

**Data Protection Legislation:** The General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time in England and Wales, and then any successor legislation to the GDPR or the Data Protection Act 2018

## DATA PROCESSING AGREEMENT

### DEFINITIONS

“**Customer**” is the purchaser of the services from Namesco Limited.

“**Database Software**” is a software program or utility used for creating, editing and maintaining database files or records, such as (but not limited to) MySQL and MariaDB.

“**Logical Security**” the protection of computer software (“**Operating System**”) of Namesco Limited’s platform, including user identification and password access, authentication, access rights. These measures are to ensure that only authorised users are able to perform actions or access information on our platform.

“**Parties**” are Namesco Limited t/a names.co.uk (“names.co.uk”) together with the Customer.

“**Physical Security**” the protection of hardware, software, network and data from physical action and events that could cause serious loss or damage to Namesco Limited’s platform. This includes protection from fire, flood, natural disasters, theft and vandalism.

“**Software**” is defined as (but not limited to) WordPress, Magento, Spreadsheets, Documents, customers code.

### 1. DATA PROTECTION LEGISLATION

Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a parties’ obligations under the Data Protection Legislation.

### 2. ROLES

21 The parties acknowledge that for the purposes of the Data Protection Legislation, Namesco Limited t/a names.co.uk (“**names.co.uk**”) is the data processor.

22 This data processing agreement should be read in conjunction with names.co.uk’s acceptable use policy and terms and conditions.

23 The duration of the processing shall be from the date of the Customer’s acceptance of this agreement, until the agreement expires or terminates in accordance with the expiry or termination of the Customer’s services with names.co.uk.

24 The categories of Data Subjects are those whose personal data are provided or made available to names.co.uk by or on behalf of the Customer through the use or provision of the services purchased by the Customer (the “**Services**”) and shall exclude special categories of personal data or data relating to criminal convictions and offences.

25 Names.co.uk shall process the personal data for the Customer in accordance with article 4 no. 2 and article 28 of the GDPR.

### 3. NAMES.CO.UK RESPONSIBILITIES

- 31 Names.co.uk's responsibilities with regard to the processing of personal data provided by the Customer in its use of the Services is limited to providing adequate security measures to store the data uploaded by the Customer onto the hosting platform. Names.co.uk is responsible for the Physical Security of its platform, and the Logical Security of the Operating System and the Database Software which serves the Customer's database. Names.co.uk is not responsible for the security of the data however populated within such databases and/or hosting space by the Customer, or Software managed by the Customer and the access to the data that this has. This is the sole responsibility of the Customer.
- 32 Names.co.uk shall, in relation to any personal data processed in connection with the performance by names.co.uk of its obligations under this agreement:
- (i) process that personal data only on the written instructions of the Customer, unless names.co.uk is otherwise required to do so by the laws of any member of the European Union or by the laws of the European Union that apply to names.co.uk ("**Applicable Laws**"). Where names.co.uk is required by Applicable Laws to process personal data, names.co.uk shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prevent names.co.uk from notifying the Customer;
  - (ii) pursuant to article 32 of the GDPR, ensure that it has appropriate technical and organisational measures in place in order to protect against any unauthorised or unlawful processing of personal data, accidental loss or destruction of personal data, and damage being caused to personal data. Such measures are set out in appendix 1 of this agreement.
  - (iii) ensure only personnel required for the purposes of carrying out this agreement have access to, and that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
  - (iv) if the Customer is unable to access the relevant information, to assist the Customer, and in any event, at the Customer's cost, provide reasonable assistance in responding to any request from a supervising authority or a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - (v) notify the Customer on becoming aware of a personal data breach;
  - (vi) in accordance with names.co.uk's standard policies, delete, or return (at the Customer's cost) in a format determined by names.co.uk, personal data and copies thereof, on termination of the agreement, unless required by any Applicable Laws to continue to store the personal data; and
  - (vii) maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits to be carried out by the Customer, only so far as is necessary in order to demonstrate compliance, provided that the Customer (a) provides names.co.uk with no less than 30 days' notice of such audit or inspection; (b) refunds names.co.uk for all reasonable costs and expenses that it incurs as a result of any such audit or inspection (c) both parties agree the scope, duration and purpose of such audit or inspection. If the Customer becomes privy to any Confidential Information of names.co.uk as a result of this clause, the Customer shall hold such Confidential Information in confidence and, unless required by law, not make the Confidential Information available to any third party, or use the Confidential Information for any other purpose. The Customer acknowledges that names.co.uk shall only be required to use reasonable endeavours to assist the Customer in procuring access to any third party assets, records or information as part of any audit; and
  - (viii) to provide a list of sub-processors engaged to full Services by sending an email request to dc@names.co.uk.

