



PRIVACY POLICY

ShopSmart Consumer Goods Trading
Doing Business as ShopSmart Philippines

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DOCUMENT GOVERNANCE

This Privacy Policy forms an integral part of the legal and compliance framework governing the operation of the ShopSmart Philippines Platform.

This Privacy Policy shall be read together with, and interpreted consistently with, the following documents, as may be amended from time to time:

- Master Terms of Use;
- Buyer Terms and Conditions;
- Merchant Marketplace Agreement;

- Cookie Policy;
- Payment Terms;
- Merchant Settlement Policy;
- Returns, Refunds and Exchange Policy;
- Community Guidelines;
- Data Processing Consent; and
- all other ShopSmart policies, notices, agreements, and operational procedures applicable to the Platform.

Where any provision of this Privacy Policy conflicts with mandatory provisions of applicable Philippine law, the applicable law shall prevail.

PART I – GENERAL PROVISIONS

ARTICLE 1

PURPOSE

ShopSmart Consumer Goods Trading ("**ShopSmart**," "**we**," "**our**," or "**us**"), operating under the trade name **ShopSmart Philippines**, recognizes the right of every individual to privacy and is committed to processing Personal Information lawfully, fairly, transparently, securely, and responsibly under applicable Philippine data protection laws.

This Privacy Policy establishes the principles governing the collection, recording, organization, storage, updating, retrieval, consultation, use, consolidation, sharing, disclosure, transfer, retention, blocking, erasure, destruction, and all other forms of Processing of Personal Information in connection with the operation of the ShopSmart Philippines Platform.

This Privacy Policy is adopted in accordance with:

- Republic Act No. 10173 (Data Privacy Act of 2012);
- the Implementing Rules and Regulations of the Data Privacy Act;
- issuances, circulars, advisories, opinions, and other regulations issued by the National Privacy Commission (NPC);
- Republic Act No. 11967 (Internet Transactions Act);
- Republic Act No. 8792 (Electronic Commerce Act); and
- all other applicable Philippine laws and regulations governing the Processing of Personal Information.

The objectives of this Privacy Policy are to:

1. explain how ShopSmart processes Personal Information;
2. promote transparency, accountability, and responsible data governance;
3. inform Data Subjects of their rights under applicable law;
4. describe the safeguards implemented by ShopSmart to protect Personal Information; and

5. establish the principles governing the lawful Processing of Personal Information throughout the operation of the Platform.
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ARTICLE 2

SCOPE

This Privacy Policy applies to all Personal Information processed by ShopSmart in connection with the operation, administration, maintenance, security, compliance, and continuous improvement of the ShopSmart Philippines Platform.

It applies to Personal Information collected through:

- the ShopSmart website;
- mobile applications;
- Merchant Dashboard;
- Customer Dashboard;
- customer support channels;
- electronic communications;
- account registration processes;
- Marketplace transactions;
- promotional activities;
- surveys;
- payment-related activities;
- verification procedures; and
- all other digital or physical channels operated by or on behalf of ShopSmart.

This Privacy Policy applies to the Processing of Personal Information relating to:

- Customers;
- Buyers;
- Merchants;
- prospective Merchants;
- registered Users;
- Guest Users, where Personal Information is collected;
- suppliers;
- service providers;
- business partners; and
- any other individual whose Personal Information is processed by ShopSmart.

This Privacy Policy also applies to Personal Information processed through automated decision-making systems, profiling activities, recommendation systems, fraud detection mechanisms, artificial intelligence technologies, machine learning models, and other automated processing tools used in connection with the operation, administration, security, compliance, or continuous improvement of the Platform.

This Privacy Policy does not govern the independent privacy practices of Merchants, payment service providers, logistics providers, or other independent third parties. Such parties remain solely responsible for complying with their respective obligations under applicable data protection laws.

ARTICLE 3

PRIVACY PRINCIPLES

In Processing Personal Information, ShopSmart is guided by the following principles:

3.1 Transparency

Personal Information shall be processed in a lawful, fair, and transparent manner.

3.2 Legitimate Purpose

Personal Information shall be collected and processed solely for specified, explicit, and legitimate purposes consistent with ShopSmart's lawful business activities and legal obligations.

3.3 Proportionality

Only Personal Information that is adequate, relevant, suitable, necessary, and not excessive in relation to the declared processing purposes shall be collected and processed.

3.4 Accountability

ShopSmart shall implement and maintain appropriate organizational, administrative, technical, and physical safeguards to ensure responsible Processing of Personal Information throughout its lifecycle.

3.5 Security

Reasonable and appropriate safeguards shall be implemented to protect Personal Information against unauthorized or unlawful Processing, accidental loss, destruction, damage, unauthorized access, disclosure, alteration, or misuse.

3.6 Compliance

ShopSmart shall Process Personal Information in accordance with applicable Philippine laws, regulations, regulatory issuances, and lawful directives of competent authorities.

ARTICLE 4

DEFINITIONS

For purposes of this Privacy Policy, the following terms shall have the meanings assigned below.

