



Bellydance with Naama trading as

Naama Fitness & Wellness Ltd

WWW.BELLYDANCEWITHNAAMA.CO.UK

By completing your order and making payment you confirm that you have read and understood the Terms and Conditions set below:

Defined Terms:

Client: An individual who purchases any course, class, workshop, session etc from Naama Fitness & Wellness Ltd whether it is for themselves or on behalf of another person

Service Provider - Bellydance with Naama trading name – Naama Fitness & Wellness Ltd

Services provided: This includes (but is not limited to) pre-recorded dance classes, dance courses, trial sessions, dance workshops and live sessions on zoom.

Course: A dance programme provided by Bellydance with Naama consisting of more than one dance class/session. These are pre – Recorded Bellydance courses and other sessions

Clients taking part, learning or dancing along with any of the videos do so at their own risk. Naama Fitness & Wellness Ltd does not accept any responsibility for each individual or group of individuals who may be watching, joining in or dancing along with any of the dance videos provided.

It is your responsibility to ensure you are in a good enough health and physical condition to be able to do so. If you have any underlying health condition or you have received a medical advice that would normally preclude you from a physical activity such as fitness and/or dance you should not join in or dance along with any of the videos provided.

It is your responsibility to create a safe area for you to dance in your own home. The area must be flat surface, be clear of obstructions such as tables. Lights, rugs etc, to be big enough for you to move around and above all to be suitable for the fitness or dance you are about to take part in. It is also your responsibility to ensure that your pets or young children are kept away from your area of dancing.

DRESS CODE

Comfortable and suitable clothing are ideal such as leggings and a shirt. Bellydancing is usually barefooted as it is important that you will feel the floor and be able to use all part of your foot. However, if you have any ankle or knees injuries you may want to wear trainers or dance shoes. This is entirely your decision and responsibility.

Please ensure you are kept hydrated during the classes.

INJURY WAIVER AND EXCLUSION OF LIABILITY

By agreeing to these terms and conditions the Client hereby waives, releases and discourages all claims they may have Naama Fitness & Wellness Ltd for injuries of any manner from participation in the Dance Sessions. The Client is obliged to seek medical advice before carrying out any exercise. The Client agrees not to take part in any Class, Course, Private Lesson or Dance Workshop where they suffer from or consider that they may suffer from illness or injury or both as the case may be.

DATA PROTECTION AND PRIVACY

Your details will be held on Samcart website and will not be sold or forwarded to any 3rd party by Naama Fitness & Wellness Ltd. Naama will be happy to hear from you directly should you have any questions using the email naama@bellydancewithnaama.co.uk and you will be contacted directly by Naama if she would like to invite you to her online live classes.

Force Majeure Events: means any circumstance not within the reasonable control of Naama Fitness & Wellness Ltd including without limitation acts of God, flood, drought, earthquake or other natural disaster, epidemic, pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or action taken by a government or public authority including without limitation imposing an export or import restriction, quota or prohibition, collapse of buildings, fire, explosion or accident and any non performance by contractors or the interruption to any and all utility services; and in such circumstances if Naama Fitness & Wellness Ltd is hindered, prevented or delayed in providing or meeting its obligations under these Terms and Conditions by the above Force Majeure Events then Naama Fitness & Wellness Ltd shall not be in breach of these Terms and Conditions or otherwise liable for any delay or failure in the performance of its obligations under these Terms and Conditions.

Below is the Privacy Policy and Data Protection Policy of Samcart Website itself.

Naama Fitness & Wellness Ltd holds the products, classes, courses and workshops for sales on samcart platform – When you register with the site and/or process payment your details are held on samcart server. Below is the samcart Privacy Policy and Data Protection Policy.

*****Make sure you read the below before you make your purchase**

("SamCart", "we", "us" or "our") values and respects your privacy. This privacy policy applies to all websites, including, but not limited to, www.samcart.com (the "Site"), mobile applications and other services operated or furnished by SamCart linking to or posting this privacy policy (collectively, our "Services").

Please read this privacy policy to understand how we process personal information about you, including when you visit or use our Services, attend a SamCart event, or otherwise interact with us. This privacy policy also describes your choices regarding the use, access, and correction of your personal information.

