

# Terms of Service

**This terms of service agreement governs your access to, and use of, the websites, services and applications which are owned, operated or provided by or on behalf of Hocus srl.**

By using the Hocus Services (as defined below) you are agreeing to be bound by the following terms and conditions ("Terms of Service"). You must read, agree to and accept all of the terms and conditions contained in the Terms of Service and Privacy Policy (and any applicable data protection addendum). Your agreement with us includes these Terms of Service and Privacy Policy. Read them all. Collectively they set out your legal obligations and requirements when using our services.

This Terms of Service and Privacy Policy collectively forms your agreement (the "Agreement") and governs your access to, and use of, the websites, services, applications and integrations (collectively, the "Services") which are owned, operated or provided by or on behalf of Hocus srl ("Hocus"). As used in this Agreement, "you" and "your" refers to you, the person accessing the Services; "we" means (and "us", "our", "ours" and "ourselves" refer to) Hocus; and "party" or "parties" refers to both you and us. The effective date of this Agreement is when you accept it, in accordance with the terms and conditions that are set out below.

YOUR ACCESS TO AND USE OF THE SERVICES IS SUBJECT TO LEGALLY BINDING TERMS AND CONDITIONS. PLEASE CAREFULLY READ ALL OF THE FOLLOWING TERMS AND CONDITIONS. ACCESSING OR USING THE SERVICES IS THE EQUIVALENT OF YOUR SIGNATURE AND INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS AND THAT YOU INTEND TO BE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THE SERVICES.

You can view, print, download or save this Agreement at any time, under the "Terms of Service" link that appears on our website.

We reserve the right to change these terms and conditions at any time without notice, by updating this Agreement, and such changes will be effective as of the date these updates (or an updated version of this Agreement) is posted to our website. We may provide notice to you of material revisions by means of a general notice on our website. Your continued use of the Services after such revisions are posted will signify your agreement to these revised terms. Therefore, you should visit this page periodically to review this Agreement.

## **Our Services**

**Our services are described in more detail on our website. We cannot guarantee that our products will be exactly as shown on our demo page**

We offer Marketing, Logistics and e-commerce development services. Furthermore, we develop and make available to you apps which are designed to enhance your e-commerce platform. Our eCommerce apps are built to provide additional value-add features to your existing storefront. In some cases, our apps may permit you to receive, sell, and otherwise use material ("Uploaded Content") which is uploaded by third parties ("Content Uploaders"). We can also custom develop apps for your store, provide webmaster services, and many other e-commerce services. You can access information on our current apps at [hocus.com](https://hocus.com).

The specifics of each aspect of the Services (including technical details, support and pricing information) are posted on our website, as we may amend them from time to time, as well as in any applicable statement of work we may issue to you, in respect of the Services. Where you engage us to custom develop Services, the details of our engagement will be governed by any additional documents and agreements as part of that engagement. We take reasonable efforts to explain each Service's features to you on our website, but we can't guarantee a Service will look or perform exactly like it appears on a demo page. If you have any questions about any terms or details of any of our Services, please reach out to us at the contact information below. Hocus shall use commercially reasonable efforts to provide technical support for Services. We are not responsible for providing technical support for any apps, products, or services provided to you by third parties.

## **Payments & Terms**

**Sales are finalized once you make your purchase. If we are required to pay any chargeback fees in connection with your use of our services, you agree to compensate us for those fees. We will typically bill you monthly. You are required to pay the amount billed within 15 days.**

All Services are provided on a per store basis, meaning you will have to purchase Services on an individual store basis. For example, if you have two stores, and you wish to use one of our apps for both stores, you must purchase two subscriptions to that app.

Unless otherwise indicated, the sale is finalized when you conclude the purchase of the Service, and your method of payment will be charged following your predefined billing cycle on that eCommerce platform. When you make a payment, you confirm that you are entitled to use the method which you have

used to make the payment.

All payments to Hocus do not include applicable sales, goods and services, harmonized, or any other taxes or fees, which may be charged by governmental authorities. Such taxes and/or fees will be added to the total amount you are required to pay and billed to your method of payment.

Payment of these taxes and/or fees will be your sole responsibility.

