

Data Processing Agreement

Purpose

- 1.1 This Data Processing Agreement sets out the framework for the sharing of **Personal Data** between you as **Data Controller** & Pixal Ltd (via the ReviewStreet website) as **Data Processor**. It defines the principles and procedures that the parties shall adhere to and the responsibilities the Parties owe to each other.
- 1.2 The Parties agree to only process Shared Personal Data, as described in clause 5.2, for the purposes set out in clause 4 of this Agreement. To comply with any legal obligation to which either Party is subject.
- 1.3 The Parties agree that this Agreement formalises a lawful transfer of Personal Data between the Parties and presents no new or additional privacy concerns.
- 1.4 The Parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in clause 4 of this Agreement (the **Agreed Purpose**).

2. Subject-matter of processing

- 2.1 In order to facilitate

The ability of the customer to provide reviews on the products/services they have procured from the Data Controller via the website at <http://reviewstreet.co.uk>, operated by the Data Processor.

3. Duration of the processing:

- 3.1 Data within the live database is retained for the entire period that the Data Controller has a contractual relationship with the Data Processor. Following the end of any contractual relationship between the Data Controller and the Data Processor, any customer data shared will be deleted by the Data Processor after completion of activities and written confirmation provided on request to the Data Controller.

4. Nature and purpose of the processing:

- 4.1 In essence the ReviewStreet system allows for customers of the Data Controller to leave reviews on products/services procured from the Data Controller via a customer reviews system provided by the Data Processor.
- 4.2 When Data Processor receives data subject data from the Data Controller, the Data Processor assumes that either the Data Controller is relying on legitimate interest to transfer this data and/or the Data Controller has obtained explicit consent for this transfer to take place.
- 4.3 By ticking the **consent box** on the customer details submission form, the Data Controller **warrants** that they understand the requirement in clause 4.2 and that either legitimate interest or informed consent has been established as the lawful basis for processing the customer's personally identifiable information.
- 4.4 The Data Processor accepts no liability for ensuring that such legitimate interests or explicit consent are in place when this data is transferred, this liability remaining solely with the Data Controller.

5. Type of Personal Data:

- 5.1 No Special Category data is requested or stored within the Customer Review system.
- 5.2 Data stored within the Customer Review system does contain personally identifiable data. To process a customer review we collect the following:
 - Name and email address

6. Categories of Data Subjects:

- 6.1 The bulk of personal data processed will relate to customers in the UK who have purchased goods or services from the Data Controller.

7. Processing Instructions

- 7.1 The Data Processor collects data from Data Controllers, following a purchase of their goods and/or services. Data is stored suitably in a database within a secure environment.

- 7.2 The Data Processor has a secure deletion process which can be actioned upon Data Controller request or by the Data Controller at the end of any contractual relationship between Data Processor and Data Controller.
- 7.3 The Customer Review service provided to the Data Controller by the Data Processor operates via an https (SSL) encrypted internet connection.

8. Shared Personal Data

- 8.1 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.

9. Fair and Lawful Processing

- 9.1 Each Party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with clause 4 during the Term of this Agreement.
- 9.2 For the purposes of Agreed Purposes, each Party shall ensure that it Processes Shared Personal Data on the basis of one of the following legal grounds:
- (a) processing is necessary for the purposes of the legitimate interests pursued by the Parties except where the processing is unwarranted in any particular case by reason of prejudice to the rights and freedoms or legitimate interests of the Data Subject (DPA Sch 2.6.1);
or
 - (b) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data (GDPR Art 6.1(f)).
- 9.3 Both Parties shall, in respect of Shared Personal Data, ensure that their privacy notices are clear and provide sufficient information to Data Subjects in order for them to understand what of their Personal Data the Parties are sharing, the circumstances in which it will be shared, the purposes for the

data sharing and either the identity with whom the data is shared or a description of the type of organisation that will receive the Personal Data.

- 9.4 Both Parties undertake to inform Data Subjects of the purposes for which it will process their Personal Data and provide all of the information that it must provide in accordance with its own applicable laws, to ensure that the Data Subjects understand how their Personal Data will be processed by the Data Controller.

10. Data Quality

- 10.1 The Data Discloser shall ensure that Shared Personal Data is accurate.
- 10.2 Where either Party becomes aware of inaccuracies in Shared Personal Data, they will notify the other Party.
- 10.3 Shared Personal Data must be limited to the Personal Data described in clause 5 of this Agreement.