By using our Services, you acknowledge and agree to the processing of your personal information as set out in this privacy policy.

Contacting us

For the purposes of the General Data Protection Regulation (GDPR) and other applicable laws globally, SamCart Inc. is the entity responsible for your personal information (the data controller).

If there are any questions regarding this privacy policy, you may contact us by emailing support@samcart.com.

What information do we collect?

When you use or access our Services or otherwise interact with us, we may collect a variety of personal information about you and others, as described below. "Personal information" is any information that enables us to identify you, either directly or indirectly in conjunction with any other information we hold, by reference to an identifier such as name, address, date of birth or government identification number.

–Personal information you provide to us

We collect personal information when you visit our Site, register to receive our Services, place an order, request a demo, subscribe to our newsletter, respond to a survey, fill out a form, attend an event, apply for a job, or otherwise interact with us.

The types of personal information may include:

- **Personal details**, such as information that identifies you or your personal characteristics, including your name, user ID, e-mail address, mailing address, phone, or your date of birth.
- **Credentials**, such as passwords, password hints or similar security information used for authentication and account access.
- **Marketing data**, such as your preferences in receiving marketing from us, or information about your use of our Services.
- **Event data**, such as your contact data and a record of your participation in our events as an attendee or presenter.
- **Payment information**, that you provide when you purchase our Services, such as your payment card or other payment details. We use Payment Card Industry compliant third-party payment services and we do not store your credit card information.
- **Candidate data**, such as employment history, qualifications, academic qualifications and education records, and any other information that you provide to us when applying for a job with us, for example in your curriculum vitae, a covering letter, on an application form or during an interview, or that we have received from a recruitment agency or background check provider.

–Information you provide to our customers

SamCart provides solutions used by our customers to run their businesses online. If you visit or make a purchase from one of our customer's SamCart-powered webpages, you may provide information about yourself such as name, billing address, shipping address, email address, phone number, and payment information. We process such information as a data processor on behalf of our customer and only in line with their instructions—they ultimately choose how and why to use your personal information. If you have questions about how a specific customer or website uses your personal information, please visit their privacy policy.

–Information we collect automatically

When you use the Services, we use persistent and session cookies (for information on cookies, please see below) and other tracking technologies such as log files, clear GIFs, and Flash technologies to: (a) store your username and password; (b) analyze the usage of the Services; (c) customize the Services to your preferences; and (d) control the advertising displayed by the Services. We also may include clear GIFs in HTML-based emails sent to our users to determine whether the message has been opened. As we adopt additional technology, we may also gather additional information through other methods.

We use these automated technologies to collect and analyze certain types of information, including: (a) information related to the devices or browsers you use to access or interact with the Services, such as: IP addresses, geolocation information, unique device identifiers and other information about your mobile phone or other mobile device(s), browser types, browser language, and unique numbers or codes in cookies; and (b) information related to the ways in which you interact with the Service, such as: referring and exit pages and URLs, platform type, the number of clicks, domain names, landing pages, pages viewed and the order of those pages, the amount of time spent on particular pages, the date and time you used the Service, and other similar information. We may also capture other data, such as search criteria and results.

We may collect different types of information about your location, including general information (e.g., IP address, zip code) and more specific information (e.g., GPS-based functionality on mobile devices used to access the Service), and may use that information to customize the Services with location-based information and features. If you access the Services through a mobile device and you do not want your device to provide us with location-tracking information, you can disable the GPS or other location-tracking functions on your device, provided your device allows you to do this.

–Third-party providers

We also obtain personal information from other sources. We protect this information according to the practices described in this privacy policy and any additional restrictions imposed by the source of the data. These sources may include:

- security service providers who provide us with information to secure our systems, prevent fraud and help us protect the security of our Services;
- payment service providers who provide us with payment or balance information, or updates to that information, based on their relationship with you;
- online and offline data providers, from which we obtain aggregated demographic, interest based and online advertising related data; and
- publicly available sources such as publicly available databases and social media platforms.

Cookies

A cookie is a small text file stored by a website in a user's web browser (e.g. Internet Explorer, Safari, Firefox or Chrome) that helps us in many ways to make your visit to our Site more enjoyable and meaningful to you. Among other things, cookies avoid you having to log in every time you come back to our Site. They also allow us to tailor our Site or advertisement to better

match your interests and preferences. For more information about our practices in this area, and for a list of the cookies we use, please see our [Cookie Notice](#).