Applicable Law means all Philippine laws, regulations, administrative issuances, circulars, advisories, and other legally binding requirements governing the Processing of Personal Information.

Automated Decision-Making means any decision relating to a Data Subject that is made wholly or partly through automated means, including algorithms, artificial intelligence systems, machine learning technologies, fraud detection systems, recommendation engines, merchant-ranking systems, or similar automated processing tools.

Consent means any freely given, specific, informed, and unambiguous indication of the Data Subject's agreement to the Processing of Personal Information in accordance with applicable law.

Customer means any Buyer or registered User who purchases products through the Platform.

Data Subject means any natural person whose Personal Information is processed by ShopSmart.

Guest User means an individual who accesses the Platform without creating a registered account.

Merchant means any individual or legally recognized business entity approved by ShopSmart to sell products through the ShopSmart Philippines Marketplace.

Personal Information means any information, whether recorded in material form or not, from which the identity of a natural person is apparent or can reasonably be directly or indirectly ascertained, including by reference to identifiers such as a name, identification number, location data, online identifier, or one or more factors relating to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person, as defined or recognized under applicable Philippine law.

Platform means the ShopSmart Philippines website, mobile applications, Merchant Dashboard, Customer Dashboard, software, databases, communication channels, and related technologies operated by ShopSmart.

Processing means any operation or set of operations performed upon Personal Information, whether by automated or manual means, including collection, recording, organization, storage, updating, retrieval, consultation, use, consolidation, sharing, disclosure, transfer, retention, blocking, erasure, destruction, or any other processing activity recognized under applicable Philippine law.

Profiling means any form of automated Processing of Personal Information consisting of the use of Personal Information to evaluate, analyse, or predict aspects relating to a natural person's preferences, interests, behaviour, reliability, economic situation, location, movements, or other personal characteristics.

Sensitive Personal Information means Personal Information classified as sensitive under applicable Philippine law, including those categories recognized by the Data Privacy Act of 2012 and other applicable laws and regulations.

ShopSmart means **ShopSmart Consumer Goods Trading**, operating under the trade name **ShopSmart Philippines**.

User means any person accessing or using the Platform, whether as a Customer, Merchant, Guest User, or other authorized participant.

Unless otherwise defined herein, capitalized terms used in this Privacy Policy shall have the meanings assigned to them under the Master Terms of Use or applicable Philippine law.

PART II – PERSONAL DATA PROCESSING

ARTICLE 5

CATEGORIES OF PERSONAL INFORMATION PROCESSED

ShopSmart Processes Personal Information only to the extent reasonably necessary to operate the Platform, perform contractual obligations, comply with applicable legal and regulatory requirements, protect legitimate business interests, safeguard Users, maintain Platform security, and provide Marketplace services.

Depending on the nature of the User's interaction with the Platform, ShopSmart may Process the following categories of Personal Information.

5.1 Account and Identification Information

ShopSmart may Process:

- full name;
 - username;
 - date of birth;
 - gender, where voluntarily provided;
 - mobile telephone number;
 - electronic mail address;
 - residential or business address;
 - profile photograph;
 - government-issued identification information, including passport, driver's licence, PhilSys ID, or other government-issued identification document, where required for identity verification;
 - Taxpayer Identification Number (TIN), where required by applicable law;
 - Merchant registration information; and
 - other information reasonably necessary to establish, administer, verify, or secure a User account.
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5.2 Transaction Information

ShopSmart may Process information relating to Marketplace transactions, including:

- products viewed, ordered, purchased, or returned;
- order history;
- invoices;
- official receipts;
- payment references;
- delivery information;
- refund requests;
- cancellations;

- promotional vouchers;
 - rewards;
 - transaction values;
 - settlement information;
 - dispute records; and
 - communications relating to Marketplace transactions.
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5.3 Payment Information

ShopSmart may Process payment-related information reasonably necessary to facilitate Marketplace transactions and reconcile payments with accredited payment service providers.

ShopSmart does not intentionally collect, store, or retain complete payment card numbers, card verification values (CVV), online banking credentials, passwords, or other payment authentication credentials where such information is processed directly by accredited third-party payment service providers.

Payment-related information Processed by ShopSmart may include:

- payment reference numbers;
 - payment method;
 - payment status;
 - transaction identifiers;
 - settlement status;
 - refund status; and
 - other payment information reasonably necessary for transaction administration, reconciliation, compliance, or dispute resolution.
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5.4 Merchant Information

For Merchants, ShopSmart may Process:

- business name;
- registered trade name;
- business registration documents;
- business permits and licences;
- tax registration information;
- principal business address;
- branch addresses;
- contact persons;
- authorized representatives;
- settlement banking information;
- product catalogues;
- pricing information;
- inventory information;
- customer service information; and

- other information reasonably necessary for Marketplace administration and regulatory compliance.
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5.5 Device and Technical Information

ShopSmart may automatically Process technical information relating to the use of the Platform, including:

