

ZigZag Global Terms of Service

Last modified: 15th May 2018

Welcome to ZigZag

Thanks for using our products and services (“Services”). The Services are provided by ZigZag Global Ltd (“ZigZag”), located at 4th Floor Winchester House, 19 Bedford Row, London WC1R 4EB. Registered in England and Wales - Company Registration No. 9404819.

By using our Services, you are agreeing to these terms. Please read them carefully.

Our Services can vary, so sometimes additional terms or product requirements (including age requirements) may apply. Additional terms will be available with the relevant Services and those additional terms become part of your agreement with us if you use those Services.

ZigZag works with retailers (“The Retailer”) to help manage logistics and returns via a software platform (“Software”).

Using our Services

You must follow any policies made available to you within the Services.

Do not misuse our Services, for example, do not interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content that you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Do not remove, obscure or alter any legal notices displayed in or along with our Services.

Our Services including labels we produce and catalogue feeds from retailers display some content that is not ZigZag’s. This content is the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please do not assume that we do.

In connection with your use of the Services, we may send you service announcements, tracking information, administrative messages and other information. You may opt out of some of those communications.

Some of our Services are available on mobile devices. Do not use such Services in a way that

distracts you and prevents you from obeying traffic or safety laws.

Privacy and Copyright Protection

ZigZag's Privacy Policies explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that ZigZag can use such data in accordance with our Privacy Policies, and in order to provide a service to you.

The user:

(a) acknowledges and agrees that third parties participating in the provision of the Services, including, but not limited to the providers of labels, payment processing providers and carriers, may have access to and use the personal data of consumers as strictly and solely for the provision of the Services;

(b) shall ensure that consumers have been informed of, and have given their consent to the use, processing, and transfer of their personal data;

(c) acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the retailer is located in order to carry out the Services and ZigZag's other obligations under this agreement;

(d) shall ensure that the Retailer is entitled to transfer the relevant personal data to ZigZag so that ZigZag may lawfully use, process and transfer the personal data in accordance with this agreement on the Retailer's behalf;

(e) acknowledges and agrees that ZigZag may use anonymous data for the purposes of analysis, including, but not limited to, market intelligence. ZigZag may capture and store your IP address.

Our privacy Policy is updated and can be found here:

<http://www.zigzag.global/about/privacy-policy-gdpr/>

Updated as of May 15, 2018

Topics:

- What information do we collect about you?
- Consumer returns
- Use of Your Information
- Participating in events
- Access to your information and correction
- Cookies
- Other websites
- Changes to our privacy policy
- How to contact us

Business contacts - What information do we collect about you?

In running and maintaining our website, software and services we may collect and process

information provided voluntarily by individuals and businesses. For example, when you submit an enquiry or register to use our services or software. We collect information about you when you create an account with us, when you sign a contract, when you become a customer, when you make an enquiry on the website and/or when you register for an event or meet us at an event, conference or trade show. This includes basic contact details (including but not limited to name, company, email address, telephone) as well as potentially some questions about the nature of your business. This information can be accessed by our team in the UK. Appropriate security measures are in place to ensure your data is secure.

Consumer returns

ZigZag Global provide software and logistics to help retailers manage returns globally. We partner with couriers, marketplaces, warehouses and retailers to help them offer a better returns experience to their customers, which may include managing logistics and returns with leading carrier partners and postal partners. In order for us to process an order it is necessary for us to store data about the transaction which may include your name, address, phone number, email address and details of what you purchased so that we can facilitate the order or return. This may include passing details to 3rd parties such as couriers required to complete the order.

Use of Your Information

If you contact us via our website or subscribe to our emails you will be added to the ZigZag database so that we can contact you. Joining our database includes being kept informed (including via email) of ZigZag business news, updates on the returns policies or best practices, information about government legislation, events and webinars, including some sponsored content. You may unsubscribe from this at any time by following the instructions in the email. If you have voluntarily shared your information with us by giving us a business card at a conference, event or tradeshow, we may email you to stay in contact but you will always have the option to unsubscribe.

