

PRIVACY POLICY (CONTRACTOR)

English Language Version

J. Sallinger Ltd., trading as DNX360

Registered Address: 128 City Road, London, EC1V 2NX, United Kingdom

Company Registration Number: 12797704

Primary Notice Email: legal@DNX360.com

Main Website: www.DNX360.com

Version: 1.1

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ENGLISH

Our Privacy Policy for Contractors (the "Policy") is drafted exclusively in the English language and constitutes the sole governing text with respect to the processing of personal data relating to contractors. Any engagement with DNX360 as a contractor implies full and unconditional acceptance of the applicable Policy, as reproduced below.

By engaging with DNX360 as a contractor, the contractor acknowledges that it has read, understood, and accepted this Policy.

FRANÇAIS

Notre Politique de Confidentialité applicable aux Contractors (la « Politique ») est rédigée exclusivement en langue anglaise et constitue le seul texte de référence applicable en matière de traitement des données à caractère personnel relatives aux sous-traitants. Toute relation avec DNX360 en qualité de sous-traitant emporte acceptation pleine et entière de la Politique en vigueur, telle que reproduite ci-dessous.

En s'engageant avec DNX360 en qualité de sous-traitant, le sous-traitant reconnaît avoir lu, compris et accepté la présente Politique.

NEDERLANDS

Ons Privacybeleid voor Contractanten (de "Policy") is uitsluitend opgesteld in de Engelse taal en vormt de enige toepasselijke referentietekst met betrekking tot de verwerking van persoonsgegevens van contractanten. Elke samenwerking met DNX360 als contractant houdt de volledige en onvoorwaardelijke aanvaarding in van de geldende Policy, zoals hieronder weergegeven.

Door met DNX360 samen te werken als contractant erkent de contractant dat hij deze Policy heeft gelezen, begrepen en aanvaard.

DEUTSCH

Unsere Datenschutzrichtlinie für Auftragnehmer (die „Policy“) ist ausschließlich in englischer Sprache abgefasst und stellt den einzigen maßgeblichen Referenztext im Hinblick auf die Verarbeitung personenbezogener Daten von Auftragnehmern dar. Jede Zusammenarbeit mit DNX360 als Auftragnehmer gilt als vollständige und vorbehaltlose Annahme der jeweils geltenden Policy, wie nachstehend wiedergegeben.

Mit der Zusammenarbeit mit DNX360 als Auftragnehmer bestätigt der Auftragnehmer, dass er diese Policy gelesen, verstanden und akzeptiert hat.

ESPAÑOL

Nuestra Política de Privacidad para Contratistas (la "Policy") está redactada exclusivamente en inglés y constituye el único texto rector aplicable en materia de tratamiento de datos personales relativos a los contratistas. Cualquier relación con DNX360 en calidad de contratista implica la aceptación plena e incondicional de la Policy vigente, tal como se reproduce a continuación.

Al colaborar con DNX360 en calidad de contratista, el contratista reconoce haber leído, comprendido y aceptado la presente Policy.

ITALIANO

La nostra Informativa sulla Privacy per i Contraenti (la "Policy") è redatta esclusivamente in lingua inglese e costituisce l'unico testo di riferimento applicabile in materia di trattamento dei dati personali relativi ai contraenti. Qualsiasi rapporto con DNX360 in qualità di contraente comporta l'accettazione piena e incondizionata della Policy vigente, come riportata di seguito.

Instaurando un rapporto con DNX360 in qualità di contraente, il contraente dichiara di aver letto, compreso e accettato la presente Policy.

DANSK

Vores privatlivspolitik for kontraktansatte ("Policy") er udelukkende udarbejdet på engelsk og udgør den eneste gældende referencetekst vedrørende behandling af personoplysninger om kontraktansatte. Ethvert engagement med DNX360 som kontraktansat indebærer fuld og ubetinget accept af den gældende Policy, som gengivet nedenfor.

Ved at indgå samarbejde med DNX360 som kontraktansat bekræfter den kontraktansatte, at denne har læst, forstået og accepteret denne Policy.

