Data Processing Agreement

WasapFlow Bridge Partner Programme · Version 1.0 · 5 November 2026

This Data Processing Agreement ("**DPA**") forms part of the agreement under which the Partner uses the WasapFlow Bridge service (the "**Service**").

Processor	**KOBARAN TEGUH SDN. BHD.** (202601001919 / 1664016-P), operating WasapFlow Bridge No. 49, Jalan SILC 2/16, Taman Perindustrian SILC, 79200 Iskandar Puteri, Johor, Malaysia support@wasapflow.com
Controller ("Partner")	Company name: _____ Registration no.: _____ Address: _____ Contact email: _____

1. What the Service is

WasapFlow Bridge is a connection layer, not a messaging inbox. It connects the Partner's own software to the official WhatsApp Business Platform (Cloud API) run by Meta. The Partner's customers connect their own WhatsApp Business numbers through Meta's Embedded Signup.

Messages pass through the Service in real time. Outgoing messages go from the Partner's system to Meta, and incoming messages and status updates go from Meta to the Partner's webhook. **The conversations, contact lists and inbox live in the Partner's own system, not in ours.** We do not offer an inbox, we do not read messages, and we do not build contact databases.

2. Roles

For personal data in messages exchanged through the Service, the Partner (or the Partner's customer, as the case may be) is the controller and WasapFlow acts only as a processor. The Partner is responsible for having a lawful basis for the messages it sends, including recipient opt-in as required by Meta's WhatsApp Business policies. Meta processes WhatsApp data under its own terms with the business that owns each WhatsApp Business Account.

3. Data processed and how long it is kept

Category	What and why	Retention
Message content (text, media references, interactive replies)	Passed through in transit only, to deliver it between Meta and the Partner's endpoint. Not written to our database when delivery succeeds.	Not stored

Undelivered webhook events	If the Partner's endpoint is down or rejects an event, the event is kept in a delivery buffer so that the Partner can replay it.	Deleted automatically after 30 days
Broadcast jobs (only if the Partner uses our optional broadcast endpoint)	The recipient list and template variables of the job, kept so the job can run in batches and its results can be reported.	For the life of the Partner account; deleted earlier on request
Operational metadata	Message IDs, phone number IDs, recipient numbers, timestamps, delivery status, API endpoint, response code and Meta pricing category. Used for delivery tracking, billing, usage limits, security and audit. Contains no message text.	For the life of the Partner account; deleted within 30 days of account closure
Access credentials	The access token Meta issues for each connected WhatsApp Business Account, used to send on that account's behalf.	Stored encrypted (AES-256); deleted when the account is closed
Partner account data	Name, email, company, billing details and support tickets of the Partner (not of end customers).	For the life of the account; deleted within 30 days of closure, except where law requires longer (e.g. invoices)

4. Processor obligations

1. Process personal data only on the Partner's documented instructions, which are given through the Partner's use of the Service and its API, and for no other purpose.
2. Do not sell personal data, use it for advertising or profiling, or use message content to train models.
3. Ensure that staff with access are bound by confidentiality.
4. Apply the security measures in section 7.
5. Help the Partner, as far as reasonably possible, to respond to data subject requests (access, correction, deletion) and to meet its obligations under applicable data protection law. This includes, where they apply to the Partner, the Malaysian Personal Data Protection Act 2010 (as amended), the EU and UK GDPR, Turkey's KVKK (Law No. 6698), Brazil's LGPD, Saudi Arabia's PDPL, the UAE's PDPL (Federal Decree-Law No. 45 of 2021), Qatar's PDPPL, Mexico's LFPDPPP, Colombia's Law 1581, Chile's Law 19.628, Peru's Law 29733, Singapore's PDPA, Indonesia's PDP Law and India's DPDP Act.
6. Notify the Partner without undue delay, and no later than 72 hours after becoming aware, of a personal data breach affecting the Partner's data, with the information reasonably available.
7. On request, provide the information reasonably necessary to demonstrate compliance with this DPA.

5. Sub-processors

The Partner authorises the following sub-processors. We will give at least 30 days' notice by email before adding or replacing a sub-processor that handles Partner data. The Partner may object on reasonable data protection grounds, and if no solution is found, may terminate the Service.

Sub-processor	Purpose	Location
Meta Platforms (WhatsApp Business Platform)	Message delivery; Meta is the operator of WhatsApp	Per Meta's terms
DigitalOcean, LLC	Server hosting and database	Singapore
Cloudflare, Inc.	Network security, DDoS protection, TLS	Global edge network
Stripe, Inc.	Partner billing (Partner's payment data only)	USA / global
Brevo (Sendinblue SAS)	Transactional email to the Partner (account and billing notices)	EU

6. International transfers

Data processed by the Service is hosted in Singapore. Where the Partner's law requires a transfer mechanism for data leaving its country (for example GDPR Chapter V, KVKK Article 9, LGPD Article 33 or Saudi PDPL Article 29), the parties will cooperate in good faith to put the required mechanism in place, such as standard contractual clauses.

7. Security measures

- TLS encryption for all traffic to and from the Service, Meta and the Partner's webhook.
- Access tokens encrypted at rest with AES-256.
- Every webhook request is signed with HMAC-SHA256 using a secret unique to the Partner, so the Partner can verify that it came from us.
- Per-Partner API keys, rate limits and isolation, so a Partner can only access its own connected numbers.
- Production server access is restricted to authorised personnel using SSH keys.
- Automatic deletion of the undelivered-event buffer after 30 days.

8. End of the Service

When the Partner removes a number, we unsubscribe our app from that WhatsApp Business Account and stop processing for it. Each business keeps full ownership of its WhatsApp Business Account and phone number, and can move them to another provider or to Meta directly. When the Partner account is closed, we delete the Partner's data within 30 days, except for records that the law requires us to keep.

9. General

This DPA stays in force for as long as we process personal data for the Partner. If it conflicts with the main service terms on data protection, this DPA prevails. Liability under this DPA is subject to the limitations in the main service terms. This DPA is governed by the laws of Malaysia.

Signatures

For KOBARAN TEGUH SDN. BHD. (WasapFlow Bridge)	For the Partner
Name / title / date	**Name / title / date**