HOSTED SERVICES

TERMS AND CONDITIONS

Please read these Terms and Conditions carefully. All contracts between the Provider and the Customer for the provision of Hosted Services shall be governed by these Terms and Conditions and the Provider will ask the Customer for the Customer's acceptance of these Terms and Conditions before providing any such services to the Customer.

1.   Definitions

"**Account**" means an account enabling a person to access and use the Hosted Services, including both administrator accounts and user accounts.

"**Agreement**" means a contract between the parties incorporating these Terms and Conditions, and any amendments to that contract from start date to end date.

"**Business Day**" means any weekday other than a public holiday in Belgium.

"**Business Hours**" means the hours of 09:00 to 17:00 Belgian Time on a Business Day.

"**Charges**" means the following amounts:

(a)   amounts specified in the Services Order Form

(b)   amounts as may be agreed in writing by the parties from start date to end date

(c)   amounts calculated by multiplying the Provider's standard time-based charging rates (as notified by the Provider to the Customer before the date of the Agreement) by the time spent by the Provider's personnel performing (Support Services), rounded down by the Provider to the nearest quarter hour.

"**Customer**" means the person or entity identified as such in the Services Order Form.

"**Customer Confidential Information**" means:

    (a)   any written or oral information disclosed by the Customer to the Provider during the Term that at the time of disclosure:

        (i)   was marked or describe as "confidential"

        (ii)   should have been reasonably understood by the Provider to be confidential

    (b)   the Customer Data]

"**Customer Data**" means all data uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Customer

"**Customer Personal Data**" means any Personal Data that is processed by the Provider on behalf of the Customer in relation to the Agreement

"**Data Protection Laws**" means all applicable laws relating to the processing of Personal Data including, for the period during which it is in force, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data

"**Effective Date**" means the date upon which the parties execute a hard-copy Services Order Form; or, following the Customer completing and submitting the online Services Order Form published by the Provider on the Provider's website, the date upon which the Provider sends to the Customer an order confirmation

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars

"**Hosted Services**" means the service which will be made available by the Provider to the Customer via the internet in accordance with these Terms and Conditions

"**Hosted Services Defect**" means a defect, error or bug in the Platform having an adverse effect on the appearance, operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

    (a)   any act or omission of the Customer or any person authorised by the Customer to use the Platform or Hosted Services

    (b)   a failure of the Customer to perform or observe any of its obligations in the Agreement

"**Hosted Services Specification**" means the specification for the Hosted Services set out in the Services Order Form

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights. These "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs

"**Maintenance Services**" means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

"**Personal Data**" has the meaning given to it in the General Data Protection Regulation (Regulation (EU) 2016/679)

"**Platform**" means the platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed

"**Provider**" means KeyTech, registration number BE0867.330.844, having its registered office at Kapellerond 14, 1651 Lot, Belgium

"**Services**" means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under these Terms and Conditions

"**Services Order Form**" means an online order form published by the Provider and completed and submitted by the Customer, or a hard-copy order form signed or otherwise agreed by or on behalf of each party, in each case incorporating these Terms and Conditions by reference

"**Support Services**" means support in relation to the identification and resolution of errors in the Hosted Services, but shall not include the provision of training.

"**Supported Web Browser**" means the current release of Microsoft Edge, Mozilla Firefox, Google Chrome, Apple Safari, or any other web browser that the Provider agrees in writing shall be supported

"**Term**" means the term of the Agreement, commencing in accordance with the agreed effective start date.

"**Terms and Conditions**" means all the documentation containing the provisions of the Agreement, namely the Services Order Form, the main body of these Terms and Conditions and any amendments to that documentation

"**Update**" means a hotfix, patch or minor version update to any Platform software

"**Upgrade**" means a major version upgrade of any Platform software

2. Term

2.1 The Agreement shall come into force upon the Effective Date mentioned in the Services Order Form.

2.2 Unless the parties expressly agree otherwise in writing, each Services Order Form shall create a distinct contract under these Terms and Conditions.

