UK Addendum to the Data Processing Agreement

Salons established in the United Kingdom

Version of 2 November 2026

Service Provider / Processor: DOTTY spółka z ograniczoną odpowiedzialnością, ul. Księcia Jerzego II Piasta 11 lok. 3, 49-300 Brzeg, Poland, entered in the register of entrepreneurs of the National Court Register under number KRS 0001262238, NIP 7471938413, EU VAT No. PL7471938413, REGON 545534722 (the "Processor" or "dotty").

Salon / Controller: the Salon which has its registered office or its establishment in the United Kingdom and which has concluded the Principal Agreement with the Processor (the "Controller").

1. Scope and relationship with the DPA

1.1. This UK Addendum (the "Addendum") forms part of the Data Processing Agreement constituting Appendix No. 2 to the Terms of Service (the "DPA") and applies to every Controller which (a) is established in the United Kingdom, or (b) otherwise processes the Data subject to the UK GDPR. Whether a Controller is established in the United Kingdom is determined by the data provided on registration of the Salon Account and by the representation made under § 4 of Annex No. 1 to the Terms.

1.2. The Addendum applies to the processing of the Data to the extent that the UK GDPR applies to that processing. Where the Data are also subject to the EU GDPR (for example because the Processor is established in Poland and uses Sub-processors outside the EEA), the DPA continues to apply in parallel and nothing in this Addendum reduces the protection required by the EU GDPR.

1.3. In the event of any conflict between this Addendum and the DPA in relation to Data subject to the UK GDPR, this Addendum prevails. In all other respects the DPA applies without change. Terms defined in the DPA or in the Terms have the same meaning in this Addendum.

1.4. The Addendum is accepted together with the Terms, Annex No. 1 and the DPA in the registration form, in the manner described in Annex No. 1, and takes effect at the same time as the DPA.

2. Definitions

2.1. "**UK GDPR**" means Regulation (EU) 2016/679 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as amended, including by the Data (Use and Access) Act 2025.

2.2. "**DPA 2018**" means the Data Protection Act 2018 of the United Kingdom.

2.3. "**UK Data Protection Law**" means the UK GDPR, the DPA 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 ("PECR"), each as amended from time to time.

2.4. "**Domestic law**" has the meaning given in Article 4(27) of the UK GDPR and section 205 of the DPA 2018, that is the law of the United Kingdom or of a part of the United Kingdom.

2.5. "**ICO**", "**Commission**" and "**Commissioner**" mean the Information Commission, the independent supervisory authority of the United Kingdom for data protection, which with effect from 30 September 2026 has replaced the Information Commissioner and exercises all of the Commissioner's functions (sections 118 and 119 of the Data (Use and Access) Act 2025; S.I. 2026/1015). The Information Commission continues to use the name "Information Commission's Office (ICO)"; its address is Wycliffe

House, Water Lane, Wilmslow, Cheshire SK9 5AF, United Kingdom. References in UK Data Protection Law to the Commissioner are read as references to the Commission.

2.6. "**Adequacy Regulations**" means regulations approving transfers of personal data to a third country or an international organisation made under Article 45A of the UK GDPR (as inserted by the Data (Use and Access) Act 2025; before 5 February 2026, section 17A of the DPA 2018), together with the transitional provisions of Schedule 21 to the DPA 2018 (in particular paragraphs 4 and 5), under which EEA states, Gibraltar and the countries covered by European Commission adequacy decisions adopted before IP completion day are treated as covered by such regulations.

2.7. "**Restricted Transfer**" means a transfer of personal data subject to the UK GDPR to a country or international organisation outside the United Kingdom which is not covered by Adequacy Regulations, within the meaning of Chapter V of the UK GDPR.

2.8. "**ICO Addendum**" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, version B.1.0, issued by the Commissioner under section 119A(1) of the DPA 2018 and laid before Parliament on 2 February 2022.

2.9. "**IDTA**" means the International Data Transfer Agreement issued by the Commissioner under section 119A(1) of the DPA 2018 (same source as 2.8).

2.10. "**UK Extension**" means the UK Extension to the EU-U.S. Data Privacy Framework (the "UK-U.S. data bridge"), covered by Adequacy Regulations with effect from 12 October 2023.

2.11. "**EU SCCs**" means the standard contractual clauses adopted by Commission Implementing Decision (EU) 2021/914.

