



# KnowledgePoint Data Privacy Terms

(where KnowledgePoint is Processor)

23<sup>rd</sup> May 2018

## KnowledgePoint



Certificate Number 2013  
ISO 9001 | 27001 | 14001



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[www.knowledgepoint.co.uk](http://www.knowledgepoint.co.uk)

The parties agree to comply with the data processing terms set out below.

## 1. DATA PROCESSING TERMS

### Interpretation

1.1 The following definitions apply in these data privacy terms:

**Subject Access Requests:** A Subject Access Request is a written, signed request from an individual to see information held on them.

**Customer Personal Data:** any information relating to a data subject received by KnowledgePoint from or on behalf of the data controller in connection with the performance of KnowledgePoint's obligations under this agreement.

**Controller:** has the meaning given to that term (or the term 'data controller') in the Data Laws.

**Data Breach:** any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Customer Personal Data.

**Data Laws:** The Data Protection Act 1998 and the General Data Protection Regulation, any amendment, replacement or re-enactment thereof, and any statutes or regulations made thereunder.

**Data Subject:** an identified or identifiable natural person.

**Processor:** has the meaning given to that term (or the term 'data processor') in the Data Laws.

**Sub-Processor:** another Processor engaged by KnowledgePoint for carrying out processing activities in respect of Customer Personal Data on behalf of the Customer.

1.2 These terms shall survive termination or expiry of this agreement and continue:

- (a) indefinitely in the case of clauses 1.1, 1.2 and 1.15; and
- (b) until 12 months following the termination or expiry of this agreement in the case of all other clauses of these terms.

### Controller and Processor

1.3 The parties acknowledge that the Customer is the Controller and KnowledgePoint is the Processor in respect of any Customer Personal Data.

1.4 KnowledgePoint shall process the Customer Personal Data:

- (a) in compliance with the obligations of Processors under the Data Laws;
- (b) by the terms of this agreement.

1.5 The Customer warrants that:

- (a) it shall comply with all Data Laws in connection with the processing of Customer Personal Data and the exercise and performance of its rights and obligations under this agreement;
- (b) all Customer Personal Data to be used in connection with the Services, before such data being provided to KnowledgePoint, shall comply in all respects with the Data Laws;
- (c) all instructions given by the Customer to KnowledgePoint in respect of the Customer Personal Data shall be in accordance with the Data Laws; and
- (d) it is satisfied that KnowledgePoint's processing operations are suitable to enable KnowledgePoint to process Customer Personal Data, and KnowledgePoint has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of the Data Laws.

1.6 Where KnowledgePoint processes Customer Personal Data on the Customer's behalf, KnowledgePoint shall:

- (a) process the Customer Personal Data only in accordance with the Customer's instructions (unless required to do otherwise by the Data Laws);



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- (b) notify the Customer if the Data Laws requires KnowledgePoint to process Customer Personal Data other than in accordance with the Customer's instructions; and
- (c) notify the Customer if KnowledgePoint believes that an instruction infringes the Data Laws.

## 1.7 KnowledgePoint's processing of Customer Personal Data shall consist of:

- (a) the fulfilment of orders placed by the customer day to day.
- (b) performing administrative day to day tasks relating to the management of the Customers Account and of their relevant Products & Services; correctly and accurately managing the billing of Products & Services; providing and maintaining access to online portals; processing and delivering Customer Service Functions (including Courier and Delivery management in line with Service Agreements); providing effective financial accounting management; recording and progressing customer queries or complaints;
- (c) relating to the following categories of personal data:
  - (i) name, title and contact information (including email address and telephone number);
  - (ii) account data (e.g. phone number, account number);
  - (iii) Customer Personal data (e.g. company name, location, address and postcode); and
  - (iv) Product information (e.g. Courier Service, Product and/or Service supplied);
- (d) relating to individuals who are employees of the Customer, or who are otherwise individuals authorised to act on behalf of the Customer;
- (e) which shall be processed for the duration of this agreement; and
- (f) for the purpose of providing support on the Products and Services in accordance with KnowledgePoint's contractual obligations, or the legitimate interests of KnowledgePoint including marketing of further relevant Products & Services.