SVENSKA

Vår integritetspolicy för uppdragstagare ("Policy") är uteslutande upprättad på engelska och utgör den enda tillämpliga referenstexten avseende behandling av personuppgifter som rör uppdragstagare. Varje samarbete med DNX360 i egenskap av uppdragstagare innebär ett fullständigt och villkorslöst godkännande av den gällande Policy, såsom den återges nedan.

Genom att samarbeta med DNX360 som uppdragstagare bekräftar uppdragstagaren att den har läst, förstått och accepterat denna Policy.

SLOVENČINA

Naša Privacy Policy for Contractors (d'alej len „Policy“) je vypracovaná výlučne v anglickom jazyku a predstavuje jediný rozhodujúci referenčný text upravujúci spracúvanie osobných údajov týkajúcich sa zmluvných spolupracovníkov. Akýkoľvek zmluvný vzťah s DNX360 v postavení zmluvného spolupracovníka znamená úplný a bezvýhradný súhlas s platnou Policy, ako je uvedená nižšie.

Nadviazaním spolupráce s DNX360 ako zmluvný spolupracovník dotknutá osoba vyhlasuje, že si túto Policy prečítala, porozumela jej a akceptovala ju.

1. INTRODUCTION

1.1 This Privacy Policy (the "**Policy**") explains how J. Sallinger Ltd. (company registration number 12797704), trading as **DNX360** ("**DNX360**", "**we**", "**us**", or "**our**"), collects, uses, stores, discloses, and otherwise processes the personal data of Contractors, their representatives, employees, officers, freelancers, partners, suppliers, sub-contractors, and personnel (collectively, "**you**" or "**your**") in connection with the DNX360 platform and services.

1.2 For the purposes of this Policy, DNX360 acts as the **data controller** in respect of the personal data described herein. This means that DNX360 determines the purposes and means of processing your personal data.

1.3 This Policy applies to personal data collected through our websites (including www.DNX360.com, www.DNX360.ai, www.DNX360.io, and any other domain or subdomain operated by DNX360), the DNX360 platform, account registration and management processes, billing and payment processes, customer support interactions, and any other interactions between you and DNX360 in your capacity as a Contractor or Contractor representative.

1.4 This Policy does not apply to: (a) the processing of personal data for which DNX360 acts as a data processor on behalf of the Contractor (which is governed by the Data Processing Agreement between the Parties); or (b) the processing of personal data of SMB Clients or end users of the Platform (which is governed by DNX360's separate Privacy Policy for such individuals). Capitalised terms not defined in this Policy shall have the meanings ascribed to them in the DNX360 Terms and Conditions (the "**Terms**").

1.5 Please read this Policy carefully. By registering for an account, subscribing to a plan, or otherwise engaging with DNX360's platform and services, you acknowledge that you have read and understood this Policy.

2. DATA CONTROLLER AND CONTACT INFORMATION

2.1 The data controller for the purposes of this Policy is:

J. Sallinger Ltd. trading as **DNX360**

128 City Road

London, EC1V 2NX

United Kingdom

Company Registration Number: 12797704

Email: legal@dnx360.com

2.2 DNX360 has not appointed a Data Protection Officer. For all data protection enquiries, requests, or concerns, please contact us at legal@dnx360.com

3. PERSONAL DATA WE COLLECT

3.1 We collect and process the following categories of personal data about you:

3.1 Account and Registration Data

- (a) full name, job title, and professional role;
- (b) business email address and business telephone number;
- (c) company or organisation name, address, and registration details;
- (d) account credentials (encrypted) and authentication data;
- (e) billing contact details; and
- (f) any other information you provide during account registration or profile configuration.

3.2 Billing and Payment Data

- (a) payment method details (processed and stored by our third-party payment processor — DNX360 does not store full payment card details);
- (b) billing address;
- (c) transaction records, invoice history, and payment status;
- (d) credit and subscription plan information; and
- (e) refund and dispute records.

