

DATA PROCESSING AGREEMENT (DPA)

Between Convo Africa and Therapists on the Convo eTherapy Platform

This Agreement governs how personal data is processed by therapists (“Data Processors”) who deliver therapy services through the Convo eTherapy platform owned and managed by **Convo Africa** (“Data Controller”).

1. Parties

1. Convo Africa Ltd

Role: **Data Controller**

Responsible for determining the purpose, method, and framework for processing client data.

2. The Therapist

Role: **Data Processor**

Processes client data solely for therapy sessions delivered through the Convo platform.

Together, the Parties are referred to as *“the Parties”*.

2. Purpose

The purpose of this Agreement is to ensure that all personal data processed through the eTherapy platform complies with the **Kenya Data Protection Act, 2019**, and to define the responsibilities of both Parties clearly.

3. Definitions

- **Personal Data:** Any information identifying or relating to a client.
- **Processing:** Any operation performed on personal data (collecting, storing, accessing, deleting, etc.).
- **Data Controller:** Entity determining why and how data is processed.
- **Data Processor:** Entity processing data on instructions of the Controller.
- **Sensitive Personal Data:** Includes health information, mental health notes, and any information requiring higher protection.

4. Roles and Responsibilities

4.1 Convo Africa (Data Controller)

Convo Africa shall:

- Collect, store, and manage client data on the platform.
- Provide therapists with access to data strictly for service delivery.
- Maintain platform security, encryption, and compliance.
- Respond to all client data requests (access, correction, deletion).
- Report data breaches to the Office of the Data Protection Commissioner (ODPC) when required.

4.2 The Therapist (Data Processor)

The therapist shall:

- Process data strictly for therapy services offered through Convo Africa.
- Follow all written or digital instructions given by Convo Africa.
- Maintain confidentiality at all times.
- Protect all personal data accessed through the platform.
- Report any suspected breach immediately to Convo Africa.
- NOT export or copy platform data without authorization.
- NOT store personal data on unprotected personal devices.

5. Therapist Data Handling Code of Conduct

The therapist agrees to the following mandatory practices:

5.1 Secure Access

- Use strong passwords.
- Never share login details with anyone.
- Access the platform only through secure devices.

5.2 Confidentiality

- Never disclose client information outside the therapeutic context.
- Avoid discussing clients in public or unprotected spaces.

5.3 No Unauthorized Channels

Therapists shall NOT use:

- WhatsApp
- SMS
- Personal email
- Social media
for sharing or storing client data.

5.4 Notes & Records

- All session notes must be kept within the platform's EHR or other Convo-approved systems.
- No screenshots, downloads, or external backups unless permitted in writing.

5.5 Professional Conduct

Therapists must follow relevant ethical guidelines (KCPA/KMPIP/KESWAP/ Health Ministry or equivalent).

6. Data Processing Instructions

The therapist shall only process data to:

- Conduct therapy sessions
- Prepare clinical notes
- Support client follow-up as appropriate
- Communicate session updates using approved channels

Any other use is strictly prohibited.

7. Data Security

The therapist must implement reasonable security measures including:

- Device encryption (where available)

- Updated antivirus protection
- Secure internet connection
- Safe storage of all professional materials

8. Data Breach Reporting Protocol

If a therapist becomes aware of a breach or suspected breach:

They must notify Convo Africa immediately and no later than 24 hours.

The notification must include:

- Nature of the breach
- Data affected
- How it occurred
- Actions taken to contain it

Convo Africa will:

- Lead the investigation
- Notify affected clients
- Report to the ODPC where required

Failure to report breaches may result in termination of platform access.

9. Client Rights

Therapists must support Convo Africa in enabling clients to exercise their rights to:

- Access their information
- Correct inaccuracies
- Request deletion
- Withdraw consent

All such requests must be forwarded to Convo Africa immediately.

10. Data Retention & Deletion

Upon termination of the relationship or upon request:

- Therapists must cease all processing
- Return or delete data provided by Convo Africa
- Retain only what is required by Kenyan law or professional standards

11. Cross-Border Data Transfers

If personal data is hosted or processed outside Kenya:

- Convo Africa will ensure compliance with the ODPC's cross-border transfer regulations.
- Therapists shall NOT export any data outside the platform or outside Kenya.

12. Use of Sub-processors

Therapists may not engage third parties to process client data without:

- Written consent from Convo Africa.

13. Terms of Use

Therapists agree to:

- Use the platform professionally
- Avoid any behaviour that could compromise client safety, privacy, or platform integrity
- Understand that platform misuse may lead to immediate suspension

14. Term and Termination

This Agreement remains in force as long as the therapist is active on the Convo platform.

Upon termination:

- All access to data will be revoked
- All data must be returned or securely deleted

15. Governing Law

This Agreement is governed by the laws of Kenya.

16. Signatures

For Convo Africa Ltd

Name: _____

Title: _____

Signature: _____

Date: _____

Therapist (Data Processor)

Name: _____

Signature: _____

Date: _____