You agree to indemnify and hold harmless Hocus and its officers, directors, subsidiaries, affiliates, employees, representatives, agents, licensors and their respective successors and assigns (collectively, its "Others"), against any chargeback costs (plus any taxes or related fees) which we are required to pay, as a result of a payment dispute with you or in relation to a payment you have made to us for the Services.

In the event that you are billed directly by us, in most cases, you will be billed in advance of your payment period, typically monthly. In some cases, such as for overages, you may be billed in the month after the overages incurred. You must make all payments, without any setoff or deduction for any reason, within fifteen (15) days of the date of your invoice in a manner determined by us in our sole discretion.

All payments are made payable in EUR or USD.

## **Trial Period**

**If we offer you a trial period, you will not be charged for using the applicable apps during that period. These terms apply during any trial period. If you continue to use the services after the trial period ends, you will be charged for such use and these terms continue to apply.**

We may offer a trial period for certain Services before being required to purchase or subscribe. The duration and specific terms of the trial period will be published to our websites and during the Services install process. You will not be charged for the Services until the trial period has expired.

You agree that even though you may have access to the Services on a trial basis, free of charge, you will be bound by the terms and conditions of this Agreement. Your continued use of the Services following the conclusion of the trial period constitutes your consent to be charged for those Services and to the provisions in this Agreement.

## **Right to use the Services and Intellectual Property**

**All of our services (and the code that makes them work) belong to us, but we grant you a limited right to use them to operate your online store. You are not allowed to use, change, copy or do**

## **anything else with Our Content without getting our "ok" in advance.**

Subject to your compliance with the terms and conditions of this Agreement, we hereby grant to you a limited, non-exclusive, non-assignable, non-sublicensable, revocable right to install and use the Services for the purpose of operating your online store. This right terminates upon termination of this Agreement or any other agreements previously provided to you by us, as may be applicable. For certainty, if you uninstall all our apps, your Agreement is terminated automatically. Any and all rights not expressly granted to you are reserved by us, and this Agreement does not confer to you a proprietary interest in any Services.

All materials displayed or otherwise accessible on or through the Services, including source code ("Our Content"), and the selection and arrangement of Our Content, are protected by copyright, pursuant to Canadian copyright laws, international conventions and other copyright laws. We either own the intellectual property rights, including copyright, or have acquired the necessary rights or licences, in Our Content. Portions of Our Content may have been licensed to us or published on our website, or as part of our Services, by third parties. Any reproduction, modification, publication, transmission, transfer, sale, distribution, display or exploitation of the Services or Our Content, whether in whole or in part, without our express written permission, is strictly prohibited.

Certain words, phrases, names, designs or logos made available on or through the Services may constitute trademarks, service marks, or trade names that are owned by us or others. The display of such marks on or through the Services does not imply that you have been granted a license by us or others with respect to them.

If you believe in good faith that any material that is made available on or through the Services, infringes your copyright, please notify us [link](#) on our website.

Subject to the terms and conditions of this Agreement and the API License Agreement, you are granted a limited personal, non-exclusive, non-transferable, revocable license to access, view and use our website, including a limited license to download, print and store single copies of Our Content (other than source code) from our website, for your personal use, provided that you maintain all copyright and other notices contained in such items and you do not (and do not allow any third party to) copy, modify, create derivative works of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, in our website. Our Content must not be reproduced, republished, or disseminated in any manner or form without our prior written consent or the prior written consent of the third parties from which such information was collected, as the case may be.

## **Continued Use, Updates and Upgrades**

**We can alter or remove the services at any time. If we update the services, we may make those updates available to you but we are not obligated to do so.**

We reserve the right to modify, update, remove or disable access to any Services, without notice to you, and we will not be liable to you if we exercise those rights. When you purchase a particular Service, you are purchasing the right to use that Service as of the time you purchase it. You are not paying for the right to any updates, upgrades or future versions of the Services, though we may make such updates, upgrades or future versions available to you, in our sole discretion. We do not warrant, represent or undertake to provide any updates and in no event shall we be liable to you for our failure to do so.

