

# Cutout Pty Ltd – Data Processing Addendum

Last updated: [14/05/26]

This Data Processing Addendum (“DPA”) applies where Cutout Pty Ltd (“Cutout”, “we”, “us”, or “our”) processes personal information or personal data on behalf of a school, university, club, academy, gym, team, coach, company, or other organisation (“Institution”) that uses Cutout’s apps, websites, software, subscriptions, or related services, including **Cutout**, **Cutout Coach**, **Cutout Player**, and any associated web platform or services (together, the “Services”).

This DPA forms part of the agreement between Cutout and the Institution.

Where there is any inconsistency between this DPA and the main services agreement, the main services agreement will apply unless this DPA is required to prevail under applicable privacy or data protection law.

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## 1. Roles of the Parties

For the purposes of applicable privacy and data protection laws, including the Australian Privacy Principles, the GDPR, UK GDPR, and other applicable laws:

- the **Institution** acts as the data controller, business, or equivalent responsible party for personal information it uploads, creates, manages, or controls within the Services relating to its students, athletes, staff, coaches, members, or other users; and
- **Cutout** acts as the data processor, service provider, or equivalent processing party that processes personal information on behalf of the Institution to provide the Services.

The Institution is responsible for determining the lawful basis for collecting, using, uploading, disclosing, and managing personal information through the Services.

Cutout will process Institution-controlled personal information only:

- to provide, maintain, secure, and improve the Services;
- in accordance with the Institution’s documented instructions;
- as required by the agreement between Cutout and the Institution;
- as described in this DPA, the Privacy Policy, and applicable product documentation;
- as required by law.

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## 2. Scope of Processing

Cutout may process the following categories of personal information on behalf of the Institution.

### 2.1 Categories of Data

- name;
- email address;
- gender;

- date of birth or age;
- height;
- weight;
- shoulder width;
- role, such as student, athlete, player, coach, teacher, staff member, administrator, or organisation user;
- school, club, gym, team, group, class, or organisation affiliation;
- group, team, class, or training membership;
- training programs;
- session participation records;
- workout history;
- workout videos;
- performance metrics;
- biomechanical data;
- biometric information;
- skeletal tracking outputs;
- joint-position estimates;
- movement patterns;
- range of motion;
- velocity;
- velocity loss;
- tempo;
- power output;
- rep count;
- rep-by-rep consistency;
- depth and depth consistency;
- predicted effort or exertion metrics;
- coach notes;
- player notes;
- usage data required for platform functionality, diagnostics, security, and support;
- subscription or billing status where applicable.

## **2.2 Categories of Data Subjects**

- students;
- athletes;
- players;
- coaches;
- teachers;
- staff;
- administrators;
- members;
- clients;
- institutional users;
- other individuals whose data is uploaded, created, or managed by the Institution.

## **2.3 Purpose of Processing**

Cutout processes personal information to:

- provide the Cutout performance analytics platform;
- analyse workout videos and generate performance insights;

- deliver metrics relating to movement, velocity, power, tempo, range of motion, consistency, and performance;
- enable coaching, teaching, team, and organisation workflows;
- create and manage athlete, player, coach, and administrator accounts;
- assign and manage training programs;
- support group, team, class, and session management;
- provide dashboards, reporting, and progression tracking;
- maintain platform functionality, reliability, and security;
- provide technical support;
- process billing or subscription status where applicable;
- comply with legal obligations.

Processing will occur only as instructed by the Institution through normal use of the Services, written agreement, product configuration, support request, or other documented instruction.

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### **3. Institution Responsibilities**

The Institution is responsible for:

- ensuring it has a lawful basis to collect, upload, use, disclose, and manage personal information through the Services;
- obtaining any required consent from students, athletes, users, parents, guardians, staff, coaches, or members;
- ensuring use of the Services complies with applicable privacy, child safety, education, sporting, workplace, and data protection laws;
- managing access rights for coaches, teachers, staff, administrators, and other authorised users;
- ensuring users are given appropriate privacy notices;
- ensuring personal information entered into the Services is accurate, relevant, and not excessive;
- ensuring unnecessary sensitive information is not entered into coach notes, player notes, or user records;
- responding to data subject requests where the Institution is the controller or responsible party;
- determining whether any external privacy, data breach, or regulatory notification is required.

