

Commencing at Midnight at the start of 25 May 2018

## Data Processing Agreement & Summary

**Data Protection Legislation:** the Data Protection Act 1998 (“**DPA**”) until 25 May 2018; (ii) in substitution for the DPA from 25 May 2018, the General Data Protection Regulation ((EU) 2016/679) (“**GDPR**”) unless and until the GDPR is no longer directly applicable in the UK and/or any other relevant jurisdiction in the European Union, together with any national implementing laws, regulations and secondary legislation as amended or updated from time to time in the UK, Guernsey and/or any other relevant jurisdiction in the European Union; and (iii) any successor legislation to the GDPR and the DPA.

### 1. Data Protection

- a) Each party shall comply with applicable requirements of the Data Protection Legislation. This clause 1 is in addition to and does not replace a party's obligations under the Data Protection Legislation. The terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "process" and "processing" have the meanings prescribed in the Data Protection Legislation.
- b) For the purposes of the Data Protection Legislation, the Customer is the Data Controller and 767 Media T/A seven67.com is the Data Processor.
- c) 767 Media T/A seven67.com shall:
  - i) process Personal Data only on instructions of the Customer. The Customer shall initiate instruction via 767 Media T/A seven67.com's portal or API, which shall constitute instruction to 767 Media T/A seven67.com to process Personal Data to the extent necessary to provide the services pursuant to the Terms of Service (located at [seven67.com/docs/terms\\_of\\_service.pdf](https://seven67.com/docs/terms_of_service.pdf)). If 767 Media T/A seven67.com is required by any applicable laws to process Personal Data it shall, to the extent legally permitted, notify the Customer before doing so;
  - ii) have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of, accidental loss or destruction of or damage to Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected;
  - iii) ensure that personnel who have access to or process Personal Data keep the Personal Data confidential and 767 Media T/A seven67.com shall remain liable to the Customer for any failure by personnel to do so;
  - iv) subject to clause 1.d, not transfer Personal Data outside of the European Economic Area without the prior written consent of the Customer and 767 Media T/A seven67.com shall ensure that the transfer is made in accordance with the Data Protection Legislation and that the organisations to which the Personal Data is transferred ensure an adequate level of protection;
  - v) assist the Customer to respond to any request from a Data Subject and to comply with the Customer's obligations under the Data Protection Legislation;
  - vi) notify the Customer without undue delay of a Personal Data breach (which has the meaning given to it in the Data Protection Legislation);

- vii) at the written direction of the Customer, delete or return Personal Data to the Customer on termination of this agreement unless 767 Media T/A seven67.com is required by law to store the Personal Data. The parties agree that at the end of the retention period, 767 Media T/A seven67.com shall automatically delete all Personal Data it processes on behalf of the Customer unless otherwise requested in writing by the Customer. If the parties agree, in accordance with the terms of the Terms of Service, that 767 Media T/A seven67.com shall encrypt the Personal Data, the parties shall agree the additional fees payable to 767 Media T/A seven67.com for encryption in accordance with the terms of the Master Services Agreement; and
  
- viii) maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Customer or the Customer's designated auditor, provided that the Customer shall provide reasonable notice of any audit it wishes to carry out. 767 Media T/A seven67.com shall immediately inform the Customer if, in its opinion, an instruction from the Customer infringes the Data Protection Legislation.
  
- d) Without prejudice to clause 1.e, if 767 Media T/A seven67.com wishes to appoint a third party processor, it shall seek prior written consent from the Customer. The Customer agrees that 767 Media T/A seven67.com shall only be required to seek general authorisation from the Customer and shall not be required to identify the third party processors. The Customer further agrees that clause 1.e constitutes prior general authorisation for the purposes of this clause 1.d. 767 Media T/A seven67.com shall inform the Customer if it intends to change or replace a third party processor (although the Customer agrees that 767 Media T/A seven67.com shall not be required to identify either the existing or the replacement processor) so that the Customer has the opportunity to object to such changes, provided any such objections are made reasonably and in good faith.
  
- e) Notwithstanding clause 1.d, the Customer consents to 767 Media T/A seven67.com transferring Personal Data to mobile networks, aggregators and hosting providers in order to provide the services pursuant to the Master Services Agreement. Where such mobile networks, aggregators and hosting providers are located outside the EEA, 767 Media T/A seven67.com shall only transfer Personal Data to such mobile network, aggregator or hosting provider where there are appropriate safeguards in place in line with clause 1.c.iv above.