## **Technical and organisational measures**

### 1.8 KnowledgePoint shall implement and maintain appropriate technical and organisational measures:

- (a) In relation to the processing of Personal Identifiable Data.
- (b) Appoint Sub-Processors only under a written contract containing materially the same obligations as in these terms.
- (c) Before onboarding SubProcessors, KnowledgePoint will conduct an audit of the security and privacy practices of SubProcessors to ensure SubProcessors provide a level of security and privacy appropriate to their access to data and the scope of the services they are engaged to provide. Once KnowledgePoint has assessed the risks presented by the SubProcessor, the SubProcessor is required to enter into appropriate security, confidentiality and privacy contract terms.
- (d) ensure that all the personnel authorised to process Personal Data are subject to binding written contractual obligations to keep the Personal Data confidential (except where disclosure is required in accordance with the applicable Laws).
- (e) KnowledgePoint has, and maintains, an information security policy for its personnel.
- (g) KnowledgePoint monitors a variety of communication channels for security incidents, and KnowledgePoint's security personnel will react promptly to known incidents.
- (h) Intrusion detection is implemented to provide insight into ongoing attack activities and provide adequate information to respond to incidents.

## **Using staff and other processors**



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1.9 KnowledgePoint shall:

- (a) appoint Sub-Processors only under a written contract containing materially the same obligations as in these terms; and
- (b) ensure that all KnowledgePoint personnel authorised to process Customer Personal Data are subject to binding written contractual obligations to keep the Customer Personal Data confidential (except where disclosure is required in accordance with the Data Laws).

### **Assistance with Customer's compliance and data subject rights**

1.10 KnowledgePoint shall refer all Access Requests it receives to the Customer without undue delay.

1.11 KnowledgePoint shall provide such reasonable assistance as the Customer reasonably requires (taking into account the nature of processing and the information available to KnowledgePoint) to the Customer in ensuring compliance with the Customer's obligations under Data Laws with respect to:

- (a) security of processing;
- (b) data protection impact assessments;
- (c) prior consultation with a supervisory authority regarding high-risk processing; and
- (d) notification to the supervisory authority and/or communications to data subjects by the Customer in response to a Data Breach; provided the Customer shall pay KnowledgePoint for providing the assistance on a time and materials basis in accordance with KnowledgePoint's then current standard hourly rates.

### **International data transfers**

1.12 The Customer agrees that KnowledgePoint may transfer Customer Personal Data of the type referred to in paragraph 1.7 to countries outside of the European Economic Area provided all such transfers shall (to the extent required by Data Laws) be protected by way of appropriate safeguards and be in accordance with the EU-US Privacy Shield and other Data Laws.

### **Records, information and audit**

1.13 KnowledgePoint shall, in accordance with Data Laws:

- (a) maintain written records of all categories of processing activities carried out on behalf of the Customer; and
- (b) make available to the Customer such information as is reasonably necessary to demonstrate KnowledgePoint's compliance with the obligations of Processors under Data Laws, and allow for and contribute to audits, including inspections, by the Customer for this purpose, subject to the Customer:
  - (i) giving KnowledgePoint reasonable prior written notice of such information request, audit and/or inspection being required by the Customer;
  - (ii) ensuring that all information obtained or generated by the Customer in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the supervisory authority or as otherwise required by applicable laws);
  - (iii) ensuring that such audit or inspection is undertaken during KnowledgePoint's normal business hours with minimal disruption to KnowledgePoint's or any Sub-Processor's business; and
  - (iv) paying KnowledgePoint for assisting with the provision of information and allowing for and contributing to inspections and audits on a time and materials basis in accordance with KnowledgePoint's then current standard hourly rates.

### **Breach notification**



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1.14 In respect of any Data Breach involving Customer Personal Data, KnowledgePoint shall promptly notify the Customer, and provide the Customer with details of the Data Breach.

## **Deletion or return of Customer Data**

1.15 KnowledgePoint shall, at the Customer's written request, either delete or return all the Customer Data to the Customer in such form as the Customer reasonably requests within a reasonable time after the earlier of:

- (a) the end of the performance of the relevant services; or
- (b) once processing by KnowledgePoint of any Customer Personal Data is no longer required for the purposes of this agreement; and KnowledgePoint shall delete existing copies (unless storage of any data is required by applicable laws, or unless KnowledgePoint is a Controller in relation to that data at the relevant time).



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