- Internet Protocol (IP) address;
 - browser type;
 - operating system;
 - device identifiers;
 - application version;
 - language settings;
 - session identifiers;
 - diagnostic information;
 - crash reports;
 - access timestamps;
 - referring URLs;
 - device configuration; and
 - other technical information reasonably necessary to ensure Platform functionality, security, and performance.
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5.6 Usage Information

ShopSmart may Process information relating to User interaction with the Platform, including:

- browsing behaviour;
 - search queries;
 - product preferences;
 - shopping cart activity;
 - wish lists;
 - clicks;
 - page visits;
 - viewing duration;
 - feature usage;
 - purchase patterns;
 - interaction history; and
 - analytics relating to Platform usage.
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5.7 Location Information

Where enabled by the User or otherwise permitted under applicable law, ShopSmart may Process:

- approximate location;

- GPS location;
 - delivery locations;
 - billing locations; and
 - other location-related information reasonably necessary for the operation and functionality of the Platform.
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5.8 Communications

ShopSmart may Process communications involving:

- ShopSmart and Users;
 - Buyers and Merchants using Platform communication tools;
 - customer support interactions;
 - inquiries;
 - complaints;
 - feedback;
 - surveys; and
 - other communications relating to the operation, administration, security, or compliance of the Platform.
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5.9 Sensitive Personal Information

ShopSmart does not intentionally collect or Process Sensitive Personal Information except where:

- expressly authorized by the Data Subject;
- required by applicable law;
- necessary to establish, exercise, or defend legal claims;
- required for identity verification;
- necessary to comply with legal or regulatory obligations; or
- otherwise permitted under the Data Privacy Act of 2012 and other applicable laws.

Where Sensitive Personal Information is Processed, ShopSmart shall implement safeguards appropriate to the nature, sensitivity, and risks associated with such information. Sensitive Personal Information shall be processed only to the extent necessary and proportionate to the applicable purpose, and shall be subject to safeguards appropriate to its sensitivity and risk.

5.10 Biometric Information

ShopSmart does not currently collect or Process biometric information as part of its Marketplace operations.

Should ShopSmart implement biometric authentication, facial recognition, fingerprint verification, voice recognition, or other biometric technologies in the future, the collection and Processing of biometric information shall be subject to separate, specific, and informed Consent from the Data Subject and shall be governed by additional safeguards required under applicable laws and National Privacy Commission issuances.

ARTICLE 6

SOURCES OF PERSONAL INFORMATION

ShopSmart may obtain Personal Information from one or more lawful sources.

6.1 Information Provided Directly by Data Subjects

Personal Information may be provided directly by Data Subjects during:

- account registration;
 - profile updates;
 - Merchant applications;
 - Marketplace transactions;
 - customer support requests;
 - surveys;
 - promotional activities;
 - contests;
 - complaints;
 - inquiries; and
 - other voluntary interactions with the Platform.
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6.2 Information Automatically Collected

Certain Personal Information may be Processed automatically through technologies including:

- cookies;
- web beacons;
- software development kits (SDKs);
- server logs;
- analytics tools;
- device identifiers;
- session technologies;
- security monitoring systems; and
- similar technologies.

The use of cookies and similar technologies is governed by the ShopSmart Cookie Policy.

6.3 Information Received from Third Parties

Subject to applicable law, ShopSmart may receive Personal Information from:

- Merchants;

- accredited payment service providers;
 - logistics providers;
 - identity verification providers;
 - fraud prevention service providers;
 - government agencies;
 - publicly available records;
 - business partners;
 - marketing partners; and
 - other lawful third-party sources.
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ARTICLE 7

LEGAL BASES FOR PROCESSING

ShopSmart Processes Personal Information only where a lawful basis exists under applicable Philippine law.

Depending upon the circumstances, Processing may be based on one or more of the following legal grounds.

7.1 Consent

Processing based upon the freely given, specific, informed, and unambiguous Consent of the Data Subject.

7.2 Performance of a Contract

Processing necessary to:

- establish User accounts;
- facilitate Marketplace transactions;
- administer purchases;
- process payments;
- provide customer support;
- perform contractual obligations; and
- provide Platform services requested by the User.

7.3 Compliance with Legal Obligations

Processing required to comply with:

- tax laws;
- consumer protection laws;
- anti-fraud requirements;
- lawful governmental requests;
- court orders;
- regulatory reporting obligations; and
- other applicable legal requirements.

7.4 Legitimate Interests

Subject to applicable law and the fundamental rights and freedoms of the Data Subject, ShopSmart may Process Personal Information where reasonably necessary to:

- improve Platform functionality;
- maintain cybersecurity;
- detect and prevent fraud;
- investigate misconduct;
- enforce contractual rights;
- conduct internal analytics;
- develop Platform features;
- protect Users;
- protect Merchants; and
- safeguard ShopSmart's legitimate business interests.

Where ShopSmart relies upon legitimate interest, it shall determine and document the specific legitimate interest pursued, assess whether the Processing is necessary to achieve that interest, and assess whether the interest is overridden by the fundamental rights and freedoms of the Data Subject, in accordance with applicable law and NPC guidance.

