Data Processing Addendum (DPA)

Wysh Shopify App - Last updated 2nd Oct 2025

Visualsoft

Data Processing Addendum (DPA)

This Data Processing Addendum ("DPA") is an integral part of the agreement between Visualsoft Limited ("Processor") and the user ("Customer") of our Shopify app, Wysh (the "App"). By installing and using the App, the Customer agrees to the terms of this DPA.

1. Introduction

1.1. This DPA outlines the terms under which Visualsoft Limited will process Customer Data in the course of providing services through the App. It is designed to comply with relevant data protection laws and regulations.

2. Data Processing

2.1. Data Collection

The Processor collects and processes the following types of Customer Data provided by Shopify: **Customer ID**

2.2. Purpose of Data Processing

The Processor processes Customer Data solely for the purpose of providing services through the App, including but not limited to personalisation and analysis.

2.3. Data Storage

The Customer Data is securely stored within our private, hosted cloud environment located in the UK. Data will be retained only as long as necessary to fulfil the purposes of processing or as required by applicable laws.

3. Sub-Processors

3.1. Authorised Sub-Processor

The Processor utilises our hosting partner as the sole sub-processor to store the database containing Customer Data.

3.2. Sub-Processor Obligations

The Processor ensures that our hosting partner, as a sub-processor, is bound by data protection obligations that provide at least the same level of protection for Customer Data as this DPA.

4. Sub-Processors

4.1. Security Measures

The Processor implements the following security measures to protect Customer Data:

Access Control: Access to Customer Data is restricted to authorised personnel only, via a secure network connection (not accessible via the internet) with access controlled via Secure Shell (SSH) and Two-Factor Authentication (2FA).

Data Encryption: All Customer Data stored is encrypted both in transit and at rest.

Monitoring and Audits: The Processor conducts regular audits and monitoring to ensure compliance with security protocols.

5. Data Deletion

5.1. Upon request from the Customer, the Processor will delete all Customer Data related to the Customer. Data deletion will be confirmed in writing and will be completed within 30 days of the request.

6. Customer Responsibilities

- **6.1.** The Customer agrees to:
 - 6.1.1. Use the App in compliance with applicable laws and regulations, including data protection laws.
 - **6.1.2.** Obtain any necessary consents from individuals whose data is processed through the App.

7. Amendments and Updates

7.1. The Processor reserves the right to update or modify this DPA as necessary to comply with changes in applicable laws, regulations, or business practices. Any significant changes will be communicated to the Customer through appropriate channels.

8. Governing Law

8.1. This DPA is governed by and construed in accordance with the laws of the UK. Any disputes arising out of or in connection with this DPA will be subject to the exclusive jurisdiction of the courts of the UK.

9. Acceptance

9.1. By installing and using the App, the Customer acknowledges and agrees to the terms of this DPA.

For any questions or concerns regarding this DPA, please contact us at gdpr@visualsoft.co.uk

Visualsoft Limited's Privacy Policy can be found at https://www.visualsoft.co.uk/privacy