

DATA PROTECTION TERMS FOR THE METCAT APP / WEBSITE

TERMS AND CONDITIONS

These Data Protection Terms ("**Data Protection Terms**") form part of, and are incorporated into, the MetCat App Terms and Conditions ("**App Terms**"). Capitalised terms used but not otherwise defined in these Data Protection Terms shall have the meanings given to them in the App Terms. In the event of any conflict between these Data Protection Terms and any other provision of the App Terms, these Data Protection Terms shall prevail in respect of data protection matters.

1. Definitions and Interpretation

In these Data Protection Terms:

- 1.1. "**Data Protection Laws**" means all data protection and privacy laws applicable to the processing of Personal Data under these Data Protection Terms, including (a) the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (PECR), (b) the EU GDPR (Regulation (EU) 2016/679) and any implementing or supplementing law of an EU member state where a User is established (in particular the Netherlands, Poland and Germany), and (c) all guidance and codes of practice issued from time to time by the UK Information Commissioner's Office (ICO) and any relevant EU supervisory authority that apply to the parties.
- 1.2. "**Controller**", "**Processor**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" (and similar terms) and "**appropriate technical and organisational measures**" have the meanings given in the Data Protection Laws.
- 1.3. "**MetCat**", "**we**", "**us**" and "**our**" mean MetCat Ltd, registered in England and Wales under company number 07980440, whose registered office is at Ground Floor, Custom House, Waterfront East, Brierley Hill, West Midlands, England, DY5 1XH.
- 1.4. "**Platform**" means the MetCat app, our website, and the related products, features and functionality made available by MetCat from time to time.
- 1.5. "**Privacy Notice**" means the [MetCat privacy notice](#) published, as updated from time to time.
- 1.6. "**Special Categories of Personal Data**" has the meaning given in the Data Protection Laws.
- 1.7. "**User**" (also referred to as "**you**" and "**your**") means any person (an individual, a sole trader, or an individual registering on behalf of a business) who creates an Account on the Platform or otherwise uses it.

2. Roles of the Parties

- 2.1. MetCat is the Controller of all Personal Data collected from or about Users through the Platform. This includes Personal Data provided during registration (such as name, email address, mobile number, VAT number, company name and address) and Personal Data generated through your use of the Platform and/or Services (such as device data, IP address, session recordings and event-based behavioural data).

- 2.2. Where a User registers on behalf of a business, the Personal Data of the registering individual is processed by MetCat as Controller of that individual's data. Where information about the User's business is also Personal Data of other individuals (for example, a sole trader's contact details), MetCat is also the Controller of that data.
- 2.3. MetCat is not a Processor of, and does not control, any third-party Personal Data that a User chooses to submit through the Platform other than as expressly contemplated by these Data Protection Terms or the Privacy Notice. The User must not upload to or input into the Platform any Personal Data relating to third parties without a lawful basis to do so and without satisfying any applicable transparency requirements toward those third parties.

3. Purpose of Processing

- 3.1. These Data Protection Terms set out the framework governing the collection and Processing of Personal Data by MetCat through the Platform. The parties consider this Processing necessary and proportionate for the following purposes:

- (a) to create, authenticate and manage Accounts, including verifying business registration details via HMRC;
- (b) to provide the User with access to the Platform and to display the Content;
- (c) to communicate with the User in connection with their Account, including service updates and (where lawful) marketing communications;
- (d) to monitor, maintain and improve the Platform, including through session recording, behavioural analytics and usage analysis;
- (e) to comply with MetCat's legal and regulatory obligations, including obligations under tax, anti-money laundering and data protection legislation; and
- (f) to generate aggregated and anonymised data for market analytics, product development and other lawful business purposes,

(the "**Agreed Purposes**").

- 3.2. MetCat shall not Process Personal Data in a way that is incompatible with the Agreed Purposes, unless required by applicable law or with the User's consent.
- 3.3. MetCat does not carry out any solely automated decision-making (including profiling) in relation to Personal Data collected through the Platform that produces legal effects concerning the User or similarly significantly affects the User, within the meaning of Article 22 of the UK GDPR (or, where applicable, the EU GDPR).
- 3.4. Where MetCat uses automated processes in the operation of the Platform (for example, the validation of VAT numbers via HMRC during registration), such processes do not constitute solely automated decision-making producing legal or similarly significant effects, as any decision to reject or restrict an Account is subject to human review and the User may contact MetCat at support@metcat.com to request an explanation or to contest any such decision.