We use the information that we collect from you to provide our services to you. In addition to this we may use the information for one or more of the following purposes:

- (1) To provide information to you that you request from us relating to our products or services.
- (2) To provide information to you relating to other products that may be of interest to you.
- (3) To inform you of any changes to our website, policies, services or goods and products.

Participating in events

For delegates:

During event registration, delegates are asked to actively give consent for relevant contact details needed to inform the delegate about the details for that event (reminders, agendas, changes etc.). Further consent will be sought for any issues beyond the scope of that event.

For any events co-organised by ZigZag Global and a 3rd party, during registration delegates will be informed as to which details will be shared with the 3rd party organisation and asked to actively give consent for their details to be shared in this way. ZigZag attends many conferences, events and trade shows around the world in a delegate or exhibitor capacity and is often not the organiser of the conference, event or trade show.

At some events there may be photography and/or filming. This will be included in the consent terms when registering for the event. This material may be used in event reports, articles and related marketing collateral.

Access to your information and correction

You have the right to request a copy of the information that we hold about you. If you would like a

copy of some or all of your personal information, please email hello@zigzag.global or write to us at 4th Floor, Winchester House, 19 Bedford Row, London, WC1R 4EB. You will need to give us some information when requesting information we hold so that we can match the data requested.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate. We will endeavour to return enquiries within 7 working days.

Cookies

Cookies are text files placed on your computer to collect standard internet log information and visitor behaviour information. This information is used to track visitor use of the website and to compile statistical reports on website activity. For further information visit www.aboutcookies.org or www.allaboutcookies.org

You can set your browser not to accept cookies and the above websites tell you how to remove cookies from your browser. However in a few cases some of our website features may not function as a result. Our full Cookie Policy is explained [here](#).

Other websites

Our website contains links to other websites. This privacy policy only applies to this website so when you link to other websites you should read their own privacy policies.

Changes to our privacy policy

We keep our privacy policy under regular review and we will place any updates on this web page. This privacy policy was last updated on 10th May 2018.

How to contact us

Please contact us if you have any questions about our privacy policy or information we hold about you. Email hello@zigzag.global

(Continued on next page)

GDPR

Our GDPR Statement

Introduction

The new EU General Data Protection Regulation (GDPR) comes into force on 25th May 2018 and will impact every organisation which processes personal data of EU citizens. It introduces new responsibilities, empowers businesses to be accountable for their processing of personal data as well as enabling EU citizens to protect their privacy and control the way their data is processed. Even though the UK will be leaving Europe, the GDPR still applies and will replace the UK's Data Protection Act 1998 when it comes into force.

Data protection definitions

Personal data is any information that relates to a living individual. It also includes any data that can be used with other sets of data to identify an individual. Typical examples of personal data are name, identification number, location data, online identifier and email address.

Processing relates to any operation carried out on personal data including collection, recording, organising, structuring, storing and using. Processing also doesn't have to be by automated means which means that processing includes paper-based, non-digital systems.

A Data Subject is the individual whose personal data is being processed

A Data Controller is the organisation which determines how personal data is processed

A Data Processor is an organisation which processes data on behalf of a Controller. This typically means a third party who is used by the Controller to process their data (e.g. a marketing company used to send out marketing materials)

For detailed information about the GDPR and data protection, visit the Information Commissioner's Office website: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/>

Your GDPR responsibilities

When you use our services to store or process your personal data (including customer's or user's data), you are the Data Controller and we are a Data Processor. This will be true for any personal data you place on our servers either directly, via a hosted website or by use of any of our other services.

The GDPR requires you, as a Data Controller, to ensure that any Data Processor services you use to process personal data are GDPR compliant. This means that when you use any of our services to process your personal data you need to carry out due diligence on our services and ensure certain contractual terms are in place.

This GDPR statement is our way of helping you meet these GDPR regulatory requirements and to offer you an assurance that we take GDPR and the security of your personal data as part of the everyday running of our services.

Our GDPR Commitment

As UK Company, ZigZag Global is committed to ensuring our business, services and internal processes are GDPR compliant. This GDPR Statement provides our assurances to GDPR compliance.

