

GDPR AND DATA PROCESSING  
ADDENDUM  
Effective Date: September 27, 2021

This Squarespace Data Processing Addendum (this "DPA") forms part of, and is subject to the provisions of, the Squarespace Terms of Service. Capitalized terms that are not defined in this DPA have the meanings set forth in the Terms of Service.

1. Additional Definitions.

The following definitions apply solely to this DPA:

a. the terms "controller", "data subject", "personal data", "process," "processing" and "processor" have the meanings given to these terms in EU Data Protection Law.

b. "Breach" means a breach of the Security Measures resulting in access to Squarespace's equipment or facilities storing Your Controlled Data and the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Your Controlled Data transmitted, stored or processed by Squarespace on your behalf and instructions through the Services.

c. "Content" means your User Content and any content provided to us from your End Users, including without limitation text, photos, images, audio, video, code, and any other materials.

d. "EU Data Protection Law" means any data protection or data privacy law or regulation of Switzerland, the United Kingdom or any European Economic Area ("EEA") country applicable to Your Controlled Data, including, as applicable, the GDPR and the e-Privacy Directive 2002/58/EC.

e. "GDPR" means the EU General Data Protection Regulation 2016/679. References to GDPR and its provisions include the GDPR as amended and/or incorporated into UK law.

f. "Security Measures" means the technical and organizational security measures set out here.

g. "Sub-Processor" means an entity engaged by Squarespace to process Your Controlled Data.

h. "Your Controlled Data" means the personal data in the Content Squarespace processes on your behalf and instructions as part of the Services, but only to the extent that you are subject to EU Data Protection Law in respect of such personal data. Your Controlled Data does not include personal data when controlled by us, including without limitation data we collect (including IP address, device/browser details and web pages visited prior to coming to Your Site) with respect to your End Users' interactions with Your Site through their browser and technologies like cookies.

2. Applicability.

This DPA only applies to you if you or your End Users are data subjects located within the EEA, United Kingdom or Switzerland and only applies in respect of Your Controlled Data. You agree that Squarespace is not responsible for personal data that you have elected to process through Third Party Services or outside of the Services, including the systems of any other third-party cloud services, offline or on-premises storage.

3. Details of Data Processing.

3.1 Subject Matter. The subject matter of the data processing under this DPA is Your Controlled Data.

3.2 Duration. As between you and us, the duration of the data processing under this DPA is determined by you.

3.3 Purpose. The purpose of the data processing under this DPA is the provision of the Services initiated by you from time to time.

3.4 Nature of the Processing. The Services as described in the Agreement and initiated by you from time to time.

3.5 Type of Personal Data. Your Controlled Data relating to you, your End Users or

other individuals whose personal data is included in Content which is processed as part of the Services in accordance with instructions given through the Services.

3.6 Categories of Data Subjects. You, Your End Users and any other individuals whose personal data is included in Content.

4. Processing Roles and Activities.

4.1 Squarespace as Processor and You as Controller. You are the controller and Squarespace is the processor of Your Controlled Data.

4.2 Squarespace as Controller. Squarespace may also be an independent controller for some personal data relating to you or your End Users. Please see our Privacy Policy and Terms of Service for details about this personal data which we control. We decide how to use and process that personal data independently and use it for our own purposes. When we process personal data as a controller, you acknowledge and confirm that the Agreement does not create a joint-controller relationship between you and us. If we provide you with personal data controlled by us, such as in any access to data regarding your End Users' interactions with Your Site, you receive that as an independent data controller and are responsible for compliance with EU Data Protection Law in that regard.

4.3 Description of Processing Activities. We will process Your Controlled Data for the purpose of providing you with the Services, as may be used, configured or modified through the Services (the "Purpose"). For example, depending on how you use the Services, we may process Your Controlled Data in order to: (a) enable you to integrate content or features from a social media platform on Your Site; or (b) email your End Users on your behalf.

