

This Data Processing Agreement ('DPA') constitutes an addendum to the Terms of Business between Rade New Media Ltd ('Rade' – the 'Data Processor') and the entity that you represent (the 'Data Controller').

BACKGROUND:

- The Data Controller determines the purposes and methods of processing the Personal Data in connection with its business activities;
- The Data Processor has been appointed by the Data Controller to process Personal Data on their behalf;
- The Data Controller retains the formal control, ownership and rights to the Personal Data;
- The Data Processor shall have no rights to the Personal Data other than time-limited right to process the Personal Data for the approved purpose;
- Both parties desire to ensure adherence to, and compliance with, all applicable laws and regulations relating to the sharing, collection, processing and disclosure of Personal Data in connection with Rade services.

SERVICES:

Services provided by Rade may include, but are not limited to:

- design, development and management of web projects;
- web hosting, domain management;
- online, search and email marketing;
- IT systems supply, support and consultancy;
- broadband services.

RADE DETAILS:

Registered address: The Granary, Hinton Lodge, Hinton, Saxmundham, Suffolk, IP17 3RG

Contact details: 01502 478000 info@rade.net

Data Protection Registration number: Z7112462

Company Registration number: 3673531

IT IS AGREED AS FOLLOWS:

- i. Rade will process Personal Data only for purposes of performing the Service, will comply with documented instructions of the Data Controller regarding the processing of Personal Data and will not process Personal Data for its own purposes;
- ii. The Data Controller has obtained all consents for use and disclosure of Personal Data, or otherwise has a lawful basis for processing Personal Data;
- iii. Each party will provide Personal Data the same protection as required under current regulations, including, but not limited to, undertaking technical and organisational measures to protect Personal Data from accidental or unlawful destruction, loss or alteration and unauthorised disclosure or access;
- iv. Rade will not retain Personal Data for any period of time longer than is necessary to perform the Service;
- v. Rade will ensure that all personnel authorised to process Personal Data are subject to a duty of confidentiality and such data is accessed on a need-to-know basis;
- vi. The Data Controller accepts that Rade is entitled to use sub-contractors and hereby authorises Rade to engage third parties to assist in providing the Services ('Sub-Processors');
- vii. Rade will inform the Data Controller and give opportunity to object to additional or replacement Sub-Processors, if required to do so by Personal Data regulations;
- viii. In the event that non-conformity with security arrangements or unauthorised processing of Personal Data is discovered, by the Data Controller or Processor, the other party will be notified without undue delay, and within 24 hours at the latest, and all reasonable steps taken to stop and remediate the issue;
- ix. Depending on the nature of the Personal Data Breach, the Data Controller may be obliged to make a report to the Information Commissioner's Office (ICO). Rade will provide any information reasonably requested by the Data Controller;
- x. Upon written request, Rade will assist the Data Controller in responding to reasonable requests from individuals when they exercise their rights under Personal Data regulations;
- xi. Rade agrees to provide reasonable assistance to the Data Controller to fulfil their obligations under the GDPR in regards to providing input into the nature of the data processing undertaken.

DESCRIPTION OF DATA

Categories of Personal Data to be processed:

All legal categories of Personal Data which are in accordance with an Approved Purpose.

The Data Controller is responsible for and warrants that the Personal Data that the Data Controller instructs the Data Processor to process can be lawfully processed by the Data Processor.

Categories of Data Subjects:

- Employees and Contractors
- Customers and End-Users
- Suppliers

LIMITATION OF LIABILITY

The liability of each party under this addendum is subject to the exclusions and limitations of liability as set out in the Terms of Business.

MODIFICATION

Rade may amend or supplement this addendum, after giving prior notice to the Data Controller, when necessary to comply with applicable law or requirement of any regulatory authority.

TERM


This DPA is entered into when the Data Controller signs and delivers this addendum to Rade. This DPA will remain in force until termination of the Services.

Upon termination of this Agreement, Rade will delete securely all Personal Data, as requested by the Data Controller, to the extent that Rade is required to retain copies in accordance with applicable laws.

For and on behalf of Rade New Media Ltd

For and on behalf of Customer / Client

Signature:



Signature:

Name: Jake Barton

Name:

Position: Director

Company:

Position:

Date: 16-May-2018

Date: