

DATA PROCESSING TERMS AND CONDITIONS

These Data Processing Terms and Conditions apply in respect of Personal Data that we process on behalf of Customers who purchase the Powwownow Premium Service. Please read these Data Processing Terms and Conditions in conjunction with the General Terms and Conditions and the Premium Service Additional Terms and Conditions. Customers must agree to these Data Processing Terms and Conditions before we begin providing the Powwownow Premium Service.

Please note that while we may be a processor of some categories of Personal Data under the Data Protection Laws, we will be a controller with respect to other categories. The categories with respect to which we are a controller include call record data, transaction data, customer relationship data, service communications data, email marketing data, social media data and website usage data. These Data Processing Terms and Conditions do not apply where we act as a controller. A copy of our privacy policy, which provides information about our activities as a controller, is available at: <https://www.powwownow.co.uk/privacy>.

The purpose of these Data Processing Terms and Conditions is to ensure the protection and security of personal data processed on behalf of data controller by data processor in accordance with the General Data Protection Regulation and applicable national data protection laws of the EU/EEA Member States.

1. Definitions

“Affiliates” means affiliates, and subsidiaries, meaning a corporation or other entity of which a party owns, either directly or indirectly, more than fifty percent (50%) of the stock or other equity interests;

“Customer” / “You” means the entity which is a party to these Data Processing Terms and Conditions and to the PWN Premium Service Agreement and that shall be deemed the Data Controller for purposes of these Data Processing Terms and Conditions;

“Data Controller” means a natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of personal data;

“Data Processor” means a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the Data Controller;

“GDPR” means Regulation (EU) 2016/679;

“Personal Data” means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;

“PWN” means Via-Vox Ltd, trading as Powwownow, with legal address at Vectra House, 36 Paradise Road, Richmond TW9 1SE, United Kingdom, which shall be deemed the Data Processor for purposes of these Data Processing Terms and Conditions;

“PWN Premium Service Agreement” means the separate services agreement between PWN and the Customer for the provision of conferencing services and collaboration solutions as part of the Powwownow Premium Service;

“Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;

“Services” means the services provided by PWN under the PWN Premium Service Agreement;

“Sub-processor” means any Data Processor engaged by PWN hereunder.

2. Processing

2.1 Appendix 1 to these Data Processing Terms and Conditions sets out the details of the subject matter, nature and purpose of the data processing to be carried out by the Data Processor and the type of

personal data and categories of data subjects. The duration of the processing will be for so long as PWN provides Services to Customer.