3.3 Usage Data

- (a) platform activity and interaction data (features used, audits launched, reports generated);
- (b) session data, timestamps, and frequency of access;
- (c) configuration preferences and settings (including white-label configurations); and

- (d) training and onboarding progress data.

3.4 Communications Data

- (a) correspondence and communications with DNX360 (including support tickets, emails, and in-platform messaging);
- (b) feedback, suggestions, and feature requests; and
- (c) survey and evaluation responses.

3.5 Technical Data

- (a) IP address;
- (b) browser type and version;
- (c) device type, operating system, and screen resolution;
- (d) referring URL and pages visited;
- (e) language and timezone settings; and
- (f) unique device identifiers and similar technical identifiers.

3.6 Cookie and Tracking Data

We use cookies and similar tracking technologies on our websites and platform. For detailed information about the cookies we use, the purposes for which we use them, and how you can manage your cookie preferences, please refer to our Cookie Policy, available on our websites.

3.7 Other Personal Data

We may also collect and process any other personal data relating to you that is voluntarily provided by you, by your organisation, or by authorised users of the platform, or that is otherwise necessary for the purposes of delivering our service, or those described in this Privacy Policy, including where required to provide, maintain, secure, support, improve, or comply with legal obligations in relation to our services.

4. HOW WE COLLECT YOUR PERSONAL DATA

4.1 We collect personal data from the following sources:

- (a) **Directly from you:** when you register for an account, subscribe to a plan, contact our support team, submit feedback, or otherwise interact with the Platform or our websites;
- (b) **Automatically:** through cookies, server logs, and similar technologies when you access and use the Platform or visit our websites;
- (c) **From third parties:** including payment processors (in relation to payment verification and fraud prevention), analytics providers, and other service providers that assist in the operation of the Platform; and
- (d) **From publicly available sources:** where reasonably necessary for fraud prevention, identity verification, or legitimate business purposes.

5. PURPOSES AND LEGAL BASES FOR PROCESSING

5.1 We process your personal data for the purposes and on the legal bases set out below. Where we rely on legitimate interests, we have conducted a balancing test to ensure that our interests do not override your rights and freedoms.

5.1 Contract Performance

We process your personal data where it is necessary for the performance of a contract to which you (or the entity you represent) are a party, or to take steps at your request prior to entering into a contract. This includes:

- (a) creating, administering, and managing your Contractor account;
- (b) providing access to the Platform and Services;
- (c) processing subscriptions, billing, invoicing, and payments;

- (d) allocating and managing Credits;
- (e) providing customer support and responding to enquiries;
- (f) delivering onboarding, training, and implementation assistance;
- (g) communicating with you about your account, subscription, and the Services; and
- (h) carrying out any other processing activities that are necessary to provide, operate, administer, support, and deliver the Platform and Services under the contract, or to take steps at your request before entering into such contract.

5.2 Legitimate Interests

We process your personal data where it is necessary for our legitimate interests (or those of a third party), provided that such interests are not overridden by your rights and freedoms. Our legitimate interests include:

- (a) **Platform improvement and development:** analysing usage patterns and performance data to improve, optimise, and develop the Platform, Services, and user experience;
 - (b) **Analytics and reporting:** generating aggregated, anonymised, or pseudonymised analytics and reports for internal business intelligence purposes;
 - (c) **Security and fraud prevention:** monitoring for, detecting, investigating, and preventing fraudulent, unauthorised, or illegal activity, and ensuring the security and integrity of the Platform and our systems;
 - (d) **Business operations:** managing our business operations, including internal administration, record-keeping, and organisational planning;
 - (e) **Marketing and communications:** sending you information about DNX360 products, services, features, and updates that may be relevant to your use of the Platform (subject to your right to opt out at any time);
 - (f) **Enforcement of legal rights:** establishing, exercising, or defending legal claims and protecting DNX360's rights, property, and interests;
 - (g) **Business transfers:** in connection with any merger, acquisition, reorganisation, sale of assets, or similar transaction; and
 - (h) **AI model training and improvement:** using anonymised and aggregated data derived from platform usage to train, improve, and develop DNX360's AI models, algorithms, and analytical capabilities.
- (i) carrying out any other processing activities that are reasonably necessary for the purposes of our legitimate interests, including operating, maintaining, securing, improving, and supporting the Platform, Services, and our business, provided that such interests are not overridden by your rights and freedoms.