3. Interpretation of the DPA for Data subject to the UK GDPR

3.1. References in the DPA to the "GDPR" or to "Regulation (EU) 2016/679" are read as references to the UK GDPR. Article numbers are unchanged: the UK GDPR retains the numbering of Regulation (EU) 2016/679.

3.2. References to "Union or Member State law", "European Union law", "Union law" or "the law of a Member State" are read as references to domestic law. In particular, § 2(3), § 5(9) and § 7(2) of the DPA are read with "domestic law" in place of "Union or Member State law" or "European Union law", in line with Article 28(3)(a) and (g) of the UK GDPR.

3.3. References to "generally applicable provisions of Polish law" in § 7(2) of the DPA are read as including domestic law to the extent that domestic law requires the Controller or the Processor to retain personal data.

3.4. References to "the supervisory authority", "the competent public administration authorities" or "the authorities competent for the protection of personal data" are read as references to the Commissioner where the matter concerns Data subject to the UK GDPR.

3.5. References to the "European Economic Area" or "EEA" in § 5(9) and (10) of the DPA, and references to "a third country" or "outside the EEA", are read for the purposes of the UK GDPR as references to the United Kingdom and to a country outside the United Kingdom respectively, subject to clause 5.

3.6. References to an adequacy decision of the European Commission under Article 45 of the GDPR are read as references to Adequacy Regulations, and references to standard contractual clauses adopted by the Commission under Article 46(2) of the GDPR are read as references to the IDTA, to the EU SCCs together with the ICO Addendum, or to any other instrument recognised under Article 46 of the UK GDPR.

3.7. References to Article 33(3) of the GDPR in § 6 of the DPA are read as references to Article 33(3) of the UK GDPR; the notification periods in § 6 of the DPA remain unchanged and are intended to allow the Controller to notify the Commissioner within 72 hours where required by Article 33 of the UK GDPR.

3.8. References to Chapter III of the GDPR (rights of the data subject) are read as references to Chapter III of the UK GDPR as supplemented by Part 2 of the DPA 2018 (including Schedules 2 to 4, exemptions).

4. Article 28 of the UK GDPR

4.1. The Parties confirm that the DPA, as read in accordance with clause 3, contains the matters required by Article 28(3) of the UK GDPR: the subject matter, duration, nature and purpose of processing, the types of personal data and categories of data subjects (§ 2 and § 3 of the DPA), documented instructions (§ 2(3) and (11)), security (§ 2(9)), Sub-processors (§ 5), assistance with data subject rights and with Articles 32 to 36 (§ 4), deletion or return (§ 7(2)) and information and audits (§ 4(3) to (9)).

4.2. **Confidentiality of authorised persons.** In addition to the DPA, the Processor ensures that each person authorised by the Processor to process the Data has committed himself or herself to confidentiality or is under an appropriate statutory obligation of confidentiality (Article 28(3)(b) of the UK GDPR).

4.3. The Processor informs the Controller without delay if, in the Processor's opinion, an instruction infringes the UK GDPR or other domestic law (Article 28(3), final sentence, of the UK GDPR). § 4(4) of the DPA is read accordingly.

4.4. Nothing in this Addendum relieves the Controller of its own obligations under UK Data Protection Law, in particular the obligation to have a lawful basis under Article 6 and, for data concerning health and photographs of the skin, a condition under Article 9(2) of the UK GDPR together with Schedule 1 to the DPA 2018 where applicable, the obligation to provide privacy information to Salon Clients and Salon Staff, and, where applicable, the obligation to pay the data protection fee to the Commissioner under the Data Protection (Charges and Information) Regulations 2018.

5. International transfers

5.1. **Transfer from the Controller to the Processor (United Kingdom to Poland and Germany).** The Controller transfers the Data to the Processor in Poland, where the Data are stored on infrastructure located in Germany (Hetzner Online GmbH). Poland and Germany are EEA states and are treated as covered by Adequacy Regulations by virtue of paragraph 5 of Schedule 21 to the DPA 2018. The Parties therefore acknowledge that this transfer is not a Restricted Transfer and does not require the IDTA, the ICO Addendum or a transfer risk assessment.

5.2. **Transfers within the EEA.** Onward entrustment by the Processor to Sub-processors established in the EEA (Hetzner Online GmbH, Germany; Google Ireland Limited, Ireland; LINK Mobility Poland sp. z o.o., Poland) remains within territory covered by Adequacy Regulations and does not require additional safeguards under Chapter V of the UK GDPR.

