

# Schedule 7 - Data Processing Schedule

Version: Standard Website Terms

## 1. Application and Roles

1.1 This Schedule applies where the Company processes personal data on behalf of the Customer in the course of providing Services.

1.2 For the purposes of this Schedule, the Customer is the controller and the Company is the processor, except to the extent the Company determines the purposes and means of the processing, in which case the Company shall act as controller for that processing.

## 2. Processing on Documented Instructions

2.1 The Company shall process personal data only on the Customer's documented instructions, unless required to do so by law, in which case the Company shall inform the Customer of that legal requirement before processing unless prohibited by law.

2.2 The Customer instructs the Company to process personal data as reasonably necessary to provide, secure, support, administer and improve the Services in accordance with the Agreement.

## 3. Confidentiality and Security

3.1 The Company shall ensure that persons authorised to process personal data are subject to obligations of confidentiality.

3.2 Taking into account the state of the art, implementation costs, the nature, scope, context and purposes of processing and the risks to individuals, the Company shall implement appropriate technical and organisational measures to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data.

## 4. Subprocessors

4.1 The Customer authorises the Company to appoint subprocessors and Third Party Providers to process personal data where reasonably required for the performance of the Services.

4.2 The Company shall impose materially equivalent data protection obligations on subprocessors to the extent required by applicable Data Protection Laws. The Company may maintain details of key categories of subprocessors in its privacy notice, security documentation, onboarding material or on request, and may update such details from time to time as vendors and service dependencies change.

4.3 The Company may object to any requested restriction on a subprocessor where such restriction would materially impair the Company's ability to perform the Services; in that event the Company may terminate the affected Service on notice without liability beyond refunding any prepaid Charges for Services not yet provided, excluding non-refundable third-party costs.

## 5. Assistance and Data Subject Rights

5.1 Taking into account the nature of the processing, the Company shall provide reasonable assistance to the Customer in responding to requests from data subjects to exercise their rights under Data Protection Laws.

5.2 The Company may charge for such assistance at its then-current rates to the extent the request is excessive, repetitive, technically burdensome, or caused by the Customer's acts or omissions.

## 6. Personal Data Breach

6.1 The Company shall notify the Customer without undue delay after becoming aware of a personal data breach affecting personal data processed by the Company on behalf of the Customer.

6.2 The Company shall provide such information as is reasonably available to it to assist the Customer in meeting its reporting or notification obligations.

## 7. International Transfers

7.1 The Customer authorises the Company and its subprocessors to transfer personal data outside the United Kingdom where reasonably required for the provision of the Services, provided that appropriate safeguards required by applicable Data Protection Laws are in place.

## 8. Deletion and Return

8.1 Following termination or expiry of the relevant Services, the Company shall, at the Customer's written election made within fourteen days of termination, either return or delete the relevant personal data, save to the extent the Company is required by law to retain it or retains it in routine backup systems for a limited period in accordance with its backup and retention practices.

8.2 If the Customer does not make a written election within that period, the Company may delete the relevant personal data in the ordinary course of its operations.

8.3 Any return, extraction or migration of personal data shall be chargeable unless expressly included in the Order Form.

## 9. Audit

9.1 The Company shall make available to the Customer such information as is reasonably necessary to demonstrate compliance with this Schedule.

9.2 Any audit requested by the Customer shall: (a) be on at least thirty days' written notice; (b) take place not more than once in any twelve-month period unless required by law or following a material personal data breach; (c) be carried out during business hours and in a manner that minimises disruption; and (d) be at the Customer's cost.

9.3 The Company may satisfy audit obligations by providing independent certifications, summaries, policies, reports or responses to security questionnaires where appropriate.

## **Appendix A - Processing Particulars**

The parties intend that the following particulars shall be completed or confirmed in the relevant Order Form, Service Description or onboarding documentation.

- Subject matter of the processing: administration, support, hosting, monitoring, security, backup, telecoms, connectivity, cloud, project delivery and related service provision.
- Duration of the processing: for the term of the relevant Services and any applicable transition, support, backup retention or statutory retention period.
- Nature and purpose of the processing: provision, support, maintenance, monitoring, security, backup, restoration, migration, analytics, reporting, administration and lawful business operations connected with the Services.
- Types of personal data: business contact details, user account data, technical logs, device information, usage data, call data, email metadata, support records and any other personal data submitted to or processed through the Services.
- Categories of data subjects: the Customer's staff, contractors, end users, customers, prospects, suppliers and other individuals whose personal data is processed through the Services.