

Techdeck Data Protection Agreement

1. About this Agreement

- 1.1 Scope: This Data Protection Agreement (“DPA”) governs the processing of Personal Data by us and you in relation to the Tech Deck Platform and our services. This DPA is incorporated by reference to our Terms and Conditions.
- 1.2 Priority of terms: In the event of a conflict of terms in relation to data protection, this document shall prevail.

2. Definitions

2.1 Defined terms in this DPA:

Controller Personal Data means any Personal Data that is Processed by a party in connection with its provision or use of the Tech Deck Platform.

Data Protection Laws means the GDPR and any applicable laws, regulations and other legal requirements relating to the privacy, security or Processing of Personal Data.

Data Subject Request means a request to exercise that Data Subject’s rights under applicable laws.

GDPR means Regulation (EU) 2016/679 of the European Parliament and the Council as implemented in the United Kingdom by the Data Protection Act 2018.

Restricted Transfer means the transfer of Personal Data to a Third Country.

Third Country means a jurisdiction other than a jurisdiction in the European Economic Area (“EEA”).

2.2 GDPR defined terms. Each of the terms **Controller, Data Subject, Personal Data, Personal Data Breach, Processing, Processor, Restricted Transfer and Supervisory Authority** has the meaning contained in the GDPR.

2.3 Interpretation – Any reference to a legal framework, statute, regulation or legislative enactment is a reference to it as amended or replaced from time to time.

3. Data Processing

- 3.1 Independent Controllers. Each Party agrees that it:
 - 3.1.1 is an independent controller of Controller Personal Data under the GDPR, which individually determines the purposes and means of its Processing of such data;
 - 3.1.2 Will comply with the GDPR regarding its Processing of Controller Personal Data;
 - 3.1.3 Will implement technical and operational measures sufficient to ensure the security of Controller Personal Data.

4. Data Processors

- 4.1 Use of Processors – Each party agrees that it shall only appoint a Processor in relation to Controller Personal Data if it considers, after making reasonable enquiries, that the Processor shall provide the level of protection of Controller Personal Data required by the GDPR and this document;

- 4.2 Processor requirements – Each party agrees that it shall only appoint a Processor in relation to Controller Personal Data if that Processor has agreed in writing to:
 - 4.2.1 implement adequate technical and organisational measures to ensure a level of Personal Data security consistent with the requirements of Article 32(1) GDPR;
 - 4.2.2 Reasonably limit access to Controller Personal Data to individuals who need access to enable the Processor to provide its services to that party;
 - 4.2.3 Only carry out Restricted Transfers on terms equivalent to section 5 (Data Transfers);
 - 4.2.4 Reasonably assist that party in meeting its obligations under this DPA and the GDPR;
 - 4.2.5 Protect confidentiality on terms equivalent to those set out in any of our other terms.

5. Data Transfers

- 5.1 Restricted Transfers – A party may only carry out a Restricted Transfer if either:
 - 5.1.1 the Third Country is recognised by the EC as providing adequate data protection;
 - 5.1.2 It has implemented adequate safeguards for the purposes of the GDPR;
 - 5.1.3 A valid exemption to, or exemption or derogation from the GDPR conditions for Restricted Transfers applies to the transfer.
- 5.2 SCCs – The SCCs are incorporated by reference to this document. Without restricting a party's obligations under 5.1 above, each party agrees that:
 - 5.2.1 it will be treated as executing the applicable SCCs;
 - 5.2.2 The SCCs shall apply to a Restricted Transfer; and
 - 5.2.3 A Data Subject shall be a third party beneficiary under the SCCs.

6. Data Subjects

6.1 Required measures – Each party shall implement technical and organisational measures that are sufficient to enable it to respond to a Data Subject Request with respect to Controller Personal Data as required by the GDPR.

6.2 Co-operation – Each party shall promptly notify another party if it receives a relevant Data Subject Request with respect to Controller Personal Data and co-operate in reasonably responding to that Data Subject Request as required by the GDPR.

7. Personal Data Breach

7.1 Notification of breach – Each party shall promptly notify any relevant party if it becomes aware, or is notified by a Processor, of any Personal Data Breach affecting Controller Personal Data. The notice shall provide information reasonably required by the other party to meet its reporting obligations, including:

- 7.1.1 the circumstances of the Personal Data Breach;
- 7.1.2 Categories and numbers of Data Subjects and Personal Data records concerned; and
- 7.1.3 The measures taken or proposed to be taken to address the Personal Data Breach.

7.2 Co-operation – The parties shall reasonably co-operate in mitigating and remedying any Personal Data Breach.

8. Audit



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- 8.1 Supervisory Authority – if a Supervisory Authority carries out an audit or investigation of a party’s Processing facilities in relation to Controller Personal Data, the parties shall, at their own cost, reasonably co-operate and assist in relation to relevant enquiries.

9. Contact Information

- 9.1. You may contact us by email about this document at support@techdeck.io