5.3 Legal Obligations

We process your personal data where it is necessary for compliance with a legal obligation to which DNX360 is subject, including (without limitation):

- (a) tax, accounting, and financial reporting obligations;
 - (b) anti-money laundering, sanctions screening, and anti-bribery compliance;
 - (c) responding to lawful requests from law enforcement, regulatory authorities, or courts; and
 - (d) record-keeping obligations under applicable law.
- (e) complying with any other applicable legal or regulatory requirement, lawful order, or obligation to which DNX360 is subject, including any related reporting, disclosure, retention, audit, or compliance activity.

5.4 Consent

In limited circumstances, we may process your personal data based on your consent. Where we rely on consent, you have the right to withdraw your consent at any time by contacting us at legal@dnx360.com or through the relevant platform mechanism. Withdrawal of consent shall not affect the lawfulness of processing carried out prior to such withdrawal.

6. DATA SHARING AND DISCLOSURE

6.1 We may share your personal data with the following categories of recipients:

6.1 Service Providers and Sub-processors

We engage third-party service providers to assist with the operation and delivery of the Platform and Services. These providers process personal data on our behalf and in accordance with our instructions. Categories of service providers include (without limitation):

- (a) cloud hosting and infrastructure providers;
- (b) payment processing and billing service providers;
- (c) analytics and performance monitoring services;
- (d) communications, email, and messaging service providers;
- (e) customer support and helpdesk tools;
- (f) artificial intelligence and machine learning service providers; and
- (g) security, fraud prevention, and identity verification services.

6.2 Corporate Affiliates

We may share your personal data with our Affiliates (as defined in the Terms), including any subsidiary, holding company, or entity under common control with J. Sallinger Ltd., for the purposes described in this Policy, including service delivery, support, and internal administration.

6.3 Legal and Regulatory Obligations

We may disclose your personal data where we are required or permitted to do so by Applicable Data Protection Law or other applicable legislation, including (without limitation) in response to:

- (a) a lawful request or order from a court, tribunal, regulatory authority, or government body;
- (b) a requirement to comply with anti-money laundering, tax, accounting, or other regulatory obligations;
- (c) a need to establish, exercise, or defend legal claims; or
- (d) a need to protect the rights, property, or safety of DNX360, its users, or third parties.

6.4 Business Transfers

In the event of a merger, acquisition, reorganisation, sale of assets, change of control, or similar transaction involving DNX360 or J. Sallinger Ltd. (whether in whole or in part), your personal data may be transferred to or accessed by the relevant third party as part of such transaction. We will use reasonable efforts to ensure that any such transferee is subject to obligations consistent with this Policy.

6.5 With Your Direction

We may share your personal data where you direct us to do so or where sharing is reasonably necessary to fulfil a request you have made.

6.2 We do not sell your personal data to third parties.

7. INTERNATIONAL DATA TRANSFERS

7.1 DNX360 is a UK-based company that operates internationally, with operations in the United States, the United Kingdom and European Union. Your personal data may be transferred to, stored in, or accessed from jurisdictions outside your country of residence, including the United States and other countries where DNX360 or its service providers maintain facilities.

7.2 Where we transfer personal data to a country or territory outside the United Kingdom or the European Economic Area that has not been recognised as providing an adequate level of data protection, we ensure that appropriate safeguards are in place in accordance with Applicable Data Protection Law, including (without limitation):

- (a) the EU Standard Contractual Clauses (EU SCCs) approved by the European Commission;
- (b) the UK International Data Transfer Addendum to the EU SCCs, or the UK International Data Transfer Agreement, as issued by the UK Information Commissioner;
- (c) adequacy decisions or adequacy regulations issued by the relevant competent authority, including (where applicable) the EU-US Data Privacy Framework and the UK Extension thereto; and

(d) any other legally recognised transfer mechanism under Applicable Data Protection Law.