3. Hosted Services

3.1 The Provider shall ensure that an Account for the Customer will be created and will provide the Customer with all details for that Account on the effective start date.

3.2 The Provider hereby grants to the Customer a license to use the Hosted Services described in the Services Order Form during the Term.

3.3 The licence granted by the Provider to the Customer under Clause 3.2 may only be used by the officers, employees, agents and subcontractors of the Customer

3.4 The license granted by the Provider to the Customer under Clause 3.2 is subject to the following prohibitions:

(a) the Customer must not permit any unauthorised person to access or use the Hosted Services

(b) the Customer must not make any alteration to the Platform, except as permitted by the Documentation

3.5 The Customer shall use reasonable endeavors relating to Account access details on his hosted services, including password complexity (min 8 chars with alternation of lower case and uppercase and min. 1 digit and 1 alphanumeric character), to ensure that no unauthorised person may gain access to the Hosted Services using an Account.

3.6 The Provider shall use reasonable endeavors to maintain the availability of the Hosted Services to the Customer at the gateway between the public internet and the network of the hosting services provider for the Hosted Services, but does not guarantee 100% availability.

3.7 For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of the Agreement:

(a) a Force Majeure Event

(b) a failure of the internet or any public telecommunications network

(c) a failure of the Customer's computer systems or networks;

(d)   any breach by the Customer of the Agreement

(e)   scheduled maintenance carried out in accordance with the Agreement.

3.8   The Customer must not use the Hosted Services:

(a)   in any way that is unlawful, illegal, fraudulent or harmful

(b)   in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

(c)   in any way that may cause, damage to the Hosted Services or Platform

3.9   The Customer has no right to access the software code of the Platform, either during or after the Term.

3.10   The Provider may suspend the provision of the Hosted Services if any amount due to be paid by the Customer to the Provider under the Agreement is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

4.   Maintenance Services

4.1   The Provider shall provide the Maintenance Services to the Customer during the Term.

4.2   The Provider shall, where practicable, give to the Customer prior written notice of scheduled Maintenance Services, Upgrades or Updates to the Platform that are likely to affect the availability of the Hosted Services..

5.   Support Services

5.1   The Provider shall provide the Support Services with reasonable skill and care to the Customer during the Term.

5.2   The Provider shall make available to the Customer a helpdesk that the Customer may use for the purposes of requesting the Support Services.

5.3   The Provider shall respond promptly to all requests for Support Services made by the Customer through the helpdesk.

5.4   The Provider may suspend the provision of the Support Services if any amount due to be paid by the Customer to the Provider under the Agreement is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

6. Customer Data

6.1 The Customer hereby grants to the Provider a non-exclusive license to the Customer's Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under the Agreement. The Customer also grants to the Provider the right to sub-license these rights to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under the Agreement.

6.2 The Customer warrants to the Provider that the Customer Data when used by the Provider in accordance with the Agreement will not infringe the Intellectual Property Rights or other legal rights of any person and will not breach the provisions of any applicable law, statute or regulation.

6.3 The Provider shall create back-up copies of the Customer Data in accordance with the specified interval in the Services Order Form and shall ensure that each such copy is sufficient to enable the Provider to restore the Hosted Services to the state they were in at the time the back-up was taken. The provider shall retain each such copy for the minimum period specified in the Services Order Form.

6.4 Within the period of 1 Business Day following receipt of a written request from the Customer, the Provider shall restore to the Platform the Customer Data stored in any back-up copy created and stored by the Provider in accordance with Clause 6.3. The Customer acknowledges that this process will overwrite the Customer Data stored on the Platform prior to the restoration.

7. No assignment of Intellectual Property Rights

7.1 Nothing in these Terms and Conditions shall operate to transfer any Intellectual Property Rights between the Provider and the Customer.

