

Welcome to the DCT Host ("DCT Host") privacy notice.

DCT Host respects your privacy and is committed to protecting your personal data.

Our privacy notice will inform you as to how we look after your personal data when you visit our website (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.

1. Important information and who we are

Purpose of this privacy notice

This privacy notice aims to give you information on how DCT Host collects and processes your personal data through your use of this website, including any data you may provide through this website when you sign in to your client area or purchase a product / service.

This website is not intended for children and we do not knowingly collect data relating to children.

It is important that you read this privacy notice together with any other notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data.

This privacy notice supplements any other notices and is not intended to override them.

Controller & Data Processor

DCT Host is the controller and data processor and we are responsible for your personal data (collectively referred to as DCT Host, "we", "us" or "our" in this privacy notice).

If you have any questions about this privacy notice, including any requests to exercise your legal rights, please contact the data privacy manager using the details set out below.

DCT Host contact details

Name: Liam Hicks (Data privacy manager)

Email Address: support@dct.host

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection

issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

Changes to the privacy notice and your duty to inform us of changes

This version was last updated on **1st March 2018**

It is important that the personal data we hold about you is accurate and current.

Please keep us informed if your personal data changes during your relationship with us.

Third-party links

This website may include links to third-party websites, plug-ins and applications.

Clicking on those links or enabling those connections may allow third parties to collect or share data about you.

We do not control these third-party websites and are not responsible for their privacy statements.

When you leave our website, we encourage you to read the privacy notice of every website you visit.

2. The data we collect about you

Personal data, or personal information, means any information about an individual from which that person can be identified.

It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together follows:

- Identity Data includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender.
- Contact Data includes billing address, delivery address, email address and telephone numbers.
- Financial Data includes bank account and payment card details.
- Transaction Data includes details about payments to and from you and other details of products and services you have purchased from us.
- Technical Data includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in

types and versions, operating system and platform and other technology on the devices you use to access this website.

- Profile Data includes your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses.
- Usage Data includes information about how you use our website, products and services.
- Marketing and Communications Data includes your preferences in receiving marketing from us and our third parties and your communication preferences.

We also collect, use and share Aggregated Data such as statistical or demographic data for any purpose.

Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does not directly or indirectly reveal your identity.

For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature.

However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy notice.

We do not collect any Special Categories of Personal Data about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

If you fail to provide personal data

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services).

In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

3. How is your personal data collected?

We use different methods to collect data from and about you including through:

- **Direct interactions.** You may give us your Identity, Contact and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise.

This includes personal data you provide when you:

- apply for our products or services;
- create an account on our website;
- subscribe to our service or publications;
- request marketing to be sent to you;
- enter a competition, promotion or survey; or
- give us some feedback.
- **Automated technologies or interactions.** As you interact with our website, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies.
- We may also receive Technical Data about you if you visit other websites employing our cookies. Please see our cookie policy for further details.
- Third parties or publicly available sources. We may receive personal data about you from various third parties and public sources as set out below:
- Technical Data from the following parties:
 - (a) analytics providers;
 - (b) affiliate network providers;
 - (c) advertising networks; and
 - (d) search information providers.
- Contact, Financial and Transaction Data from providers of technical, payment and delivery services.
- Identity and Contact Data from data brokers or aggregators.
- Identity and Contact Data from publicly available sources.

4. How we use your personal data

We will only use your personal data when the law allows us to.

Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

Generally we do not rely on consent as a legal basis for processing your personal data other than to respond to an enquiry you make to us via our website where by making the enquiry you consent to us using any personal data provided for the purposes of dealing with and responding to that enquiry, or in relation to sending third party direct marketing communications to you via email or text message.

You have the right to withdraw consent to marketing at any time by contacting us.

Purposes for which we will use your personal data

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data.

