

OhShip Unlock Hidden Charges — Data Processing Agreement

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This Data Processing Agreement ("DPA") forms part of the agreement between you (the "Controller" / "Merchant") and MAD CUT MEDIA LTD (the "Processor" / "OhShip!"). It governs the processing of personal data by OhShip! on your behalf, in compliance with the UK GDPR, EU GDPR, and applicable data protection laws. This DPA is incorporated into and subject to the OhShip! Terms of Service.

1. Definitions

Term	Definition
Controller	The Merchant — the entity that determines the purposes and means of processing personal data
Processor	MAD CUT MEDIA LTD, trading as OhShip!, which processes personal data on behalf of the Controller
Personal Data	Any information relating to an identified or identifiable natural person processed in connection with the App
Data Subject	An individual whose personal data is processed — primarily your store's customers
Processing	Any operation performed on personal data, including collection, storage, analysis, retrieval or deletion
Applicable Law	UK GDPR, EU GDPR (Regulation 2016/679), the UK Data Protection Act 2018, and any other applicable data protection legislation
Sub-processor	Any third party engaged by OhShip! to process personal data on behalf of the Controller

Security Incident	Any confirmed breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data
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2. Scope and Roles

2.1 This DPA applies to all processing of personal data by OhShip! in connection with the provision of the App and its services.

2.2 The Merchant is the **Controller**. OhShip! is the **Processor**. OhShip! processes personal data only as directed by the Merchant and only for the purposes set out in this DPA.

2.3 Where OhShip! processes personal data for its own purposes (e.g. account management, billing), it acts as a Controller in its own right, as described in the Privacy Policy.

3. Subject Matter of Processing

Annex 1 — Details of Processing

Element	Detail
Subject matter	Shipping margin analysis and carrier adjustment detection for Shopify merchants
Duration	For the duration of the active subscription, plus up to 90 days post-cancellation for data deletion
Nature of processing	Access, storage, analysis, display and export of order and shipping data
Purpose	To provide the App's core functionality as described in the Terms of Service
Types of personal data	Customer order references, names (where included in order data), delivery addresses, email addresses (where included in order data), order values, shipping charges

Categories of data
subjects

Customers of the Merchant's Shopify store

4. Processor Obligations

OhShip! agrees to:

4.1 Instructions: Process personal data only on the documented instructions of the Controller (as set out in this DPA and the Terms of Service), unless required to do so by applicable law.

4.2 Confidentiality: Ensure that all personnel authorised to process personal data are subject to appropriate confidentiality obligations.

4.3 Security: Implement and maintain appropriate technical and organisational security measures as set out in Annex 2 of this DPA.

4.4 Sub-processors: Not engage any sub-processor without the prior written authorisation of the Controller, except as listed in Annex 3. OhShip! will inform the Controller of any intended changes to sub-processors and give the Controller the opportunity to object.

4.5 Data Subject Rights: Assist the Controller in responding to requests from data subjects exercising their rights under Applicable Law, taking into account the nature of the processing.

4.6 Assistance: Assist the Controller in ensuring compliance with obligations relating to security, breach notification, data protection impact assessments and prior consultation, taking into account the nature of the processing and information available.

4.7 Deletion/Return: At the choice of the Controller, delete or return all personal data upon termination of the service, and delete existing copies unless required by applicable law to retain them.

4.8 Audit: Make available all information necessary to demonstrate compliance with this DPA, and allow for and contribute to audits conducted by the Controller or its designated auditor, subject to reasonable notice and confidentiality obligations.

5. Controller Obligations

The Merchant agrees to:

- Ensure there is a lawful basis for providing personal data to OhShip! for processing
- Ensure your privacy policy informs your customers that their data may be processed by third-party apps including OhShip!
- Respond promptly to data subject requests and inform OhShip! of any that require its assistance
- Comply with all applicable data protection laws in respect of your use of the App

6. Security Incidents

6.1 OhShip! will notify the Controller without undue delay, and in any event within **48 hours**, of becoming aware of any Security Incident involving the Controller's personal data.

6.2 The notification will include, where available: a description of the nature of the incident, the categories and approximate number of data subjects concerned, the categories and approximate number of records concerned, the likely consequences, and the measures taken or proposed to address the incident.

