



Data Processing Agreement (DPA)

Zircca · FL Marketing Management LLC · Last updated: August 2026

1. Parties and purpose

This agreement is entered into between the customer who subscribes to Zircca (the "Controller") and FL Marketing Management LLC, a company organized in Florida, United States (the "Processor"). It governs the processing of personal data that the Processor carries out on behalf of the Controller in providing the Zircca service, and forms part of the Terms of Service published at zircca.com/terminos.

2. Term

This agreement remains in force while the Controller's account is active and until the data is deleted under clause 9.

3. Nature and purpose of the processing

The Processor processes the data for a single purpose: providing the case management service for dental laboratories. Processing includes storage, organization, retrieval, communication to users authorized by the Controller, backup, and deletion. The Processor does not use the data for its own purposes, does not sell it, does not share it with third parties for their benefit, and does not use it to train artificial intelligence models.

4. Types of data and categories of data subjects

Controller's users: name, email, phone number, and the laboratory's tax details.

Linked dentists: name, email, and commercial terms.

Patient references: Zircca does not store patient names. The field is reduced to initials upon saving, enforced by the database design. Free-text fields are not intended to identify patients, and the Controller agrees not to use them for that purpose.

Case data: requested work, attached files, amounts, and dates.



5. Processor's obligations

Process the data only on the Controller's documented instructions, which are deemed given by using the service according to its normal operation.

Ensure that persons authorized to process the data are bound by confidentiality.

Apply appropriate technical and organizational measures: encryption in transit and at rest, per-account data separation enforced at the database level, access control, and backups, as described in the Security Policy published at zircca.com.

Assist the Controller, to the extent possible, in responding to data subject requests (access, correction, deletion, portability).

Make available the information necessary to demonstrate compliance with this agreement.

6. Sub-processors

The Controller authorizes the following sub-processors, all operating in the United States: Supabase (database, authentication, and files), Railway (application hosting), Cloudflare (large file storage), Resend (email delivery), and Google Analytics (site usage measurement, only with the user's consent). The Processor will notify the administrators of each account by email of any change or addition of sub-processors before it takes effect, and the Controller may object on reasonable grounds; if the objection cannot be resolved, the Controller may terminate the service and export its data.

7. International transfers

Data is processed in the United States. If the Controller operates from Chile, Colombia, Mexico, Brazil, Argentina, or another country, using the service involves an international data transfer, which the Controller acknowledges and authorizes.

8. Security breaches

If the Processor confirms a security breach affecting personal data processed on behalf of the Controller, it will notify the account administrator's email within 72 hours of confirming it, stating what happened, which data was affected, and what measures are being taken.



9. Return and deletion

The Controller may export its data from the application itself at any time, including while the account is suspended for non-payment. Upon final closure of the account, the Processor deletes the personal data processed on behalf of the Controller, except for what the law requires to be retained.

10. Governing law

This agreement is governed by the laws of the State of Florida, United States, and any dispute will be resolved in the courts located in that state. Nothing herein limits the rights that the data protection laws applicable to the Controller or the data subjects recognize as non-waivable, including Law 21.719 (Chile), Law 1581 (Colombia), the LFPDPPP (Mexico), the LGPD (Brazil), and Law 25.326 (Argentina).

11. Acceptance

This agreement is accepted by creating a Zircca account or by continuing to use it after its publication. For a signed copy, write to hola@zircca.com.