4.4 Compliance with Laws. You will ensure that your instructions comply with all laws, regulations and rules applicable in relation to Your Controlled Data and that Your Controlled Data is collected lawfully by you or on your behalf and provided to us by you in accordance with such laws, rules and regulations. You will also ensure that the processing of Your Controlled Data in accordance with your instructions will not cause or result in us or you breaching any laws, rules or regulations (including EU Data Protection Law). You are responsible for reviewing the information available from us relating to data security pursuant to the Agreement and making an independent determination as to whether the Services meet your requirements and legal obligations as well as your obligations under this DPA. Squarespace will not access or use Your Controlled Data except as provided in the Agreement, as necessary to maintain or provide the Services or as necessary to comply with the law or binding order of a governmental, law enforcement or regulatory body.

5. Our Processing Responsibilities.

5.1 How We Process. We will process Your Controlled Data for the Purpose and in accordance with the Agreement or instructions you give us through the Services. You agree that the Agreement and the instructions given through the Services are your complete and final documented instructions to us in relation to Your Controlled Data. Additional instructions outside the scope of this DPA require prior written agreement between you and us, including agreement on any additional fees payable by you to us for carrying out such instructions. We will promptly inform you if, in our opinion, your instructions infringe EU Data Protection Law, or if we are unable to comply with your instructions. We will notify you when applicable laws prevent us from complying with your instructions, except if such disclosure is prohibited by applicable law on important grounds of public interest, such as a prohibition under law to preserve the confidentiality of a law enforcement investigation or request.

5.2 Notification of Breach. We will provide you notice without undue delay after becoming aware of and confirming the occurrence of a Breach for which notification to you is required under EU Data Protection Law. We will, to assist you in complying with your notification obligations under

Articles 33 and 34 of the GDPR, provide you with such information about the Breach as we are reasonably able to disclose to you, taking into account the nature of the Services, the information available to us and any restrictions on disclosing the information such as for confidentiality. Our obligation to report or respond to a Breach under this Section is not and will not be construed as an acknowledgement by Squarespace with respect to the Breach. Despite the foregoing, Squarespace's obligations under this Section do not apply to incidents that are caused by you, any activity on your Account(s) and/or Third-Party Services.

5.3 Notification of Inquiry or Complaint. We will provide you notice, if permitted by applicable law, upon receiving an inquiry or complaint from an End User, or other individual whose personal data is included in your Content, or a binding demand (such as a court order or subpoena) from a government, law enforcement, regulatory or other body in respect of Your Controlled Data.

5.4 Reasonable Assistance with Compliance. We will, to the extent that you cannot reasonably do so through the Services or otherwise, provide reasonable assistance to you in respect of your fulfillment of your obligation as controller to respond to requests by data subjects under Chapter 3 of the GDPR, taking into account the nature of the Services and information available to us. You will be responsible for our reasonable costs arising from our provision of such assistance.

5.5 Security Measures and Safeguards. We will maintain the Security Measures and the safeguards set out here. We may change or update the Security Measures or safeguards but will not do so in a way that adversely affects the security of Your Controlled Data. We will take steps to ensure that any natural person acting under our authority who has access to Your Controlled Data does not process it except on our instructions, unless such person is required to do so under applicable law, and that personnel authorized by us to process Your Controlled Data have committed themselves to relevant confidentiality obligations or are under an appropriate statutory obligation of confidentiality.

5.6 Sub-Processors. You agree that we can share Your Controlled Data with Sub-Processors in order to provide you the Services. We will impose contractual obligations on our Sub-Processors, and contractually obligate our Sub-Processors to impose contractual obligations on any further sub-contractors which they engage to process Your Controlled Data, which provide the same level of data protection for Your Controlled Data in all material respects as the contractual obligations imposed in this DPA, to the extent applicable to the nature of the Services provided by such Sub-Processor. A list of our current Sub-Processors is available upon request by sending an email to [privacy@squarespace.com](mailto:privacy@squarespace.com). Provided that your objection is reasonable and related to data protection concerns, you may object to any Sub-Processor by sending an email to [privacy@squarespace.com](mailto:privacy@squarespace.com). If you object to any Sub-Processor and your objection is reasonable and related to data protection concerns, we will make commercially reasonable efforts to make available to you a means of avoiding the processing of Your Controlled Data by the objected-to Sub-Processor. If we are unable to make available such suggested change within a reasonable period of time, we will notify you and if you still object to our use of such Sub-Processor, you may cancel or terminate the Services or, if possible, the portions of the Services that involve use of such Sub-Processor. Except as set forth in this Section 5.6, if you object to any Sub-Processors, you may not use or access the Services. You consent to our use of Sub-Processors as described in this Section 5.6. Except as set forth in this Section 5.6 or as you may otherwise authorize, we will not permit any Sub-Processor to access Your Controlled Data. Please note that if you are a Non-US User, Squarespace, Inc. is one of our Sub-Processors. Squarespace will remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of any Sub-Processor or their further sub-contractors that process Your Controlled Data and cause Squarespace