Please contact us if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a new customer	(a) Identity (b) Contact	Performance of a contract with you
To process and deliver your order including: (a) Manage payments, fees and charges (b) Collect and recover money owed to us	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Marketing and Communications	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to recover debts due to us)

<p>To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy policy (b) Asking you to leave a review or take a survey</p>	<p>(a) Identity (b) Contact (c) Profile (d) Marketing and Communications</p>	<p>(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to study how customers use</p>
<p>To enable you to partake in a prize draw, competition or complete a survey</p>	<p>(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications</p>	<p>(a) Performance of a contract with you (b) Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business)</p>
<p>To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)</p>	<p>(a) Identity (b) Contact (c) Technical</p>	<p>(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation</p>
<p>To deliver relevant website content and advertisements to you and measure or understand the effectiveness of</p>	<p>(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and</p>	<p>Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)</p>

the advertising we serve to you	Communications (f) Technical	
To use data analytics to improve our website, products/services, marketing, customer relationships and experiences	(a) Technical (b) Usage	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about goods or services that may be of interest to you	(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile	Necessary for our legitimate interests (to develop our products/services and grow our business)
To deal with a general enquiry or careers enquiry	(a) Identity (b) Contact	(a) Consent (b) Necessary for our legitimate interests (recruitment and to communicate with our customers, partners and other third parties)

Marketing

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising:

Promotional offers from us

We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you have requested information from us or purchased goods or services from us or if you provided us with your details when you entered a competition or registered for a promotion and, in each case, you have not opted out of receiving that marketing.

Third-party marketing

We will get your express opt-in consent before we share your personal data with any company outside of DCT Host for marketing purposes.

Opting out

You can ask us or third parties to stop sending you marketing messages at any time by contacting us at any time.

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product/service purchase, warranty registration, product/service experience or other transactions.

Cookies

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly.

For more information about the cookies we use, please see our cookie policy.

Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose.

If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

5. Disclosures of your personal data

We may have to share your personal data with the parties set out below for the purposes:

- Internal Third Parties
- External Third Parties
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law.

We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

6. International transfers

We share your personal data within DCT Host and on occasion along with 3rd party suppliers where required and listed specifically within our Glossary.

This might involve transferring your data outside the European Economic Area (EEA).

We ensure your personal data is protected by requiring all our 3rd parties to follow the same rules when processing your personal data.

These rules are called "binding corporate rules". For further details, see European Commission: Binding corporate rules.

Many of our external third parties are based outside the European Economic Area (EEA) so their processing of your personal data will involve a transfer of data outside the EEA.

Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission. For further details, see European Commission: Adequacy of the protection of personal data in non-EU countries.

- Where we use certain service providers, we may use specific contracts approved by the European Commission which give personal data the same protection it has in Europe. For further details, see European Commission: Model contracts for the transfer of personal data to third countries.
- Where we use providers based in the US, we may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to personal data shared between the Europe and the US. For further details, see European Commission: EU-US Privacy Shield.

Please contact us if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

7. Data security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know.

They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

8. Data retention

How long will you use my personal data for?

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for [six] years after they cease being customers for tax purposes.

In some circumstances you can ask us to delete your data: see [Request erasure] below for further information.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

9. Your legal rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data.

- [Request access to your personal data].
- [Request correction of your personal data].
- [Request erasure of your personal data].
- [Object to processing of your personal data].
- [Request restriction of processing your personal data].
- [Request transfer of your personal data].
- [Right to withdraw consent].

If you wish to exercise any of the rights set out above, please contact us.

No fee usually required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

Time limit to respond

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

10. Glossary

LAWFUL BASIS

Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Comply with a legal or regulatory obligation means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

THIRD PARTIES

External Third Parties

- Service providers acting as processors who provide IT and system administration services.
- Professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers based who provide consultancy, banking, legal, insurance and accounting services.
- HM Revenue & Customs, regulators and other authorities acting as processors or joint controllers based in the United Kingdom who require reporting of processing activities in certain circumstances.
- External third parties who provide electronic / computing services, as listed below:

Name	Type of service	Data Processed
Discord Inc.	Live Chat Service	Internal messaging that might include customer name and email details for the

purpose of support.