4. Personal Data Collected Through the Platform

- 4.1. The following categories of Personal Data are collected and Processed by MetCat through the Platform:
- (a) Identity and contact information: first name, surname, email address and mobile phone number;
 - (b) Business verification information (where the User registers as a business): VAT number, company name and registered address (which may be auto-populated via HMRC), and industry sector;
 - (c) Technical and usage information: IP address, device identifiers, browser and operating system data, login data, time zone and location, session recordings (via UXCam), event-based behavioural data (via Mixpanel and PostHog), and information about how the User interacts with the Platform; and
 - (d) Marketing and communications information: the User's marketing preferences (opt-ins and opt-outs), communication preferences, and push notification settings and device token (where enabled).
- 4.2. MetCat does not intentionally collect Special Categories of Personal Data or data relating to criminal convictions and offences through the Platform. The User must not submit any such data to the Platform.
- 4.3. The Personal Data collected must not be irrelevant or excessive with regard to the Agreed Purposes.

5. Lawful, Fair and Transparent Processing

- 5.1. Each of MetCat and the User shall ensure that it Processes Personal Data fairly and lawfully in accordance with the Data Protection Laws in connection with the Platform.
- 5.2. MetCat has set out in the Privacy Notice clear and sufficient information for Data Subjects regarding the purposes for which their Personal Data will be Processed, the legal bases relied on, the categories of recipients, international transfers, retention periods, and Data Subject rights, in accordance with Articles 13 and 14 of the UK GDPR (and, where applicable, the EU GDPR).
- 5.3. Where MetCat relies on consent MetCat will obtain that consent through a clear, specific, informed and freely-given affirmative action by the User and will record evidence of that consent. The User can withdraw consent at any time as set out in the Privacy Notice and in clause 9 below.
- 5.4. By using the Platform the User confirms that they have read and understood the Privacy Notice.

6. Data Quality

- 6.1. MetCat shall use reasonable endeavours to ensure that the Personal Data it holds is accurate and, where necessary, kept up to date. MetCat has appropriate internal

procedures in place to verify the accuracy of Personal Data at the point of collection, including the validation of VAT numbers via HMRC.

- 6.2. The User shall ensure that any Personal Data it provides to MetCat through the Platform is accurate and up to date. The User shall promptly notify MetCat of any changes to their Personal Data by updating their Account or by contacting MetCat at support@metcat.com.
- 6.3. The Personal Data collected and Processed by MetCat shall be limited to that which is described in clause 4 and shall not be excessive with regard to the Agreed Purposes.

7. Personal Data Provided by Business Users

7.1. Where the User registers as a business, the User warrants and undertakes that:

- (a) it has authority to provide the Personal Data submitted (including the contact details of the registering individual and any other individual whose data is provided);
- (b) any individual whose Personal Data is provided has been informed of the Processing as set out in the Privacy Notice and that the User has a lawful basis for disclosing that individual's Personal Data to MetCat;
- (c) the Personal Data provided is accurate, up to date and not excessive in relation to the purposes for which it is provided; and
- (d) the User will promptly inform MetCat of any change to that Personal Data, and of any objection or withdrawal of consent received from the relevant individual.

8. Marketing Communications

- 8.1. MetCat may send the User electronic marketing communications (including by email, SMS, push notification and in-app messages) only where it is lawful to do so under the Data Protection Laws.
- 8.2. The User has the right to object to the Processing of their Personal Data for direct marketing at any time. The User can opt out by following the unsubscribe instructions in any marketing message, by adjusting the marketing preferences in their Account, or by emailing support@metcat.com. MetCat will action any such opt-out without undue delay.

9. Data Subject Rights

- 9.1. The User has the rights described in the Privacy Notice in relation to their Personal Data, including (subject to the conditions and exceptions in the Data Protection Laws) rights of access, rectification, erasure, restriction of processing, data portability, objection to processing (including for direct marketing), withdrawal of consent, and the right not to be subject to a decision based solely on automated processing producing legal or similarly significant effects.

- 9.2. To exercise any of these rights the User can email support@metcat.com. MetCat will respond to legitimate requests within one month of receipt, extendable by up to two further months for complex requests in accordance with the Data Protection Laws. MetCat may request specific information from the User to confirm their identity before acting on any such request.
- 9.3. Where MetCat receives a request from a third party (including an employee or representative of a business User) relating to Personal Data provided by or through the User's Account, MetCat will provide reasonable assistance to the User in responding to such request to the extent required by the Data Protection Laws.
- 9.4. The User has the right to lodge a complaint with the ICO (www.ico.org.uk) in the UK or, in the EU, with their local supervisory authority. A full list of European supervisory authorities, together with their contact details, can be found [here](#).

