ptlgateway

2018

Schedule 8 - GDPR Data Processor Terms and Conditions

1. SCHEDULE 8 - PTLGATEWAY GDPR DATA PROCESSOR TERMS AND CONDITIONS

1.1 This Schedule 8 describes your use of PTLGateway's Services and has been updated to reflect our mutual legal obligations under the Data Protection laws

https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/

2. DEFINITIONS

2.1 "Customer Data" means all data processed by PTLGateway or provided to PTLGateway for processing or otherwise processed as part of the Services including, but not limited to, data generated by the website from visitor input.

2.2 "Data Protection Laws" means:

- prior to 25 May 2018, the Data Protection Act 1998;
- from 25 May 2018, the General Data Protection Regulation (EU 2016/679) ("GDPR") and any legislation which amends, re-enacts or replaces it in England and Wales;
- the Electronic Communications (EC Directive) Regulations 2003, together with any legislation which replaces it; and
- at all times, any other data protection laws and regulations applicable in England and Wales.

2.3 "Data Protection Officer" has the meaning given to it under Article 37 of GDPR

2.4 "Data Subject" means an individual who is the subject of personal data.

2.5 "EEA" means the European Economic Area

2.6 "MSA" means Master Services Agreement

2.7 "Personal Data" has the meaning given to it under the Data Protection Laws.

2.8 "Supervisory Authority" means any data protection authority with jurisdiction over the processing of the Data.

2.9 "System" means the Hosted Applications, the PTLGateway Hardware and the Network as the same operate together in the provision of the Hosted Applications.

3. ACCEPTABLE USE POLICY

3.1 The Customer will at all times ensure they abide by PTLGateway's Acceptable Usage Policy with respect to the Systems.

3.2 PTLGateway will Process the Customer Data only in accordance within the terms of this Agreement or written instructions of the Client, unless PTLGateway is required to process the Data for other reasons under the laws of UK, the European Union (or a member state of the European Union) to which the PTLGateway is subject. If

PTLGateway is required to process the Customer Data for other reasons, PTLGateway shall inform the Customer before carrying out the processing, unless prohibited by relevant law;

4. DATA SECURITY BREACHES AND REPORTING PROCEDURES

4.1 The PTLGateway will immediately notify the Customer of any Data Security Breach and no later than within 72 hours of PTLGateway becoming aware of the breach.

4.2 In the event of a Data Security Breach, PTLGateway will provide the Customer with the information detailed in Schedule 3.

4.3 PTLGateway agrees to provide reasonable assistance as is required by the Customer or the Data Protection Authority to facilitate the handling of any Data Security breach in an expeditious and compliant manner.

4.4 immediately inform the Customer if it believes that the Customers instructions infringe the Data Protection Laws;

4.5 have in place, and maintain throughout the term at all times in accordance with the then current industry practice, all appropriate technical and organisational security measures against:

- unauthorised or unlawful processing, use, access to or theft of the Customer Data; and
- loss or destruction of or damage to the Customer Data,

5. LIABILITY FOR BREACH

5.1 PTLGateway has no liability for a data breach and our liability and indemnities are described in Clause 8 of the PTLGateway Master Services Agreement.

5.2 You are the Controller of your data any should ensure all reasonable measures are taken to limit who has access to it and that your employees and other authorised parties abide by PTLGateway's Acceptable Usage Policy and Security Policy

5.3 PTLGateway will assist and provide the necessary tools to help you audit your data as well as the individuals and organisations that you assign permissions to.

5.4 We will provide reasonable assistance to investigate and identify reported data breaches.

5.5 You agree that you are legally responsible for any data you hold on our platform and the Services you use within these terms and conditions.

6. OUR SUB CONTRACTORS

6.1 The PTLGateway System consists of services provided by sub-contractors and where these may impact on your data they are listed below. Your consent is pre authorised for them to be amended from time to time such that we may continue to provide the Services.

- EXN Networks (www.exn.co.uk) – Data Storage and Network Management services
- IDE Group, (www.idegroup..com) – Data centre and wide area network services
- Logicmonitor (www.logicmonitor.com) – System Monitoring
- Rapidfire (www.rapidfire.com) – Network Security
- Skykick (www.skykick.com) – O365 Backup Services
- Microsoft Corporation (www.microsoft.com) – Email and data storage services
- Veritas Corporation (www.veritas.com) – Email Archiving Services

6.2 If PTLGateway changes it sub-contractors in a material way that impacts on your data then we will advise you of our intention to change sub-contractors. If you disagree with our proposed changes then you may dispute them under Clause 28 of the MSA or proceed to Termination under Clause 16 of the MSA.