

Last updated: December 16, 2018

Terms of Use

Deciport LLC (“**Deciport**,” “**we**,” “**us**,” or “**our**”) is a provider of consulting services (as defined in Section 3). Your use of our Services is governed by these Terms of Use, a separate Privacy Policy, and any other agreements that may be executed between you and us from time to time (collectively, the “**Agreement**”).

- 1. Acceptance of terms.** By using our Services, you agree to the terms of the Agreement and any additional rules and guidelines that we may communicate to you in our reports or other communications. We may make changes to the Agreement from time to time; we may notify you of such changes by any reasonable means, including by posting the revised version of the Agreement on our website, www.deciport.com (“**Website**”), or by sending you e-mail notifications regarding any such changes. It is your responsibility to review the most recent version of the Agreement frequently and remain informed about any changes made to it. You can determine when we last changed this Agreement by referring to the “*Last updated*” legend above.

YOUR USE OF OUR SERVICES WILL CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT AND ITS REVISIONS. THIS VERSION OF THE AGREEMENT SUPERSEDES ALL EARLIER VERSIONS AND COMPRISES THE ENTIRE AGREEMENT BETWEEN YOU AND US REGARDING THE USE OF OUR SERVICES. We may, in our own discretion, at any time, modify or discontinue all or part of our services; refuse to provide any client with our services; charge, modify, or waive fees required for the use of our services; or offer opportunities to some or all clients.

**IF YOU DO NOT AGREE WITH ANY PROVISIONS OF THIS AGREEMENT,
YOU SHOULD NOT USE OUR SERVICES.**

ELECTRONIC COMMUNICATIONS. When you use our services or send e-mails and other communications to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails or notices and messages on our Website, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

- 2. Compliance with laws and regulations.** You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our Services. You may not use our Services if you are a person barred from using them under the laws of the United States or other countries, including the country in which you are resident or from which you use our Services. You also agree to comply with all applicable laws, statutes, ordinances, and regulations regarding the transmission of data exported from the United States or the country in which you reside.

3. Services. Our Services consist of providing consulting services for entrepreneurs and organization leaders regarding personal security matters when planning international business travel. We may produce products such as Risk and Threat Assessment Reports for Business Travel Operations Abroad, Live Consultation Sessions for Business Travel Security Considerations Abroad, and others. The Services intend to provide you with information, recommendations, and suggestions to improve your situational awareness of the foreign destinations of your travel or business operations; none of our Services should be considered as instructional. Services are not intended to be used for travel and business operations in areas considered to be “hostile environments,” such as war zones, regions that suffer from known and significant crime rates, significant political violence or unrest centered specifically on your intended destination, significant direct threats of narcotics-related terrorism, a high frequency of kidnapping for ransom (KFR), or regions recently hit by catastrophic events (earthquake, tsunami, hurricane, etc.). You are solely responsible for the decisions you make and the actions you take based on the information and suggestions provided to you by us in the course of our Services.

4. Your Information.

- a. **Personal Information.** We may store and process a small amount of your Personal Information; that includes:
- name;
 - e-mail address;
 - street address;
 - phone number;
 - order details and history.

You may also provide us with certain information regarding your activities and plans that may be required to provide you with our Services. We treat such information, as well as your Personal Information, strictly confidentially, and we do not sell, publish, or otherwise share it with any third parties, unless specified otherwise in the terms of the Agreement, and unless we need to share some of your information with our affiliates for purposes of providing our Services to you.

- b. **Your e-mail address.** You agree that you will provide us with your valid, current e-mail address, both at the time of your registration with us and from time to time as your e-mail address changes.
- c. **Payment Information.** The information required to process your online payment for the Services is stored, processed, and handled entirely by a third-party provider of payment services. We do not store your debit/credit card information.
- d. **Third-party Websites.** Our website may include links to third-party websites, plugins, and applications. Clicking on those links may allow third parties to collect or share data about you. We do not control these third-party sites or applications, and are not responsible for their privacy statements, policies, or terms. When you leave our

website, we encourage you to read the privacy notices, policies, and terms of every other site which you visit.