### **Third Party Services and Content**

**We are not responsible for any issues between you and third parties. If you choose to use services (e.g., apps) from third parties, you do so at your own risk. This includes third party services that we may give you access to. We make no warranties or guarantees for any third party services.**

We are not a party to any relationship between you and any third party, including, but not limited to, you and your eCommerce platform or you and your customers (your "Customers"), and as such, we have no responsibility to you as regards to your relationships with these third parties. You acknowledge and agree that you have no recourse against us for any acts or omissions of third parties, and your interaction with third parties is entirely at your own risk. Your use of the Services may rely on services and products which are offered by third parties ("Third Party Services"). We have no responsibility to you for anything third parties do (or fail to do) and we provide no warranties or guarantees about third parties or Third Party Services. Your use of Third Party Services may be subject to specific terms and conditions which are set by those third parties.

We may make third parties' content and materials ("Third Party Content") available to you through our websites, such as reviews. Our making available of such Third Party Content does not constitute an endorsement or recommendation, and we are not responsible for any reliance you may place on Third Party Content. We make no warranties or representations as to any Third Party Content and we shall have no liability for it. Any opinions or statements made by third parties are those of such third parties, and do not necessarily state or reflect our views.

You agree that we will have no liability to you with respect to the acts, omissions, errors, representations, warranties, breaches or negligence for any damages or expenses resulting in any manner from your interactions with any:

a) third parties; b) Third Party Services; or c) Third Party Content, and we are not obliged to become involved in any disputes you may have with any third parties. If you have a dispute with any third parties, you release Hocus and its Others from any direct, indirect, incidental, special, consequential, exemplary or other damages whatsoever, including, without limitation, any direct, indirect, incidental, special, consequential, exemplary or other damages, arising out of or in any way related to such disputes and/or our Services.

## **Disclaimer**

**As is standard for “software as a service” contracts such as this, we provide our services “as-is”. That means, it may have errors or your access may be interrupted. We do not provide any warranties for the services.**

The Services and the materials on our website are provided on an as-is, as-available, basis and without warranties of any kind, expressed or implied. By accessing and using the Services and the materials on our website, you acknowledge and agree that such access and use is entirely at your own risk. We make no representation or warranties regarding the use or the results of the Services or the materials on our website (whether provided directly by us or through third parties or our affiliates), including, without limitation, that the Services or materials on our website will be accurate, complete, correct, timely or suitable, that the Services and the materials on our website are of merchantable quality or fit for a particular purpose, that the Services and the materials on our website will be available or uninterrupted at all times or at any particular time, or that the Services and the materials on our website will be free from errors, viruses or other harmful components. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including, but not limited to, warranties and conditions regarding the use of the Services and the materials on our website, including all implied warranties or conditions of merchantability, fitness for a particular purpose or non-infringement, whether express or implied, or arising from a course of dealing, usage or trade practice. We are not responsible for what others do with any materials or information you choose to share using the Services.

## **Limitation of Liability**

**Our liability to you is limited. This section is very important for you to read in full; we urge you to do so.**

THIS SECTION LIMITS OUR LIABILITY TO YOU. PLEASE READ IT CAREFULLY. To the maximum extent permitted by law, under no circumstances shall you be entitled to recover any special, incidental, consequential or indirect damages

from Hocus or its Others, which you may suffer arising out of, caused by, or in connection with, the use, or inability to use, the Services, any inaccuracy, incompleteness or incorrectness contained in the materials displayed, accessed or used as part of the Services, or your reliance or acting upon the materials used as part of the Services, including any loss or damages in the nature of or relating to lost business, lost savings, lost data and/or profits, regardless of the cause and whether arising in contract, tort, in equity, at law or otherwise, and whether or not Hocus has or had been advised of the possibility of such losses or damages. Unless otherwise agreed to by you and Hocus in writing, under no circumstances shall the liability of Hocus and its Others to you, for damages or losses suffered by you arising out of, related to or caused by, the Services, or the use thereof, exceed a maximum equal to the amount actually paid by you for the Services in the three (3) months' period preceding such losses or damages. You acknowledge and agree that the payments paid by you for the Services reflect the allocation of risk set forth in this Agreement and that Hocus would not enter into this Agreement without these limitations on liability.