to breach any of Squarespace's obligations under this DPA, solely to the extent that Squarespace would be liable under the Agreement if the act or omission was Squarespace's own.

5.7 Squarespace Audits. Squarespace may (but is not obliged to) use external or internal auditors to verify the adequacy of our Security Measures.

5.8 Customer Audits and Information Requests. You agree to exercise any right you may have to conduct an audit or inspection by instructing Squarespace to carry out the audit described in Section 5.7. You agree that you may be required to agree to a non-disclosure agreement with Squarespace before we share any such report or outcome from such audit with you and that we may redact any such reports as we consider appropriate. If Squarespace does not follow such instruction or if it is legally mandatory for you to demonstrate compliance with EU Data Protection Law by means other than reviewing a report from such an audit, you may only request a change in the following way:

a. First, submit a request for additional information in writing to Squarespace, specifying all details required to enable Squarespace to review this request effectively, including without limitation the information being requested, what form you need to obtain it in and the underlying legal requirement for the request (the "Request"). You agree that the Request will be limited to information regarding our Security Measures.

b. Within a reasonable time after we have received and reviewed the Request, you and we will discuss and work in good faith towards agreeing on a plan to determine the details of how the Request can be addressed. You and we agree to use the least intrusive means for Squarespace to verify Squarespace's compliance with the Security Measures in order to address the Request, taking into account applicable legal requirements, information available to or that may be provided to you, the urgency of the matter and the need for Squarespace to maintain uninterrupted business operations and the security of its facilities and protect itself and its customers from risk and to prevent disclosure of information that could jeopardize the confidentiality of Squarespace or our users' information.

You will pay our costs in considering and addressing any Request. Any information and documentation provided by Squarespace or its auditors pursuant to this Section 5.8 will be provided at your cost. If we decline to follow any instruction requested by you regarding audits or inspections, you may cancel any affected Paid Services.

5.9 Questions. Upon your reasonable requests to us for information regarding our compliance with the obligations set forth in this DPA, we shall, where such information is not otherwise available to you, provide you with written responses, provided that you agree not to exercise this right more than one (1) time per calendar year (unless it is necessary for you to do so to comply with EU Data Protection Law). The information to be made available by Squarespace under this Section 5.9 is limited to solely that information necessary, taking into account the nature of the Services and the information available to Squarespace, to assist you in complying with your obligations under the GDPR in respect of data protection impact assessments and prior consultation. You agree that you may be required to agree to a non-disclosure agreement with Squarespace before we share any such information with you.

5.10 Requests. You can delete or access a copy of some of Your Controlled Data through the Services. For any of Your Controlled Data which may not be deleted or accessed through the Services, upon your written request, we will, with respect to any of Your Controlled Data in our or our Sub-Processor's possession that we can associate with a data subject, subject to the limitations described in the Agreement and unless prohibited by applicable law or the order of a governmental, law enforcement or regulatory body: (a) return such data and copies of such data to you provided that you make such request within no more than ninety (90) days after the cancellati-

on of the applicable Paid Services; or (b) delete, and request that our Sub-Processors delete, such data (excluding in the case of (a) or (b) any of such data which we maintain in order to comply with applicable law or as otherwise set forth in the Agreement). Otherwise, we will delete Your Controlled Data in accordance with our data retention policy.

## 6. Data Transfers.

6.1 Taking into account, in particular, the Security Measures and safeguards provided for in this DPA and the specific circumstances, you authorise Squarespace to transfer Your Controlled Data away from the country in which such data was originally collected to other countries globally in which Squarespace or any sub-processors operate, including in particular, to the US.

