply with GDPR Articles 32 to 36 (security, breach notification, impact assessments and prior consultation).
7. **Data breaches.** It will notify the Customer **without undue delay and at the latest within 48 hours** of becoming aware of a breach affecting their data, with what it knows at the time (what happened, which data and how many data subjects, likely consequences and measures), and will keep it updated.
8. **End of service.** When the Customer deletes a search or their account, its results are deleted. Backups expire within 14 days and technical logs within 30. Before deleting the account, the Customer can download their data.
9. **Information and audits.** It will make available to the Customer the information needed to demonstrate compliance with this agreement and allow audits, by the Customer or an auditor bound to secrecy whom the Customer appoints, with 30 days' notice, once a year unless there has been a breach, at the Customer's expense.
10. **International transfers.** Only with the safeguards in section 1.5 (EU-US Data Privacy Framework or the European Commission's standard contractual clauses).
11. **Records.** It keeps a record of processing activities as processor (GDPR Art. 30.2).

1.4 The Customer's obligations as controller

- Deciding whom to search and why, and having a legal basis to process the data and to contact those people; usually, the legitimate interest in business-to-business prospecting, balanced against the data subjects' rights.
- Informing data subjects under GDPR Article 14, at the latest at the first contact (who they are, where they got the data and how to object).
- Following each country's rules on marketing communications: in the US, CAN-SPAM; in the UK, PECR; in Spain, the LSSI (Art. 21) requires prior consent for marketing email, also to businesses, except existing customers.
- Handling objections and requests from data subjects, and keeping the data only while it is useful.
- Not using the service for the purposes prohibited in the terms (section 8).

1.5 Authorised sub-processors

Sub-processor	What it does	Where	Transfer safeguard
Apify Technologies s.r.o.	Collects the public data for each search	Czech Republic (EU)	No transfer
Google Cloud / Firebase (Google)	Stores account and search data (Firestore in Madrid) and runs the functions (Belgium)	EU	No transfer for search results
OpenAI, LLC	Analyses the businesses and drafts the messages; does not use the data to train its models	United States	EU-US Data Privacy Framework and standard contractual clauses

When the Customer sends leads to an integration they connect themselves (for example, Instantly), that provider processes the data on the Customer's behalf under its own contract with them: it is not a Leadomos sub-processor.

1.6 Security measures

- **Encryption** in transit (TLS) and at rest; integration keys additionally encrypted with a key of our own.
- **Access control:** each account can only read its own data (database rules as a closed list, with automated tests). Admin access requires an authorised account with two-step verification, logs every action with a reason, and does not show the content of searches.
- **Backups:** point-in-time recovery for 7 days and a daily backup kept for 14 days, with restoration tested; the database is protected against deletion.
- **Monitoring:** alerts for errors, email and payment failures, and a daily check of every service; each unexpected error has a code to trace it.
- **Minimisation:** exclusion list identifiers and the IP addresses used for usage limits are stored as hashes; technical logs last 30 days.
- **Written breach procedure,** with an incident register and the deadlines in section 1.3.

1.7 Acceptance and signature

This agreement is incorporated into the Leadomos terms and conditions and is accepted by the Customer by accepting them (the application stores the version and date). It lasts as long as the relationship between the Customer and Leadomos and, as regards deleting the data, until that is done. It is governed by Spanish law and, where not provided for, by the GDPR.

For the processor: Guillermo Gómez Benavides (DETERMOS), owner of Leadomos. Getafe, 31 October 2026.

For the controller: accepted by the Customer together with the terms and conditions (version 2026-10-28). If you need a copy signed by both parties with your details, write to contactleadomos@gmail.com.