

DATA PROTECTION TERMS FOR THE METCAT APP AND WEBSITE

Last updated: 23 September 2026

1. Status and scope

These Data Protection Terms (the "Data Protection Terms") supplement the MetCat App Terms and Conditions and apply to the processing of Personal Data in connection with the MetCat app, the MetCat website and related products, features and services (together, the "Platform").

These Data Protection Terms should be read alongside the MetCat Privacy Notice and Cookies Notice. If there is a conflict between these Data Protection Terms and the App Terms on a data protection matter, these Data Protection Terms prevail for that matter.

2. Definitions

"Data Protection Laws" means the data protection and privacy laws applicable to the processing concerned, including the UK GDPR, Data Protection Act 2018 and Privacy and Electronic Communications Regulations 2003 (PECR), and, where applicable, the EU GDPR and relevant implementing laws.

"Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Processing" and related terms have the meanings given by applicable Data Protection Laws.

"MetCat", "we", "us" and "our" mean MetCat Ltd, registered in England and Wales under company number 07980440.

"Privacy Notice" means the current MetCat Privacy Notice made available through the legal section of www.metcat.com.

"User", "you" and "your" mean an individual, sole trader or individual acting for a business who uses the Platform.

3. Roles of the parties

MetCat acts as Controller of Personal Data collected from or about Users through the Platform. This includes information supplied during registration and information generated through use of the Platform.

Where a User provides Personal Data relating to another person, the User must have authority and a lawful basis to provide it and must satisfy any applicable transparency requirements.

Nothing in these Data Protection Terms is intended to make MetCat a Processor for unrelated third-party Personal Data that a User chooses to submit outside the intended functionality of the Platform.

4. Purposes of processing

MetCat may process Personal Data to create, authenticate and manage Accounts; verify registration and business information; provide access to the Platform and Content; communicate with Users; provide operational and service updates; send marketing where lawful; maintain security; prevent fraud and misuse; monitor and improve the Platform; perform analytics; comply with legal and regulatory obligations; and generate aggregated or anonymised information for lawful business purposes.

MetCat will not process Personal Data for a purpose incompatible with the purposes described in its Privacy Notice unless permitted or required by law or supported by an appropriate lawful basis.

5. Categories of Personal Data

Depending on how a User interacts with the Platform, MetCat may process identity and contact information; account information; business verification information such as VAT number, company name, address and industry information; technical and usage information such as IP address, device identifiers, browser or operating-system information and login information; analytics and interaction information; session recordings where enabled; marketing and communication preferences; and push-notification settings and device tokens.

MetCat does not intend the Platform to collect Special Category Personal Data or criminal-offence data unless expressly required and lawfully supported. Users should not submit such information unless requested by MetCat

for a lawful purpose.

6. Analytics, session recording and CRM processing

MetCat may use service providers to operate, analyse and improve the Platform. The Privacy Notice identifies providers used for functions including platform development, session analytics, behavioural analytics, website analytics, CRM, communications, hosting and cloud services.

Where implemented, technologies may include UXCam for in-app session analytics, Mixpanel for in-app behavioural analytics and PostHog for website or product analytics. The precise configuration and lawful basis for each processing activity will be described in the Privacy Notice and, where applicable, the Cookies Notice or consent mechanism.

Registration, account, business and communication information may be transferred to and maintained in MetCat's customer relationship management (CRM) systems, including HubSpot where it is used by MetCat, for account administration, customer relationship management, communications, marketing preference management and other purposes described in the Privacy Notice.

MetCat will ensure that any Processor handling Personal Data on its behalf is subject to appropriate contractual obligations under applicable Data Protection Laws.

7. Lawful, fair and transparent processing

MetCat will process Personal Data fairly and lawfully and will identify the applicable lawful basis in its Privacy Notice.

Where consent is relied upon, MetCat will seek a clear affirmative indication where required, maintain appropriate evidence of consent and provide a means to withdraw it.

Use of the Platform does not itself constitute consent to processing for which Data Protection Laws require separate consent.

8. Data accuracy and minimisation

MetCat will take reasonable steps to keep Personal Data accurate and, where necessary, up to date, and will limit collection to information reasonably necessary for the relevant purposes.

Users should provide accurate information and update their details or notify MetCat if information materially changes.

9. Marketing communications

MetCat may send electronic marketing communications only where permitted by applicable law. Where consent is required, marketing will be sent only where valid consent has been obtained.