Google	Cloud based documentation software, storage & analytical	Occasional instances of customer name and email address on internally-shared documents and analytical tools.
Paypal	Payment Processor	Customer name, address and card information for the purpose of payment processing.
MaxMind Inc.	Digital Mapping	Customer name, address, email address and IP for fraud verification / prevention.
Pure Chat	Live Chat Services	Name, email address and any live chat discussion.
Hotjar Ltd	Visitor Session Recording Service	Customer content of live chat discussion.
NameCheap	Domain Name & SSL Services	Customer name, address and email address.

YOUR LEGAL RIGHTS

You have the right to:

Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

11. Data Processing Agreement

These terms set out the additional terms requirements and conditions on which we will process personal data when providing services to you.

This Agreement contains the mandatory clauses required by article 28(3) of the General Data Protection Regulation ((EU) 2016/679) for Agreements between data controllers.

We are DCT Host, a brand overlooked by Dotcom Technologies LTD (Company Number: 09924345).

By purchasing our hosting services you confirm that you accept to these terms of data processing and you agree to comply with them.

If you do not agree with these terms, you must not purchase hosting services from us.

We recommend that you print a copy of these terms for your future reference.

AGREED TERMS

1. Definitions and interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Data Subject: an individual who is the subject of Personal Data.

Personal Data: means any information relating to an identified or identifiable natural person that is processed by the Data Processor as a result of, or in connection with, the provision of the services; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing, processes and process: either any activity that involves the use of Personal Data or as the Data Protection Legislation may otherwise define processing, processes or process. It includes any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring Personal Data to third parties.

Data Protection Legislation: all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).

Personal Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

Standard Agreements Clauses (SCC): the European Commission's Standard Agreemental Clauses for the transfer of Personal Data from the European Union to processors established in third countries as set out in Commission Decision 2010/87/EU.

1.2 This Agreement is subject to the terms of any separate agreement made between the parties for the supply of website hosting services ("Services Agreement") and is incorporated into any such Agreement. Interpretations and defined terms set forth in the Services Agreement apply to the interpretation of this Agreement.

1.3 The Annexes form part of this Agreement and will have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Annexes.

1.4 A reference to writing or written excludes faxes and email.

1.5 In the case of conflict or ambiguity between:

(a) any provision contained in the body of this Agreement and any provision contained in the Annexes, the provision in the body of this Agreement will prevail;

(b) the terms of any accompanying invoice or other documents annexed to this Agreement and any provision contained in the Annexes, the provision contained in the Annexes will prevail; and

(c) any of the provisions of this Agreement and the provisions of the Services Agreement, the provisions of the Services Agreement will prevail.

1.6 This agreement is in addition to and does not remove or replace a party's obligations under the Data Protection Legislation.

1.7 In this agreement we are the Data Processor and you are the Data Controller

2. Personal data types and processing purposes

2.1 The Data Controller retains control of the Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to the Data Processor.

2.2 ANNEX A describes the subject matter, duration, nature and purpose of processing and the Personal Data categories and Data Subject types in respect of which the Data Processor may process to provide services to the Data Controller under the terms of the Services Agreement or otherwise.

3. Data Processor's obligations

3.1 The Data Controller acknowledges that for the purposes of fulfilling its obligations under the Agreement the Data Processor may have access to and may be required to process Personal Data (as defined in the Data Protection Legislation) on behalf of the Data Controller and in accepting the Agreement the Data Controller authorises the Data Processor to process its Personal Data in accordance with the terms of this Clause 3.

3.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 3 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

3.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Data Controller is the data controller and the Data Processor is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

3.4 Without prejudice to the generality of clause 3.2, the Data Controller will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Data Processor for the duration and purposes of this agreement.

