

DATA PROCESSING TERMS

Background

- A ONLY IF YOU ARE USING THE APP IN CONNECTION WITH YOUR BUSINESS, TRADE, OR PROFESSION, FYIO Limited shall carry out processing activities as Data Processor on your behalf. You shall be the Data Controller.
- B The Data Protection Laws place certain obligations upon Data Controllers and Data Processors to enter into a contract covering the processing of Personal Data and ensure that it is carried out in a secure and compliant manner.

1 DEFINITIONS

“Data Controller”	Has the meaning given to ‘controller’ as appropriate, in the Data Protection Laws.
“Data Processor”	Has the meaning given to ‘processor’ as appropriate, in the Data Protection Laws.
“Data Protection Laws”	Means any and all laws, statutes, enactments, orders or regulations or other similar instruments of general application and any other rules, instruments or provisions in force from time to time relating to the processing of personal data and privacy applicable to the performance of these terms, including where applicable the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) as amended or superseded and the GDPR.
“EU”	Means the European Union.
“GDPR”	Means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC as updated, superseded or repealed from time to time.
“Member State”	Means a country which is a member state of the EU.
“Personal Data”	Has the meaning given in the Data Protection Laws.
“Personal Data Breach”	Has the meaning given in the Data Protection Laws.

2 COMPLIANCE WITH DATA PROTECTION LAWS

- 2.1 The Parties shall each comply with their respective obligations under the Data Protection Laws.

3 DATA PROCESSING OBLIGATIONS

- 3.1 In respect of any Personal Data to be processed by the Data Processor pursuant to these terms for which you are the Data Controller (“**Controller Personal Data**”), the Data Processor shall:
- 3.1.1 taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organisational measures in such a manner as is designed to ensure a level of security appropriate to the risk, the determination of such appropriate measures to be made solely by the Data Processor;
 - 3.1.2 ensure that any sub-processor that is engaged to process such Controller Personal Data by the Data Processor is subject to data protection obligations that are similar to those applicable to the Data Processor under these terms;
 - 3.1.3 process that Controller Personal Data only to perform its obligations under these terms and on the documented instructions of the Data Controller, and for no other purpose, unless required to do so by EU or Member State law to which the Data Processor is subject, in which case, the Data Processor shall inform the Controller of that legal requirement before processing, unless prohibited from doing so by law;
 - 3.1.4 on termination of these terms, at the Data Controller’s option either return or destroy the Controller Personal Data (including all copies of it) immediately, unless required to continue to store that Controller Personal Data under EU or Member State law;
 - 3.1.5 ensure that all persons authorised to access the Controller Personal Data are subject to obligations of confidentiality;
 - 3.1.6 make available to the Data Controller a statement of all information necessary to demonstrate compliance with the obligations laid out in Article 28 of GDPR and, subject to clause 00, allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller; provided that, in respect of this provision the Processor shall immediately inform the Data Controller if, in its opinion, an instruction infringes Data Protection Laws;
 - 3.1.7 taking into account the nature of the processing, provide assistance to the Data Controller, insofar as possible, in connection with the fulfilment of the Data Controller’s obligation to respond to requests for the exercise of data subjects’ rights pursuant to Chapter III of the GDPR to the extent applicable;
 - 3.1.8 provide the Data Controller with assistance in ensuring compliance with Articles 32 to 36 (inclusive) of the GDPR (concerning security of

processing, data breach notification, communication of a personal data breach to the data subject, data protection impact assessments, and prior consultation with supervisory authorities) to the extent applicable to the Data Controller, taking into account the nature of the processing and the information available to the Data Processor; and

- 3.1.9 notify the Data Controller without undue delay on becoming aware of a Personal Data Breach in respect of Controller Personal Data that it processes on behalf of the Data Controller.

4 DATA CONTROLLER OBLIGATIONS

- 4.1 In relation to exercising its right of audit, including inspections, set out in clause 0 above, the Data Controller shall:
 - 4.1.1 only be entitled to carry out such an audit once every three (3) years;
 - 4.1.2 provide at least 14 days' notice of any intended audit;
 - 4.1.3 carry out such an audit only during business hours as set by the Data Processor;
 - 4.1.4 only carry out such an audit to evaluate a specific suspected deficiency after exhausting all other reasonable means as determined by the Data Processor;
 - 4.1.5 only audit the business areas and activities of the Data Processor which relate directly to the processing of Controller Personal Data under these terms; and
 - 4.1.6 at the Data Processor's request, require that any auditor enters into a confidentiality agreement with the Data Processor.
- 4.2 In relation to the exercise of the Data Processor's obligations under clauses 0, 0 and 0 of these terms, the Data Processor shall be entitled to charge, and the Data Controller shall be bound to pay, a fee to cover the administrative costs incurred by the Data Processor in carrying out those obligations. Such fee is to be determined by the Data Processor and payment by the Data Controller is not to be unreasonably withheld.
- 4.3 The Data Controller shall indemnify the Data Processor in full and on demand against all claims, losses damages or fines received by or paid by the Data Processor in respect of any use of the Controller Personal Data by the Data Processor in accordance with the Data Controller's instructions howsoever arising and the Data Controller shall ensure that it has and shall maintain at all times appropriate insurance in respect of this obligation.

5 INTERNATIONAL DATA TRANSFERS

- 5.1 The Data Processor shall not transfer the Controller Personal Data outside the EEA or to an international organisation unless it has in place appropriate safeguards in respect of such transfer, as set out in Article 46 of GDPR.

6 DETAILS OF PROCESSING ACTIVITIES

6.1 The following table sets out the details of processing the Data Processor is authorised to carry out, as required by Article 28 of GDPR:

Purposes for which the Personal Data shall be processed	To enable the Data Controller to transfer business information from its organisation to its employees and/or customers and suppliers.
Description of the categories of the data subjects	The Data Controller's: <ul style="list-style-type: none">• Employees• Customers• Suppliers
Description of the categories of Personal Data	Name, email address, contact details and any other Personal Data as uploaded by the Data Controller.
Description of transfers of Personal Data to a country outside of the EEA	Currently no transfers outside of the EEA by the Data Processor but data can be transferred outside the EEA by the Data Controller.
The envisaged time limits for erasure of the different categories of Personal Data	For as long as the Data Controller is a customer of the Data Processor.

7 SUB-PROCESSORS

7.1 The Data Controller agrees that the Data Processor has general authorisation to appoint sub-processors under these terms.

7.2 The Data Processor shall notify the Data Controller of any intended changes concerning the addition or replacement of other processors, thereby giving the Data Controller the opportunity to object to such changes.