7.3 For further information about the safeguards we have in place for international transfers of your personal data, please contact us at legal@dnx360.com

8. DATA RETENTION

8.1 We retain your personal data only for as long as is necessary to fulfil the purposes for which it was collected, as described in this Policy, and in accordance with our legal obligations and legitimate business needs.

8.2 As a general principle, we retain your personal data for the duration of your active Contractor account and for a reasonable period thereafter, subject to the following:

- (a) **Account and registration data:** retained for the duration of your account and for a period of six (6) years following account closure or termination, to comply with legal, tax, accounting, and regulatory obligations and to enable the establishment, exercise, or defence of legal claims;
- (b) **Billing and payment data:** retained for a period of seven (7) years following the relevant transaction, in accordance with applicable tax, accounting, and financial reporting obligations;
- (c) **Usage data:** retained in identifiable form for the duration of your account and for up to two (2) years following account closure or termination. Usage data may be retained indefinitely in anonymised or aggregated form;
- (d) **Communications data:** retained for the duration of your account and for a period of three (3) years following account closure or termination, unless a longer retention period is required for legal or regulatory reasons;
- (e) **Technical data:** retained for up to twelve (12) months in identifiable form. Technical data may be retained for longer periods in anonymised or aggregated form; and
- (f) **Cookie and tracking data:** retained in accordance with the retention periods specified in our Cookie Policy.

8.3 Notwithstanding the above, we may retain personal data for longer periods where retention is required or permitted by applicable law, or is reasonably necessary for the establishment, exercise, or defence of legal claims, fraud prevention, security, audit, insurance, dispute resolution, backup, archival, or disaster recovery purposes.

8.4 Upon expiry of the applicable retention period, we will securely delete or anonymise your personal data in accordance with our standard data retention and deletion policies.

9. YOUR RIGHTS

9.1 Subject to Applicable Data Protection Law and the conditions and exceptions set out therein, you may have the following rights in relation to your personal data:

- (a) **Right of access:** You may request confirmation of whether we process your personal data and, if so, a copy of the personal data we hold about you, together with certain supplementary information.
- (b) **Right to rectification:** You may request that we correct any inaccurate personal data we hold about you, or complete any incomplete personal data.
- (c) **Right to erasure:** You may request that we delete your personal data in certain circumstances, such as where the personal data is no longer necessary for the purposes for which it was collected. This right is subject to certain exceptions, including where we need to retain your personal data for compliance with a legal obligation, for the establishment, exercise, or defence of legal claims, or for other legitimate grounds permitted by applicable law.
- (d) **Right to restriction of processing:** You may request that we restrict the processing of your personal data in certain circumstances, such as where you contest the accuracy of the personal data or where you object to processing based on legitimate interests.
- (e) **Right to data portability:** You may request that we provide your personal data in a structured, commonly used, and machine-readable format, or that we transmit such data to another controller, where technically feasible and where the processing is based on consent or contract performance and carried out by automated means.
- (f) **Right to object:** You may object to the processing of your personal data where such processing is based on our legitimate interests. We will cease such processing unless we can demonstrate compelling legitimate grounds for the processing that override your interests, rights,

and freedoms, or where the processing is necessary for the establishment, exercise, or defence of legal claims. You have an absolute right to object to the processing of your personal data for direct marketing purposes at any time.

(g) **Rights relating to automated decision-making:** You may have the right not to be subject to a decision based solely on automated processing (including profiling) that produces legal effects or similarly significantly affects you. DNX360 does not currently use solely automated decision-making processes that produce legal effects in respect of Contractor personal data.

(h) **Right to withdraw consent:** Where we process your personal data on the basis of your consent, you have the right to withdraw your consent at any time, without affecting the lawfulness of processing carried out prior to such withdrawal.