- e. **Cookies.** Cookies are unique identifiers that we transfer to your device to enable our systems to recognize your device. Cookies help us to improve the offered services and make use of our services more convenient. We collect data on how users interact with our website. In addition, we collect information from your computer or device, such as the IP address, browser you are using, and language settings. The information is used for statistical purposes to improve our website and to display custom content for the customer.

You can prevent your web browser from accepting new cookies or disabling cookies altogether. The “Help” feature on most browsers contains those settings. If you block or otherwise reject our cookies, you may not be able to add items to your shopping cart or proceed to checkout.

Using or deactivating cookies is your choice.

5. **Consent to disclosure.** You acknowledge and agree that we may disclose Your Information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to: (a) comply with a current judicial proceeding, a court order or legal process served on us, (b) enforce this Agreement; (c) protect the rights, property or personal safety of our company, its members, agents, employees, users, and the public; or (d) enable the transfer or sale to another entity of all or substantially all assets in the line of business to which this Agreement relates, or upon any other company reorganization, subject to the promises made in this Agreement. We also may disclose any information about you to law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate, in connection with an investigation of fraud or other activity that is illegal or that we believe may expose us or you to legal liability.
6. **GDPR Compliance.** At Deciport, we make good faith efforts to comply with the European Union General Data Protection Regulation ("**GDPR**"). We provide the following "**GDPR Statement**", which is supplemented by our "**GDPR Privacy Notice**" (attached as **Schedule 1**):
 - a. At Deciport, we recognize the sensitive nature of the personal data we collect and the importance of protecting it. The GDPR requires us to obtain consent from European Union ("**EU**") residents before storing and using their data in any way. It also entitles them to access their data and ask for it to be removed and forgotten from any databases on request.
 - b. We never abuse your information. You have a right to consent to how Deciport uses your data. Along with consenting, you also have the right to withdraw your consent. Below is a list of the data points we collect:
 - name;
 - e-mail address;

- street address;
 - phone number;
 - order details and history;
 - other information regarding your travel plans and activities required to provide you with our Services.
- c. Below is a list of ways in which we may use your data, list of your privileges and how you can exercise these privileges and rights included with GDPR:
- d. Your data is used for processing your orders, providing our Services, marketing e-mails such as newsletters or informational updates about Deciport and our special offers.
- e. Your data is stored for an indefinite matter of time if you do not notify us with your request to remove it via the methods described below. In the case that we try to contact you and your e-mail address is no longer viable, your information will be declared inactive and we will not continue to attempt contact. If your contact information is updated with viable information, our records will be declared active as long as you have not exercised your right to revoke consent or be forgotten.
- f. Under GDPR, you have the right to ask for all the data collected on you. Your data is stored in a secure database. It will take up to 72 hours to retrieve and send you collected data. The data will be provided in the form on a spreadsheet and sent via e-mail.
- g. Your right to be forgotten refers to your right to have your information wiped from our database. If you wish for your information to be removed please email us at contact@deciport.com and we will confirm your information is removed via e-mail within 72 hours.
- h. If you wish to submit a formal complaint against how your data is being used, collected, or stored by us, contact us at contact@deciport.com .
- i. If you have consented to receive messages from us and need to revoke that consent, please contact us at contact@deciport.com and we will update our records and ensure your data is not stored. We will confirm your withdrawal via personal e-mail within 72 hours.
- 7. Indemnity.** Except to the extent prohibited under applicable law, you agree to defend, indemnify, and hold us, our agents, employees, consultants, affiliates, subsidiaries, and third-party partners harmless from and against all claims, losses, costs, and expenses (including attorneys' fees) arising out of (a) your use of, or activities in connection with, our Services or (b) any breach of your representations and warranties or this Agreement or the documents it incorporates by party.
- 8. Release.** You acknowledge and agree that we are not responsible for and make no representations or warranties regarding the Services or your usage of the Services. You hereby release us, our officers, employees, agents, and successors from claims, demands,

any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of our Services, including but not limited to disputes between you and other third party.

