

## IT3000: Making IT Better

### GDPR Update to Terms & Conditions

To reflect our increased obligations under the General Data Protection Regulations (GDPR) (EU) 2016/679, the following additions have been made to our General Terms and Conditions of Service. Please note that all other terms and conditions remain unchanged.

By continuing to use our software you are fully accepting the additional terms, conditions and disclaimers contained in this update. If you do not agree to be bound by these terms and conditions, you should contact us immediately.

#### Additional definitions:

<b>Data Protection Legislation</b>	(i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation (EU) 2016/679 and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
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**Additional clauses:** (Please note, these will apply in replacement to the existing Data Protection provisions in your current agreement/terms with us. The appropriate numbering is deemed to apply to such clause and the numbering used here for convenience only)

#### 1. Data Protection

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

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

1.3 Without prejudice to the generality of clause 1.1 above, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Maintainer for the duration and purposes of this contract.

1.4 Without prejudice to the generality of clause 1.1 above, the Maintainer shall, in relation to any Personal Data processed in connection with the performance by the Maintainer of its obligations under this contract:

1.4.1 process that Personal Data to fulfil its obligations to the Customer unless the Maintainer is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Maintainer to

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process Personal Data (**Applicable Laws**). Where the Maintainer is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Maintainer shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Maintainer from so notifying the Customer;

1.4.2 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);

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

1.4.4 not transfer any Personal Data outside of the European Economic Area unless the following conditions are fulfilled:

1.4.4.1 the Customer or the Maintainer has provided appropriate safeguards in relation to the transfer;

1.4.4.2 the data subject has enforceable rights and effective legal remedies;

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

1.4.4.4 the Maintainer complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

1.4.5 assist the Customer, at the Customer'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;

1.4.6 notify the Customer without undue delay on becoming aware of a Personal Data breach;

1.4.7 at the written direction of the Customer, delete Personal Data and copies thereof on termination of the agreement unless required by Applicable Law to store the Personal Data; and

1.4.8 maintain complete and accurate records and information to demonstrate its

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compliance with this clause.

1.5 The Customer consents to the Maintainer sub-contracting to a third-party processor of Personal Data under this contract. The Maintainer confirms that it has entered or (as the case may be) will enter with the third- party processor into a written agreement.

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

If you have any queries about any of the above, please contact us on 01455 247830 or [hello@it3000.co.uk](mailto:hello@it3000.co.uk)