8. Charges

8.1 The Customer shall pay the Charges to the Provider in accordance with the Services Order Form.

9. Payments

9.1 The Provider shall issue invoices for the Charges to the Customer on the invoicing dates set out in the Services Order Form.

9.2   The Customer must pay the Charges to the Provider within the period of 30 days following the issue of an invoice in accordance with this Clause 9.

9.3   The Customer must pay the Charges by using such payment details as are notified by the Provider to the Customer from time to time.

10.   Provider's confidentiality obligations

10.1 The Provider must:

(a)   keep the Customer Confidential Information strictly confidential.

(b)   not disclose the Customer Confidential Information to any person without the Customer's prior written consent.

(c)   use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information.

(d)   not use any of the Customer Confidential Information for any purpose other than the Permitted Purpose.

10.2 The Provider may disclose the Customer Confidential Information to the Provider's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Customer Confidential Information for the performance of their work and who are bound to protect the confidentiality of the Customer Confidential Information.

10.3 This Clause 10 imposes no obligations upon the Provider with respect to Customer Confidential Information that:

(a)   is known to the Provider before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality.

(b)   is or becomes publicly known through no act of the Provider.

(c)   is obtained by the Provider from a third party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality.

10.4 The provisions of this Clause 10 shall continue in force for a period of 5 years following the termination of the Agreement, at the end of which period they will cease to have effect.

11.   Data protection

11.1 The Provider shall only process the Customer Personal Data during the Term and for not more than 30 days following the end of the Term.

11.2 The Provider shall only process the Customer Personal Data on the instructions of the Customer, including with regard to transfers of the Customer Personal Data to any place outside the European Economic Area, as set out in these Terms and Conditions or any other document agreed by the parties in writing.

11.3 The Provider may process the Customer Personal Data if and to the extent that the Provider is required to do so by applicable law. In such a case, the Provider shall inform the Customer of the legal requirement before processing.

11.4 The Provider shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality.

11.5 The Provider and the Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data.

11.6 The Provider must not engage any third party to process the Customer Personal Data without the prior specific or general written authorization of the Customer. In the case of a general written authorisation, the Provider shall inform the Customer at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Customer objects to any such changes before their implementation, then the Provider must not implement the changes. The Provider shall ensure that each third party processor is subject to equivalent legal obligations as those imposed on the Provider by this Clause 11.

11.7 The Provider shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

11.8 The Provider shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject.

11.9 The Provider shall make available to the Customer all information necessary to demonstrate the compliance of the Provider with its obligations under the Data Protection Laws.

11.10 The Provider shall, at the choice of the Customer, delete or return all of the Customer Personal Data to the Customer after the provision of services relating to the processing, and shall delete existing copies.

11.11 The Provider shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of the Provider's processing of Customer Personal Data with the Data Protection Laws and this Clause.

12. Warranties

12.1 The Provider warrants to the Customer that:

    (a)   the Provider has the legal right and authority to enter into the Agreement and to perform its obligations under these Terms and Conditions.

    (b)   the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under these Terms and Conditions.

    (c)   the Provider has access to all necessary know-how, expertise and experience to perform its obligations under these Terms and Conditions.

12.2 The Provider warrants to the Customer that:

    (a)   the Hosted Services will be free from Hosted Services Defects.

    (b)   the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs.

    (c)   the Platform will incorporate security features reflecting the requirements of good industry practice.

12.3 The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with these Terms and Conditions, will not breach any laws, statutes or regulations applicable under Belgian law.

12.4 The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with these Terms and Conditions, will not infringe the Intellectual Property Rights of any person under applicable Belgian laws.

12.5 If the Provider reasonably determines that the use of the Hosted Services by the Customer in accordance with these Terms and Conditions infringes any person's Intellectual Property Rights, the Provider may at its own cost and expense, modify the Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights

12.6 The Customer warrants to the Provider that it has the legal right and authority to enter into the Agreement and to perform its obligations under these Terms and Conditions.