7.5 Other Lawful Bases

Where permitted under applicable law, ShopSmart may Process Personal Information on other lawful grounds recognized by the Data Privacy Act, including Processing necessary to protect the life or health of a Data Subject or another person, or Processing necessary for the performance of functions carried out in the public interest or pursuant to lawful authority.

ARTICLE 8

PURPOSES OF PROCESSING

ShopSmart Processes Personal Information only for lawful, specified, and legitimate purposes, including:

- establishing and maintaining User accounts;
- operating the Platform;
- facilitating Marketplace transactions;
- processing payments and settlements;
- verifying identities;
- detecting and preventing fraud;
- maintaining Platform security;
- providing customer support;
- responding to inquiries and complaints;
- complying with legal and regulatory obligations;
- maintaining business records;
- conducting analytics;
- improving Platform functionality;

- communicating operational and service-related updates;
 - administering promotional activities where applicable;
 - sending marketing communications where permitted by law or with the Data Subject's Consent;
 - protecting the rights, safety, and property of ShopSmart, Users, Merchants, and third parties; and
 - carrying out other purposes compatible with those described in this Privacy Policy or otherwise authorized by applicable law.
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ARTICLE 9

DATA COLLECTION PRACTICES

ShopSmart utilizes technologies and operational processes reasonably necessary to collect and Process Personal Information securely, transparently, and in accordance with applicable law.

Data collection may occur through:

- account registration;
- Marketplace transactions;
- customer interactions;
- cookies and similar technologies;
- web beacons;
- software development kits (SDKs);
- server logs;
- device identifiers;
- fraud prevention technologies;
- analytics services;
- security monitoring systems; and
- other technologies reasonably necessary for the operation, security, maintenance, and continuous improvement of the Platform.

Where applicable law requires Consent for particular technologies or categories of Processing, ShopSmart shall obtain such Consent before such Processing occurs.

Technologies that are strictly necessary for authentication, security, fraud prevention, network management, Platform functionality, or other essential operational purposes may be utilized without separate Consent where permitted under applicable law.

Additional information regarding cookies and similar technologies is provided in the ShopSmart Cookie Policy.

PART III – USE AND DISCLOSURE OF PERSONAL DATA

ARTICLE 10

USE OF PERSONAL INFORMATION

ShopSmart Processes Personal Information solely for lawful, specified, explicit, and legitimate purposes that are compatible with the purposes described in this Privacy Policy and permitted under applicable Philippine law.

Subject to the applicable legal basis for Processing, ShopSmart may use Personal Information for one or more of the following purposes.

10.1 Platform Administration

To establish, administer, maintain, secure, suspend, restore, or terminate User accounts and to facilitate access to the Platform.

10.2 Marketplace Operations

To facilitate Marketplace transactions, including:

- product listings;
 - order processing;
 - payment reconciliation;
 - delivery coordination;
 - customer communications;
 - dispute resolution;
 - refunds;
 - cancellations;
 - settlements; and
 - other operational activities reasonably necessary for the operation of the Platform.
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10.3 Customer Support

To respond to inquiries, requests, complaints, feedback, technical support concerns, warranty claims, and other customer service matters.

10.4 Identity Verification

To verify the identity of Users, Merchants, and authorized representatives where reasonably necessary to:

- prevent fraud;

- comply with legal obligations;
 - verify Merchant eligibility;
 - secure User accounts; or
 - protect the integrity of the Platform.
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10.5 Security and Fraud Prevention

To detect, investigate, prevent, monitor, and respond to:

- fraudulent activity;
 - unauthorized access;
 - cybersecurity threats;
 - suspicious transactions;
 - violations of Platform policies;
 - unlawful conduct; and
 - other activities that may compromise the security, integrity, or reliability of the Platform.
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10.6 Legal and Regulatory Compliance

To comply with applicable laws, regulations, lawful government requests, court orders, tax obligations, consumer protection requirements, regulatory reporting obligations, and other legal or regulatory responsibilities.

10.7 Platform Improvement

To evaluate Platform performance, improve usability, develop new features, conduct testing, perform analytics, troubleshoot technical issues, and enhance the overall User experience.

Where reasonably practicable, analytics shall be conducted using aggregated, anonymized, or de-identified information.

10.8 Communications

To communicate with Users regarding:

- account activities;
- Marketplace transactions;
- service announcements;
- security alerts;
- policy updates;
- regulatory notices;
- operational changes;

- customer support; and
 - other communications reasonably necessary for the operation of the Platform.
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10.9 Marketing Communications

Where permitted by applicable law or with the Consent of the Data Subject, ShopSmart may Process Personal Information to:

- send promotional communications;
- provide product recommendations;
- announce new Platform features;
- conduct customer satisfaction surveys;
- administer promotional or loyalty programmes; and
- communicate marketing campaigns.

A Data Subject may withdraw Consent or opt out of marketing communications at any time without affecting the lawfulness of Processing undertaken prior to such withdrawal.

10.10 Retention and Deletion

Personal Information shall be retained only for as long as reasonably necessary to fulfil the purposes for which it was collected, to comply with applicable legal or regulatory obligations, to establish, exercise, or defend legal claims, or to support legitimate business purposes permitted by law.

Upon expiry of the applicable retention period, ShopSmart shall securely destroy, anonymize, or otherwise dispose of Personal Information in accordance with its internal data retention and disposal procedures, unless continued retention is authorized by the Data Subject or required or permitted under applicable law.

ARTICLE 11

DISCLOSURE AND SHARING OF PERSONAL INFORMATION

ShopSmart does not sell Personal Information.

Personal Information shall only be disclosed where permitted or required by applicable law, necessary for the operation of the Platform, or authorized by the Data Subject.

Subject to appropriate contractual, organizational, and technical safeguards, ShopSmart may disclose Personal Information to the following categories of recipients.

11.1 Merchants

Information reasonably necessary to fulfil Marketplace transactions.

11.2 Accredited Payment Service Providers

Information reasonably necessary to facilitate payment authorization, settlement, reconciliation, fraud prevention, refunds, chargeback management, and related payment services.

11.3 Logistics Providers

Information reasonably necessary to facilitate the collection, transport, delivery, return, or exchange of products purchased through the Platform.

11.4 Technology Service Providers

Third-party providers supporting:

- cloud infrastructure;
- software hosting;
- cybersecurity;
- communications;
- analytics;
- customer support systems;
- infrastructure management;
- monitoring services; and
- other technology services reasonably necessary for Platform operations.

All service providers engaged by ShopSmart shall be contractually required to implement safeguards consistent with applicable data protection laws and confidentiality obligations.

11.5 Professional Advisers

External legal counsel, auditors, accountants, consultants, insurers, and other professional advisers where disclosure is reasonably necessary to protect ShopSmart's legitimate interests or comply with legal obligations.

11.6 Government Authorities

Government agencies, courts, law enforcement authorities, regulatory bodies, and other competent public authorities where disclosure is required, authorized, or permitted by applicable law or lawful order.

11.7 Corporate Transactions

Where reasonably necessary in connection with:

- mergers;
- acquisitions;
- corporate reorganizations;
- financing transactions;
- sale or transfer of assets; or
- similar corporate transactions,

provided that the receiving party shall be required to observe confidentiality obligations and comply with applicable data protection laws. Any disclosure shall be limited to information reasonably necessary for the transaction and shall remain subject to applicable confidentiality, security, and data protection requirements.

Where reasonably practicable and not prohibited by law, ShopSmart shall use reasonable efforts to notify affected Data Subjects prior to such transfer.

11.8 No Third-Party Marketing Disclosure

ShopSmart does not disclose Personal Information to third parties for their own direct marketing purposes without the Data Subject's express prior Consent or other lawful basis recognized under applicable law.

ARTICLE 12

CROSS-BORDER DATA TRANSFERS

Certain Personal Information may be Processed, stored, accessed, or transferred outside the Republic of the Philippines where reasonably necessary for the operation of the Platform.

Such Processing may involve:

- cloud infrastructure providers;
- software service providers;
- cybersecurity providers;
- communication platforms;
- customer relationship management systems;
- analytics providers;
- artificial intelligence service providers; or
- other technology partners operating internationally.

Where Personal Information is transferred outside the Philippines, ShopSmart shall implement appropriate contractual, organizational, and technical safeguards to ensure a level of protection consistent with the requirements of applicable Philippine law and the National Privacy Commission.

Where applicable, ShopSmart may implement one or more of the following safeguards:

- execution of data processing agreements or other contractual arrangements incorporating appropriate data protection obligations;
- obtaining the Data Subject's explicit and informed Consent after appropriate disclosure of the transfer, the recipient, and the applicable safeguards;
- reliance upon lawful transfer mechanisms recognized under applicable Philippine law; or
- implementation of other safeguards or transfer mechanisms authorized by the National Privacy Commission.

Upon reasonable request and subject to security, confidentiality, and legal restrictions, ShopSmart may provide information concerning material categories of overseas recipients and the safeguards applicable to cross-border Processing.

ARTICLE 13

AUTOMATED PROCESSING, PROFILING, AND ARTIFICIAL INTELLIGENCE

ShopSmart may utilize automated technologies to improve Platform functionality, operational efficiency, fraud prevention, cybersecurity, Marketplace administration, and the overall User experience.

Such Processing may include:

- fraud detection;
- spam prevention;
- product recommendations;
- search optimization;
- Merchant performance analysis;
- customer behaviour analytics;
- risk monitoring;
- cybersecurity monitoring;
- operational reporting; and
- other legitimate business purposes consistent with applicable law.

Where automated Processing may significantly affect the rights or interests of a Data Subject, ShopSmart shall implement reasonable safeguards consistent with applicable law.

ShopSmart shall not rely solely upon automated Processing to make decisions producing legal effects or similarly significant consequences for a Data Subject where prohibited by applicable law.

13.4 Right to Human Intervention

Where Personal Information is Processed through automated decision-making that produces legal effects or similarly significant consequences for a Data Subject, the Data Subject may, subject to applicable law:

- request an explanation of the automated decision;
- contest the outcome of the decision; and
- request appropriate human review or intervention.