Where the Services are used by minors, the Institution is responsible for ensuring that use is properly authorised and appropriate.

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### **4. Cutout Processor Obligations**

Cutout will:

- process personal information only on documented instructions from the Institution;
- ensure personnel authorised to access personal information are subject to confidentiality obligations;
- implement appropriate technical and organisational security measures;
- restrict access to Institution data to authorised personnel only;
- not sell Institution-controlled personal information;
- not use Institution-controlled personal information for advertising or targeted marketing;

- not share Institution-controlled personal information with third parties except approved sub-processors or where required by law;
  - assist the Institution with data subject requests where required and reasonably possible;
  - notify the Institution of personal data breaches as described in this DPA;
  - comply with applicable privacy and data protection laws to the extent they apply to Cutout as a processor or service provider.
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## 5. Machine Learning, Algorithm Improvement, and De-identified Data

Cutout may use **de-identified or pseudonymised performance data**, including biomechanical outputs, skeletal tracking data, movement analytics, and performance metrics, to:

- improve the Services;
- develop and validate algorithms;
- train and improve machine learning models;
- improve computer vision accuracy;
- conduct internal analytics and research;
- benchmark model performance;
- improve the reliability and accuracy of movement tracking.

Some internal datasets may be linked to a randomly generated user identifier, such as a UUID. This identifier does not directly identify a user, but may allow Cutout to associate data with an account where necessary for service functionality, security, or performance tracking.

Cutout will not use raw videos, identifiable workout footage, names, faces, or directly identifiable Institution data for marketing, advertising, or promotional purposes without separate express consent.

Raw videos are not sold, licensed, or shared as datasets.

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## 6. Video Processing

To provide performance analytics, Cutout may process workout videos uploaded or recorded through the Services.

Videos generally need to show the user's full body in frame to enable correct tracking. As a result, videos may include the user's face, body, clothing, surroundings, equipment, and other visual information.

Cutout does **not** use facial recognition, facial identification, or face-matching technology.

Raw workout videos are usually deleted shortly after processing and, in any event, no later than **2 hours after processing**.

Processed performance outputs, including metrics, skeletal tracking outputs, biomechanical outputs, and analytics, may be retained for long-term progression tracking unless the user, coach, club, school, gym, team, Institution, or organisation requests deletion.

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## 7. Security Measures

Cutout implements appropriate technical and organisational safeguards to protect Institution data, including:

- encrypted transmission;
- secure storage using Amazon S3;
- AWS Cognito authentication;
- access controls;
- role-based permissions;
- restricted internal access;
- secure operational processes;
- monitoring and logging;
- reasonable administrative, technical, and organisational controls.

Cutout stores data using Amazon Web Services infrastructure hosted in the **Asia Pacific (Sydney) region, ap-southeast-2**.

No system can be guaranteed to be completely secure, but Cutout takes reasonable steps to protect information from misuse, interference, loss, unauthorised access, modification, or disclosure.

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## 8. Sub-processors

Cutout may use trusted sub-processors to provide the Services.

Current sub-processors may include:

- **Amazon Web Services**, including AWS Cognito and Amazon S3, for hosting, authentication, storage, and infrastructure;
- **RevenueCat**, for subscription and billing management where applicable;
- **Apple In-App Purchases**, for purchases and subscription processing through Apple where applicable;
- payment and billing systems used through Cutout's website.

Cutout will ensure that sub-processors are subject to appropriate privacy, security, and confidentiality obligations.

Cutout remains responsible for the performance of its sub-processors to the extent required by applicable law and the agreement between Cutout and the Institution.

Cutout may update its sub-processors from time to time where required for operational, technical, billing, or service delivery reasons.

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## 9. Data Subject Rights

To the extent required by law and reasonably possible, Cutout will assist the Institution in responding to requests to:

- access personal information;
- correct personal information;
- delete personal information;
- restrict processing;
- object to processing;
- export data;
- withdraw consent where applicable.