13. Acknowledgements and warranty limitations

13.1 The Customer acknowledges that complex software is never wholly free from defects, errors, bugs and security vulnerabilities and the Provider gives no warranty that the Hosted Services will be entirely secure and wholly free from defects, errors and bugs.

14. Limitations and exclusions of liability

14.2 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.

14.3 Neither party shall be liable to the other party in respect of any loss, corruption or damage of any data, providing that this Clause shall not protect the Provider unless the Provider has fully complied with its obligations under Clause 6.3 and Clause 6.4.

14.4 The liability of each party to the other party under the Agreement in respect of any event shall not exceed the total amount paid and payable by the Customer to the Provider under the Agreement.

15. Force Majeure Event

15.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Agreement, other than any obligation to make a payment, that obligation will be suspended for the duration of the Force Majeure Event.

15.2 A party that becomes aware of a Force Majeure Event which gives rise to any failure or delay in the performing of any obligation under the Agreement, must promptly notify the other of the period for which it is estimated that such failure or delay will continue.

15.3 A party whose performance of its obligations under the Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate its effects.

16. Termination

16.1 Either party may terminate the Agreement by giving to the other party at least 30 days' written notice of termination.

16.2 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if the other party commits a breach of these Terms and Conditions.

16.3 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:

(a) the other party is dissolved or ceases its business or is unable to pay its debts or has been declared insolvent.

(b) an administrator, receiver, liquidator, trustee, manager or similar is appointed over any of the assets of the other party.

(c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up

(d)   that other party is an individual that dies or becomes incapable of managing his or her own affairs or is the subject of a bankruptcy.

17. Effects of termination

17.1 Upon the termination of the Agreement, all of the provisions of these Terms and Conditions shall cease to have effect.

17.2 Within 30 days following the termination of the Agreement for any reason:

(a)   the Customer must pay to the Provider any Charges in respect of Services provided before the termination of the Agreement.

(b)   the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Services that were to be provided to the Customer after the termination of the Agreement.

18. Notices

18.1 Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods, using the relevant contact details set out in the Services Order Form.

18.2 The addressee and contact details set out in the Services Order Form may be updated from time to time by a party giving written notice of the update to the other party.

19. Subcontracting

19.1 The Provider may subcontract any of its obligations under the Agreement, providing that the Provider must give to the Customer a written notice specifying the subcontracted obligations and identifying the subcontractor.

19.2 The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

19.3 The Customer agrees that the Provider may subcontract to any reputable third party hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of the Platform.

20. General

20.1 No breach of any provision of the Agreement shall be waived except with the express written consent of the party not in breach.

20.2 If any provision of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Agreement will continue in effect.

20.3 The Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

20.5 A Services Order Form, together with these Terms and Conditions, shall constitute the entire agreement between the parties in relation to the subject matter of that Services Order Form, and shall supersede all previous agreements, arrangements and understandings between the parties.

20.6 The Agreement shall be governed by and construed in accordance with Belgian law.

20.7 The courts of Belgium shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.

21. USE POLICY

21.1 This acceptable use policy sets out the rules governing the transmission, storage and processing of content by the Customer, or by any person on his behalf, using the Services. By using the Services, the Customer agrees to the rules set out in this Policy.

21.2 The Customer contact specified in the Service Order Form warrants to the Provider that he is at least 18 years of age.

21.2 The Customer must not use the Services in any way that may cause damage to the Services or impairment of the availability of the Services.

21.3 The Customer must not use the services in any way that is in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

21.4 The Customer must not use illegal content or content that would infringe any person's legal rights, any data protection right or any intellectual property rights.

21.5 The Customer must not use content that would be obscene, indecent, criminal, racial or religious hatred, discriminatory, blasphemous, offensive, threatening, abusive, harassing, menacing or hateful.