You agree to release, remise and acquit Hocus and its Others from any claims, actions, demands, costs and expenses of any kind whatsoever, whether in contract, negligence or tort, at law or in equity, or by statute or otherwise, howsoever caused, with respect to your use of, or our operation of, the Services, except as may be set out in the preceding paragraph.

## **Indemnity**

### **You agree to compensate us for losses that we may suffer in connection with your use of the services.**

You agree to indemnify and hold harmless Hocus and its Others from any claim or demand (including reasonable legal fees, expert fees and other reasonable litigation costs), arising from, incurred as a result of, or in any manner related to, your use of the Services, including, but not limited to: a) your breach of this Agreement; b) any misrepresentation made by you to any third party; c) any third party claim in respect of the Services involving or related to your or your Customers' use of the Services; d) your ability or your Customers' ability to access and use the Services; or e) your violation of applicable laws, rules or regulations or the rights of any third party.

## **Cancellation, Termination & Refund Policy**

**We may change, suspend or terminate your access to the services at any time. You may cancel your subscription to our services at any time and without incurring any fees by uninstalling the apps that you no longer want to use. Your next invoice will be adjusted accordingly. After the services are**

**terminated, you will lose access to them.**

If you breach any provision of this Agreement (as determined by us, in our sole discretion), we may terminate this Agreement and you may no longer use the Services. We may, at any time, and for any reason, with or without cause, and in our sole discretion, immediately suspend or terminate (in whole or in part) your permission to use the Services and this Agreement, all without notice or liability to you or to any other person.

We shall not be responsible for refunding or otherwise paying any funds, amounts or credits that may be owed to you if we have suspended or terminated your permission to use the Services or any part thereof. We reserve the right to cease, suspend or interrupt operation of, or access to, the Services or any part thereof, and we shall not be required to provide any notice in respect of such cessation, suspension or interruption of access, nor shall we have any liability for such cessation, suspension or interruption of access.

While we do not offer any refunds on the Services and all sales are final, you may cancel your subscription(s) at any time for no additional charges. Simply uninstall the app(s) (or other Services) that you no longer want to use and your next invoice will automatically be adjusted to exclude the app(s) (or other Services) you uninstall (provided that, in the case of subscription based Services, your invoice will be adjusted during the first billing cycle after you uninstall the app). If you no longer use any of our apps or Services and you no longer owe us any fees, you won't receive any further invoices. Upon termination, all payments for Services received pursuant to this Agreement shall become due immediately. Please note that this cancellation policy may not apply to custom developed Services/deliverables which you have engaged us to create/perform for you.

When the Services are terminated by you or by us, for any reason, we will stop providing the Services to you, and you will no longer be able to access your Hocus account. You shall uninstall and/or delete any apps or other software you have downloaded from us. The termination of the Services may result in the loss of content which is associated with your account and we are not responsible for storing or providing you copies of such content. Personal data tied to your Hocus account will be permanently deleted or anonymized within 60 days of the termination date.

Provisions which, by their nature, should survive termination of this Agreement (including, without limitation, obligations you have to pay or indemnify us, limitations on our liability and any releases of us, terms regarding confidentiality, ownership of intellectual property rights and rules which govern disputes between us), shall survive termination of this Agreement.



# Privacy Policy

**Your privacy is important to us. Our use and collection your information is governed by our Privacy Policy. Please ensure you have read and understood that Privacy Policy. Note that, for Merchants that need to comply with GDPR, we offer a Data Processing Addendum which covers our obligations when we use and collect personal information.**

We are committed to protecting your privacy, in accordance with the terms and conditions of the Privacy Policy. By accessing and continuing to use the Services, including without limitation by registering or creating an account or profile with Hocus, and by providing personally identifiable information or personal data to Hocus through the Services, you are acknowledging that you have read our Privacy Policy (which sets out how we process personal data, and our legal basis for processing personal data) and that you agree and consent to us processing your personal data to provide the Services to you in accordance with this Agreement and our Privacy Policy. Please ensure that you have reviewed and understand our Privacy Policy before purchasing or subscribing for any Services from us or providing personal data to us.