#### 4. THE CUSTOMER'S RESPONSIBILITIES

- 4.1 The Customer acknowledges that names.co.uk has no knowledge of the type/content of any personal data received, stored, or transmitted to names.co.uk platform, by using the Services.
- 4.2 If names.co.uk believes or becomes aware that its processing of Customer personal data is likely to result in a high risk to the data protection rights and freedoms of Data Subjects, it shall inform the Customer and provide reasonable cooperation to the Customer (at the Customer's expense) in connection with any data protection impact assessment that may be required under Applicable Data Protection Law.
- 4.3 In respect of personal data which the Customer receives, stores, or transmits using the Services, the Customer:
- (i) will ensure, and warrants that, it has all necessary and appropriate consents and notices in place to lawfully transfer the personal data to names.co.uk, for the duration and purposes of this agreement;
  - (ii) undertakes that its use of the Services for processing personal data will each (i) comply with privacy laws or regulations applicable to its Processing of Customer Personal Data, (ii) not cause names.co.uk to infringe Applicable Data Protection Law. The Customer will ensure that it has all necessary consents, notices and other requirements in place to enable lawful processing of the Customer personal data by names.co.uk for the duration and purposes of this agreement;
  - (iii) shall, unless otherwise provided for in the agreement, be solely responsible for the legality, confidentiality, integrity, availability, accuracy and quality of all data it processes;
  - (iv) shall be solely responsible for ensuring the safety and security of all the data it controls and processes. The Customer warrants it has relevant and appropriate security measures in place to adequately protect the personal data it collects/processes. The Customer must verify the adequacy of names.co.uk's security measures as appropriate for the type of personal data the Customer collects/processes and stores on names.co.uk's platform. The Customer should refer to the Acceptable Use Policy to ensure it is not in breach of names.co.uk's terms and conditions.
  - (v) is solely responsible for responding to any request from a data subject and in ensuring its own compliance with its obligations under Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - (vi) shall indemnify names.co.uk against any claims, actions, liabilities, proceedings, direct losses, damages, expenses, fines and costs (including without limitation court costs and reasonable legal fees) incurred by names.co.uk as a direct result of any negligence, wilful misconduct, or breach of the Data Protection Legislation of the Customer.

#### 5. THIRD PARTY PROCESSING

- 5.1 The Customer grants names.co.uk the authorisation to appoint (and permit each third party processor appointed in accordance with this section 5) third party sub-processors in accordance with this section 5.
- 5.2 Names.co.uk may appoint alternative third party processors to provide materially like for like services to the Customer as part of the Services subject to: (a) names.co.uk entering into a written agreement with such third party processor incorporating terms which are substantially similar to those set out in this agreement; and (b) such third party processor being able to demonstrate at least as high a standard of service quality and compliance to the previously appointed third party processor.



- 53 The Customer agrees to names.co.uk giving any such sub-processors access to the Customer's details so that names.co.uk can deliver the Services under the agreement. The Customer further agrees that those sub-processors may be based outside of the country in which the Customer has chosen to store Customer Personal Data, subject to names.co.uk taking steps to ensure transfer protections are in place if transfers are made to those sub-processors. Names.co.uk requires that its sub-processors maintain security and data protection practices that are consistent with the agreement.

## **6. GOVERNING LAW**

This Addendum and any dispute or claim arising out of or in connection with it, or its subject matter or formation, including non-contractual disputes or claims, shall be governed by, and construed in accordance with the laws of England and Wales. The parties agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute, whether contractual or non-contractual, arising from or in connection with the Addendum.

## **7. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

## Appendix 1 - Technical and Organisational Measures in Accordance with Article 32 GDPR

### 1 Confidentiality

#### 1.1 Building Security & Access Control:

1.1.1 Names.co.uk has external and internal CCTV systems, with a dedicated security team manned 24x7, 365. All members of this team are vetted to the SIA and BS7858 standards.

1.1.2 Names.co.uk has an ANPR entrance system; access fob tags for all doors in and out of the building together with a retina scanner and secure entrance man trap access systems for all external/customer to site. This only applies to names.co.uk Data Centre.

### 2 Electronic Access Control

#### 2.1 For self-managed dedicated / VPS / Cloud servers, colocation servers and customer solution servers:

2.1.1 Server root passwords are only known to names.co.uk, either at initial deployment of the server or when the Customer has provided names.co.uk with the details in order to assist with troubleshooting. Names.co.uk do not hold Customer passwords. It is the Customer's responsibility to ensure passwords are secure and changed when required.