9.2 To exercise any of the rights set out above, please contact us at legal@dnx360.com. We will respond to your request within the timeframe required by Applicable Data Protection Law (typically one month, subject to extension in complex cases).

9.3 We may need to verify your identity before fulfilling your request. Where a request is manifestly unfounded, excessive, or repetitive, we may charge a reasonable administrative fee or refuse to act on the request, in accordance with Applicable Data Protection Law.

9.4 The exercise of your rights under this clause 9 is subject to Applicable Data Protection Law and may be limited where necessary to protect DNX360's legitimate interests, comply with legal obligations, or establish, exercise, or defend legal claims.

10. RIGHT TO LODGE A COMPLAINT

10.1 If you are dissatisfied with the way we have handled your personal data or any privacy-related request, you have the right to lodge a complaint with a Supervisory Authority.

10.2 The lead Supervisory Authority for DNX360 is the UK Information Commissioner's Office (ICO):

Information Commissioner's Office
Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, United Kingdom
Website: <https://ico.org.uk>
Telephone: 0303 123 1113

10.3 If you are located in the European Economic Area, you may also have the right to lodge a complaint with the competent supervisory authority in the EU Member State of your habitual residence, place of work, or place of the alleged infringement.

10.4 We would appreciate the opportunity to address your concerns before you approach a Supervisory Authority, and we encourage you to contact us at legal@dnx360.com in the first instance.

11. SECURITY MEASURES

11.1 We implement appropriate technical and organisational measures to protect your personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or unauthorised access, taking into account the state of the art, the costs of implementation, the nature, scope, context, and purposes of processing, and the risks to your rights and freedoms.

11.2 While we take reasonable steps to protect your personal data, no method of transmission over the internet or method of electronic storage is completely secure. We cannot guarantee the absolute security of your personal data, and any transmission of personal data to us is at your own risk.

12. CHILDREN

12.1 The Platform and Services are directed at businesses and business professionals. The Platform is not intended for use by children under the age of 18 (or such other age as may be specified by applicable law), and we do not knowingly collect personal data from children.

12.2 If we become aware that we have collected personal data from a child without appropriate parental or guardian consent, we will take steps to delete such data as soon as reasonably practicable. If you believe that we may have collected personal data from a child, please contact us at legal@dnx360.com

13. THIRD-PARTY LINKS AND SERVICES

13.1 The Platform and our websites may contain links to third-party websites, services, or applications that are not operated or controlled by DNX360. This Policy does not apply to the practices of such third parties, and we are not responsible for their privacy practices or the content of their websites or services.

13.2 We encourage you to review the privacy policies of any third-party websites or services that you access through links on the Platform or our websites.

14. CHANGES TO THIS POLICY

14.1 DNX360 reserves the right to update, modify, or replace this Policy at any time, in its sole discretion. Where we make material changes, we will notify you by posting the updated Policy on our websites and/or through the Platform, and by updating the "Effective Date" at the top of this Policy.

14.2 Your continued use of the Platform or Services following the posting of any changes to this Policy shall constitute your acknowledgement of and acceptance of such changes. If you do not agree to any updated Policy, you should cease using the Platform and contact us to discuss your account.

14.3 We encourage you to review this Policy periodically to stay informed about how we collect, use, and protect your personal data.

15. GOVERNING LAW AND JURISDICTION

15.1 This Policy shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of law principles.

15.2 Any dispute arising out of or in connection with this Policy shall be subject to the exclusive jurisdiction of the courts of England and Wales, subject to DNX360's right to bring proceedings in any court of competent jurisdiction as set out in the Terms.

16. CONTACT US

16.1 If you have any questions, concerns, or requests relating to this Policy or our processing of your personal data, please contact us at:

J. Sallinger Ltd. trading as **DNX360**

128 City Road
London, EC1V 2NX
United Kingdom

Email: legal@dnx360.com

Websites: www.DNX360.com | www.DNX360.ai | www.DNX360.io

END OF PRIVACY POLICY (CONTRACTOR)