When you use the Services to transfer your Customers' personal data to us, you represent and warrant that you have your Customers' consent to: a) the transfer of such personal data to us; and b) our collection, use, retention, and disclosure of that and other personal data of your Customers, for the purposes which are set out in the Privacy Policy. You further acknowledge and agree that our use of your Customers' personal data for these purposes is in our capacity as your agent, only.

## **Who we are**

Our website address is: <https://hocus.com>.

## **What personal data we collect and why we collect it**

### Contact form and comments

When visitors leave comments or asks info on the site we collect the data shown in the comments and all the other forms, and also the visitor's IP address and browser user agent string to help spam detection.

### Media and contact form

If you upload images to the website, you should avoid uploading images with embedded location data (EXIF GPS) included. Visitors to the website can download and extract any location data from images on the website.

## Cookies

If you leave a comment on our site you may opt-in to saving your name, email address and website in cookies. These are for your convenience so that you do not have to fill in your details again when you leave another comment. These cookies will last for one year.

## Embedded content from other websites

Articles on this site may include embedded content (e.g. videos, images, articles, etc.). Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website.

These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracking your interaction with the embedded content if you have an account and are logged in to that website.

## Analytics

If you leave a comment, the comment and its metadata are retained indefinitely. This is so we can recognize and approve any follow-up comments automatically instead of holding them in a moderation queue.

For users that register on our website (if any), we also store the personal information they provide in their user profile. All users can see, edit, or delete their personal information at any time (except they cannot change their username). Website administrators can also see and edit that information.

## What rights you have over your data

If you have an account on this site, or have left comments, you can request to receive an exported file of the personal data we hold about you, including any data you have provided to us. You can also request that we erase any personal data we hold about you. This does not include any data we are obliged to keep for administrative, legal, or security purposes.

## Confidentiality

**We will treat all of your data and records as confidential. We will only share it if necessary to deliver the services. If you were referred to us by one of our partners, you authorize us to share commercial details related to your services with any such partner.**

We will not sell, share, or rent your personal data to or with any third party. Your records are regarded as confidential and therefore will not be divulged to any unaffiliated third party, other than our payment gateway in order to process your payment(s), and as is otherwise necessary for the delivery of the Services and/or if legally required to do so, to the appropriate authorities.

Further information on the collection, use, retention, and disclosure of personal data is available in our Privacy Policy.

## **Your Account**

**You might need an account to use some features of Hocus' services. Keep all account details confidential – you are responsible for it. We work hard make sure your account is secure, but we cannot guarantee it. If you know or think your account has been compromised, let us know.**

You may be required, when you use certain features of the Services, to create an account with us, including a username and password. If we determine the username is in use by someone else or it is otherwise offensive, we may refuse to allow you, in our sole discretion, to use the chosen username. In addition, you are responsible for maintaining the confidentiality of your password and you are responsible for all uses of your username, whether or not you authorize such uses. You agree to notify us immediately of any actual or suspected loss, theft or unauthorized use of your username and password, or your account. We are not responsible for verifying your identity or the identity of anyone who uses your account, and we are not liable for any loss or damage as a result of your failure to protect your password, or as a result of unauthorized use of your username and/or password. You agree that any registration information you provide will be true and accurate, and that you will update it, as is necessary to keep it current. We reserve the right to automatically log you out of your account after such a period of inactivity as we determine is reasonable, in the circumstances.

We care about the security of our users. While we work hard to protect the security of your Uploaded Content, personal data, and account, we cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately in the event of any actual or suspected breach or unauthorized access or use of your account.

**If you are a resident of the European Union:** You have the right to delete your account with us by contacting us. If you choose to permanently delete your account, the non-public personal data that we have associated with your account will also be deleted.