5.3. **Onward transfers to the United States.** The Controller acknowledges and instructs, for the purposes of § 2(3) and § 5(9) and (10) of the DPA, that the Processor may transfer the Data to the Sub-processors listed in Annex A which process the Data in the United States, provided that each such transfer is covered by one of the following mechanisms recognised under the UK GDPR:

(a) the recipient's active self-certification to the UK Extension, covering the type of data transferred (non-HR data), which is treated as a transfer covered by Adequacy Regulations and does not require a transfer risk assessment. The Processor verifies the recipient's status on the

Data Privacy Framework List (https://www.dataprivacyframework.gov/list) before the first transfer and at least annually thereafter; or

(b) the EU SCCs (Module Two or Module Three, as applicable) together with the ICO Addendum, or the IDTA, in each case supported by a transfer risk assessment carried out by the Processor in accordance with the Commissioner's guidance and the data protection test in Article 46(1A) and (6) of the UK GDPR (as inserted by the Data (Use and Access) Act 2025 with effect from 5 February 2026).

5.4. **Mechanisms relied on (as at 2 November 2026).** The mechanism relied on for each Sub-processor in the United States is set out in Annex A. In summary:

(a) **Google LLC** (onward processing for Google Ireland Limited): Google LLC has self-certified to the EU-U.S. Data Privacy Framework and to the UK Extension (Data Privacy Framework List, participant 5780). Google states that as of 16 September 2024 it has adopted the UK Extension as its "Alternative Transfer Solution" for transfers of UK personal data to the United States under the Cloud Data Processing Addendum. The Processor verifies the entry as described in clause 5.3(a).

(b) **Anthropic** (language model provider): this transfer does not rely on the UK Extension. Schedule 3, section B ("UK Addendum") of Anthropic's Data Processing Addendum (effective 24 February 2025) incorporates the ICO Addendum (version B.1.0) into the EU SCCs for "any processing of Customer Personal Data that is subject to the UK GDPR or both the UK GDPR and the GDPR", with Anthropic as data importer; section C of that Schedule contains a Swiss Addendum. The Processor's contracting party and data importer is Anthropic Ireland, Limited (Dublin, Ireland); the content is processed on servers in the United States. The transfer therefore relies on mechanism 5.3(b) and is supported by the transfer risk assessment maintained by the Processor.

5.5. If a mechanism relied on under clause 5.3 ceases to be valid (for example because Adequacy Regulations covering the UK Extension are revoked or a recipient loses its certification), the Processor will without delay put in place another mechanism recognised under Chapter V of the UK GDPR or cease transferring the Data to that recipient, and will inform the Controller.

5.6. The Processor confirms that the content transferred to the language model provider is limited as described in § 5(5) of the DPA (no names, contact details or identifiers of Salon Clients or of the Salon; photographs without metadata; age only as a range), and that this minimisation is recorded in the transfer risk assessment as a supplementary measure.

5.7. The Controller acknowledges that the Processor, as a processor established in Poland, is itself subject to the EU GDPR in respect of the same transfers and that the Processor applies the EU SCCs (Module Three) or Commission adequacy decisions to those transfers in parallel, as set out in the DPA.

6. Representative in the United Kingdom

6.1. Where the Processor is required to designate a representative in the United Kingdom under Article 27 of the UK GDPR, the details of that representative are set out in Annex B. The Controller and data subjects may address the representative in addition to or instead of the Processor on all issues related to processing (Article 27(4) of the UK GDPR).

6.2. The designation of a representative is without prejudice to legal actions which could be initiated against the Processor itself (Article 27(5) of the UK GDPR). The representative is not a Sub-processor; data exchanged between the Processor and its representative in the course of the representative's role are not a Restricted Transfer.

7. Cooperation with the Commissioner and data subjects

7.1. The Processor cooperates, on request, with the Commissioner in the performance of the Commissioner's tasks (Article 31 of the UK GDPR). § 4(10) of the DPA is read accordingly.

7.2. Requests from data subjects in the United Kingdom received by the Processor or its representative are forwarded to the Controller without undue delay, and the Processor assists the Controller in accordance with § 4(1) and (2) of the DPA. Time limits for responding to data subjects under the UK GDPR (one month from the relevant time, extendable under Article 12A) rest with the Controller.