Such rights shall apply where recognized by applicable law and subject to lawful limitations, including the protection of confidential security measures, proprietary systems, fraud-prevention methodologies, and the rights of other persons.

Nothing in this Article shall prevent ShopSmart from implementing automated technologies that are reasonably necessary for fraud prevention, cybersecurity, Platform integrity, operational efficiency, or other lawful purposes, provided that such technologies are used in accordance with applicable law.

13.5 AI Systems. Where ShopSmart uses artificial intelligence or machine-learning systems to process Personal Information, ShopSmart shall implement appropriate governance measures proportionate to the risks associated with the Processing. These measures may include data minimization, accuracy controls, security safeguards, human oversight where appropriate, testing and monitoring, documentation, access controls, and mechanisms for addressing material errors or adverse outcomes.

PART IV – DATA SECURITY, RETENTION, AND DATA SUBJECT RIGHTS

ARTICLE 14

INFORMATION SECURITY AND PROTECTION MEASURES

ShopSmart is committed to implementing reasonable and appropriate organizational, administrative, technical, and physical safeguards to protect Personal Information against accidental or unlawful destruction, alteration, unauthorized access, unauthorized disclosure, misuse, loss, destruction, or any other unauthorized or unlawful Processing.

The safeguards implemented by ShopSmart are designed to be proportionate to the nature, sensitivity, volume, context, and risks associated with the Personal Information being Processed and shall be reviewed periodically to ensure their continued effectiveness and compliance with applicable Philippine law and the issuances of the National Privacy Commission ("NPC").

14.1 Organizational Measures

ShopSmart shall implement appropriate organizational measures, which may include:

- information security governance policies;
 - privacy governance and compliance programmes;
 - employee confidentiality obligations;
 - role-based access controls;
 - personnel training and awareness programmes;
 - vendor management procedures;
 - incident reporting mechanisms;
 - internal compliance reviews; and
 - other organizational safeguards reasonably necessary to protect Personal Information.
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14.2 Administrative Measures

Administrative safeguards may include:

- user authentication procedures;
 - account administration controls;
 - authorization and approval protocols;
 - audit logging;
 - document management procedures;
 - internal compliance monitoring;
 - records management controls; and
 - other administrative safeguards appropriate to the risks associated with Processing.
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14.3 Technical Measures

Technical safeguards may include:

- encryption technologies;
 - secure communication protocols;
 - firewalls;
 - intrusion detection and prevention systems;
 - malware protection;
 - vulnerability assessments;
 - security monitoring;
 - backup and recovery systems;
 - disaster recovery measures; and
 - other cybersecurity controls reasonably appropriate to protect Personal Information.
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14.4 Physical Measures

Where Personal Information is stored, accessed, or Processed through physical facilities, ShopSmart shall implement reasonable physical safeguards, which may include:

- controlled facility access;
 - visitor management procedures;
 - secured workstations;
 - secure storage of physical records;
 - environmental protection measures; and
 - secure destruction of records that are no longer required.
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14.5 Continuous Improvement

Recognizing that cybersecurity threats, technologies, and regulatory expectations continue to evolve, ShopSmart may periodically review, improve, replace, or supplement its security measures to maintain an appropriate level of protection consistent with applicable law, NPC guidance, technological developments, industry standards, and operational requirements.

No method of electronic transmission, storage, or security control can guarantee absolute security. ShopSmart shall nevertheless maintain reasonable and appropriate safeguards proportionate to the risks associated with its Processing activities.

ARTICLE 15

DATA RETENTION AND DISPOSAL

ShopSmart retains Personal Information only for as long as reasonably necessary to fulfil the purposes for which such information was collected, to comply with legal and regulatory obligations, to establish, exercise, or defend legal claims, or to support other legitimate purposes permitted under applicable law.

Retention periods shall be determined after considering:

- applicable legal and regulatory requirements;
- contractual obligations;
- operational necessity;
- regulatory compliance;
- records management requirements;
- dispute resolution requirements; and
- legitimate business purposes recognized under applicable law.

Upon expiration of the applicable retention period, Personal Information shall be securely:

- destroyed;
- anonymized;
- de-identified; or
- otherwise disposed of

using methods reasonably designed to prevent unauthorized access, reconstruction, recovery, or disclosure.

Where Personal Information is subject to pending litigation, regulatory investigation, lawful preservation requirements, audit, or other legal proceedings, ShopSmart may retain such information until the relevant matter has been fully resolved or applicable retention requirements have expired.

ShopSmart may adopt and maintain internal records retention and secure disposal procedures to support the implementation of this Privacy Policy and ensure compliance with applicable legal and regulatory requirements.

ARTICLE 16

DATA SUBJECT RIGHTS

Subject to applicable law, every Data Subject is entitled to exercise the rights recognized under the Data Privacy Act of 2012 and other applicable laws.

16.1 Right to Be Informed

To be informed whether Personal Information relating to the Data Subject is being Processed and to receive information regarding such Processing.

