

Data Processing Addendum

for the ShipTastic service · Version 1.0 · 1 October 2026

This Data Processing Addendum ("DPA") forms part of the ShipTastic Terms of Service (shiptastictracking.com/terms) between **RoboTastic Limited**, a company incorporated in Hong Kong SAR (business registration no. 75229437) of 20/F Wellable Commercial Building, 513 Hennessy Road, Causeway Bay, Hong Kong ("RoboTastic", "we") and the business customer named below ("Customer", "you"). It applies where RoboTastic processes personal data on the Customer's behalf while providing ShipTastic.

1. Parties and details

Customer legal name	
Registration no. and country	
Registered address	
Contact for data-protection matters	
ShipTastic account email (workspace owner)	
Plan	☐ Starter ☐ Pro ☐ Max ☐ Enterprise

2. Definitions

"Personal data", "processing", "data subject" and similar terms have the meanings given in the Hong Kong Personal Data (Privacy) Ordinance (Cap. 486, "PDPO") and, where the Customer is established there, the EU or UK General Data Protection Regulation ("GDPR"). "Customer Data" means the shipment data and other content the Customer enters into or generates in ShipTastic, including any personal data it contains. "Sub-processor" means a third party engaged by RoboTastic to process Customer Data.

3. Roles

- Customer Data.** The Customer is the data user (controller) and RoboTastic is the processor for personal data contained in Customer Data, such as references, notes and contact names the Customer chooses to include.
- Account, billing and website data.** RoboTastic is the data user (controller) for the account, billing and website data described in the ShipTastic Privacy Policy (shiptastictracking.com/privacy). This DPA does not cover that data.

4. Subject matter, nature and purpose of processing

Subject matter	Ocean container tracking: storing, displaying and updating shipments the Customer adds, generating ETAs and alerts, and answering Ask AI questions about them.
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Duration	The term of the Customer's ShipTastic subscription, plus the retention period in Section 10.
Nature	Storage, retrieval, display, transmission to sub-processors listed in Annex 1, automated ETA calculation, alert generation, AI-assisted answers.
Purpose	Providing ShipTastic to the Customer under the Terms of Service.
Data subjects	The Customer's staff who use the workspace; and, only if the Customer enters them, its customers', suppliers' or agents' contact persons.
Categories of personal data	Names, business email addresses and phone numbers of workspace users; any names, references or notes the Customer enters against a shipment. No special categories of data are expected or required.

5. Customer instructions

RoboTastic processes Customer Data only on the Customer's documented instructions: this DPA, the Terms of Service, the Customer's settings in the app and its use of the service. RoboTastic will inform the Customer if, in its opinion, an instruction infringes applicable data-protection law. The Customer is responsible for the lawfulness of the Customer Data it enters and for informing its own data subjects as required.

6. Confidentiality

RoboTastic ensures that every person authorised to process Customer Data is bound by a confidentiality obligation, by contract or by law, and processes Customer Data only as needed to provide the service.

7. Security measures

RoboTastic implements and maintains the technical and organisational measures in Annex 2, including email one-time-code two-factor sign-in, passwords stored only as bcrypt hashes, encryption of data in transit, logical isolation of each customer workspace, role-based access for staff, payments handled by Stripe without card data reaching RoboTastic's systems, and the availability commitments in the Service Level Commitment (shiptastictracking.com/service-level).

8. Sub-processors

1. The Customer authorises RoboTastic to engage the sub-processors listed in Annex 1 and on shiptastictracking.com/privacy (Section 4).
2. RoboTastic will update that page at least 14 days before adding or replacing a sub-processor that processes Customer Data. If the Customer objects on reasonable data-protection grounds within that period and the parties cannot agree a solution, the Customer may terminate the affected subscription and RoboTastic will refund any fee paid for the period after termination.
3. RoboTastic imposes data-protection obligations on each sub-processor that are no less protective than this DPA and remains responsible for their performance.

4. Tracking-data providers receive identifiers only (container, bill-of-lading or booking numbers), never party names, contact details or cargo values.

9. Assistance to the Customer

Taking into account the nature of the processing, RoboTastic will assist the Customer, by appropriate technical and organisational measures and as far as its role allows, in responding to data-subject requests (access, correction, deletion, portability, objection), in carrying out data-protection impact assessments and prior consultations, and in meeting the Customer's own security and breach-notification obligations. RoboTastic will forward to the Customer without undue delay any request it receives directly from a data subject about Customer Data.

10. Deletion and return

When the Customer's subscription ends (after cancellation, at the end of the paid period, or after non-payment), Customer Data is removed from the service immediately and the workspace cannot be resumed. The Customer should export its data before that date using the CSV export in the app. RoboTastic keeps billing records and an archived copy for 3 months, solely to resolve billing or contractual disputes and to meet legal and accounting obligations, then deletes it, unless applicable law requires longer retention.

