Third Party Information Processing Agreement

Between

SITEBOX LIMITED ®

And

Date Effective: 25th May 2018

This document is subject to an annual review by the Data Controller of Sitebox Ltd.

Parties

1. The **Data Controller**:

    Sitebox Ltd, Unit 19 Ormside Way, Holmethorpe Industrial Estate, Redhill, Surrey, RH1 2LW, Registration No. 6059878.

    Data Protection Officer: David Courtney, dcourtney@sitebox.ltd.uk, 01737 783101

2. The **Data Processor**:

Company Name:	
Company Address:	
Company Reg No.:	
Data Protection Officer:	

Background

The **Data Controller** agrees to share the personal data with the **Data Processor** in the European Economic Area (EEA) on terms set out in this agreement.

The **Data Processor** agrees to use the personal data within the EEA on the terms set out in this agreement and in accordance with the contract.

Interpretations and Definitions

The following definitions and rules of interpretation apply in this agreement. These definitions will be outlined in bold throughout the document.

- "**Agreement**" – Means this agreement including any amendments to this agreement from time to time.
- "**Personal Data**" – Means data which relates to a living individual who can be identified from said data or from said data and other information which is in the possession of, or is likely to come into the possession of, the data controller and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual.

- "**Data Security Breach**" – Means a breach of security leading to the accidental or unlawful destruction, loss, alteration unauthorised disclosure of, or access to personal data. This relates to both accidental and deliberate causes.
- "**Data Protection Authority**" – Information Commissioner's Office (ICO).
- "**GDPR**" – Means General Data Protection Regulation (Regulation (EU) 2016/679)
- "**Privacy and Data Legislation**" – Means all applicable laws relating to the processing of personal data including the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) (as amended), the Human Rights Act 1998, the European Convention on Human Rights, as from 25 May 2018 the General Data Protection Regulation (EU 2016/679) and all applicable laws and regulations relating to the processing of the personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, and the equivalent of any of the foregoing in any relevant jurisdiction. References to legislation include any amendments made to those laws from time to time.
- "**Effective Date**" – When this agreement will begin which for this document will be 25th May 2018
- "**Term of Agreement**" – The length of the agreement which for this document will be 12 Months from Effective Date.
- "**Data Controller**" – As outlined above in the parties section.
- "**Data Processor**" – As outlined above in the parties section.

Agreement Definitions

1. Purpose & Scope

The **Agreement** sets out the framework for the sharing of **Personal Data** between the **Data Controller** and the **Data Processor**. It outlines the purposes by which the **Personal Data** may be processed by both parties and the responsibilities of each.

Please see the schedule on page 7 of this document regarding the duties of the processing of the **Personal Data**.

2. Personal Data

The **Personal Data** processed under the **Agreement** will comprise of no more than the following fields. Full name, address, postcode, phone number, email address, additional information. The field "additional information" will include any information that has been

offered by the customer for help in delivering the product or any information they require to go alongside their order.

3. Fair and Lawful Processing

Each party shall ensure that it processes the **Personal Data** fairly and lawfully in accordance with the **Privacy and Data Legislation** during the term of the **Agreement**. Further, the **Data Controller** shall ensure that the processing satisfies an appropriate condition under the schedule detailed on page 7 of this document.

4. Data Accuracy

The **Data Processor** agrees to ensure that the **Personal Data** processed on the order is accurate to their knowledge and agrees to review the accuracy if required.

5. Data Subjects Rights

Data subjects have the rights in relation to their **Personal Data** under the **Privacy and Data Legislation**. Those rights include:

i. The right to be informed.
ii. The right access.
iii. The right to rectification.
iv. The right to erasure.
v. The right to restrict processing.
vi. The right to data portability.
vii. The right to object.
viii. The right in relation to automated decision make and profiling.

To facilitate the above rights, the **Data Processor** agrees to store or record the **Personal Data** processed under the **Agreement** in a structured, commonly used and machine readable form that is compliant with current **Privacy and Data Legislation**. The **Data Processor** agrees to notify the **Data Controller** immediately upon receipt of any complaint from an individual / subject regarding the processing of **Personal Data** under the **Agreement** (see section 8 titled **Data Security Breaches** and Reporting Procedures). The **Data Processor** must assist the **Data Controller** in meeting its legal and **GDPR** obligations in relation to the security of processing, the notification of **Data Security Breaches** and data protection impact assessments. The **Data Processor** must assist the **Data Controller** in providing subject access and allowing data subjects to exercise their rights under the **GDPR**.