7.3. The Controller is responsible for notifying personal data breaches to the Commissioner (Article 33 of the UK GDPR) and to data subjects (Article 34). The Processor's obligation is limited to notification to the Controller under § 6 of the DPA and to assistance.

8. Governing law and jurisdiction

8.1. This Addendum is governed by the law of the Republic of Poland. Any dispute between the Controller and the Processor arising out of or in connection with this Addendum shall be resolved exclusively by the common court having territorial jurisdiction over the Processor's registered office in the Republic of Poland, as provided in § 9(2) of Annex No. 1 to the Terms. The Parties enter into this provision as an exclusive choice of court agreement within the meaning of Article 3 of the Hague Convention of 30 June 2005 on Choice of Court Agreements, to which both the Republic of Poland (as a Member State of the European Union) and the United Kingdom are Contracting States. This clause does not affect: (a) the mandatory application of UK Data Protection Law to the processing of Data subject to the UK GDPR; (b) the rights of data subjects to lodge complaints with the Commission and to seek judicial remedies and compensation under UK Data Protection Law before the courts of the United Kingdom; or (c) the powers of the Commission.

9. Term and changes

9.1. This Addendum terminates together with the DPA. Clauses 5.5 and 7 survive to the extent necessary to complete deletion or return of the Data.

9.2. Changes to Annex A (Sub-processors and transfer mechanisms) follow the procedure in § 5(4) and (6) to (8) of the DPA. Changes to Annex B (representative) are notified to the Controller by e-mail and by publication in the Privacy Policy and do not require the Controller's consent.

Annex A. Sub-processors and transfer mechanisms for Data subject to the UK GDPR

Sub-processor	Role	Location	UK GDPR transfer mechanism (as at 2 November 2026)
Hetzner Online GmbH, Industriestr. 25, 91710 Gunzenhausen, Germany	hosting and infrastructure of the Application, database, photographs and backups	Germany (EEA)	covered by Adequacy Regulations (DPA 2018, Sch. 21, para. 5: EEA states); no further safeguard required

Sub-processor	Role	Location	UK GDPR transfer mechanism (as at 2 November 2026)
Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland	outgoing mail relay (system messages); calendar synchronisation on the Salon's instruction	Ireland (EEA)	covered by Adequacy Regulations (EEA). Onward processing by Google LLC, USA: UK Extension to the EU-U.S. Data Privacy Framework (Google LLC self-certified, participant 5780; Google's Alternative Transfer Solution for UK data as of 16 September 2024) and, to the extent not covered, EU SCCs with the ICO Addendum under the Cloud Data Processing Addendum
Anthropic Ireland, Limited, 6th Floor, South Bank House, Barrow Street, Dublin 4, D04 TR29, Ireland	language model generating a cosmetological interpretation (data without identifiers, § 5(5) of the DPA)	Ireland (EEA); the content is processed on servers in the United States	EU SCCs (Module Two / Module Three) with the ICO Addendum version B.1.0, incorporated by Schedule 3, section B of Anthropic's Data Processing Addendum (effective 24 February 2025); transfer risk assessment maintained by the Processor. The transfer does not rely on the UK Extension
LINK Mobility Poland sp. z o.o., ul. Toszecka 101, 44-100 Gliwice, Poland, KRS 0000350201 (SMSAPI)	sending SMS reminders to Salon Clients on the Salon's instruction, including to UK numbers (sender name "dotty"); the message is delivered to the Salon Client's mobile network operator in the United Kingdom	Poland (EEA)	covered by Adequacy Regulations (EEA). The provider processes the data in the EEA and transfers them outside the EEA or the United Kingdom only on the customer's instruction (LINK Mobility group sub-processor list); delivery to a UK number returns the data to the United Kingdom and is not a Restricted Transfer

Annex B. Representative in the United Kingdom (Article 27 UK GDPR)

Item	Details
Name of representative	Prighter Ltd
Legal form and registered number (Companies House)	private limited company, company number 12854033
Address in the United Kingdom	20 Mortlake High Street, London SW14 8JN, United Kingdom
Contact for data subjects and the Commissioner	online portal of the representative: https://app.prighter.com/portal/19145633645
Date of written mandate	8 October 2026

Acceptance

Accepted by the Controller together with the Terms of Service, Annex No. 1 and the DPA in the registration form of the Application. The Processor records the date and time of acceptance, the IP address and the version of this Addendum (SHA-256 hash of the file).