## **Internet Connectivity and Compatible Technology**

**Your (and your customers') internet access, software and hardware compatibility is out of our control. We are not responsible where our services are unavailable for reasons such as those that are outside of our control.**

The availability and functioning of the Services depend on the availability of a properly functioning Internet connection, as well as compatible hardware and

software. We are not responsible for ensuring uninterrupted access to the Internet or any charges you incur, in association with your use of the Internet, nor are we responsible for ensuring your hardware and software are compatible with the Services. You acknowledge that your access to and use of the Services may be impaired or prevented by factors beyond our control (such as issues with your computer system or Internet connectivity), and that we are not responsible for any such factors, or their effects. We are not liable for any failure to backup or restore any information or for interruptions, delay or suspension of access to or unavailability of the Services, or any loss of such information, data or transmissions. It is your responsibility to ensure that your data is backed up effectively.

## **Links from this Website**

**Our website contains links to other websites – we do not monitor or review those links. We are not responsible for any content on those sites.**

We do not monitor or review the content of other parties' websites and services which are linked to from this website, nor do we control the availability and content of such websites and services. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and we should not be regarded as the publisher of such opinions or material, nor are we responsible for the accuracy of such opinions or material.

Please be aware that we are not responsible for the privacy practices, or content of third party websites and services. We encourage our users to be aware when they leave our website, and to read the terms of use and privacy statements of the websites that they may link to or access. You should evaluate the security and trustworthiness of any other website connected to our website or accessed through our website yourself, before disclosing any personal data to it. Hocus will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal data.

## **Acceptable Use**

**You cannot use our website or services in any way that would contradict this agreement, or that would otherwise be inappropriate.**

Without limiting anything else in this Agreement, you must not use (or cause or permit to be used) this website or the Services:

- in any way that causes, or may cause, damage to our website or the Services, or impairment of the availability or accessibility of our website or the Services;
- in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

- to post, transmit, or otherwise make available any material that is or may be: (a) threatening, harassing, degrading, hateful, or intimidating; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent, pornographic, or otherwise objectionable; or (e) non-compliant with applicable privacy legislation or an infringement of another person's privacy, including without limitation by disclosing the personal data of another individual without their knowledge and consent;
- to post, transmit, or otherwise make available, any material that may violate: a) our proprietary rights; or b) the proprietary rights of any third party, including, without limitation, copyrighted software, photographs, texts, videos or artwork or any moral rights associated therewith;
- for any commercial purposes other than those which are expressly set out in this Agreement;
- to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- to conduct any systematic or automated data collection activities (including, without limitation, scraping, data mining, data extraction and data harvesting) on or in relation to this website without our prior express written consent;
- to impersonate any person or entity or misrepresent your affiliation with any other person or entity;
- to engage in spamming, flooding, harvesting of email addresses or other personal information, spidering, "screen scraping", "database scraping", or any other activity with the purpose of obtaining lists of users or other information (including any activity which involves accessing or using the Services for purposes which are unrelated to the Services);
- to attempt to gain (or gain) unauthorized access to other computer systems through the Services, or to obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services;
- in a manner that is disrespectful toward Hocus employees, which may involve actions, words or physical gestures that could reasonably be perceived to be the cause of the employee's distress or discomfort; or
- in a manner which is otherwise contrary to this Agreement.

Any use of the Services which is contrary to the terms of this Agreement may result in the immediate termination of this Agreement and your use of the Services, by us.

## **International Terms**

**We are based primarily in Italy. If you are outside of Italy, your data will be transferred to, stored and processed in Italy and/or other countries. You must comply with all laws in your part of the world when you access our services.**

If you are not a Italian resident and you are accessing our Services from outside of Italy, you agree to transfer certain information outside your home country to us, and that you will follow all the laws that apply to you. We provide our Services outside of Italy; however, our servers and operations are located primarily in Italy (and, in the case of our servers, Italy, the European Union, and the United States), and our policies and procedures are based primarily on Italian law. Because of this, the following provisions apply specifically to users located outside of Italy: (i) you consent to the transfer, storage, and processing of your information, including but not limited to Uploaded Content and any personal data, to and in Italy and/or other countries; and (ii) you agree to comply with all local laws, rules, and regulations including, without limitation, all laws, rules, and regulations in effect in the country in which you reside and the country from which you access the Services. The Services are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation.

## **Miscellaneous**

We are physically located within the Province of Milan, Italy. This Agreement will be governed by the laws of the Province of Milan and the laws of Italy applicable therein and shall be treated in all respects as an Italian contract, without reference to the principles of conflicts of law. In the event of a dispute, you agree to submit to the exclusive jurisdiction of Italian courts.