6. Security & Training

The **Data Processor** must take appropriate measures to ensure the security of processing to prevent;

i. Unauthorised or unlawful processing of the **Personal Data**.
ii. Accidental loss or destruction of, or damage to, the **Personal Data**.

It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the **Personal Data** together with any other **applicable Privacy and Data Legislation** and guidance. It is recommended for the **Data Processor** to implement data protection by design where applicable.

7. Third Party Access

The **Data Processor** with NOT disclose or share the **Personal Data** processed under the **Agreement** with any third party without the written authority of the **Data Controller** as detailed in the schedule on page 7 of this document. If the **Data Controller** authorises the disclosure of the **Personal Data** to a third party, the **Data Processor** agrees to enter into an information sharing **Agreement** with any relevant third party which reflects the terms of this **Agreement**.

8. Data Security Breaches and Reporting Procedures

The **Data Processor** must submit to audits and inspection's, provide the **Data Controller** with whatever information it needs to ensure that they are both meeting **GDPR** obligations and tell the **Data Controller** immediately if it is asked to do something infringing the **GDPR** or **Privacy and Data Legislation** of the EU or a member state.

The **Data Processor** agrees to notify the **Data Controller** within 24 hours of becoming aware of a **Data Security Breach** and agrees to undertake a data breach forensic analysis as provided by the **Data Controller**.

The **Data Processor** shall fully co-operate with the **Data Controller** or the **Data Protection Authority** to facilitate the handling of any **Data Security Breach** in an expeditious and compliant manner.

In the event of a dispute or claim brought by a data subject or **Data Protection Authority** concerning the processing of **Personal Data** against either or both parties, the parties will inform each other about any such disputes or claims and will co-operate with a view to settling them amicably in a timely fashion.

9. Data Retention and Deletion

The **Data Processor** shall not retain or process **Personal Data** for longer than is necessary to carry out the purposes as agreed in the schedule on page 7 of this document. For the avoidance of doubt, the **Data Controller** reserves the right to determine the periods for which the **Data Processor** may retain the **Personal Data** processed under this **Agreement**.

10. Amend, Review or Termination of Agreement

Both parties involved shall review the effectiveness of the processing of **Personal Data** under this **Agreement** every 12 months. The **Data Controller** may continue, amend or terminate the **Agreement** depending upon the outcome of this review. The **Data Processor** must delete or return all **Personal Data** to the **Data Controller** as requested at the end of the **Agreement** unless the **Agreement** is renewed. In case the applicable data protection and ancillary laws change in a way that the **Agreement** is no longer adequate for the purpose of governing lawful data sharing exercises, the **Data Controller** reserves the right to amend the **Agreement**. In such circumstances, the **Data Processor** agrees to implement any changes to its processing activities as are necessary to comply with the amended terms of the **Agreement**.

Services and Personal Data Schedule

Below should outline the services and purposes the **Personal Data** will undergo and the specific **Personal Data** that will be used by each of those services / purposes. The description should clearly identify the various stages at which the **Personal Data** will pass between the **Data Processor** and the **Data Controller**.

Service / Purpose	Personal Data	Data Communication
To process an order and ship the product(s) to the Data Controllers customer.	Customer Full Name Customer Address Customer Phone Number Customer Email Address Customer Additional Information	Email Phone
To share the order data with a third party courier in line with the third party access agreement.	Customer Full Name Customer Address Customer Phone Number Customer Email Address Customer Additional Information	To be decided by the Data Processor
To undertake any warranties, repairs or replacements.	Customer Full Name Customer Address Customer Phone Number Customer Email Address Customer Additional Information	Email Phone

Declaration

I agree to comply with the **Agreement** terms on behalf of Party 2 the **Data Processor**:

Company Name:	
Company Registration No.:	
Company Address:	
Print Name:	
Signed:	
Position:	
Date:	

I agree to comply with the **Agreement** terms on behalf of Party 1 the **Data Controller**:

Company Name:	Sitebox Ltd
Company Registration No.:	6059878
Company Address:	Unit 19 Ormside Way Holmethorpe Industrial Estate Redhill Surrey, RH1 2LW
Print Name:	David Courtney
Signed:	
Position:	Data Protection Officer
Date:	03/04/2018