SamCart itself does not respond to “do not track” signals (“DNT”), and we do not control whether third parties do. If you turn on the DNT setting on your browser, our Services are not currently capable of following whatever DNT preferences you set. For more information about DNT, visit www.donottrack.us.

How do we use information we collect?

We process your personal information for the purposes set out in this privacy policy only where we have a valid legal ground for doing so under applicable data protection law. The legal ground will depend on the purpose for which we process your personal information and the data protection law that applies with respect to our activities in your jurisdiction.

We will use your personal information for the following purposes as is necessary for the performance of our obligations under our customer terms, or to answer questions or take steps at your request prior to entering those term:

- To create and maintain your account
- To enable your use of our Services
- To process transactions
- To send technical alerts, updates, security notifications, and administrative communications
- To assist with the resolution of technical support issues or other issues relating to our Services
- To verify your identity, investigate and prevent fraudulent activities, unauthorised access to our Services, and other illegal activities
- To provide personal information to third parties as set out in this privacy policy

We use your personal information for the following purposes as is necessary for certain legitimate interests, or where you have given your consent to such processing to the extent required by applicable law (such consent can be withdrawn at any time):

- For internal administrative and technical operations to keep our Services, network and information systems updated, patched and secure
- To personalize your experience (your information helps us to better respond to your individual needs)
- To improve our Services (we continually strive to improve our Service offerings based on the information and feedback we receive from you)
- To confirm, update and improve our records, and to analyse and develop our relationship with you
- To improve customer service (your information helps us to more effectively respond to your customer service requests and support needs)
- To administer a contest, promotion, survey or other site feature
- To send periodic emails
- To promote our business and send you marketing communications relating to our Services or carefully selected third parties which we think may be of interest to you
- To (i) comply with legal obligations, (ii) respond to requests from competent authorities; (iii) protect our interests; (iv) protect our rights, safety or property, and/or that of our partners, you or others; and (v) enforce or defend our legal rights.

If you apply to work for SamCart, we will use your personal information in the following ways as necessary in our legitimate interests, or where you have given your consent to such processing to the extent required by applicable law (such consent can be withdrawn at any time, subject to restrictions permitted by such law) and to decide whether to enter into a contract with you:

- To assess your skills, qualifications, and suitability for the role you have applied for
- To carry out background and reference checks, where applicable
- To communicate with you about the recruitment process

- To keep records related to our hiring processes
- To comply with legal or regulatory requirements

When SamCart is acting as a data processor, we will process your personal information in compliance with the instructions of our customers, who ultimately choose how and why to use your person information.

How do we use your email address?

When you submit your email address on the Site, we will send you marketing communications relating to our Services, provided you have consented to receiving such communications to the extent required by applicable law. If you no longer wish to receive such marketing communications from us, you can cancel your participation at any time by clicking on the opt-out link or other unsubscribe option that is included in the respective email.

We only send emails to people who have authorized us to contact them, either directly, or through a third party. We do not send unsolicited commercial emails, because we hate spam as much as you do.

We will use your email address for customer audience targeting on sites like Facebook, where we display custom advertising to specific categories of people.

Email addresses submitted only through the order processing page will be used for the sole purpose of sending you information and updates pertaining to your order. If, however, you have provided the same email to us through another method, we may use it for any of the purposes stated in this Policy.

Note: If at any time you would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.

How do we share your information?

There are circumstances where we wish to share or are compelled to disclose your personal information to third parties. This will only take place in accordance with the applicable law and for the purposes listed in this Policy.

SamCart may share your information with third party service providers for the purpose of providing the Services to you, such as payment processors, email service providers, and providers of technical infrastructure (such as servers or databases co-located with hosting providers), engineering, or other support.

As we develop our business, we may buy or sell assets or business offerings. Customer, email, and visitor information are generally among the transferred business assets in these types of transactions. We may also transfer or assign such information in the course of corporate divestitures, mergers, or dissolution.

We may share or disclose your information with your consent, such as if you choose to sign on to the Services through a third-party service. We cannot control third parties' use of your information.