Your use of the Services may also be subject to other local, state, provincial, national or international laws and the use of the Services may be prohibited by law in some jurisdictions. By using the Services you certify that the laws of the jurisdiction in which you are using the Services, permit the use of it, and you are responsible for complying with all local laws in your jurisdiction. If the laws which apply to your use of the Services would prohibit the enforceability of this Agreement, or impose any additional burdens on us, or confer to you rights which are materially different than those granted to you under this Agreement, you are not authorized to use the Services and you agree to remove them from any computer or other device on which they may be installed.

You agree to waive any right you may have to: a) a trial by jury; and b) commence or participate in any class action against us related to your use of the Services, the exchange of electronic documents between us or this Agreement and, where applicable, you also agree to opt out of any class action proceedings against us.

The Services offered by Hocus are directed towards and designed for the use of persons above the age of majority in their respective province, state, or country. Persons under the age of majority are not permitted to use the Services on their own, and Hocus will not approve applications of, or establish, or maintain accounts or memberships for any persons below their respective region's age of majority.

If you are younger than 18, you may use the Services under the supervision of a parent or legal guardian. Otherwise, you must be 18 or older to use the Services and in no circumstances shall people under the age of majority in your state, province, or country, use the Services. Use of the Services by anyone under 13 years of age is strictly prohibited.

The parties hereto have required that this Agreement and all documents relating thereto be drawn up in English.

Words importing the singular include the plural and vice versa; and words importing gender include all genders, including the neuter gender, as the context may require.

We will not be liable for the failure or delay in our performance of our obligations under this Agreement due to any cause beyond our reasonable control, including, but not limited to: a) acts of God; or b) failure or disruptions in third-party-controlled or operated communications facilities; or c) worms, viruses and other disabling or disruptive software, communications or files. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. We may assign this Agreement without restriction. You may not assign your rights under this Agreement without our prior written permission and any attempt by you to do so shall be void. This Agreement is binding on you and us, and your and our respective successors (including any successor by reason of amalgamation of any party), heirs, legal representatives and permitted assigns, as the case may be.

## **Communication**

**We may communicate with you via email or by posting notices on our website. You can opt out of receiving promotional messages from us at any time. If you need to provide us with notice, you may do so by mailing us or sending us an email to [info@hoculus.com](mailto:info@hoculus.com).**

When you visit our website, use the Services or send emails to us, you are communicating with us electronically. We may communicate with you by email or by posting notices on our website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically, satisfy any legal requirement that such communications be in writing and/or signed.

You are not required to agree to receive promotional messages from us as a condition of using the Services. However, by electing to submit your contact information to us and agreeing to this Agreement, you agree to receive certain communications from Hocus. These communications may include, for example, operational communications concerning your account or use of the

Services, updates concerning new and existing features of the Services or Hocus websites, and promotional communications concerning promotions run by us or third parties, and news relating to the Services and industry developments. If you wish to stop receiving promotional communications from us, follow the instructions we provide in the communication for that category of communication.

All notices given by you to us, must be given to us at the address set out below or by email to [info@hocus.com](mailto:info@hocus.com). We may give notice to you at the email or mailing address you provide to us when you place an order with us, or register to use the Services, or by way of a general posting on our website. Notice will be deemed to be received immediately when posted on our website, twenty-four (24) hours after an email is sent and three (3) days after a letter is posted. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post. In the case of an email, notice will be proved by showing the email was sent to the specified email address of the recipient of the notice.

Hocus is registered in Milan, Italy and registered office: Viale Campania 2/4, Cologno Monzese (MI) 20145.

## **GDPR Compliance**

At Hocus, we take the protection and handling of personal information very seriously.

Making sure that Merchants (and their Customers) can trust that our team will keep their personal and financial information safe is vital, and frankly, something we obsess over each and every day.