21.6 The Customer must not use pornographic or sexually explicit graphic content.

21.6 The Customer must not use content that is untrue or misleading.

21.7 The Customer must not use content with instructions that can lead to cause death, personal injury or damage to property.

21.8   The Customer must not use the Services to store or transmit spam, which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.

21.9   The Customer must not use the Services to promote or operate any chain letters, pyramid schemes, "get rich quick" schemes or similar letters or schemes.

21.10 The Customer must not use the Services for any purpose relating to gambling, gaming, betting or lotteries.

21.11 The Customer acknowledges that the provider may actively monitor the Content and the use of the Services.

21.12 The Customer must not use the Services to conduct any automated data scraping, data mining, data extraction or data harvesting, or other systematic data collection activity.

21.13 The Customer must not link to any material that would, if it were made available through the Services, breach the provisions of this Policy.

21.14 The Content must not contain any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines or applications.

21.15 The Content must not contain any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of our computers or introduce security risks to our computers.

22. DATA PROCESSING INFORMATION

22.1   The **Parties** acknowledge that under the term of the agreement the Customer is a ***Data Controller** and the Provider is a ***Data Processor**.

*A Data Controller is an organisation who determines the manner and purpose of the processing of personal data.

* A Data Processor is an organisation who processes personal data under the instruction of the Data Controller

22.2   The **Data Processor** agrees to process the Personal Data only for the purposes outlined in the Agreement and strictly for no other purpose without the written authority of the **Data Controller**.

22.3   The **Data Processor** will NOT disclose or share the Personal Data processed under the Agreement, with any third party without the written authority of the **Data Controller.**

22.4   The **Data Processor** is prohibited from publishing, copying, transferring or duplicating any information without the written authority of the **Data Controller**.

22.5 The **Data Processor** agrees to only process the Personal data in accordance with the **Data Controller's** instructions, and only for the purposes of providing the Hosted Services. The **Parties** shall not process Personal Data in a way that is incompatible with the purposes described in this agreement.

22.6 Each party shall appoint a single point of contact (SPoC) who will work together to reach an agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing initiative. The points of contact for each of the parties are specified in the Services Order Form.

22.7 **The Parties** agree that the Personal Data processed under the Agreement must be lawfully in accordance with the Privacy Legislation during the Term of the Agreement. Further, the **Data Controller** shall ensure that the processing satisfies the appropriate conditions.

22.8 The **Data Controller** agrees to review the accuracy of the personal data and make any necessary changes/ updates to the inaccurate data.

22.9 Both parties agree that the **Data Subjects** (individuals whose data are processed or published) have the rights to access, modify, erase or restrict access to their personal data.

22.10 To facilitate the above rights, the **Data Processor** agrees to store or record the Personal Data processed under the Agreement in a structured, commonly used and machine readable form.

22.11 The **Data Processor** agrees to notify the **Data Controller** immediately and no later than 48 hours upon receipt by the **Data Processor** of a request from an individual seeking to exercise any of their rights under the Privacy and Data Protection Legislation, including those rights as described in clause 22.10 above. The **Data Processor** agrees to notify the **Data Controller** immediately and no later than 48 hours upon receipt of any complaint from an individual regarding the processing of Personal Data under the Agreement. The **Data Processor** will provide the **Data Controller** with full co-operation and assistance in relation to any such complaint or request from an individual regarding the Processing of Personal Data.

22.12 The **Data Processor's** SPoC is required to maintain a record of requests or complaints from data subjects seeking to exercise their rights under the Privacy and Data Protection Legislation, including requests for Personal Data processed under this Agreement. The records described in this clause must include copies of the request or complaint, details of the data accessed and shared and where relevant, notes of measures taken by the **Data Processor** to resolve the complaint.

22.13 The **Data Processor** agrees to maintain records of all **Personal Data** processed under the Agreement and its processing activities. The **Data Controller** reserves the right to inspect the records maintained by the **Data Processor** at any time.