We may disclose your information if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to (i) respond to claims asserted against us or to comply with legal process (for example, subpoenas or warrants), (ii) enforce or administer our agreements with users, such as the Terms of Service; (iii) for fraud prevention, risk assessment, investigation, customer support, product development and de-bugging purposes, or (iv) protect the rights, property or safety of SamCart, its users, or members of the public.

We require all third parties to respect the security of your personal information and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal information for their own purposes and only permit them to process your personal information for specified purposes and in accordance with our instructions.

We may aggregate and/or anonymize information collected through the Services so that the information does not identify you. We may use aggregated, anonymized, and other de-identified information for any purpose, including for research and marketing purposes, and our use and disclosure of such information is not subject to any restrictions under this privacy policy.

International transfers

Our Services are hosted and operated in the United States by SamCart and its service providers. By using our Services, you acknowledge that your personal information may be accessed by us or transferred to us in those jurisdictions and to our affiliates, partners, and service providers who are located in the US and around the world.

Where required by applicable laws, we will take appropriate measures to ensure adequate protection of your personal information when transferred internationally and, if necessary, seek your prior consent. Such measures may include use of data transfer agreements or official transfer mechanisms such as data authority approved contractual clauses. For instance, if you are located in the European Economic Area (“EEA”), we may store your personal information as described in this policy outside the EEA. Where we transfer EEA personal information to a third party located in a country not recognised by the European Commission, or another relevant body, as ensuring an adequate level of protection, we will take appropriate steps, such as implementing Standard Contractual Clauses recognised by the European Commission, to safeguard such personal information.

How long do we store your information?

We will store your personal information, in a form which permits us to identify you, for no longer than is necessary for the purpose for which the personal information is processed. We use your personal information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements and rights, or if it is not technically and reasonably feasible to remove it. Otherwise, we will seek to delete your personal information within a reasonable timeframe upon request.

How do we protect your information?

We implement a variety of security measures to maintain the safety of your personal information when you place an order or enter, submit, or access your personal information.

We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our payment gateway providers database only to be accessible by those authorized with special access rights to such systems, and are required to keep the information confidential.

After a transaction, your private information (credit cards, social security numbers, financials, etc.) will not be kept on file for more than 60 days.

We cannot, however, ensure or warrant the absolute security of any information you transmit to SamCart or guarantee that your information on the Services may not be accessed, disclosed, altered, or destroyed by a breach of any of our physical, technical, or managerial safeguards.

Choices you can make about your information

You may choose not to share information through the Service, in which case SamCart may not be able to provide services to you.

You may opt out of email communications. To opt-out, all you need to do is click the “Unsubscribe” link at the bottom of any email you receive from us.

You can also contact our [Support Desk](https://help.samcart.com) (<https://help.samcart.com>) and request to be removed from our mailing list.

Children’s Privacy

Protecting the privacy of young children is especially important. SamCart does not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to register with the Service. If we become aware that we have collected personal information from a child under the relevant age without parental consent, we take steps to remove that information. Our Site, products and services are all directed to people who are at least 13 years old or older.

Third party links

Occasionally, at our discretion, we may include or offer third party products or services on our Site. These third party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

Terms and Conditions

Please also visit our [Terms and Conditions](#) section establishing the use, disclaimers, and limitations of liability governing the use of our Site.

Your California Privacy Rights

California residents with an established business relationship with us are permitted by California law once a year to request information about the manner in which we shared certain categories of information with others for their marketing purposes during the prior calendar year.

We do not share your personal information with third parties for their direct marketing use unless we have your permission. To withdraw permission previously granted please email us at support@samcart.com. Once we receive your instruction, we will cease sharing your information, but this will not affect previously shared information.

The California Consumer Privacy Act of 2018 (“**CCPA**”) provides California residents with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Verified California residents have the right to:

- request and receive disclosure of our information collection practices during the prior 12 months, including the categories of personal information we collect, the categories of sources of such information, our business purpose for collecting or sharing such information, and the categories of third parties with whom we share such information;
- request and receive disclosure of our information sharing practices during the prior 12 months, including a list of the categories of personal information sold with the category of third-party recipients and a list of the categories of personal information that we disclosed for a business purpose;

- request and receive a copy of the specific personal information we have collected about them during the prior 12 months;
- request that we not sell personal information about them; and
- request that we delete (and direct our service providers to delete) their personal information subject to certain exceptions.