By the GDPR implementation deadline, ZigZag Global will have put in place:

- Employee data protection training to ensure all staff understand their role in data protection compliance
- Updated internal policies relating to data protection and responsibilities within our businesses for ongoing GDPR compliance
- Check all our systems, processes and services to ensure they meet the requirements of GDPR, particularly around security of data and our use of any external third-party services
- Procedures to ensure ongoing compliance past the GDPR deadline
- Updated terms and conditions of services that meet the contractual requirements of GDPR in the Data Controller – Data Processor relationship

Our services are compliant because:

- We have fully assessed our GDPR compliance both regarding the services we offer to our customers and regarding our internal policies and procedures
- We have appropriate technical and personnel protocols in place to ensure the security of your data
- We carry out due diligence against any sub-processors or other third party processors we use to ensure their GDPR compliance (such as data centres)
- We only allow specific members of staff access to our servers and what access that is available is limited to specific circumstances
- Our staff are trained in GDPR compliance and understand their responsibilities for managing the systems that process your data

Our role as a Data Processor

You are the owner of the data you submit to our servers.

When your data is placed on our servers, you are the Data Controller and ZigZag Global, the Data Processor. We do not access the data you store on our services and any processing (as a Data Processor) is only stored to help facilitate the transactions we manage on behalf of our clients and suppliers. Our clients and suppliers are typically Retailers, Marketplaces, Couriers or 3rd Party Fulfilment partners.

We do not use personal data for any processing of our own.

ZigZag Global needs to process your personal information in order to facilitate collection of returns.

Whilst we do need to share your data with suppliers such as a courier (in order to collect goods from your house for example) we do not share or provide access to any of your data with other third parties unless required to do so by law. Where law enforcement or other authorised parties request access to our servers, we follow strict internal policies for dealing with such requests in line with existing law. Furthermore, the third parties are required to demonstrate they have a lawful reason to access the data and under what authority.

Data location

ZigZag operate servers in two data centres in the UK. Both data centres are hosted by Microsoft Azure, in Cardiff and in London. Staff at our Head Office in London also have restricted access to some data.

Security

Each data centre we operate from has hardware security access for example:

- 24/7/365 Manned Facilities
- CCTV Security Cameras Covering Inside, Outside and All Entrances of Data Centers
- Site Entrances Controlled By Electronic Perimeter Access Card System
- Sites Remotely Monitored By 3rd Party Security Company
- Entrances Secured by Mantraps with Interlocking Doors
- SSAE-16 & HIPAA Compliant, Safe Harbor Certified

Maintaining Security

All our employees keep up to date with all technical aspects of security and ensure the ongoing security of our servers and systems. This means that any security patches are applied to our systems as a matter of priority and any changes or updates to our own systems are done so, always, with data protection and privacy in mind and where appropriate, in discussion with our customers. Where we have an agreement in place with our customers to do so, we also maintain the security of our customer's own servers or hosted applications.

Access to Servers

Remote admin access to our servers is strictly restricted to key personnel within our Technical Support team. Our team will access a server only to resolve an issue reported by the client. Or to ensure that the Managed Hosting Service Level opted for by a client is met.

Microsoft's Data centre staff have physical access to the servers, but we have strict protocols in place to ensure they only do so, if requested by a member of our technical support team and such a request will only be in cases when they need to carry out a visual check of a server or carry out physical maintenance on the server itself.

ZigZag Global Employees

All ZigZag Global employees are trained and made aware of their responsibilities under GDPR including their duties with regards to access, security and processing of any personal data stored on our servers. Security and data governance are covered in our employee handbooks and actively discussed as part of quarterly meetings to ensure all staff are up to date.

Changes to our approach

Should our approach to any aspect covered by this statement change we will make sure, where your data is impacted, that we notify you within a reasonable timeframe and in line with any contractual terms in place between us.

Data Breaches

In the unlikely event of a breach occurring (as defined in the GDPR) we will notify you within 48 hours of the breach coming to our attention. This will be enough time for you to consider your requirements, under GDPR, for reporting the breach to the ICO and Data Subjects.