10. Sharing of Personal Data with Third Parties

- 10.1. MetCat may share Personal Data with the categories of recipients identified in the Privacy Notice.
- 10.2. MetCat will ensure that each of its Processors is bound by a written contract that meets the requirements of Article 28 of the UK GDPR (and, where applicable, the EU GDPR), including obligations relating to processing on documented instructions, confidentiality, security, sub-processing, assistance with Data Subject rights and regulatory obligations, breach notification, deletion or return of Personal Data on termination, and audit rights.
- 10.3. If MetCat appoints a third-party Processor to Process Personal Data, MetCat shall remain responsible for the acts and omissions of that Processor to the extent required by the Data Protection Laws.
- 10.4. A list of MetCat's current Processors is available on request from support@metcat.com.

11. International Transfers

- 11.1. Where MetCat transfers Personal Data outside the United Kingdom or the European Economic Area, it will ensure that an appropriate transfer mechanism is in place under the Data Protection Laws. This may include:
 - (a) transfers to a country covered by an adequacy regulation made by the UK government or an adequacy decision adopted by the European Commission; or
 - (b) the use of the UK International Data Transfer Agreement (being the international data transfer agreement issued by the Information Commissioner's Office under section 119A of the Data Protection Act 2018), the UK Addendum to the EU Standard Contractual Clauses (being the international data transfer addendum to the EU Commission Standard Contractual Clauses issued by the Information Commissioner's Office), or the EU Standard Contractual Clauses (being the standard contractual clauses for the transfer of personal data to third countries approved by the European Commission under Commission Implementing Decision (EU) 2021/914), in each case as supplemented by appropriate technical,

contractual and organisational measures where required following a transfer impact assessment.

11.2. MetCat shall not transfer Personal Data to a third party located outside the UK or the EEA unless it has complied with the obligations set out in this clause 11.

11.3. Further information on the safeguards used for international transfers is available on request from support@metcat.com.

12. Security

12.1. MetCat has implemented appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure, ensuring a level of security appropriate to:

- (a) the harm that might result from such unauthorised or unlawful Processing or accidental loss, destruction or damage; and
- (b) the nature of the Personal Data to be protected.

12.2. These measures include, where appropriate: pseudonymisation and encryption of Personal Data; controls on access to Personal Data; secure software development and change management; logging and monitoring; backup and resilience measures; staff training and confidentiality obligations; and regular testing, assessment and review of the effectiveness of these measures, having regard to the state of the art, the costs of implementation and the risks of varying likelihood and severity to the rights and freedoms of Data Subjects.

12.3. MetCat shall keep such security measures under review and shall update them as appropriate in light of changes to the state of the art, new threats, and the ongoing assessment of risk.

12.4. It is the responsibility of MetCat to ensure that its staff members who access Personal Data are appropriately trained to handle and Process that data in accordance with the technical and organisational security measures described in this clause 12, the Data Protection Laws, and any applicable guidance, and that such staff are subject to appropriate confidentiality obligations.

12.5. The User is responsible for keeping their Account credentials confidential and for all activity carried out under their Account. The User must notify MetCat without undue delay if it becomes aware of any unauthorised access to its Account or any other security incident affecting Personal Data.

13. Personal Data Breaches

13.1. MetCat will, where required by the Data Protection Laws, notify the ICO and (where applicable) the relevant EU supervisory authority of a Personal Data Breach without undue delay and, where feasible, not later than 72 hours after becoming aware of it.

13.2. Where a Personal Data Breach is likely to result in a high risk to the rights and freedoms of affected Data Subjects, MetCat will also notify those Data Subjects without undue delay in accordance with the Data Protection Laws.

- 13.3. Where a Personal Data Breach affects Personal Data provided by or relating to a business User's employees or representatives, MetCat will use reasonable endeavours to notify the relevant business User without undue delay, to the extent that MetCat is able to identify the affected Accounts.
- 13.4. MetCat will provide reasonable assistance to the User to facilitate the handling of any Personal Data Breach affecting the User's Personal Data in an expeditious and compliant manner.