If any such dispute is adjudicated under laws which may limit a general release of this nature, or you are able to claim the protection of these laws in any way, you agree to waive these protections under these laws to such an extent such a waiver is legally possible, or you agree that the foregoing limitation shall be amended to the maximum extent legally permissible to affect the intent of this section, which is to limit our liability arising from your usage of the Services.

9. Warranties and liability.

a. **Disclaimer of warranties.** ALL SERVICES, INFORMATION, AND MATERIALS MADE AVAILABLE TO YOU ARE PROVIDED TO YOU "AS IS," WITHOUT ANY EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND WE DISCLAIM ALL STATUTORY OR IMPLIED REPRESENTATIONS, WARRANTIES, TERMS, AND CONDITIONS WITH RESPECT TO THE SERVICES, INFORMATION, AND MATERIALS MADE AVAILABLE TO YOU, INCLUDING THE REPRESENTATIONS AND WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE.

WE MAKE OUR BEST EFFORT TO PROVIDE YOU WITH COMPLETE AND CORRECT INFORMATION, BUT WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICES WILL BE ACCURATE, COMPLETE, OR ERROR-FREE, AND YOU HEREBY AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO MAKE YOUR OWN DECISIONS AND TAKE YOUR OWN ACTIONS.

YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH THE USE OF THE SERVICES. WE DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SERVICES. NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY. WE DISCLAIM ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF OTHER PARTIES (INCLUDING UNAUTHORIZED PARTIES, OR "HACKERS").

SERVICES ARE NOT INTENDED TO BE USED FOR TRAVEL AND BUSINESS OPERATIONS IN AREAS CONSIDERED TO BE "HOSTILE ENVIRONMENTS," SUCH AS WAR ZONES, REGIONS THAT SUFFER FROM KNOWN AND SIGNIFICANT CRIME RATES, SIGNIFICANT POLITICAL VIOLENCE OR UNREST CENTERED SPECIFICALLY ON YOUR INTENDED DESTINATION, SIGNIFICANT DIRECT THREATS OF NARCOTICS-RELATED TERRORISM, A HIGH FREQUENCY OF KIDNAPPING FOR RANSOM (KFR), OR REGIONS RECENTLY HIT BY CATASTROPHIC EVENTS (EARTHQUAKE, TSUNAMI, HURRICANE, ETC.).

- b. **Limitation of liability.** YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICES AT YOUR OWN DISCRETION AND RISK, AS RECOMMENDATIONS AND SUGGESTIONS ONLY, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DEATH OR INJURY SUFFERED BY YOU OR ANY THIRD PERSONS IN RELATION TO USE OF THE SERVICES, OR FOR ANY DAMAGE TO OR LOSS OF YOUR PROPERTY IN RELATION TO USE OF THE SERVICES. WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH OUR SERVICES, NOR FOR ANY DAMAGES FOR LOSS OF PROFITS, GOODWILL, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES IN CONNECTION WITH YOUR USE OF THE SERVICES, OR UNAUTHORIZED INTERCEPTION OF ANY OF YOUR INFORMATION BY THIRD PARTIES.

FURTHER, WE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF THE SERVICES. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES.

OUR MAXIMUM LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO US FOR THE SERVICES.

- c. **Exclusions.** It is possible that applicable law may not allow for limitations on certain implied warranties or exclusions or limitations of certain damages; solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have additional rights. If applicable law prohibits the limitation or exclusion of a party's liability with respect to death or personal injury caused by such party's negligence, fraud, or any other matter, then such party's liability will not be limited or excluded to the extent of such prohibition under such applicable law.

10. Dispute resolution.

- a. **Process.** The parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement including the documents it incorporates by reference, your use of the Services, Your Information, or your violation of any law or the rights of a third party. In the event that the dispute, claim, or controversy is not resolved by these negotiations, the matter will be submitted to Judicial Arbitration and Mediation Services, Inc. (a.k.a. "**JAMS**"), or its successor, for mediation pursuant to Section 10(c), and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to Section 10(d). Nonetheless, legal action taken by us to collect any fees and/or recover damages for, or obtain an injunction relating to the Services and/or intellectual property shall not be submitted to mediation or arbitration except as otherwise agreed to in writing by us.