16.2 Right of Access

To obtain reasonable access to Personal Information Processed by ShopSmart together with information relating to such Processing, subject to lawful limitations.

16.3 Right to Object

To object to the Processing of Personal Information where such Processing is based upon legitimate interests or other lawful grounds permitting objection under applicable law. The right to object is subject to the grounds, conditions, and limitations provided under applicable law.

16.4 Right to Rectification

To request the correction, completion, updating, or rectification of inaccurate, incomplete, outdated, or misleading Personal Information.

16.5 Right to Erasure or Blocking

To request the blocking, removal, suspension, anonymization, or deletion of Personal Information where authorized under applicable law.

16.6 Right to Data Portability

To obtain Personal Information in a structured, commonly used, and machine-readable format where technically feasible and recognized under applicable law.

16.7 Right to Withdraw Consent

Where Processing is based upon Consent, to withdraw such Consent at any time without affecting the lawfulness of Processing undertaken before the withdrawal became effective.

16.8 Right to Damages

To seek compensation for damages arising from inaccurate, incomplete, outdated, false, unlawfully obtained, or unauthorized Processing of Personal Information where permitted under applicable law.

16.9 Right to Lodge a Complaint

To lodge a complaint with the National Privacy Commission or any other competent authority where the Data Subject believes that Personal Information has been Processed in violation of applicable law and subject to the requirements and remedies available under applicable law.

16.10 Rights Relating to Automated Decision-Making

Where applicable law recognizes such rights, a Data Subject may:

- request information regarding automated Processing;
 - request an explanation of significant automated decisions affecting the Data Subject;
 - contest such decisions; and
 - request appropriate human review or intervention.
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ARTICLE 17

EXERCISE OF DATA SUBJECT RIGHTS

A Data Subject may exercise any applicable privacy right by submitting a request through the contact information provided in this Privacy Policy.

ShopSmart may require reasonable verification of the identity and authority of the requesting individual before acting upon any request to ensure that Personal Information is disclosed only to the appropriate Data Subject or an authorized representative.

Requests shall be evaluated in accordance with applicable law. ShopSmart may deny, defer, or limit a request where permitted by law, including where:

- disclosure would adversely affect the rights or freedoms of another person;
- disclosure is prohibited by law;
- the request is manifestly unfounded, excessive, or repetitive;
- the identity or authority of the requesting individual cannot reasonably be verified; or

- another lawful exception applies.

Where a request cannot be granted, ShopSmart shall, where appropriate and to the extent permitted by law, inform the requesting party of the reason for such decision.

ARTICLE 18

PERSONAL DATA BREACH MANAGEMENT AND NOTIFICATION

ShopSmart maintains procedures designed to identify, assess, contain, investigate, manage, document, and respond to Personal Data Breaches in accordance with applicable Philippine law and the issuances of the National Privacy Commission.

Where a Personal Data Breach is identified, ShopSmart may, as appropriate:

- investigate the incident;
- contain and mitigate the breach;
- preserve relevant evidence;
- identify affected systems and Personal Information;
- assess potential risks to affected Data Subjects;
- implement corrective and preventive measures;
- cooperate with competent authorities; and
- provide notifications where required by applicable law.

ShopSmart shall maintain reasonable procedures for detecting, documenting, assessing, containing, investigating, mitigating, and reporting security incidents and Personal Data Breaches.

Where notification is required under the Data Privacy Act of 2012, its Implementing Rules and Regulations, or applicable National Privacy Commission issuances, ShopSmart shall notify the National Privacy Commission and affected Data Subjects within the period prescribed by applicable law and regulatory requirements.

Nothing contained in this Article shall prevent ShopSmart from taking immediate measures reasonably necessary to safeguard Personal Information, preserve the integrity and security of the Platform, mitigate potential harm, or comply with applicable legal obligations.

PART V - COOKIES, GOVERNANCE, AND FINAL PROVISIONS

ARTICLE 19

COOKIES AND SIMILAR TECHNOLOGIES

ShopSmart uses cookies and similar technologies to support the operation, security, functionality, performance, and continuous improvement of the Platform.

Cookies are small text files or similar technologies stored on a User's device that enable the Platform to recognize devices, remember preferences, improve functionality, analyze usage, and enhance the User experience.

19.1 Categories of Cookies

Depending upon the functionality of the Platform, ShopSmart may utilize:

- **Strictly Necessary Cookies**, which are required for authentication, security, fraud prevention, network management, and essential Platform functionality;
- **Functional Cookies**, which remember User preferences and improve usability;
- **Analytics Cookies**, which assist in understanding Platform performance and User interactions; and
- **Marketing Cookies**, which may support the delivery of relevant promotional content where permitted by applicable law.

19.2 Consent

Where required under applicable law, ShopSmart shall obtain the Data Subject's prior Consent before placing or using cookies or similar technologies that are not strictly necessary for the operation, security, or essential functionality of the Platform.

Consent may be withdrawn at any time through the available cookie preference tools or browser settings, subject to the limitations of the relevant technology.

19.3 Browser Controls

Most web browsers permit Users to manage or disable cookies. Restricting certain cookies may affect the availability or functionality of some Platform features.