11. Personal-data breaches

RoboTastic will notify the Customer without undue delay, and in any event within 48 hours, after becoming aware of a personal-data breach affecting Customer Data. The notification will describe the nature of the breach, the categories and approximate number of data subjects and records concerned, the likely consequences, the measures taken or proposed, and a contact point. RoboTastic will cooperate with the Customer's own notifications to authorities and data subjects.

12. Audits and information

RoboTastic will make available the information reasonably necessary to demonstrate compliance with this DPA, including summaries of its security measures and, where held, third-party audit reports. Once in any 12-month period, on 30 days' written notice, the Customer or an independent auditor bound by confidentiality may conduct an audit limited to the processing of Customer Data, during business hours and without disrupting the service; the Customer bears its own costs.

13. International transfers

RoboTastic is established in Hong Kong SAR and its sub-processors process data in the regions listed in Annex 1, including the United States and the European Union, under contracts that require them to protect it. Where the Customer is established in the EU or the UK and the GDPR applies to Customer Data, the parties agree that the European Commission's Standard Contractual Clauses (Decision (EU) 2021/914, Module 2, controller to processor) and, for the UK, the International Data Transfer Addendum issued by the Information Commissioner, are incorporated into this DPA by reference, with the Customer as data exporter and RoboTastic as data importer, the details in Sections 1 and 4 and Annex 1 completing the annexes, Hong Kong SAR law and courts for Clause 17 and 18 as far as permitted, and the option under Clause 9(a) being general written authorisation with the notice period in Section 8. Users in mainland China are informed of the transfer and

give separate consent at sign-up under the Personal Information Protection Law; the Customer is responsible for any additional filings its own transfers require.

14. Liability and precedence

The limitations of liability in the Terms of Service apply to this DPA. Where this DPA conflicts with the Terms of Service or the Privacy Policy, this DPA prevails for the processing of Customer Data. Nothing in this DPA limits either party’s obligations under applicable data-protection law.

15. Term, law and language

This DPA takes effect on the date of the last signature below and lasts as long as RoboTastic processes Customer Data. It is governed by the laws of Hong Kong SAR, with disputes resolved as set out in Section 13 of the Terms of Service. It is written in English; any translation is for convenience only.

Signatures

RoboTastic Limited	Customer
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Signature:	Signature:

Annex 1. Sub-processors (as at 1 October 2026)

Provider	Purpose	Data	Location
Amazon Web Services	Hosting, database, email delivery (SES)	All service data; recipient email for account emails	Singapore region
Stripe	Payments and subscriptions	Billing details and payment status; card data stays with Stripe	USA / Ireland
Container-tracking data providers	Ocean container tracking	Identifiers only: container, bill-of-lading or booking numbers	Hong Kong SAR / mainland China
Mapbox	Maps in the app	Vessel and route coordinates	USA
Google (Gemini API, paid Tier 2)	Ask AI answers	The question and the shipment details needed to answer it; not used to train models under the paid API terms	Global region

The current list is maintained at shiptastictracking.com/privacy (Section 4). Website analytics and advertising providers process only visitor data after cookie consent and never Customer Data.

Annex 2. Technical and organisational measures

Access control	Email one-time-code two-factor sign-in for every account; passwords stored as bcrypt hashes; sessions in HttpOnly, Secure, SameSite cookies; role-based access for RoboTastic staff on a need-to-know basis; access reviewed when staff change role or leave.
Tenant isolation	Each customer workspace is logically isolated; queries are scoped to the workspace; sharing outside the workspace happens only through links the Customer creates.
Encryption	TLS 1.2 or higher for all traffic between browsers, the app, the API and sub-processors; encryption at rest for databases and backups on the cloud provider's managed storage.
Availability and backups	Monthly availability commitment of 99.9% (Service Level Commitment); daily encrypted backups retained for 30 days; documented restore procedure tested at least twice a year.
Data minimisation	Tracking-data providers receive identifiers only; card data never reaches RoboTastic; Customer Data is deleted when the subscription ends (Section 10).
Monitoring and incident response	External uptime monitoring every minute; application and access logs retained for 12 months; incident procedure with customer notification within 48 hours of awareness of a breach (Section 11).
Change and vulnerability management	Code review before deployment; dependency and vulnerability scanning; security fixes prioritised over feature work; a published channel for vulnerability reports (connect@robotasticlimited.com).

Staff	Confidentiality obligations in every employment and contractor agreement; data-protection guidance for everyone with access to Customer Data.
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