- b. **Negotiation.** Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within fifteen (15) business days with a statement of its position on and recommended solution to the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority will meet in person or otherwise at a mutually agreeable time and place within thirty (30) business days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute.
- c. **Mediation.** Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case.
- d. **Arbitration.** The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement that are not resolved by their mutual agreement by negotiation or mediation under Sections 10(b) and 10(c) shall be submitted to final and binding arbitration before JAMS, or its successor, pursuant to the United States Arbitration Act, 9 U.S.C. Sec. 1 et seq. Either party may commence the arbitration process called for in this Agreement by filing a written demand for arbitration with JAMS, with a copy to the other party. The arbitration will be conducted in accordance with the provisions of JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The parties will cooperate with JAMS and with one another in selecting an arbitrator from JAMS' panel of neutrals, and in scheduling the arbitration proceedings. The parties covenant that they will participate in the arbitration in good faith, and that they will share equally in its costs.
- e. **Enforcement.** The provisions of Sections 10(c) and 10(d) may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

- f. **Notice; waiver.** You agree that, except as otherwise specified in Section 10(a), all disputes, claims or controversies arising out of or relating to this Agreement will be decided by negotiation, neutral mediation and/or neutral arbitration. Also, by agreeing to this Agreement you are giving up your judicial rights to discovery and appeal except to the extent that they are specifically provided for under this Agreement. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under federal or state law. Your agreement to this arbitration provision is voluntary.
- g. **Class Action.** You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. This will preclude you from bringing any class, collective, or representative action against us, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against us by someone else.

11. Termination. This Agreement is effective until terminated. You agree that we may terminate our Services under this Agreement at any time, without prior notice; and you acknowledge and agree that we may immediately delete your account and all information and files related to your account. You agree not to bring claims against us with respect to such termination. We shall not be liable for any termination of your access to our Services and we shall not be required to make any information or files available to you after any such termination (except as may be required under mandatory applicable law). We may take steps that we believe are appropriate to enforce or verify compliance with any part of this Agreement (including our right to cooperate with any legal process). Sections 7, 9, 10(g), and 13(e) shall survive any expiration or termination of this Agreement.

12. Trademarks; copyrights; proprietary rights. Our trademarks, service marks and other logos, products, and service names, are trademarks of our company (“**Proprietary Rights**”). Except as otherwise permitted by law, you agree not to display or use in any manner the Proprietary Rights without our prior written consent. All of the trademarks and service marks not owned by us are the property of their respective owners. You may not use our Proprietary Rights in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Except as expressly authorized in advance by us, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, or create derivative works based on all or any part of our Website or products.

Our Services consist of documents, reports, and communications intended to be used by you and your affiliates alone. We claim our work products as our intellectual property and we grant you a license to use it for your own personal and commercial purposes in consideration of payment and other value exchanged between you and us. You agree not to further distribute or sell information or work products provided by us without our prior consent.

You hereby acknowledge that any and all (i) suggestions for correction, change and modification to our Services and other feedback (including but not limited to quotations of written or oral feedback), information and reports provided to us by you (collectively “**Feedback**”), and (ii) improvements, updates, modifications, or enhancements, whether made, created, or developed by us or otherwise relating to our Services based on Feedback or otherwise (collectively, “**Update**”), are and will remain the property of us. You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title or interest in Deciport or in any such Feedback or Update. All Feedback and Update become our sole and exclusive property.