3.5 Without prejudice to the generality of clause 3.2, the Data Processor shall, in relation to any Personal Data processed in connection with the performance by the Data Processor of its obligations under this agreement:

(a) process that Personal Data only on the written instructions of the Data Controller unless the Data Processor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Data Processor to process Personal Data (Applicable Laws). Where the Data Processor

is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Data Processor shall promptly notify the Data Controller of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Data Processor from so notifying the Data Controller;

(b) ensure that it has 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 it);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) subject to clause [3.10] to not transfer any Personal Data outside of the European Economic Area ("EEA") unless the prior written consent of the Data Controller has been obtained and the following conditions are fulfilled:

(i) the Data Controller or the Data Processor has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) the Data Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) the Data Processor complies with reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data;

(e) if so reasonably required, assist the Data Controller, at the Data Controller's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Data Controller without undue delay on becoming aware of a Personal Data breach;

(g) if so reasonably required, at the written direction of the Data Controller, delete or return Personal Data and copies thereof to the Data Controller on termination of the agreement unless required by Applicable Law to store the Personal Data; and

(h) if so reasonably required, maintain complete and accurate records and information to demonstrate its compliance with this clause 3.

3.6 In accepting these Terms and Conditions the Data Controller consents to the Data Processor appointing third-party processors of Personal Data ("the Sub Processors") under this agreement.

3.7 The Data Processor shall enter with the Sub Processors into a written agreement incorporating terms which are substantially similar to those set out in this clause 3 prior to any Sub Processor being appointed.

3.8 The Data Controller accepts that for the purposes of this Agreement part or all of its Personal Data may need to be processed outside of the EEA and the Data Controller further consents to the Data Processor processing its Personal Data in appointing these third party processors listed at Annex A who are located outside of the EEA.

3.9 The Data Controller shall have the ability to withdraw its consent to the Data Processor's use of Sub Processor for the purposes of fulfilling this Agreement by notifying the Data Processor in writing at its registered office. However the Data Controller acknowledges that the Data Processor may not be able to perform the Services or any part of the Services unless it is able to appoint an alternative Sub Processor and where an alternative Sub Processor cannot be appointed, the Data Processor shall not be obliged to provide any part of the Services which are so affected.

3.10 The Data Processor may, at any time on not less than 30 days' notice, revise this clause 3 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

4. Term and termination

4.1 This Agreement will remain in full force and effect so long as:

(a) the Services Agreement remains in effect or the Data Processor provides the relevant services to the Data Controller, or

(b) the Data Processor retains any Personal Data related to the Services Agreement and/or the services in its possession or control.

4.2 Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination of the Services Agreement or the provision of services by the Data Processor to the Data Controller (as may be applicable) in order to protect Personal Data will remain in full force and effect.

4.3 If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its obligations to the other party, the parties will suspend the processing of Personal Data until that processing complies with the new requirements. If the parties are unable to bring the Personal Data processing into compliance with the Data Protection Legislation within 28 days, they may terminate the Services Agreement and/or the provision of services on written notice to the other party without prejudice to any right or remedy the parties may have under the Services Agreement or otherwise

5. General

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

Waiver. A waiver of any right under this Agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

No partnership or agency. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

Third parties. A person who is not a party to this Agreement shall not have any rights to enforce its terms.

Variation. Except as set out in these Conditions, no variation of this Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Data Processor.

Governing law. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

ANNEX A Personal Data Processing Purposes and Details

Subject matter of processing: [Hosting Services]

Duration of Processing: The Term as set out at Clause 4.1

Nature of Processing: [Storage]

Business Purposes: Performance of our Services Agreement

Personal Data Categories: [Identity, Data, Financial Data, Transaction Data, Technical Data, Profile Data, Usage Data, Marketing & Communications Data and any other such data as collected by the Data Controller on its website]

Data Subject Types: [any user of the Data Controller's website]

- Located in a country with a current determination of adequacy.
- Binding Corporate Rules.
- Standard Processing Clauses between Customer as "data exporter" and Provider as "data importer".
- Standard Processing Clauses between Provider as "data exporter" on behalf of Customer and Provider affiliate or Sub Processor as "data importer".