- 2.2 PWN agrees that, in so far as Customer is the Data Controller for PWN's Personal Data Processing activities, PWN shall:
- 2.2.1 Process Personal Data (and transfer Personal Data) only in accordance with Customer's written instructions and in order to perform its obligations under this Agreement and not Process any Personal Data for any other purpose. These Data Processing Terms and Conditions and the PWN Premium Service Agreement are Customer's complete and final instructions to Data Processor for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon, and may be charged for, separately. The Customer accepts that the following all amount to instructions by the Customer to process Personal Data: (a) processing in accordance with the PWN Premium Service Agreement and applicable Order Form(s); and (b) processing initiated by users of the Services. PWN shall immediately inform the Customer if, in its opinion, an instruction from Customer infringes the GDPR or other European Union or Member State data protection provision;
 - 2.2.2 not disclose any Personal Data supplied by Customer to any other third party (other than as may be strictly necessary in the provision of the Services) without Customer's prior written consent (such consent to not be unreasonably withheld or delayed), except where PWN is required by European Union or Member State law to make such disclosure, in which case PWN shall inform the Customer of that requirement before disclosure, unless PWN is prohibited by law, on important grounds of public interest, from notifying the Customer;
 - 2.2.3 take all appropriate technological, physical and organisational measures to ensure a level of security of the Personal Data, appropriate to the risk, as set out in Appendix 2;
 - 2.2.4 ensure that persons authorised to process Personal Data have committed to confidentiality obligations or are under an appropriate statutory obligation of confidentiality;
 - 2.2.5 notify the Customer, without undue delay, once PWN becomes aware of a Personal Data breach and assist the Customer in meeting its obligations under articles 32 and 33 of the GDPR;
 - 2.2.6 taking into account the nature of the processing, to assist the Customer, taking into account the information available to PWN, in ensuring compliance with the Customer's obligations pursuant to articles 32 and 34 to 36 of the GDPR (to ensure a level of security of the Personal Data appropriate to the risk and, where applicable, to notify personal data breaches to the supervisory authority/data subjects, to carry out data protection impact assessments and to consult the supervisory authority prior to processing)
 - 2.2.7 provide to the Customer reasonable assistance including by such technical and organisational measures, insofar as is possible, to comply with its obligations pursuant to articles 12 to 23 including any data subject access request; and
 - 2.2.8 provide the Customer, upon request, with any information and/or support which is necessary for the Customer to demonstrate that it has complied with its obligations under article 28 of the GDPR, including allowing for and contributing to audits or inspections carried out by the Customer and/or by a third party appointed by the Customer. In the event that the Customer wishes to undertake an Audit, the Customer may contact PWN in accordance with the "Notices" Section of the PWN Premium Service Agreement to request this and Customer shall bear the entire costs of such Audit. Before the commencement of any such Audit, Customer and PWN shall agree upon the scope, timing, and duration of the Audit, in addition to the reimbursement of the Audit costs for the time spent by PWN, and reasonable confidentiality obligations for Customer and any third party appointed by Customer. Customer shall promptly notify PWN with information regarding any non-compliance discovered during the course of an Audit.

3. Sub-processors

Customer acknowledges and agrees that PWN may engage third-party Sub-processors in connection with the provision of the Services. The specific Powwownow third party processors of Customer Personal Data are listed on the following page, as updated from time to time: <https://www.powwownow.co.uk/privacy/vendors>.

- 3.1 For the avoidance of doubt this Section 3 shall not apply in cases where PWN subcontracts ancillary services to third parties without having access to Personal Data; such ancillary services are not considered Data Processing.
- 3.2 PWN shall be liable for the acts and omissions of its Sub-processors to the same extent as it would be liable if it performed the services of each Sub-processor directly under the terms of these Data Processing Terms and Conditions, unless otherwise set forth in the PWN Premium Service Agreement.
- 3.3 PWN shall ensure that it imposes the same obligations on any Sub-processor as are imposed on it under these Data Processing Terms and Conditions.
- 3.4 PWN shall notify Customer at least ten (10) Business 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 Customer may terminate the PWN Premium Service Agreement on 5 Business Days' written notice to Powwownow, providing that such notice must be given within the period of 5 Business Days following the date that Powwownow informed the Customer of the intended changes.

4. Term

These Data Processing Terms and Conditions shall become effective as part of the Premium Service Agreement. Its duration shall depend on the duration of the PWN Premium Service Agreement. Termination of the PWN Premium Service Agreement shall therefore automatically result in termination of these Data Processing Terms and Conditions.

5. Return and deletion of Customer data

On termination of the PWN Premium Service Agreement, Personal Data must be returned to Customer or deleted, at Customer's option. In no event shall PWN be required to return or delete data that (a) is retained for back-up purposes which PWN shall delete in accordance with its usual policy for back-ups, or (ii) is required to retain in order to comply with applicable European Union or Member State law (including a court order or regulatory order).

6. Right of data subjects

PWN will not independently respond to requests from Customers' end users without Customer's prior written consent, except where required by applicable law.

7. Limitation of liability

If Customer submits any sensitive data, it does so at its own risk and it agrees to take responsibility for the consequences of that submission, and Customer shall indemnify and hold harmless PWN against any costs, liability, damages, loss, claims or proceedings which may arise out of your failure to abide by this condition.

8. Legal effect

These Data Processing Terms and Conditions are between Customer and PWN and is governed by the law specified in the PWN Premium Service Agreement and subject to the jurisdiction of the courts specified in that agreement.