14. Retention and Deletion

- 14.1. MetCat will retain Personal Data only for as long as is necessary for the Agreed Purposes, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements, or to establish, exercise or defend legal claims.
- 14.2. Notwithstanding clause 14.1, MetCat shall continue to retain Personal Data in accordance with any statutory or professional retention periods applicable in the UK or, where relevant, the EU.
- 14.3. On termination or expiry of the User's Account, MetCat will delete or anonymise the User's Personal Data in accordance with the Privacy Notice, save where retention is required for the purposes set out in clauses 14.1 and 14.2.

15. Aggregated and Anonymised Data

MetCat may generate aggregated, statistical or anonymised data from Personal Data for any lawful business purpose, including market and pricing analytics, product development, and to demonstrate the performance of the Platform. Once data has been anonymised so that it can no longer be used to identify the User (alone or in combination with other information reasonably available to MetCat), it is no longer Personal Data and is not subject to the Data Protection Laws. MetCat retains all rights in such aggregated and anonymised data.

16. Intellectual Property Rights

- 16.1. The User acknowledges that clause 10 of the App Terms governs intellectual property rights in the Platform and the Content. This clause 16 is supplementary to, and does not limit or duplicate, clause 10 of the App Terms.
- 16.2. Subject to the User's rights as a Data Subject under the Data Protection Laws, all rights, title and interest in and to (a) data generated by MetCat through the operation of the Platform (including pricing data, market data, behavioural and usage data, aggregated and anonymised analytics, and any datasets, indices, models or derivative works produced from any of the foregoing) and (b) any database rights, copyright, trade marks, trade secrets, know-how and other intellectual property rights in such data, are owned by or licensed to MetCat and shall remain vested in MetCat absolutely.
- 16.3. For the avoidance of doubt, the User has no intellectual property rights in, or to, any data generated by MetCat through the operation of the Platform. The limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Platform and Content granted under clause 10 of the App Terms does not extend to any rights in such data.

- 16.4. By creating an Account and using the Platform, the User grants MetCat a non-exclusive, royalty-free, transferable, sub-licensable, worldwide, perpetual and irrevocable licence to use, reproduce, adapt and incorporate into the Platform and its datasets any Personal Data, business information and other data provided by the User through the Platform, solely for the purposes set out in these Data Protection Terms and the Privacy Notice (and, once anonymised in accordance with clause 15, for any lawful business purpose without restriction).
- 16.5. MetCat's rights under this clause shall survive termination or expiry of the User's Account and shall be fully assignable and transferable by MetCat without the User's consent, including in connection with any merger, acquisition, asset sale or corporate transaction.

17. Warranties

17.1. MetCat warrants and undertakes that it will:

- (a) Process Personal Data in compliance with all applicable Data Protection Laws;
- (b) maintain such valid registrations and pay such fees as are required by the ICO to process Personal Data for the Agreed Purposes;
- (c) respond to Data Subject rights requests in accordance with the Data Protection Laws;
- (d) take all appropriate steps to ensure compliance with the security measures set out in clause 12; and
- (e) make available on request to Data Subjects a copy of these Data Protection Terms, unless they contain confidential information (in which case MetCat may provide an extract or summary).

17.2. The User warrants and undertakes that:

- (a) any Personal Data provided by the User to MetCat through the Platform is accurate and up to date;
- (b) where the User provides Personal Data relating to another individual (for example, an employee or representative), the User is entitled to provide that Personal Data to MetCat and has complied with the transparency and lawful basis requirements of the Data Protection Laws in respect of that disclosure; and
- (c) the User will comply with all applicable Data Protection Laws in connection with its use of the Platform.

17.3. Except as expressly stated in these Data Protection Terms, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise, are excluded to the greatest extent permitted by law.

18. Changes to these Data Protection Terms

- 18.1. MetCat may update these Data Protection Terms from time to time to reflect changes in the law, in the way it provides the Services, or in its Processing activities. Material changes will be notified to the User in accordance with the general notice provisions of the App Terms. Continued use of the Platform after the effective date of any update constitutes acceptance of the updated terms; if the User does not accept an update, the User may close their Account.
- 18.2. If during the term of the User's use of the Platform the Data Protection Laws change in a way that these Data Protection Terms are no longer adequate for the purpose of governing the Processing of Personal Data, MetCat will update these Data Protection Terms as soon as reasonably practicable.

19. Contact

Questions about these [Data Protection Terms](#) or about MetCat's Processing of Personal Data should be sent to support@metcat.com.