13. General Terms.

- a. **Entire Agreement.** This Agreement hereby incorporates by this reference any additional terms agreed to (including, without limitation, our Privacy Policy) and, except as otherwise expressly stated herein, this Agreement is the entire agreement between you and us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter.
- b. **No agency.** No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship between you and us is intended or created by this Agreement.
- c. **Governing law.** You hereby agree that this Agreement (and any claim or dispute arising in connection with this Agreement or your use of the Services) is governed by and shall be construed in accordance with the laws of the State of New York, without regard to its principles of conflicts of law, and you consent to the exclusive jurisdiction of the federal and state courts located in State of New York, and waive any jurisdictional, venue, or inconvenient forum objections thereto.
- d. **Assignment.** You agree that this Agreement, all rights herein, and all incorporated agreements may be automatically assigned by us, in our sole discretion, to one or more third parties in the event of a merger, acquisition, corporate reorganization, sale of all or substantially all of our assets, or similar transaction. You may not assign, transfer, or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent.
- e. **No waiver.** Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision and does not waive our right to act with respect to subsequent or similar breaches.
- f. **Severance.** If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, you and us nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of this Agreement will remain in full force and effect.

- g. **Limitation.** You and us each agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services or this Agreement must be filed within one (1) year after the claim or cause of action arose or be forever barred.
- h. **Titles.** The section titles in this Agreement are for convenience only and have no legal or contractual effect.
- i. **Information or complaints.** If you have a question or a complaint regarding the Services, please feel free to contact us via e-mail at contact@deciport.com. E-mail communications are not necessarily secure, so please do not include sensitive information in any e-mail to us.

14. ADA Compliance, Disabilities, Accessibility. We attempt to make our information accessible to all individuals. If you use special adaptive equipment and encounter problems when using our Website, please report them using the following contact information: contact@deciport.com. We will let you know if the information is available in an alternate format. We strive to meet World Wide Web Consortium (W3C) Recommendations and other web industry standards, specifically conforming to HTML 5, CSS Level 3, WAI-ARIA, and the U.S. Access Board's Section 508 guidelines.

We are committed to making our Website and Services available to as many people as possible and make every effort to ensure our communications are accessible to those with special needs, including those with visual, hearing, cognitive, and motor impairments.

If you come across a page you find difficult to use, please contact us at contact@deciport.com.

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Schedule 1

GDPR Privacy Notice

1. Purpose of this notice

This Privacy Notice provides mandatory information as required under Articles 13 and 14 of the European General Data Protection Regulation (GDPR) regarding the transparency of personal data processing. Definitions of certain terms within this notice are explained in the "Definitions" section below.

2. The Data Controller for Personal Data

Deciport is the Data Controller of your personal data stored by us. Our marketing and IT department employees, as Data Processors acting on the instructions of the Data Controller under a written contract with it, will subsequently use that personal data to facilitate providing its services. It is this contract which forms the 'Legal Basis' for the processing of personal data carried out by Deciport in these circumstances.

Deciport will also become a Data Controller if it collects additional personal data directly from a Data Subject. In these circumstances Deciport will be acting under a 'Legitimate Interest' to legally process the data for the management of software developer services for the Data Subject and to fulfill the contractual requirements for its Client. Deciport also acts as a Data Controller for any personal data held regarding its own employees, and legally processes this data under its Contract of Employment with those Data Subjects.

3. Your Rights

As a Data Subject you have rights under the GDPR. These rights can be seen below. Deciport will always fully respect your rights regarding the processing of your personal data and has provided below the details of the person to contact if you have any concerns or questions regarding how we process your data, or if you wish to exercise any rights you have under the GDPR.

4. Contact Details

The identity and contact details for the Data Protection Officer within Deciport are: Marcus Aupuni, Deciport LLC, Corner Hutson & Eyre Streets, Blake Building, Suite 208
Belize City, Belize.

5. Data Protection Principles

Deciport has adopted the following principles to govern its collection and processing of Personal Data:

- Personal Data shall be processed lawfully, fairly, and in a transparent manner.