Appendix 1: DESCRIPTIONS OF DATA PROCESSING AND CATEGORIES OF DATA

Subject matter, nature and purpose of the processing

The personal data will be processed for the purpose of providing the Services to Customer under the PWN Premium Service Agreement.

The subject matter and nature of the processing are: retrieval, access, transmission, recording and storage in the course of providing support for the Services.

Data subjects

The Customer shall only supply to PWN, and PWN shall only process, in each case under this Data Processing Agreement, the Personal Data of data subjects falling within the following categories:

- (a) the employees, subcontractors and agents of the Customer; and
- (b) other persons who use PWN's service and whose Personal Data is recorded by the Customer using the Powwownow Premium Service.

Categories of data

The Customer shall only supply to PWN, and PWN shall only process, in each case under this Data Processing Agreement, Personal Data of the following types:

- (a) account data (email addresses and passwords, account settings, individual names, PINs);
- (b) set-up data (dial-in numbers, conferencing URLs, PINs);
- (c) call content data (call content, including voice content, video, text communications and shared screens);
- (d) call recording data (call content, including voice content, video, text communications and shared screens);
- (e) support data (individual names, email addresses, telephone number, support ticket content).

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

It is not anticipated that special categories of data are processed by PWN.

Appendix 2: SECURITY MEASURES

Description of the technical and organisational security measures implemented by PWN:

1 Access control to premises and facilities

Measures implemented to prevent unauthorized physical access to premises and facilities holding personal data:

- Access control system
- (Issue of) keys
- Door locking (electric door openers etc.)
- Visitor Logging of facility exits/entries

1. Access control to systems

Measures implemented to prevent unauthorized access to IT systems. These include the following technical and organizational measures for user identification and authentication:

- Password procedures (incl. special characters, minimum length, forced change of password)
- No access for guest users
- Management of system access
- Access to IT systems subject to approval from business management and IT system administrators

2. Access control to data

Measures implemented to prevent authorized users from accessing data beyond their authorized access rights and prevent the unauthorised [input, reading, copying, removal] modification or disclosure of data:

- Differentiated access rights by role
- Access rights defined according to duties
- Automated log of user access via IT systems
- Measures to prevent the use of automated data-processing systems by unauthorised persons using data communication equipment

3. Disclosure control

Measures implemented to prevent the unauthorized access, alteration or removal of data during transfer, and to ensure that all transfers are secure:

- Encryption using a VPN or SSL/TLS for remote access, transport and communication of data.
- Prohibition of portable media

4. Input control

Measures implemented to ensure all data management and maintenance is logged:

- Logging user activities on IT systems
- Ensure that it is possible to verify and establish which personal data have been input into automated data-processing systems and when the data were input;

5. Job control

Measures implemented to ensure that data is processed in compliance with the data importer's instructions:

- Unambiguous wording of contractual instructions
- Fulfilment of instructions by proper design of processes and procedures.

6. Availability control

Measures implemented to ensure that data are protected against accidental destruction or loss:

- Ensuring that installed systems may, in the case of interruption, be restored
- Ensure systems are functioning, and that faults are reported
- Uninterruptible power supply (UPS)
- Business Continuity procedures
- Remote storage of backups of personal data
- Anti-virus/firewall systems

7. Segregation control

Measures implemented to allow data collected for different purposes to be processed separately:

- Restriction of access to data stored for different purposes according to staff duties.
- Segregation of business IT systems
- Segregation of IT testing and production environments

Important: PWN does not require nor request nor protect in any special way any sensitive personal data for providing the Services and PWN does not monitor the content of the information that you transmit through the Services. Please do not submit any sensitive personal data (e.g. government-issued identification numbers; financial information (such as credit or debit card numbers, any related security codes or passwords, and bank account numbers), information related to an individual's physical or mental health; racial or ethnic origin, professional, trade association or trade unions and/ or as provided under applicable laws ("Sensitive Data").