6.2 Unless such transfer is otherwise permitted under EU Data Protection Law, transfers to a subprocessor in any country not recognized under EU Data Protection Law as providing an adequate level of protection for Your Controlled Data shall proceed pursuant to (a) the processor to processor (module 3) standard contractual clauses for the transfer of personal data to third countries pursuant to the GDPR and approved by the European Commission decision 2021/914, dated 4 June 2021; or (b) such other standard contractual clauses for the transfer of personal data to third countries that are recognised under the applicable EU Data Protection Law in the EEA, UK or Switzerland. In order to facilitate an efficient and coordinated service, all communication with Squarespace and any subprocessor (including Squarespace, Inc.) in connection with such standard contractual clauses will, to the extent possible, be coordinated and directed through Squarespace Ireland Limited.

6.3 Any European Commission standard contractual clauses between you and Squarespace, Inc. in respect of Your Controlled Data that were put in place pursuant to a previous version of this DPA are terminated with effect from 27 September 2021. You agree that Your Controlled Data transferred pursuant to the terminated standard contractual clauses shall not be destroyed or returned due to such termination, but instead, shall continue to be processed in accordance with and subject to the terms of this DPA and as if transferred pursuant to the standard contractual clauses identified in Section 6.2.

## 7. Liability.

The liability of each party under this DPA is subject to the exclusions and limitations of liability set out in the Agreement. You agree that any regulatory penalties or claims by data subjects or others incurred by Squarespace Ireland or Squarespace, Inc. in relation to Your Controlled Data that arise as a result of, or in connection with, your failure to comply with your obligations under the Agreement, this DPA or EU Data Protection Law shall reduce as applicable, Squarespace Ireland's and/or Squarespace, Inc.'s maximum aggregate liability to you in the same amount as such regulatory penalties, claims and/or liability incurred by us as a result.

## 8. Conflict.

In the event of a conflict between this DPA and the Terms of Service, this DPA will control.

## 9. Miscellaneous.

You are responsible for any costs and expenses arising from Squarespace Ireland's and Squarespace, Inc.'s compliance with your instructions or requests pursuant to the Agreement (including this DPA) which fall outside the standard functionality made available generally through the Services.

## PRIVACY POLICY

This website collects personal data to power our site analytics, including:

Information about your browser, network, and device  
Web pages you visited prior to coming to this website  
Your IP address

This information may also include details about your use of this website, including:

Clicks  
Internal links  
Pages visited  
Scrolling  
Searches  
Timestamps

We share this information with Squarespace, our website analytics provider, to learn about site traffic and activity.

This website uses cookies and similar technologies, which are small files or pieces of text that download to a device when a visitor accesses a website or app. For information about viewing the cookies dropped on your device, visit The cookies Squarespace uses.

These functional and required cookies are always used, which allow Squarespace, our hosting platform, to securely serve this website to you. These analytics and performance cookies are used on this website, as described below, only when you acknowledge our cookie banner. This website uses analytics and performance cookies to view site traffic, activity, and other data.

When you buy something on this website, we collect personal information from you to fulfill the order. We may collect information like your:

Billing and shipping address  
Details relating to your purchase (for example, your shirt size)  
Email address  
Name  
Phone number

We share this information with Squarespace, our online store hosting provider, so that they can provide website services to us.

As you go through checkout, this site may auto-complete your shipping and billing address by sharing what you type with the Google Places API and returning suggestions to you to improve your checkout experience.

This website is hosted by Squarespace. Squarespace collects personal data when you visit this website, including:

Information about your browser, network and device  
Web pages you visited prior to coming to this website  
Web pages you view while on this website  
Your IP address

Squarespace needs the data to run this website, and to protect and improve its platform and services. Squarespace analyzes the data in a de-personalized form.

You'll receive an automated email within 24 hours after you abandon your shopping cart, if all of the following occur:

You enter your email address at checkout, or are logged into your customer account. You add a product which is in stock to your shopping cart.  
You close your browser or leave this website without completing your purchase. You can unsubscribe from these messages at the bottom of the email.

The email will link back to this website, where you can pick up where you left off and complete your purchase.

We may send you marketing emails, which you can unsubscribe from by clicking the link at the bottom of the email. We share your contact information with Squarespace, our email marketing provider, so they can send these emails on our behalf.

