

## **Processing Personal Data**

### **1 - Interpretations**

The following terms as used in this Data Processing Agreement shall, unless the context clearly indicates to the contrary, have the meanings set forth:

**Agreement** - the Agreement between the Supplier and the Customer to which these Terms and Conditions are applicable.

**Customer** - the person or company placing an order with the Supplier

**Data Breach** - means any breach of security in connection with the processing of Personal Data under the Agreement that should be notified to the data protection authority and/or data subject as set out in article 33 and 34 GDPR;

**Data Controller** - the data controller as defined under article 4(7) GDPR;

**Data Processor** - the data processor as defined under article 4(8) GDPR;

**Data Processing Agreement** - the Terms and Conditions that make up this Agreement entitled Processing Personal Data

**GDPR** - UK Data Protection Legislation.

**Personal Data** - any information relating to an identified or identifiable natural person, obtained in relation to the delivery of the Product provided by the Customer.

**Processing or Process** - any operation or set of operations which is performed on Personal Data, whether or not by automatic means, as set out in article 4 of the GDPR; and

**Products** - goods or services including but not limited to printed items, design work, print and post and scanning.

**Sub Processor** - any processor, as defined in the GDPR, engaged by the Data Processor and any processor engaged by the processor who agrees to Process Personal Data on behalf of the Data Controller.

**Supplier** - Ipserv Limited incorporated and registered in England and Wales with company number 10633959, Ipswich, Suffolk, IP1 2DE.

### **2 - Processing Personal Data**

For as far as the Customer is the data subject with respect to the Personal Data that the Supplier receives, the Supplier qualifies as Data Controller with respect to this Personal Data. In that case the Data Processing Agreement is not applicable. For as far as the Customer is not the data subject of the Personal Data that the Supplier receives, The Supplier will qualify as Data Processor and will Process Personal Data on behalf of the Customer, which qualifies as a Data Controller, in compliance with this Data Processing Agreement.

### **3 - Obligations of the Data Processor**

The Data Processor shall:

only process any Personal Data for the performance of the Agreement by reviewing the Personal Data in the file by receipt in order to check the format and quality of the file, to print the file and to send the Products to the address provided by the Customer;

- against reimbursement of the costs made by the Data Processor, assist the Data Controller in ensuring compliance with the obligations pursuant to articles 32, 35

and 36 GDPR taking into account the nature of processing and the information available to the Data Processor;

- notify the Data Controller, without undue delay after the discovery, about any Data Breach and will provide the reasonable assistance that the Data Controller needs in ensuring compliance with the obligations pursuant to articles 33 and 34 GDPR;
- taking into account the nature of the processing, assist the Data Controller by appropriate technical and organisational measures, insofar as this is possible and against reimbursement of the costs made by the Data Processor, for the fulfilment of the Data Controller's obligation to respond to requests for exercising the data subject's rights under the GDPR; and
- after termination of the Agreement, ensure that Personal Data will be destroyed within 18 months, or if the Data Controller instructs the Data Processor to do so before the Personal Data is destroyed, return the Personal Data to the Data Controller.

#### **4– Technical and Organisational Measures**

The Data Processor shall consider the nature of the processing and the information available to the Data Processor, adopt and maintain technical and organisational measures. The Data Controller warrants that the technical and organizational measures adopted by the Data Processor are appropriate in conformity with article 32 GDPR for the Personal Data Processed by the Data Processor.

#### **5 – Use of Sub Contractors**

The Data Processor is allowed to engage Sub Processors in the context of the Data Processing Agreement. The Data Processor will notify the Data Controller in the case of any changes concerning the addition or replacement of Sub Processors. The Data Processor will take reasonable efforts to impose contractual terms on its Sub Processors which are no less protective than those set out in this Data Processing Agreement.

#### **6 – Transfer of Personal Data**

The Data Processor may transfer Personal Data to a country outside the European Economic Area if such country offers an adequate level of protection offering adequate data protection standards.

#### **7 – Confidentiality**

The Data Processor keeps all Personal Data strictly confidential and ensures, prior to the disclosure of Personal Data to its employees, subcontractors or employees of subcontractors, that these persons are bound by the same conditions of confidentiality.

#### **8 – Audits**

On request of the Data Controller the Data Processor will report to the Data Controller about its compliance with article 28 GDPR. The Data Processor shall allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Auditor to the compliance of the Data Processor of its obligations under this Data Processing Agreement. Parties will plan a date for the audit in

mutual consultation. The Data Controller shall inform the Data Processor about the audit at least three weeks in advance. The Data Controller will cover its own as well as the Data Processor's expenses in connection with the performance of the obligations under this clause.

#### **9. Indemnification**

The Data Controller warrants that its instructions to the Data Processor are legitimate and that the Personal Data provided are correct. The Data Controller indemnifies and holds the Data Processor harmless from all (i) damages; and (ii) fines imposed by regulators, which arises from or in connection with or pursuant to any act or omission of or the performance the Data Processor's obligations under this Data Processing Agreement or any other applicable legislation regarding the protection of personal data, including the GDPR.