11. Data Subjects' Rights

- 11.1 Data Subjects have the right to obtain certain information about the processing of their Personal Data through a Subject Access Request. Data Subjects may also request rectification, erasure or blocking of their personal data.
- 11.2 The Parties shall maintain a record of Subject Access Requests, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.
- 11.3 The Parties agree that the responsibility for complying with a Subject Access Request falls to a Party receiving the Subject Access Request in respect of the Personal Data held by that Party.

11.4 The Parties agree to provide reasonable assistance and prompt assistance (within 5 Business Days of such request for assistance) as is necessary to each other to enable them to comply with Subject Access Requests and to respond to any other queries or complaints from Data Subjects.

12. Data Retention and Deletion

12.1 The Data Processor shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes.

12.2 Notwithstanding clause 12.1, Parties shall continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable in their respective countries and / or industry.

12.3 The Data Processor shall ensure that any Shared Personal Data are returned to the Data Discloser or destroyed in accordance with the agreed Deletion Procedure as agreed between the Parties in the following circumstances:

on termination of the Agreement;

once processing of the Shared Personal Data is no longer necessary for the purposes it were originally shared for, as set out in clause 4.

12.4 Following the deletion of Shared Personal Data in accordance with clause **Error! Reference source not found.**, the Data Processor shall notify the Data Discloser that the Shared Personal Data in question has been deleted in accordance with the Deletion Procedure.

13. Transfers

13.1 When the Data Controller shares personal data with the Data Processor, a third party, US based, sub-data-processor is used in the form of a cloud email delivery and management system. The Data Processor agrees not to transfer personal data outside of the above, which is required to communicate with the data subject.

14. Security and Training

14.1 The Parties agree to implement appropriate technical and organisational measures to protect the Shared Personal Data in their possession against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, including but not limited to:

- a) ensuring that staff use appropriate secure passwords for logging into systems or databases containing the Personal Data;
- b) ensuring that all IT equipment is protected by antivirus software, firewalls, passwords and suitable encryption devices;
- c) limiting access to relevant databases and systems to those of its officers, staff agents and sub-contractors who need to have access to the Personal Data, and ensuring that passwords are changed and updated regularly to prevent inappropriate access when individuals are no longer engaged by the Party;
- d) ensuring all staff handling Personal Data have been made aware of their responsibilities with regards to handling of Personal Data; and/or

15. Data Security Breaches and Reporting Procedures

15.1 The Parties are under a strict obligation to notify any potential or actual losses of the Shared Personal Data to the other Party as soon as possible and, in any event, within 1 Business Day of identification of any potential or actual loss to enable the Parties to consider what action is required in order to resolve the issue in accordance with the Data Protection legislation and guidance.

15.2 Clause **Error! Reference source not found.** also applies to any breaches of security which may compromise the security of the Shared Personal Data.

15.3 The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Data Security breach in an expeditious and compliant manner.

16. Resolution of Disputes with Data Subjects or the Data Protection Authority

- 16.1 In the event of a dispute or claim brought by a data subject or the Data Protection Authority concerning the processing of Shared Personal Data against either or both Parties, the Parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.
- 16.2 The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Data Protection Authority. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- 16.3 In respect of breaches relating to this Agreement, each Party shall abide by a decision of a competent court of the Data Discloser's country of establishment or of any binding decision of the relevant Data Protection Authority

17. Warranties

- 17.1 Each party warrants and undertakes that it will:
- a) Process the Shared Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its personal data processing operations.
 - b) Make available upon request to the Data Subjects who are third party beneficiaries a copy of this Agreement, unless the Clause contains confidential information.
 - c) Respond within a reasonable time (within 5 Business Days) and as far as reasonably possible to enquiries from the relevant Data Protection Authority in relation to the Shared Personal Data.
 - d) Respond to Subject Access Requests in accordance with the Privacy and Data Protection Legislation.
 - e) Where applicable, maintain registration with all relevant Data Protection Authorities to process all Shared Personal Data for the Agreed Purpose.

- f) Take all appropriate steps to ensure compliance with the security measures set out in clause **Error! Reference source not found.**4 above.
- g) The Data Discloser warrants and undertakes that it will ensure that the Shared Personal Data is accurate.

18. Compliance with National Data Protection Laws

- 18.1 Each Party must ensure compliance with applicable national data protection laws at all times during the Term of this Agreement.