6.3 The Controller is responsible for notifying the relevant supervisory authority and data subjects where required by Applicable Law.

7. International Transfers

7.1 OhShip! will not transfer personal data outside the UK or EEA unless appropriate safeguards are in place, including UK International Data Transfer Agreements (IDTAs) or EU Standard Contractual Clauses (SCCs).

7.2 A list of any countries to which data may be transferred is included in Annex 3 alongside the sub-processor list.

8. Sub-processors

Annex 3 — Approved Sub-processors

Sub-processor	Purpose	Location
Amazon Web Services (AWS)	Cloud hosting and data storage	EU / UK (data residency configurable)
Shopify Inc.	App platform and billing	Canada / Global
[Add others as applicable]		

The Controller authorises the use of the above sub-processors. OhShip! will provide 30 days' notice of any changes to this list.

9. Technical and Organisational Measures

Annex 2 — Security Measures

OhShip! implements the following technical and organisational measures:

Category	Measures
Encryption	TLS 1.2+ for all data in transit; AES-256 encryption for data at rest
Access control	Role-based access control (RBAC); principle of least privilege; MFA enforced for all staff
Authentication	Shopify OAuth 2.0 for all API access; session tokens used (no local storage or cookies)
Monitoring	Logging of all access to personal data; anomaly detection and alerting
Vulnerability management	Regular security assessments; dependency scanning; prompt patching of critical vulnerabilities
Data minimisation	Only data necessary for App functionality is requested and stored

Backups	Regular encrypted backups; tested recovery procedures
Staff training	All staff with data access receive data protection and security training
Incident response	Documented incident response plan; 48-hour notification obligation

10. Data Retention

10.1 Retention Schedule

Oh Ship! retains personal data only for as long as is necessary to fulfil the purposes for which it was collected, in accordance with the following schedule:

Data Type	Retention Period	Reason
Order and shipping margin data	Duration of active subscription + 90 days post-cancellation	Allows merchant to retrieve data before deletion; see clause 10.2
Account and billing data	7 years from transaction date	UK legal requirement — HMRC financial records obligation
App usage logs and flags (incl. <i>historical_data_accessed</i> and <i>export_attempted</i>)	Duration of subscription + 12 months	Refund eligibility determination and dispute resolution
Support communications	3 years from last contact	Dispute resolution and service improvement

The full retention schedule is also published in OhShip!'s Privacy Policy at oh-ship.app/privacy, which forms part of this DPA by reference.

10.2 Post-Cancellation Data Access and Deletion Notice

Upon cancellation of a subscription, the following process applies:

- Order and shipping margin data will be retained for **90 days** following the cancellation date
- Where the merchant has access to the data export feature (paid plan), they are encouraged to export their data before cancellation takes effect
- **Important — export-only merchants:** Where a merchant cancels without having held a paid plan (and therefore without having had access to the data export feature), OhShip! will, upon written request to support@oh-ship.app, provide a one-time data export of their order and margin data at no charge, provided the request is made within the 90-day post-cancellation window
- After the 90-day window has elapsed, order and shipping margin data will be permanently deleted and cannot be recovered
- Merchants will receive an automated email notification **14 days before** their data is scheduled for deletion, as a final reminder to request an export if required

10.3 Early Deletion Requests

Merchants may request deletion of their data prior to the expiry of the retention periods set out in clause 10.1, except where Oh Ship! is under a legal obligation to retain that data (for example, billing and financial records retained under HMRC requirements). Deletion requests should be submitted to support@oh-ship.app. Oh Ship! will action valid deletion requests within 30 days.

10.4 Sub-processor Deletion

Upon deletion of personal data by Oh Ship!, Oh Ship! will use reasonable endeavours to ensure that its sub-processors (as listed in Annex 3) also delete or anonymise the relevant personal data within a reasonable timeframe, subject to those sub-processors' own legal obligations.

11. Conflict

In the event of any conflict between this DPA and the Terms of Service, this DPA shall prevail in respect of data protection matters only.

12. Governing Law

This DPA is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales, except where mandatory provisions of EU data protection law require otherwise.

13. Contact

Data protection queries should be directed to: support@oh-ship.app

MAD CUT MEDIA LTD

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