### **Hocus as Processor**

Hocus primarily acts as a Processor on behalf of our Merchants (who are Controllers) in relation to data we receive and process from Merchants about their Customers, as described in our updated Privacy Statement. A Processor takes personal data on behalf of a Controller and acts on it as the Controller has requested. In Hocus' case, we process the personal data of our Merchant's Customers to help facilitate a transaction between the Merchant and Customer. For example, our Recurring Orders app reads Shopify customer and order data to be able to generate and report on purchased subscriptions. Where Hocus acts as a Processor, Merchants (as Controllers) are responsible for having a Legal Basis for Processing. Hocus only processes personal data in this capacity on the instructions of Merchants.

### **Hocus as Controller**

In some limited circumstances, Hocus may act as a Controller. For example, where we process a Merchant's personal data when a Merchant installs one of our apps, submits a form indicating interest in Hocus services (such as a quote request for our Professional Services, or a pre-sales support request), or signs up to our email list. Where Hocus acts as a Controller, we have implied



consent to process a Merchant's personal data when installing one of our apps, or submitting a form indicating interest in Hocus services. We may also have express consent to process your data. This would happen if you sign up to our email list: we tell you what you're signing up for in plain English.

## **Protection of Personal Data**

We've completed an audit of our physical, technical, and administrative security measures to make sure we have implemented appropriate and reasonable measures to ensure that personal data we're entrusted with is kept safe.

One important outcome of this audit was the minimization and redaction of information that could potentially be used to identify someone personally. The best way to avoid a data breach is to not have that data in the first place; we've instituted policies to ensure that we only keep Customer (or Merchant) information for as long as is reasonable and necessary. At Hocus, this means that Customer personal data is redacted after a Merchant uninstalls one of our apps.

A Data Protection Impact Assessment helps us assess the risk that apps, services and features could pose to an Data Subject's personal data. This process is undertaken as we develop new services and functionality to make sure we're building with privacy in mind.

We've also reviewed processes of teams across the company to make sure we're handling personal data in a way that meets the high standards set by the GDPR.

One of our biggest undertakings has been to review our relationships with the vendors or subprocessors used by our team that could potentially come in contact with personal data. This includes server hosts, support ticketing software, blog providers, and everything in between. We've taken steps to ensure they also meet the requirements set out by the GDPR, appropriate to their role in the chain of processing. For example, we've implemented Data Processing Agreements / Addendums with such vendors (where necessary). These Data Processing Agreements/Addendums also incorporate standard contractual clauses approved by the European Commission to ensure any onward transfer of this data to countries without adequate privacy laws (as determined by the European Commission) is done safely.

Training sessions have also been held with members of our staff to ensure that they are educated on their legal obligations as it pertains to personal data, and to ensure their commitment to the ideals of privacy and respect for personal data being at the core of working alongside Merchants.

## **Data Subject Rights**

One of the most relevant components of the GDPR is the rights of Data Subjects. A set of rights granting people the ability to exercise control over their personal data. The three most relevant ones to you as an eCommerce

entrepreneur are likely the right of access, the right to rectification, and the right of erasure.

### **Right of Access**

The right of access allows a Data Subject (i.e. the person about whom data has been collected or stored) to request from a Data Controller any data they have collected relating to that person, along with information on if and how it has been processed. In plain language, this is a "Give me everything you have on me" type of request. The Data Controller (in many cases, the Merchant) is responsible for providing the data from their systems, including any which may be held/stored by their third-party Processors. If a Merchant receives a request relating to the right of access for data that may be held by Hocus, they should contact [info@hocus.com](mailto:info@hocus.com) for assistance.

### **Right to Rectification**

The right to rectification allows Data Subjects to request their personal data be modified or corrected. As a Merchant, this may simply mean you make the change as requested in your eCommerce platform. If you have a concern relating to a rectification request as it exists in a Hocus app or service, contact [info@hocus.com](mailto:info@hocus.com).

### **Right to Erasure**

The right to erasure, commonly referred to as the "Right to be forgotten" means Data Subjects have the right to ask for all of their personal data be deleted by a Controller. This means, as with each of the other rights, the Controller is responsible for their own records, and must ensure Processors with whom they work also delete this person's data. Fulfilling requests for erasure and deletion are handled through an email to [info@hocus.com](mailto:info@hocus.com).