19.4 Third-Party Technologies

The Platform may utilize third-party technologies, including analytics, communications, cybersecurity, and infrastructure services, which may independently place or access cookies or similar technologies. Such third parties remain responsible for complying with their own applicable privacy obligations.

Further information regarding cookies and similar technologies may be provided in the ShopSmart Cookie Policy.

ARTICLE 20

DATA PROTECTION GOVERNANCE

ShopSmart is committed to maintaining an effective privacy governance framework that supports compliance with applicable Philippine law and promotes responsible Processing of Personal Information throughout the organization.

20.1 Privacy Governance

ShopSmart shall implement and maintain policies, procedures, and controls reasonably designed to ensure compliance with applicable privacy and data protection requirements.

20.2 Data Protection Officer

ShopSmart has designated a Data Protection Officer ("DPO") responsible for overseeing privacy compliance, monitoring the implementation of this Privacy Policy, coordinating privacy-related matters, and serving as the primary contact for privacy concerns and regulatory inquiries. The DPO shall perform the functions required under applicable law and NPC issuances and shall have appropriate independence and access to organizational resources necessary to perform the DPO's functions.

20.3 Privacy by Design

ShopSmart endeavors to incorporate privacy and data protection considerations into the planning, development, implementation, operation, and continuous improvement of its systems, products, services, and business processes, consistent with the principles of Privacy by Design and applicable National Privacy Commission guidance.

20.4 Privacy Impact Assessments

Where appropriate and proportionate to the nature of the Processing activities, ShopSmart may conduct Privacy Impact Assessments or similar privacy risk assessments before implementing new systems, technologies, or Processing activities that may materially affect the privacy rights of Data Subjects.

20.5 Third-Party Oversight

Where Personal Information is Processed by service providers or other third parties on behalf of ShopSmart, appropriate contractual, organizational, and technical safeguards shall be implemented to ensure compliance with applicable data protection requirements.

20.6 Policy Review

This Privacy Policy shall be reviewed periodically and may be updated to reflect changes in applicable law, regulatory guidance, business operations, technology, or Platform functionality.

ARTICLE 21

CONTACT INFORMATION

Questions, requests, complaints, or concerns relating to this Privacy Policy or the Processing of Personal Information may be directed to ShopSmart through its designated Data Protection Officer.

Data Protection Officer

ShopSmart Consumer Goods Trading

Operating under the trade name **ShopSmart Philippines**

Email: coleween@shopsmart.net.ph

Telephone: +63 969 121 8067

Business Address:

Unit 8, TAA Center Building

F. Cabahug Street, Kasambagan

Cebu City 6000

Philippines

Data Subjects may use the foregoing contact details to:

- exercise their rights under the Data Privacy Act;
 - request access, correction, deletion, or portability of Personal Information;
 - withdraw Consent where applicable;
 - submit privacy-related inquiries or complaints;
 - report suspected Personal Data Breaches; or
 - communicate any other privacy-related concern.
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ARTICLE 22

AMENDMENTS TO THIS PRIVACY POLICY

ShopSmart reserves the right to amend, revise, supplement, or update this Privacy Policy to reflect changes in applicable law, regulatory requirements, business operations, Platform functionality, security practices, or other legitimate operational requirements.

Where a Material Amendment is made, ShopSmart shall provide reasonable notice through the Platform, electronic mail, or other appropriate communication channels before such amendment becomes effective.

Continued access to or use of the Platform after the effective date of a Material Amendment shall constitute acceptance of the revised Privacy Policy, except where applicable law requires renewed Consent or another form of express authorization.

A User who does not agree to a Material Amendment may discontinue use of the Platform and request closure of the relevant account before the amendment becomes effective, subject to the completion of pending transactions and the settlement of outstanding obligations.

ARTICLE 23**SEVERABILITY**

If any provision of this Privacy Policy is determined by a court or competent authority to be invalid, unlawful, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by applicable law.

Where reasonably possible, any invalid provision shall be interpreted or modified to preserve its original intent while remaining consistent with applicable law.

ARTICLE 24**WAIVER**

No failure or delay by ShopSmart in exercising any right or remedy under this Privacy Policy shall constitute a waiver of such right or remedy.

Any waiver shall be valid only if made in writing by an authorized representative of ShopSmart.

A waiver of any provision or breach shall not constitute a waiver of any subsequent or continuing breach.

Nothing contained in this Article shall operate to waive any right or obligation that cannot lawfully be waived under applicable Philippine law.

ARTICLE 25**GOVERNING LAW**

This Privacy Policy shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

Nothing contained in this Privacy Policy shall be interpreted as limiting or excluding any mandatory rights or protections available to Data Subjects under the Data Privacy Act of 2012, the Internet Transactions Act, the Electronic Commerce Act, or other applicable Philippine laws.

ARTICLE 26**EFFECTIVITY**

This Privacy Policy shall take effect on the Effective Date indicated in the Document Control section and shall remain in force until amended, superseded, or withdrawn by ShopSmart in accordance with this Privacy Policy and applicable law.