IDX Product Designer — Data Processing Addendum

Last updated: November 16, 2026

At a glance

- **You (the Shop) control your customers' data. We process it only to run the designer for you.**
- **Short, automatic deletion:** unordered designs 14 days, proof records 7 days, AI images 24 hours, ordered designs 90 days after the order (after your site has its copy).
- **When your subscription ends,** we delete your setups, photos and unordered designs 7 days later.
- **We tell you about breaches** within 72 hours of confirming one, and give notice before adding a sub-processor.

1. How this DPA works

1.1 This DPA is part of the Terms of Service between the Shop and **IDX Texas LLC** (TEAM IDX), PO Box 02, Flint, Texas 75762. It applies when the Shop accepts the Terms on the sign-up page; no separate signature is needed. A signed copy is available on request at helpus@teamidx.com.

1.2 It applies to personal data TEAM IDX processes for the Shop through the Service ("Shop Personal Data").

1.3 Words such as "controller," "processor," "personal data," "processing" and "data subject" have the meanings in applicable U.S. state privacy laws, such as the California Consumer Privacy Act (CCPA/CPRA). Under those laws the Shop is the "business" or "controller," and TEAM IDX is the "service provider," "contractor" or "processor."

2. Details of processing

Item	Details
Subject matter	Hosting and running the IDX Product Designer for the Shop
Duration	The term of the Terms, plus the deletion periods in Section 10
Nature and purpose	Storing, rendering and showing designs; making proofs and order files and copying them to the Shop's site; creating AI images; sending proof emails; security and troubleshooting
Types of data	What customers put in designs (may include photos of people, names or other text); email addresses entered for proofs; AI prompts (sent to xAI, kept only as a hash); IP addresses and technical log data
Data subjects	The Shop's customers and site visitors who use the designer, and people shown in their photos
Special categories	Not intended. The Shop must not use the Service to collect sensitive data.
Retention	As set out in the Privacy Policy, Section 3

3. Processing only on instructions

3.1 TEAM IDX processes Shop Personal Data only on the Shop's documented instructions. The Terms, this DPA and the Shop's settings in the Service (for example the per-product switches for photo uploads and AI images) are those instructions.

3.2 TEAM IDX will tell the Shop if it believes an instruction breaks data protection law.

3.3 If the law requires TEAM IDX to process data in another way, it tells the Shop first, unless the law forbids that.

3.4 TEAM IDX does not monitor or review the content of designs. It acts on valid complaints, such as copyright notices, as described in the Terms.

4. U.S. state law service-provider terms

TEAM IDX will not:

- **sell** or **share** Shop Personal Data (as those terms are defined in the CCPA/CPRA and similar laws),
- keep, use or disclose it for any purpose other than providing the Service,
- keep, use or disclose it outside the direct business relationship with the Shop, or
- combine it with personal data from other sources, except as those laws allow.

TEAM IDX will comply with applicable state privacy laws and provide the level of protection they require, and will tell the Shop if it can no longer meet these obligations. The Shop may take reasonable steps to stop and fix unauthorized use. TEAM IDX certifies that it understands these restrictions.

5. Confidentiality

TEAM IDX makes sure anyone allowed to process Shop Personal Data is bound by confidentiality duties.

6. Security

6.1 TEAM IDX uses the technical and organizational measures in Privacy Policy Section 7, including HTTPS, checking uploaded files, removing camera and location data from JPEG photos, short automatic retention, hashed AI prompts, expiring proof links and encrypted off-server backups.

6.2 The Service runs on a single server with no failover (Terms Section 4). Design files for each order are copied to the Shop's own site automatically; the Shop is responsible for keeping those copies.

7. Sub-processors

7.1 The Shop gives general authorization for TEAM IDX to use sub-processors. The current list is in Privacy Policy Section 6: **Hostinger** (server and storage, United States), **Hostinger email** (proof and account emails) and **xAI** (AI images, United States). Square processes the Shop's own subscription payments under its own terms.

7.2 TEAM IDX gives at least **30** days' email notice before adding or replacing a sub-processor.

7.3 The Shop may object in writing on reasonable data protection grounds within that notice period. If we cannot resolve it, the Shop may cancel. Fees already paid are not refunded, except as the Terms (Section 3.8) allow.

7.4 TEAM IDX uses data protection terms with each sub-processor that protect data at least as well as this DPA, as far as the provider's standard terms allow, and remains responsible for its sub-processors.

8. Help with requests and compliance

8.1 **Requests from people.** If TEAM IDX receives a request from a Shop's customer, it sends it to the Shop and does not answer it directly, unless the Shop agrees or the law requires. TEAM IDX helps the Shop respond, for example by finding or deleting data.

8.2 **Other help.** Taking into account the information it has, TEAM IDX reasonably helps the Shop with security, breach notices and assessments the law requires.

9. Breach notice

9.1 TEAM IDX notifies the Shop without undue delay, and within **72** hours, after confirming a personal data breach affecting Shop Personal Data.

9.2 The notice includes, as far as known: what happened, the kinds and rough amount of data and people affected, likely effects, and steps taken or proposed. Details may come in stages.

9.3 Notice of a breach is not an admission of fault.

9.4 The Shop is responsible for notices to its customers and regulators, unless the law requires TEAM IDX to give them.

10. Deletion and return

10.1 TEAM IDX deletes Shop Personal Data automatically on the schedule in Privacy Policy Section 3.

10.2 **Return.** The design files for each order are copied to the Shop's own website when the order is placed, and the Shop's product setups stay in its own WordPress. No separate export is needed.

10.3 **When the subscription ends**, the designer stops at the end of the paid period. **Seven days later TEAM IDX deletes the Shop's product setups, product photos, logo and every design that was never ordered.** Ordered designs not yet copied to the Shop's site are kept until they are copied, then follow the 90-day rule. If the Shop renews within the seven days, nothing is deleted.

10.4 Copies in backups are deleted as the backups roll off (at most **30 days**) and are protected until then.

10.5 TEAM IDX deletes specific data sooner on the Shop's request.

11. Audits

11.1 TEAM IDX makes available the information reasonably needed to show it complies with this DPA, such as written answers to a security questionnaire, up to once a year.

11.2 If the law requires more, the Shop may ask for an audit with **30** days' notice, during business hours, at the Shop's cost and under confidentiality terms.

12. Liability

Each party's liability under this DPA is subject to the limits and exclusions in the Terms (Section 16), as far as the law allows.

13. Order of priority

If this DPA conflicts with the Terms about personal data, this DPA controls.

14. Contact

Privacy questions and requests: helpus@teamidx.com · TEAM IDX (IDX Texas LLC), PO Box 02, Flint, Texas 75762.