For purposes of the CCPA personal information means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular California resident or household.

The CCPA rights described above do not apply to information collected in the employment context about our current, former or prospective employees or contractors (who receive separate disclosures under the CCPA) or to information collected about California business contacts (employees, owners, directors, officers, or contractors of companies, sole proprietorships, and other entities collected in the context of conducting due diligence regarding, or providing or receiving a product or service to or from, such companies, sole proprietorships, or entities). California business contacts have the right to tell us not to sell their information; please see below for how to exercise this right.

Information collected, sources, and business purpose for collecting information. During the past 12 months we may have collected the following categories of personal information. This includes information that individuals provide to us directly, information we collect from automatically through the website, information that we collect when individuals interact with us such as through online postings, and information that we may collect from third parties such as service providers, affiliated companies, marketing, staffing, or data partners, or other third parties. It also includes information that we collect about employees and business partners and vendors from those individuals directly or from references, referrals or consumer reporting agencies. Not all information is collected from everyone who interacts with us. Information we collect is used for the business purposes described above in “How do we use information”.

- Identifiers such as contact information (name, address, phone number, email or postal address), unique personal identifiers (that may include but are not limited to a legal name or preferred alias and online identifiers like user account names), and an encrypted version of your password. We may collect additional information from suppliers, vendors, or employees including business contact information, phone number, email and postal addresses and titles.
- Sensitive information such as financial and payment information like credit or debit card information, or PayPal account email address.
- Commercial information such as transaction histories, billing and shipping information, and product preferences.
- Electronic network activity information such as the internet protocol (IP) address collected from users’ computers and mobile devices, and information about online activity, including your interactions with our website, through the use of cookies and similar technologies, system logs, and analytics monitoring.
- Inferences we make about individuals or their interests based on analysis of other information we have collected.
- Geolocation information.
- Audio or video information such as call centre recordings or monitoring records from our customer support centres and security video recordings at our facilities.
- Employment, education and professional related information, protected classification information, biometrics (collected from current and prospective employees, contractors, service providers, vendors and suppliers).
- Other types of personal information that we may disclose to you prior to the point of first collection.

Exercising your CCPA rights. To make a request for disclosure California residents may contact us by calling us at 737-242-6703 or emailing us at support@samcart.com. We will ask you for information that allows us to reasonably verify your identity (that you are the person about whom we collected personal information) and will use that information only for that purpose. We may

request that you submit a signed statement under penalty of perjury that you are the individual you claim to be. We will acknowledge receipt of your request within 10 days and will endeavour to respond within forty-five days of receipt of your request, but if we require more time (up to an additional forty-five days) we will notify you of our need for additional time. For requests that we not sell your information we will comply with your request within 15 business days. We cannot respond to your request or provide you with personal information if we cannot verify your identity and confirm that the personal information relates to you.

You may make a request for disclosure of our information collection practices, the specific information we collected about you, or our information sharing practices up to twice within a 12-month period. You may make a request that we not sell information or for deletion of your information at any time.

For requests for a copy of the personal information we have collected during the 12 months prior to your request we will endeavour to provide the information in a format that is readily useable, including by mailing you a paper copy or providing an electronic copy to your registered account, if you have registered an account with us.

For requests for deletion of your information please understand that California law permits us to retain certain information and not to delete it under certain circumstances. By way of example, we are not required to comply with a request to delete information if the information is necessary for us to complete a transaction for you or otherwise perform a contract; to detect, protect against, or prosecute security incidents, fraud or illegal activity; to use the information only internally in ways reasonably aligned with your expectations as our customer (such as maintaining sales records), and to comply with legal obligations. If we receive such a request from you, we will notify any service providers we have engaged to delete your information as well.

We will not discriminate against you as a result of your exercise of any of these rights.