22.14 The **Data Processor** shall not retain or process Personal Data for longer than is necessary to carry out the Agreement or for longer than any period set by the **Data Controller**. For the avoidance of doubt, t**he Data Controller** reserves the right to determine the periods for which the **Data Processor** may retain the Personal Data processed under this Agreement

22.15 On the instructions of the **Data Controller**, the **Data Processor** shall ensure that the Personal Data processed under this Agreement are returned to the Data Controller or destroyed in accordance with the **Data Controller's** instructions. The **Data Controller** reserves the right to issue instructions to the **Data Processor** under this Clause at any time.

22.16 Following the deletion of Personal Data under clause 22.15 and 22.16, the **Data Processor** shall notify the **Data Controller** that the Personal Data in question has been deleted.

22.17 The **Data Processor** shall not disclose or transfer the **Personal Data** to a third party located outside the EEA without the prior written authorisation of the **Data Controller.** If the **Data Controller** authorises the disclosure of the **Personal Data** to a third party, the **Data Processor** agrees to enter into an information sharing agreement with any relevant third party which reflects the terms of the Agreement.

22.18 The **Data Processor** agrees to implement appropriate technological and organisational measures to prevent unauthorised or unlawful processing of the Personal Data and the accidental loss or destruction of, or damage to, the Personal Data.

22.19 It is the responsibility of each **Party** to ensure that its staff members are appropriately trained to handle and process the Personal Data in accordance with applicable national data protection laws and guidance.

22.20 The **Data Processor** recognises that the **Data Controller** may be required to disclose information about the Agreement, the services provided by the **Data Processor** under the Agreement and the processing carried out under the Agreement. The **Data Processor** agrees to provide any reasonable assistance to the **Data Controller** as is necessary to enable the **Data Controller** to comply with its obligations.

22.21 The **Data Processor** is under a strict obligation to immediately notify and inform the **Data Controller** of any Data Security Breach and no later than within 24 hours of the Data Processor becoming aware of the breach. The **Data Processor** agrees to provide any reasonable assistance to facilitate the handling of any Data Security breach in a fast and compliant manner.

22.22 **The Parties** shall review the effectiveness of the processing of **Personal Data** under this Agreement every 12 months. The **Data Controller** may continue, amend or terminate the Agreement depending on the outcome of this review.

22.23 In the event of a dispute or claim brought by a **Data Dubject** or the Data Protection Authority concerning the processing of Personal Data against either or both parties, the Parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

22.24 The **Parties** agree to respond to any generally available non-binding mediation procedure initiated by a **Data Subject** or by the Data Protection Authority. The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

22.25 If Personal Data is stored or processed, the **Data Controller** shall specify the following information in the Services Order Form:

1. **Categories of data subject**

   - Staff including volunteers, agents, temporary and casual workers
   - Customers and clients
   - Suppliers
   - Members or supporters
   - Complainants, correspondents and enquirers
   - Relatives, guardians and associates of the data subject
   - Advisers, consultants and other professional experts
   - Patients
   - Students and pupils
   - Offenders and suspected offenders

2. **Types of Personal Data**

   - **Non sensitive personal data**:
     Personal details
     Family, lifestyle and social details
     Education and Training details
     Employment details
     Financial details
     Goods and Services provided

- **Sensitive personal data**
  - Racial or ethnic origin
  - Political opinions
  - Religious
  - Health condition
  - Sexual life
  - Membership of a trade union
  - Offences
  - Criminal proceedings or sentences

The **Data Controller** hereby certifies that he has received **explicit consent of the data subjects** for the **processing** of their **sensitive personal data.**

The **Data Controller** hereby certifies that the processing of the personal data is necessary for the performance of the contract with the data subject or for other purposes of **legitimate interests**.

The **Data Processor** hereby certifies that it has taken the necessary security measures to protect personal data from unauthorized access, disclosure or loss.