

## Part D – EU and UK Privacy Terms

### 1. About this Part

This Part D applies if the Services or the performance of our respective obligations under this Customer Contract involve the processing of any personal data (as defined in the GDPR) of, or sending Messages to, any individuals in the European Union. References in this Part to GDPR will to the extent necessary be deemed to be references to the equivalent laws of the United Kingdom (including the UK GDPR and the Data Protection Act 2018).

### 2. Privacy and Electronic Communications and E-Commerce

You warrant and undertake at all times to comply (and to ensure that your Staff and End Users also comply) with your obligations under the Privacy and Electronic Communications Regulations (EC Directive) 2003 and the Electronic Commerce (EC Directive) Regulations 2002 and you will adhere to the Consumer Best Practices Guidelines promulgated by the Mobile Marketing Association, if applicable to your messages.

### 3. Data Protection

- (a) The terms 'data subject', 'personal data', 'process', and 'supervisory authority' have the meanings given to them in the GDPR.
- (b) If a party is provided with, or has access to personal data in connection with the Services, it must comply with the GDPR and any other applicable law in respect of that personal data.
- (c) The subject matter of the processing by us shall be the performance of this Customer Contract. The nature and purpose of the processing shall be the provision of the Services. The duration of the processing shall be the duration of this Customer Contract.
- (d) We shall:
  - i. only process personal data on your behalf in accordance with, your instructions and for the purposes set out in this Customer Contract;
  - ii. implement appropriate technical and organisational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;
  - iii. ensure that any of our personnel engaged in the processing are subject to a duty of confidentiality;
  - iv. co-operate with you if you are required to deal or comply with any assessment, enquiry, notice or investigation by the Information Commissioner, to assist you in complying with such assessment, enquiry, notice or investigation;
  - v. notify you if we receive a request from a data subject for access to personal data, and shall provide you with reasonable co-operation and assistance in relation to any such request; and
  - vi. inform you without undue delay if at any time any personal data is or is suspected to be, lost, corrupted, used or disclosed to a third party except in accordance with this Customer Contract and provide reasonable assistance to you in relation to your obligation to notify data subjects or a supervisory authority.
- (e) You acknowledge that in providing the Services, personal data may be transferred outside the European Economic Area under your Customer Contract and each party undertakes to comply with its obligations under the Standard Contractual Clauses in Part E.
- (f) You warrant that you have provided a fair processing notice to End Users that notifies them of our processing activities and that where our processing of personal data on your behalf requires the consent of End Users, you have and will obtain this and provide us with evidence on request.

- (g) On termination of this Customer Contract, we shall delete all personal data that you have provided to us, unless we are required by law to retain it (in which case, we will not actively process it after the termination date).
- (h) You may, not more than once in any 12-month period and on giving at least 30 days' written notice, conduct an audit of our processing of personal data under this Customer Contract. We shall mutually agree on the scope, timing and duration of the audit. The audit shall exclude any personnel records and any data, systems and facilities which are subject to confidentiality obligations to third parties. You shall not be entitled to take copies of any information.