#### 2.2 For Managed dedicated / VPS / Cloud servers:

2.2.1 Server root passwords are only known to names.co.uk. Passwords are restricted to authorised staff and controlled using authentication systems such as LDAP, Radius and cryptographic key. Customers have access to the server using a third party control panel.

#### 2.3 For Control Panel / Web Hosting (FTP/SFTP):

2.3.1 Server root passwords are only known to names.co.uk. Passwords are restricted to authorised staff and controlled using various authentication systems such as LDAP, Radius and cryptographic key. Customers have access to the server using a third party control panel.

2.3.2 Before Customer account access is enabled via the Online Control Panel, unique usernames and passwords need to meet names.co.uk's minimum-security requirements and passwords are encrypted. Names.co.uk only stores Customer's passwords in an encrypted format.

2.3.3 Customer account access is limited by IP range/country and login frequency, which can be managed in the Security Settings section of the Customer's Online Control Panel.

2.3.4 Where Customers upload using FTP, Customers can also control access via IP and set time limits via the Online Control Panel.

#### 2.4 For Web Site (Builder, Ecommerce or Build Me A Website):

2.4.1 All Customer passwords are encrypted and only known to the Customer.

#### 2.5 For mailboxes:

2.5.1 All Customer passwords are encrypted and only known to the Customer.

### **3 Internal Access Control**

- 3.1 For self-managed dedicated / VPS / Cloud servers, colocation servers and customer solution servers:
  - 3.1.1 The responsibility of access control is with the Customer.
- 3.2 For Managed dedicated / VPS / Cloud server:
  - 3.2.1 Names.co.uk shall prevent unauthorised access by applying necessary security updates regularly. It is the Customer's responsibility to ensure that they restrict to whom they provide access.
  - 3.2.2 Names.co.uk shall ensure access is restricted to only those employees that need to access the system in order to perform their duties within the organisation.
- 3.3 For Control Panel / Web Hosting (FTP/SFTP):
  - 3.3.1 Names.co.uk provides necessary tools within its Control Panel for the Customer, so that the Customer can restrict where the account can be accessed from. This can be managed in the Security Settings section of the Customer's Online Control Panel.
  - 3.3.2 The Customer can control where they access FTP via IP and set time limits via their Online Control Panel.
  - 3.3.3 Names.co.uk shall ensure access is restricted to only those employees that need to access the system in order to perform their duties within the organisation
- 3.4 For Web Site (Builder, Ecommerce or Build Me A Website):
  - 3.4.1 Names.co.uk shall ensure access is restricted to only those employees that need to access the system in order to perform their duties within the organisation.
- 3.5 For Mailboxes:
  - 3.5.1 The responsibility of access control is with the Customer.
  - 3.5.2 Names.co.uk shall ensure access is restricted to only those employees that need to access the system in order to perform their duties within the organisation.

### **4 Transfer Control**

- 4.1 For Control Panel / Web Hosting / Web Site Builder, Ecommerce or Build Me A Website / mailboxes:
  - 4.1.1 When a Customer's service is not renewed and/or is cancelled with names.co.uk, the Customer's hosting and data stored on the hosting account is deleted including but not limited to any databases Customers have created for use with the Service. It is the Customer's responsibility to delete any data from their hosting space, databases or servers before expiry of their Service term.
- 4.2 For self-managed dedicated / VPS / Cloud servers, colocation servers and Customer solution servers:
  - 4.2.1 When a Customer ends their rental agreements with names.co.uk, we ensure that the server is delegated into our cancellation delegation where we securely shred the data on the disks.
- 4.3 For Managed dedicated / VPS / Cloud servers:

4.3.1 When a Customer ends their rental agreement with names.co.uk, the server is delegated into the cancellation delegation where the data is securely shredded on the disks.

4.4 Failed disks out of warranty / disks older than 3 years:

4.4.1 Failed disks and disks older than three years are removed. Names.co.uk use an external company who attend the Data Centre to securely punch holes in each drive on site. These are then removed from site for secure shredding externally.

## **5 Isolation Control**

5.1 For Control Panel / Web Hosting / Web Site Builder, Ecommerce or Build Me A Website / mailboxes:

5.1.1 The Customer is responsible for Isolation control.

5.2 For self-managed dedicated / VPS / Cloud servers, colocation servers and customer solution servers:

5.2.1 The Customer is responsible for Isolation control.

5.3 For Managed dedicated / VPS / Cloud servers:

5.3.1 Data shall be physically or logically isolated.

5.3.2 Backups of the data shall also be performed using a similar system of physical and logical isolation.

## **6 Pseudonymisation**

6.1 For names.co.uk's internal system:

6.1.1 Names.co.uk will ensure that all non-production systems have pseudonymised data.

6.2 For Control Panel / Web Hosting / Web Site Builder, Ecommerce or Build Me A Website / mailboxes:

6.2.1 The Customer is responsible for pseudonymisation.

6.3 For self-managed dedicated / VPS / Cloud servers, colocation servers and customer solution servers:

6.3.1 The Customer is responsible for pseudonymisation.

6.4 For Managed dedicated / VPS / Cloud servers:

6.4.1 The Customer is responsible for pseudonymisation.

## **7 Integrity**

7.1 Data Transfer Control:

7.1.1 Names.co.uk's employees are trained to ensure that personal data is handled in accordance with appropriate data protection regulations.