Using an Authorized Agent. You may submit a request through someone holding a formal Power of Attorney. Otherwise, you may submit a request using an authorized agent only if (1) the person is registered with the Secretary of State to do business in California, (2) you provide the authorized agent with signed written permission to make a request, (3) you verify directly with us that you have authorized the person to make the request on your behalf, (4) you verify your own identity directly with us and (5) your agent provides us with proof that they are so authorized. We will require the agent to submit proof to us that they have been authorized to make requests on your behalf.

Personal information sales opt-out and opt-in rights. We do not sell your information for monetary consideration but we may transfer your information to a third party that provides us with services such as helping us with advertising, data analysis and security, which may fall under the definition of for “other valuable consideration” which may be considered a ‘sale’ under the CCPA. During the past 12 months, we disclosed identifiers, electronic network activity, commercial information, geolocation, biometrics, education or professional information, audio or video information, and inferences from collected information, with third parties such as advertising and analytics providers and those third parties described in the section of this privacy policy entitled “How do we share your information?” above, for a business purpose which falls within the definition of a ‘sale’. If you are 16 years of age or older, you have the right to direct us to not sell your personal information at any time (the “right to opt-out”). We do not sell the personal information of individuals we know are less than 16 years of age. To exercise the right to opt-out, you (or your authorized representative) may submit a request to us by email to support@samcart.com, or by calling us at 737-242-6703. Once you make an opt-out request, we will wait at least twelve (12) months before asking you to reauthorize personal information sales.

Nevada Residents

We may transfer personal information for monetary consideration. If you would like to tell us not to sell your information in the future please email us at support@samcart.com with your name, postal address, telephone number and email address with “Nevada do not sell” in the subject line.

Your European Privacy Rights

For European residents only. In certain circumstances, you have rights under the GDPR in relation to your personal information that we hold about you – specifically:

- **Request access to your personal information.** You may have the right to request information regarding our processing of your personal information and access to the personal information which we hold about you.
- **Request correction of your personal information.** You may have the right to request that we correct your personal information if it is inaccurate or incomplete.
- **Request erasure of your personal information.** You may have the right to request that personal information held about you is deleted in certain circumstances.
- **Request restriction of processing your personal information.** You may have the right to prevent or restrict processing of your personal information.
- **Request transfer of your personal information.** You may have the right to request transfer of personal information directly to a third party where this is technically feasible.

If you visit or make a purchase from one of our customer’s SamCart-powered webpages, that customer legally controls your personal information. As a result, SamCart doesn’t, for example, decide how long your information is retained because that decision is made by our customer. This means SamCart can’t help you access, correct, erase, or port your information without being directed to by our customer. To make a request about your personal information, contact the specific customer directly. If you make a request to us, we will forward your request to the relevant customer and help them fulfil your request.

Where you believe that we have not complied with our obligation under this privacy policy or applicable data protection law, you have the right to make a complaint to a supervisory authority, such as the UK Information Commissioner’s Office.

Changes to our Privacy Policy

If we decide to change our privacy policy, we will post those changes on this page, and update the privacy policy modification date above. In some cases, we may provide you with additional notice (such as adding a notice to our Services prior to the change becoming effective, or by sending you an email notification). We encourage you to periodically review our privacy policy for the latest information on our privacy practices and the ways you can help protect your privacy.

Data Processing Addendum

Rights and responsibilities for the processing and security of customer data

Last updated: May 22, 2018

This Data Processing Addendum (“Addendum”), effective as of the DPA Effective Date (defined below), is entered into by and between SamCart Inc. (“SamCart”) and you (“Customer”) (collectively the “Parties”). This Addendum forms part of the Terms of Service or other agreement you may have entered with SamCart governing the provision of SamCart’s checkout platform application (collectively “Agreement”) and will amend the terms of the Agreement to reflect the parties’ rights and responsibilities with respect to the processing and security of Customer’s data under the Agreement.

General

a) Agreement to Terms. If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to this Addendum. In that case, “Customer” will refer to that company or other legal entity.

b) Subject Matter. The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

c) Duration and Survival. This Addendum will become legally binding upon the Effective Date of the Agreement or upon the date that the Customer electronically accepts other otherwise agrees or opts-in to this Addendum if it is completed after the effective date of the Agreement. SamCart will Process Customer Personal Data until the relationship terminates as specified in the Agreement. SamCart’s obligations and Customer’s rights under this Addendum will continue in effect so long as SamCart Processes Customer Personal Data.