Where Cutout receives a request directly from a user whose account or data is managed by an Institution, Cutout may refer the request to the Institution where appropriate.

The Institution remains responsible for determining how to respond to the request where it is the controller or responsible party.

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## 10. Data Breach Notification

If Cutout becomes aware of a personal data breach affecting Institution-controlled personal information, Cutout will:

- notify the Institution without undue delay;
- provide relevant details about the incident where available;
- take reasonable steps to investigate, mitigate, and remediate the incident;
- provide reasonable assistance to the Institution where required for legal or regulatory compliance.

The Institution is responsible for determining whether any external notification to users, regulators, parents, guardians, schools, sporting bodies, or other parties is required by law.

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## 11. Data Retention and Deletion

Cutout will retain Institution-controlled personal information only for as long as necessary to provide the Services, support long-term performance tracking, comply with legal obligations, or as otherwise agreed with the Institution.

Upon termination of the Services or written request from the Institution:

- Institution-controlled personal information will be securely deleted from active systems within a reasonable period;
- where feasible, deletion will occur within **30 days**;
- backup deletion will follow standard backup retention and deletion cycles;
- data may be retained where required by law, dispute resolution, accounting obligations, security requirements, or legitimate operational needs.

Raw workout videos are usually deleted shortly after processing and, in any event, no later than **2 hours after processing**.

Where a user requests deletion directly, and the relevant account or data is administered by an Institution, Cutout may direct the request to the Institution.

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## 12. International Transfers

Cutout's primary AWS infrastructure is hosted in the **Asia Pacific (Sydney) region, ap-southeast-2**.

Some service providers, billing systems, support systems, or operational processes may involve data being accessed or processed outside the Institution's jurisdiction.

Where required, Cutout will take reasonable steps to ensure that international transfers comply with applicable privacy and data protection laws, including through:

- contractual protections;
  - secure transfer mechanisms;
  - appropriate sub-processor obligations;
  - compliance with applicable privacy and data protection laws.
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## 13. Audit and Compliance

Where reasonably required for Institution compliance purposes, Cutout may provide:

- information about security practices;
- documentation of safeguards;
- confirmation of compliance measures;
- information about sub-processors;
- reasonable assistance with privacy or data protection assessments.

Formal audits may be conducted only where legally required or expressly agreed in writing, and are subject to reasonable notice, confidentiality obligations, security restrictions, and operational limitations.

Audits must not compromise the security, confidentiality, availability, or integrity of Cutout's systems or other users' data.

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## 14. Confidentiality

Each party must keep confidential any non-public information received from the other party in connection with the Services, including technical information, business information, security documentation, user data, and Institution data.

This obligation does not apply where disclosure is required by law, regulator, court order, or where the information is already public through no fault of the receiving party.

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## 15. Return or Deletion of Data

Upon termination of the relevant agreement, the Institution may request export or deletion of Institution-controlled data, subject to technical feasibility, applicable law, and any outstanding legal or billing obligations.

Cutout may delete Institution-controlled data after termination in accordance with its standard retention and deletion processes.

The Institution is responsible for exporting any required data before access ends, unless otherwise agreed in writing.

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## 16. Liability

Each party remains responsible for its own compliance with applicable privacy and data protection laws.

Cutout's liability under this DPA is limited to the extent permitted by the main services agreement and applicable law.

Nothing in this DPA excludes or limits liability that cannot lawfully be excluded or limited.

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## 17. Changes to this DPA

Cutout may update this DPA from time to time to reflect changes in law, the Services, security practices, sub-processors, or operational requirements.

Where required, Cutout will provide notice of material changes through email, in-app notice, website notice, or another appropriate method.

Continued use of the Services after the updated DPA becomes effective means the Institution accepts the revised DPA, unless a separate written agreement states otherwise.

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## 18. Contact

For privacy and data protection enquiries:

**Cutout Pty Ltd**

**Email:** [info@cutout.fit](mailto:info@cutout.fit)

**Location:** Bondi Beach, NSW, Australia