7.1.2 Data will be removed in accordance with names.co.uk's Data Retention Policy, when a Customer's contract is not renewed or cancelled.

7.1.3 The Customer is responsible for ensuring that the data transmitted is encrypted.

## **8 Data Entry Control**

8.1 For names.co.uk's internal system managing data collection:

8.1.1 Data is entered or collected by the Customer.

8.1.2 Changes in data are logged in the appropriate names.co.uk system.

8.2 For Control Panel / Web Hosting / Web Site Builder, Ecommerce or Build Me A Website / mailboxes:

8.2.1 The Customer is responsible for input control. Data is entered or collected by the Customer.

8.3 For self-managed dedicated / VPS / Cloud servers, colocation servers and customer solution servers:

8.3.1 The Customer is responsible for input control. Data is entered or collected by the Customer.

8.4 For Managed dedicated / VPS / Cloud servers:

8.4.1 The Customer is responsible for input control. Data is entered or collected by the Customer.

## **9 Availability and Resilience (Article. 32 Para.1 Clause b GDPR)**

9.1 For names.co.uk's internal system:

9.1.1 Daily backups of all relevant data realigned for fulfilment of the Services

9.1.2 Employment of security measures (virus scanning, firewalls, encryption of data only where appropriate, spam filters).

9.1.3 Employment of Raid protection on all relevant servers.

9.1.4 Monitoring of all relevant servers.

9.1.5 DDoS protection.

9.1.6 Data Centre power protection (Generators & UPS).

9.2 For Control Panel / Web Hosting / Web Site Builder, Ecommerce or Build Me A Website / mailboxes:

9.2.1 The Customer is responsible for their own Data backups. Where customer purchases a backup product, names.co.uk shall provide the tools for a Customer to ensure they have setup the backup routine. Customer backups are onsite.

9.2.2 Names.co.uk will ensure that DDoS protection is in place for names.co.uk's systems.

9.2.3 Names.co.uk is in control of Data Centre power protection (Generators & UPS).

9.3 For self-managed dedicated / VPS / Cloud servers, colocation servers and customer solution servers:

9.3.1 The Customer is responsible for their own Data backups. Where the Customer purchases a backup product, names.co.uk shall provide the tools for Customer to ensure they have setup the backup routine.



- 9.3.2 The Customer should employ software firewalls and restrict ports.
- 9.3.3 Names.co.uk will ensure that DDoS protection is in place for its systems. If the Customer is experiencing a DDoS, the Customer can pay for DDoS protection to ensure their service remains online.
- 9.3.4 Names.co.uk is in control of Data Centre power protection (Generators & UPS).
- 9.4 For Managed dedicated / VPS / Cloud servers:
  - 9.4.1 The Customer is responsible for their own Data backups. Where a customer purchases a backup product, names.co.uk shall provide the tools for Customer to ensure they have setup the backup routine.
  - 9.4.2 The Customer should employ software firewalls and restrict ports.
  - 9.4.3 Names.co.uk will ensure that DDoS protection is in place for its systems. If the Customer is experiencing a DDoS, the Customer can pay for DDoS protection to ensure their service remains online.
  - 9.4.4 Names.co.uk is in control of Data Centre power protection (Generators & UPS).
- 9.5 For rapid recovery measures (Article 32 Para. 1 Clause c GDPR):
  - 9.5.1 Names.co.uk has a defined escalation chain which is followed in the event of known issues in order to address the issues promptly.
- 10 Procedure for regular testing, assessments and evaluation (Article. 25 Para.1 GDPR)**
  - 10.1 Names.co.uk has a DIMS (Data Protection Information Security Management System).
  - 10.2 Names.co.uk has Incident response policies.
  - 10.3 As per Article. 25 Para. 2 GDPR, data protection default settings are taken into account for names.co.uk software development.
  - 10.4 Contract / Agreement Control:
    - 10.4.1 Names.co.uk's terms and conditions, along with the Privacy Policy outlines the scope of our data processing and use of Customers' personal data.
    - 10.4.2 Names.co.uk has appointed a Data Protection Officer and Information Security Officer.