2. Definitions

DEFINITIONS AND INTERPRETATION

The following terms shall have the following meanings:

“Data Protection Legislation” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area, their member states and the United Kingdom which are applicable to the processing of Personal Data under this Agreement including but not limited to the EU General Data Protection Regulation (2016/679);

“Data Controller”, “Data Processor”, “Data Subject”, “Personal Data” and “Subprocessor” each have the meanings given to them in the Data Protection Legislation;

“Processing” has the meaning set out in the Data Protection Legislation and “process” and “processed” shall be construed accordingly;

“Services” means those services and other activities to be provided to or carried out by on behalf of SamCart for Customer by SamCart pursuant to the Agreement.

For the purpose of this Addendum, references to clauses shall be deemed to be references to the terms of this Addendum, unless otherwise stated or if the context otherwise requires.

3. Data Use and Processing

a) Compliance with Laws. Customer shall ensure that it has obtained any and all authorizations and lawful bases for processing (including verifiable consent where necessary) in accordance with

Applicable Data Protections Law(s) in order to provide Customer Personal Data to SamCart for Processing. Customer Personal Data shall be Processed in compliance with the terms of this Addendum and all Applicable Data Protection Law(s).

b) Authorization to Use Third Parties. The Customer consents to the use of third-party processors by SamCart to process Personal Data on behalf of Customer in the performance of its obligations under this Agreement, and to provide certain services on behalf of SamCart, such as support services. SamCart confirms that it has entered or (as the case may be) will enter with the third-party processors into written agreements incorporating terms which are substantially similar to, and no less onerous than, those set out in this Addendum. SamCart shall inform Customer of any intended changes concerning the appointment or replacement of further third-party processors. The Customer may object to any new third-party processor by terminating the applicable service with respect only to those services which cannot be provided by SamCart without the use of the objected-to new third-party processor. Such termination will be made by providing written notice to SamCart, on the condition that Customer provides such notice within 14 days of being informed of the engagement of the new third-party processor. This termination right is Customer's sole and exclusive remedy if Customer objects to any new third-party processor.

c) Confidentiality. Any person or Third Party authorized to Process Customer Personal Data must agree to maintain the confidentiality of such information or be under an appropriate statutory or contractual obligation of confidentiality.

d) Personal Data Inquiries and Requests. SamCart agrees to assist Customer in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators provided that SamCart may charge Customer on a time and materials basis in the event that SamCart considers, in its reasonable discretion, that such assistance is onerous, complex, frequent, or time consuming.

4. Cross-Border Transfers of Personal Data

a) The Customer acknowledges and agrees that Personal Data will be processed by SamCart outside of the European Union, the European Economic Area or Switzerland (the "EU") including in the United States of America. Where Personal Data is transferred from the EU to a jurisdiction outside of the EU, SamCart will execute appropriate safeguards in relation to the transfer (unless appropriate safeguards have already been provided by Customer).

5. Information Security Program

a) SamCart will ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data ("Personal Data Breach"), appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.

6. Security Incidents

a) Security Incident Procedure. Upon becoming aware of a Security Incident, SamCart will notify Customer without delay on becoming aware of a Personal Data Breach and shall provide further information about the Personal Data Breach to Customer in phases as such information becomes available.

7. Audits

a) Audits. If Applicable Data Protection Law affords Customer an audit right, Customer (or its appointed representative) may, no more than once annually, carry out an inspection of SamCart's operations and facilities with respect to the Processing of Customer Personal Data. Customer must provide SamCart forty-five (45) days written notice of such intention to audit, conduct its audit during normal business hours, and take reasonable measures necessary to prevent unnecessary disruption to SamCart's operations. Prior to any audit being conducted, the Parties will agree Any such audit shall be subject to SamCart's security and confidentiality terms and guidelines. Customer shall be responsible for any costs arising from such audit.

8. Data Deletion

a) Data Deletion. At the written direction of Customer, SamCart will, at Customer's option, delete or return all Customer Personal Data to Customer, except where SamCart is required to retain copies under applicable laws, in which case SamCart will isolate and protect that Customer Personal Data from any further Processing except to the extent required by applicable laws.