We help you to comply with GDPR

Our approach to our own compliance also helps you comply with your own GDPR compliance requirements. This statement should go some way to explain our approach to GDPR compliance. By using our services, you can be assured that your use is GDPR compliant.

If required we will assist you or the Information Commissioner's Office with any query relating to the GDPR compliance of our services.

Data Protection Contact

Any questions, queries or requests for further information regarding our GDPR compliance should be sent to:

Marek Pietras
ZigZag Global - 4th Floor Winchester House 19 Bedford Row, London WC1R 4EB.

Email support@zigzag.global.

About Software in our Services

When a Service requires or includes downloadable software or labels, this software may be updated automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings.

ZigZag gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the software provided to you by ZigZag as part of the Services. This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by ZigZag in the manner permitted by these terms. You may not copy, modify, distribute, sell or lease any part of our Services or included software, unless laws prohibit those restrictions or you have our written permission.

The user shall not: duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means or attempt to reverse compile, nor may you reverse engineer or attempt to extract the source code of that software, disassemble, reverse engineer or otherwise reduce to human perceivable form all or any part of the Software; or

(f) access all or any part of the Services in order to build a product or service which competes with the Services; or

(g) use the Services to provide services to third parties; or

(h) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party; or

(i) attempt to obtain, or assist third parties in obtaining, access to the Services other than as provided by the terms of this agreement.

The user acknowledges and agrees that ZigZag owns all intellectual property rights in the Services, including, but not limited to the Software. Except as expressly stated herein, this agreement does not grant the Retailer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Software.

Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features and we may suspend or stop a Service altogether.

You can stop using our Services at any time, although we would be sorry to see you go. ZigZag may also stop providing Services to you or add or create new limits to our Services at any time.

Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we do not promise about our Services. Other than as expressly set out in these terms or additional terms, neither ZigZag nor its suppliers or distributors makes any specific promises about the Services. For example, we do not make any commitments about delivery times by third party suppliers, the content within the Services, the specific functions of the Services or their reliability, availability or ability to meet your needs. We provide the Services "as is".

Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all warranties.

Liability for our Services

When permitted by law, ZigZag and ZigZag's suppliers and distributors will not be responsible for lost profits, revenues or data, financial losses or indirect, special, consequential, exemplary or punitive damages.

To the extent permitted by law, the total liability of ZigZag and its suppliers and distributors for any claims under these terms, including for any implied warranties, is limited to the amount that you paid us to use the Services (or, if we choose, to supplying you with the Services again).

In all cases, ZigZag and its suppliers and distributors will not be liable for any loss or damage that is not reasonably foreseeable.

We recognise that in some countries, you might have legal rights as a consumer. If you are using the Services for a personal purpose, then nothing in these terms or any additional terms limits any consumers' legal rights which may not be waived by contract.

Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify ZigZag and its affiliates, officers, agents and employees from any claim, action or proceedings arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, judgements, litigation costs and legal fees.

About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page.

We'll post notice of modified additional terms in the applicable Service. Changes will not apply retrospectively and will become effective no earlier than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is any inconsistency between these terms and the additional terms, the additional terms will prevail to the extent of the inconsistency.

These terms govern the relationship between ZigZag and you. They do not create any third party beneficiary rights. If you do not comply with these terms and we do not take action immediately, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The courts in some countries will not apply British law to some types of disputes. If you reside in one of those countries, then where British law is excluded from applying, your country's laws will apply to such disputes related to these terms. Otherwise, you agree that the laws of the United Kingdom (UK), excluding the UK's choice of law rules, will apply to any disputes arising out of or relating to these terms or the Services. Similarly, if the courts in your country will not permit you to consent to the jurisdiction and venue of the courts in the UK, then your local jurisdiction and venue will apply to such disputes related to these terms. Otherwise, all claims arising out of or relating to these terms or the services will be litigated exclusively in the courts of the UK, and you and ZigZag consent to personal jurisdiction in those courts.

For information about how to contact ZigZag, please visit our contact page.

ZigZag 2018.