

General Data Protection Regulation (GDPR)

1. The following definitions apply in this paragraph

Data Protection Legislation: up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the United Kingdom, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the United Kingdom and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

GDPR: the General Data Protection Regulation (Regulation (EU) 2016/679).

2. Both you and we shall comply with all applicable requirements of the Data Protection Legislation. This paragraph 2 is in addition to, and does not relieve, remove or replace, either your or our obligations under the Data Protection Legislation.

3. Both you and we acknowledge that for the purposes of the Data Protection Legislation, you are the data controller and we are the data processor (*where controller and processor are as defined in the Data Protection Legislation*).

4. Set out below is a summary of the specific processing activities to be undertaken by us in connection with a Contract in relation to personal data (*where processing and personal data are as defined in the Data Protection Legislation*):

(a) Subject matter of the processing: the performance by us of the Services pursuant to a Contract.

(b) Duration of the processing: the duration of a Contract and/or as required by the Data Protection Legislation and/or other Applicable Law (*as defined below*).

(c) Nature of the processing: such activities as shall be comprised within the Services which you subscribe for, as more fully described herein.

(d) Purpose of the processing: the performance by us of the Services pursuant to a Contract.

(e) Type(s) of personal data processed: as determined and controlled by you in your sole discretion, and which may include, but is not limited to the following categories of personal data: name, email address and home/office/mobile telephone number(s).

(f) Categories of data subjects (*as defined in the Data Protection Legislation*) whose personal data will be processed: as determined and controlled by you in your sole discretion, and which may include, but is not limited to the following categories of data subjects:

(i) your prospects, customers, clients, business partners and vendors (*who are natural persons*);

(ii) officers, employees, agents, advisors and sub-contractors of your prospects, customers, clients, business partners and vendors; and

(iii) your officers, employees, agents, advisors and sub-contractors.

5. Without prejudice to the generality of paragraph 2, you shall ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of any relevant personal data to us for the duration and purposes of a Contract.

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6. Without prejudice to the generality of paragraph 2, we shall, in relation to any personal data processed in connection with the performance by us of our obligations under a Contract:
- (a) process that personal data only on your written instructions unless we are required by the laws of any member of the European Union or by the laws of the European Union applicable to us to process personal data (*Applicable Laws*). Where we are relying on laws of a member of the European Union or European Union law as the basis for processing personal data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you;
 - (b) ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (*those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by us*);
 - (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
 - (d) not transfer any personal data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled:
 - (i) you and/or we (*as appropriate*) have provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) we comply with reasonable instructions notified to us in advance by you with respect to the processing of the personal data;
 - (e) assist you, at your expense, in responding to any request from a data subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (f) notify you without undue delay on becoming aware of a personal data breach;
 - (g) at your written direction, delete or return personal data and copies thereof to you on termination of the Contract unless required by the Data Protection Legislation and/or other Applicable Law to store the personal data; and
 - (h) maintain complete and accurate records and information to demonstrate our compliance with this paragraph 6.