Users may object to direct marketing or withdraw relevant consent at any time using an unsubscribe facility, available account controls or by contacting support@metcat.com. This does not prevent MetCat from sending genuinely necessary service or administrative communications.

10. Data Subject rights

Subject to applicable conditions and exemptions, Data Subjects may have rights of access, rectification, erasure, restriction, portability, objection and withdrawal of consent, and rights relating to certain automated decision-making.

Requests may be made to support@metcat.com. MetCat may request information necessary to verify identity and will respond within the periods required by applicable law.

Data Subjects may complain to the Information Commissioner's Office in the UK or, where applicable, another competent supervisory authority.

11. Automated processing

MetCat does not intend to make decisions based solely on automated processing that produce legal or similarly significant effects on a User unless permitted by applicable law and appropriate safeguards are provided.

Automated checks such as VAT validation may support registration processes. Where a decision to reject or materially restrict an Account is based on such information, MetCat may use human review and provide a route for

the User to contact MetCat.

12. Service providers and sharing

MetCat may share Personal Data with service providers and other recipients for the purposes described in the Privacy Notice, including providers supporting platform development, analytics, CRM, communications, email, hosting, cloud infrastructure, professional advice and other operational services.

Processors acting for MetCat will be subject to written terms addressing the requirements of Article 28 UK GDPR where applicable, including confidentiality, security, sub-processing, assistance with Data Subject rights, breach obligations and deletion or return of Personal Data.

MetCat remains responsible for its compliance with applicable Data Protection Laws when using Processors.

13. International transfers

Where Personal Data is transferred outside the UK or, where applicable, the EEA, MetCat will use an appropriate lawful transfer mechanism. This may include an applicable adequacy regulation or decision, the UK International Data Transfer Agreement, the UK Addendum to the EU Standard Contractual Clauses, or EU Standard Contractual Clauses, together with supplementary measures where required.

Further information about relevant safeguards may be requested from support@metcat.com.

14. Security

MetCat will maintain appropriate technical and organisational measures designed to protect Personal Data against unauthorised or unlawful processing and accidental loss, destruction, damage, alteration or disclosure, taking account of the nature of the data, the risks involved and the state of the art.

Measures may include encryption or pseudonymisation where appropriate, access controls, secure development practices, logging and monitoring, backup and resilience measures, staff training, confidentiality obligations and periodic review.

Users are responsible for keeping their Account credentials confidential and should notify MetCat promptly of suspected unauthorised access.

15. Personal Data Breaches

MetCat will assess Personal Data Breaches and make notifications to supervisory authorities and affected Data Subjects where required by applicable Data Protection Laws, including applicable statutory time limits.

MetCat will take reasonable steps to contain, investigate and remediate a Personal Data Breach.

16. Retention and deletion

MetCat will retain Personal Data only for as long as reasonably necessary for the purposes for which it was collected and for applicable legal, regulatory, tax, accounting, reporting or legal-claims requirements.

When an Account ends, relevant Personal Data will be deleted, anonymised or retained in accordance with the Privacy Notice and applicable retention requirements.

17. Aggregated and anonymised information

MetCat may create aggregated or anonymised information for lawful purposes including analytics, product development, market analysis and service improvement.

Information that has been effectively anonymised so that an individual is no longer identifiable is not Personal Data for the purposes of Data Protection Laws. MetCat may retain and use such anonymised information for lawful business purposes.

18. Intellectual property and Personal Data

Nothing in these Data Protection Terms transfers ownership of a Data Subject's Personal Data or restricts any rights a Data Subject has under Data Protection Laws.

MetCat retains its intellectual property rights in the Platform, its proprietary Content, databases, methodologies, analytics and lawfully created aggregated or anonymised datasets, subject always to applicable Data Protection Laws.

Any licence or permission required to process information supplied by a User is limited to what is reasonably necessary for the purposes described in these Data Protection Terms, the Privacy Notice and the provision of the Platform and Services. This clause does not create an unrestricted or irrevocable licence over identifiable Personal Data.

19. Changes to these Data Protection Terms

MetCat may update these Data Protection Terms to reflect changes in law, its Services or its processing activities. Material changes will be communicated where required and the current version will be made available through the MetCat website.

No update will remove or restrict a Data Subject's statutory rights.

20. Contact

Questions about these Data Protection Terms or MetCat's processing of Personal Data should be sent to support@metcat.com.