This privacy policy will explain how our organization uses the personal data we collect from you when you use our website.

### Topics:

What data do we collect?  
How do we collect your data?

How will we use your data?  
How do we store your data?

Marketing  
What are your data protection rights?  
What are cookies?  
How do we use cookies?  
What types of cookies do we use?  
How to manage your cookies

Privacy policies of other websites  
Changes to our privacy policy  
How to contact us

What data do we collect?  
Squarespace collects the following data:

Personal identification information (Name, email address, phone number, etc.)

How do we collect your data?

You directly provide Squarespace with most of the data we collect. We collect data and process data when you:

Register online or place an order for any of our products or services.  
Voluntarily complete a customer survey or provide feedback on any of our message boards or via email.  
Use or view our website via your browser's cookies.

How will we use your data?

Squarespace collects your data so that we can:

Process your order and manage your account.  
Email you with special offers on other products and services we think you might like.

If you agree, Squarespace will share your data with our partner companies so that they may offer you their products and services.

When Squarespace processes your order, it may send your data to, and also use the resulting information from, credit reference agencies to prevent fraudulent purchases.

How do we store your data?

Squarespace securely stores your data at [enter the location and describe security precautions taken].

Squarespace will keep your [enter type of data] for [enter time period]. Once this time period has expired, we will delete your data by [enter how you delete users' data].  
Marketing

Squarespace would like to send you information about products and services of ours that we think you might like, as well as those of our partner companies.

If you have agreed to receive marketing, you may always opt out at a later date.

You have the right at any time to stop Squarespace from contacting you for marketing purposes or giving your data to other members of the Squarespace Group.

If you no longer wish to be contacted for marketing purposes, please click here.  
What are your data protection rights?

Squarespace would like to make sure you are fully aware of all of your data protection rights. Every user is entitled to the following:

The right to access – You have the right to request Squarespace for copies of your personal data. We may charge you a small fee for this service.

The right to rectification – You have the right to request that Squarespace correct any information you believe is inaccurate. You also have the right to request Squarespace to complete the information you believe is incomplete.

The right to erasure – You have the right to request that Squarespace erase your personal data, under certain conditions.

The right to restrict processing – You have the right to request that Squarespace restrict the processing of your personal data, under certain conditions.

The right to object to processing – You have the right to object to Squarespace's processing of your personal data, under certain conditions.

The right to data portability – You have the right to request that Squarespace transfer the data that we have collected to another organization, or directly to you, under certain conditions.

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us at our email:

Write us at: [tastingandliving@hotmail.com](mailto:tastingandliving@hotmail.com)

### Cookies

Cookies are text files placed on your computer to collect standard Internet log information and visitor behavior information. When you visit our websites, we may collect information from you automatically through cookies or similar technology

For further information, visit [allabout-cookies.org](http://allabout-cookies.org).  
How do we use cookies?

Squarespace uses cookies in a range of ways to improve your experience on our website, including:

What types of cookies do we use?

There are a number of different types of cookies, however, our website uses:

Functionality – Squarespace uses these cookies so that we recognize you on our website and remember your previously selected preferences. These could include what language you prefer and location you are in. A mix of first-party and third-party cookies are used.

Advertising – Squarespace uses these cookies to collect information about your visit to our website, the content you viewed, the links you followed and information about your browser, device, and your IP address. Squarespace sometimes shares some limited aspects of this data with third parties for advertising purposes. We may also share online data collected through cookies with our advertising partners. This means that when you visit another website, you may be shown advertising based on your browsing patterns on our website.

How to manage cookies

You can set your browser not to accept cookies, and the above website tells you how to remove cookies from your browser. However, in a few cases, some of our website features may not function as a result. Privacy policies of other websites

The Squarespace website contains links to other websites. Our privacy policy applies only to our website, so if you click on a link to another website, you should read their privacy policy.  
Changes to our privacy policy

Squarespace keeps its privacy policy under regular review and places any updates on this web page. This privacy policy was last updated on 9 January 2019.

How to contact us

If you have any questions about Squarespace's privacy policy, the data we hold on you, or you would like to exercise one of your data protection rights, please do not hesitate to contact us.