- The Personal Data collected will only be that specifically required to fulfill Deciport Services. Such data may be collected directly from the Data Subject. Such data will only be processed for that purpose.
- Personal Data shall only be retained for as long as it is required to fulfill contractual requirements, or to provide statistics to Deciport.
- Personal Data shall be adequate, relevant, and limited to what is necessary in relation to the purposes for which they are collected and/or processed. Personal Data shall be accurate and, where necessary, kept up to date.
- The Data Subject has the right to request from Deciport access to and rectification or erasure of their personal data, to object to or request restriction of processing concerning the data, or to the right to data portability. In each case such a request must be put in writing.
- The Data Subject has the right to make a complaint directly to a supervisory authority within their own country. Deciport's Data Protection compliance is supervised by: Marcus Aupuni, Deciport LLC, Corner Hutson & Eyre Streets, Blake Building, Suite 208, Belize City, Belize.
- Personal Data shall only be processed based on the legal basis explained in this Notice, except where such interests are overridden by the fundamental rights and freedoms of the Data Subject which will always take precedent. If the Data Subject has provided specific additional Consent to the processing, then such consent may be withdrawn at any time (but may then result in an inability to fulfill Deciport's Services).
- Deciport will not use personal data for any monitoring or profiling activity or process and will not adopt any automated decision-making processes.

6. Transfers to Third Parties

To fulfill the Services for a Data Subject it will in some cases be necessary to process personal data via a third party. Personal Data shall only be transferred to, or processed by, third-party companies where such companies are necessary for the fulfillment of the Services.

If you are using our Services from outside the United States, please be aware that you may be sending information (including Personal Data) to the United States where our servers are located. That information may then be transferred within the United States or back out of the United States to other countries outside of your country of residence, depending on the type of information and how it is stored by us. Those countries (including the United States) may not necessarily have data protection laws as comprehensive or protective as those in your country of residence; however, our collection, storage, and use of your Personal Data will at all times continue to be governed by this Privacy Notice and our Privacy Policy.

All internal group transfers of Personal Data shall be subject to written agreements under the Company's Intra Group Data Transfer Agreement (IGDTA) for internal Data transfers which are based on Standard Contractual Clauses recognized by the European Data Protection Authority.

7. Definitions

Personal Data (Article 4 of the GDPR): 'personal data' means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one

who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing (Article 4 of the GDPR): means any operation or set of operations which is performed upon personal data or sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, erasure or destruction.

Legal Basis for Processing (Article 6 of the GDPR): At least one of these must apply whenever personal data is processed:

- **Consent:** the individual has given clear consent for the processing of their personal data for a specific purpose.
- **Contract:** the processing is necessary for compliance with a contract.
- **Legal obligation:** the processing is necessary to comply with the law (not including contractual obligations).
- **Vital interests:** the processing is necessary to protect someone's life.
- **Public task:** the processing is necessary to perform a task in the public interest, and the task or function has a clear basis in law.
- **Legitimate interests:** the processing is necessary for the legitimate interests of the Data Controller unless there is a good reason to protect the individual's personal data which overrides those legitimate interests.

Data Controller (Article 4 of the GDPR): this means the person or company that determines the purposes and the means of processing personal data.

Data Processor (Article 4 of the GDPR): means a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the controller.

Data Subject Rights (Chapter 3 of the GDPR) each Data Subject has eight rights. These are:

- **The right to be informed;** This means anyone processing your personal data must make clear what they are processing, why, and who else the data may be passed to.
- **The right of access;** this is your right to see what data is held about you by a Data Controller.
- **The right to rectification;** the right to have your data corrected or amended if what is held is incorrect in some way.
- **The right to erasure;** under certain circumstances you can ask for your personal data to be deleted. This is also called 'the Right to be Forgotten'. This would apply if the personal data is no longer required for the purposes it was collected for, or your consent for the processing of that data has been withdrawn, or the personal data has been unlawfully processed.

- The right to restrict processing; this gives the Data Subject the right to ask for a temporary halt to processing of personal data, such as in the case where a dispute or legal case has to be concluded, or the data is being corrected.
- The right to data portability; a Data Subject has the right to ask for any data supplied directly to the Data Controller by him or her, to be provided in a structured, commonly used, and machine-readable format.
- The right to object; the Data Subject has the right to object to further processing of their data which is inconsistent with the primary purpose for which it was collected, including profiling, automation, and direct marketing.
- Rights in relation to automated decision making and profiling; Data Subjects have the right not to be subject to a decision based solely on automated processing.