

Greatwhite Webstudio Security and Data Processing Agreement

Updated 19th May 2018

1. Introduction

1.1 The customer agreeing to these terms (“The Customer”), and Greatwhite Webstudio, have entered into an agreement under which Greatwhite Webstudio has agreed to provide hosting, data processing service and related technical support to The Customer.

1.2 The GDPR makes written contracts between controllers and processors a general requirements. These terms are designed to ensure that processing carried out by a processor meets all the requirements of the GDPR, they reflect the agreement, in regard to the terms governing the processing and security of Customer Data, between

Greatwhite Webstudio and The Customer.

2. Definitions

The following definitions will be used throughout this document.

Customer Data: means data provided by or on behalf of Customer or Customer End Users via Services under the Account.

Customer Personal Data: means the personal data contained within the Customer Data. The term “personal data”, “data subject”, “processing”, “controller”, “processor” and “supervisory authority used in these terms have the meanings given in the GDPR.

Data Incident: means a breach of Greatwhite Webstudio security leading to the accidental or systems managed by or otherwise controlled by Greatwhite Webstudio. “Data Incidents” do not include unsuccessful attempts to compromise the security of Customer Data, including

unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks. **Notification Email Address:** means the email address(es) designated by Customer in the Customer Control Panel, or in the Order Process to receive certain notifications from Greatwhite Webstudio.

3. Duration

These Terms will take effect on the Terms Effective Date and, even in the event of expiry of the term, will remain in effect until, and automatically expire upon, deletion of all Customer Data by Greatwhite Webstudio as described in these Terms.

4. Processing of Data

4.1 Processor and Controller Responsibilities

The European Data Protection Legislation applies to the processing of Customer Personal Data the parties acknowledge and agree that:

- Greatwhite Webstudio is a processor of Customer Personal Data under the General Data Protection Regulation
- The Customer is a controller or processor, as applicable, of that Customer Personal Data under the General Data Protection Regulation.
- Each party will comply with the obligations applicable to it under the General Data Protection Regulation with respect to the processing of that Customer Personal Data.
- The types of personal data include data relating to individuals provided or uploaded to Greatwhite Webstudio via the Hosting Service, by (or at the direction of) Customer or by Customer End Users.

4.2 Authorisation by a Third Party Controller

The Customer confirms that The Customer's instructions and actions in regard to that Customer Personal Data, including its engagement of Greatwhite Webstudio as another processor, have been authorised by the relevant controller under the General Data Protection Regulation.

5. Scope of Processing

5.1 The Customers Instruction

By entering into these Terms, The Customer instructs Greatwhite Webstudio to process Customer Personal Data in order to:

- provide Hosting Services.
- Process data as specified via Customer's use of the Customer control Panel (including other functionality of the Services).
- Process data as documented in these Terms.

5.2 Greatwhite Webstudio Compliance with Instructions

Greatwhite Webstudio will comply with the instructions described under "The Customer's Instructions".

6. Data Deletion

6.1 Deletion By Customer

Greatwhite Webstudio will enable The Customer to delete Customer Data during the Term via instruction in writing, by phone or via the use of Customer Control Panel. Confirmation of deletion be made in writing via support ticket. Infrastructure backups may remain on Greatwhite Webstudio servers for up to 30 days after this request.

6.2 Deletion on Cancellation

On expiry of the Term, The Customer instructs Greatwhite Webstudio to delete all Customer Data (including existing copies) from Greatwhite Webstudio systems. Infrastructure backups may remain on Greatwhite Webstudio servers for up to 30 days after this request.

7. Data Security

7.1 Greatwhite Webstudio Security Measures

Greatwhite Webstudio will implement and maintain technical and organizational measures to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorised disclos

7.2 Staff Security Compliance

Greatwhite Webstudio will take appropriate steps to ensure compliance with the Security Measured by its employees, contractors and sub processors including ensuring that all persons authorised process Customer Personal Data have committed themselves to confidentiality.

7.3 Data Incidents

7.3.1 Incident Notification

If Greatwhite Webstudio becomes aware of a Data Incident, Greatwhite Webstudio will:

- Notify The Customer of the Data Incident promptly and without undue delay after becoming aware.

7.3.2 Details of Data Incident

Data Incident notifications will include details of the Data Incident including steps taken to mitigate the potential risks and steps Greatwhite Webstudio recommends The Customer take to address the Data Incident.

7.3.3 Delivery of Notification

Notifications of any data incident will be made via the Support Ticket System.

Notification of a support ticket update will be sent to the Notification Email Address provided by the customer. It is the responsibility of the customer to ensure that this email address is kept current and up to date.

7.3.4 No Assessment of Customer Data

Greatwhite Webstudio will not assess the contents of Customer Data in order to identify information subject to any specific legal requirements. The Customer is solely responsible for complying with incident notification laws applicable to The Customer and fulfilling any third party notification obligations related to any Data Incident.

7.3.5 No Acknowledgement of Fault

Notification of or response to a Data Incident will not be construed as an acknowledgement of fault or liability.

7.3.6 Audit Rights

Greatwhite Webstudio will provide all information necessary to demonstrate compliance and allow for and contribute to audits, including inspections, requested by The Customer, carried out by the an qualified compliance officer.

Greatwhite Webstudio will inform The Customer immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state.

8. Subprocessors

8.1 Consent to Sub Processors

The Customer specifically authorises the engagement of Greatwhite Webstudio third- party suppliers as Subprocessors. In addition, The Customer generally authorises the engagement of any other third parties as Subprocessors.

8.2 Process to Engage New Subprocessors

Greatwhite Webstudio will provide notice via this policy of updates to the list of sub processors that are utilised or which Greatwhite Webstudio proposes to utilise to deliver its Services. Greatwhite Webstudio undertakes to keep this list updated regularly to enable The Customer to stay informed of the scope of subprocessing associated with the Greatwhite Webstudio Services.

The Customer can object in writing to the processing of its Personal Data by a new subprocessor within thirty (30) days after updating of this policy and shall describe its legitimate reasons to object. If The Customer does not object during such time period the new subprocessor(s) shall be deemed accepted.

If The Customer objects to the use of a subprocessor pursuant to the process provided under the DPA, Greatwhite Webstudio shall have the right to resolve the objection through one of the following options (to be selected at the sole discretion of Greatwhite Webstudio.

- Greatwhite Webstudio will cease to use the subprocessor with regard to Personal Data or;
- Greatwhite Webstudio will take the corrective steps requested by The Customer in its objection and proceed to use the subprocessor to process Personal Data or;
- Greatwhite Webstudio may cease to provide or The Customer may agree not to use (temporarily or permanently) the particular aspect of an Greatwhite Webstudio Service that would involve use of the subprocessor to process Personal Data or;
- Greatwhite Webstudio may cease to offer services to The Customer entirely