

Data Processing Agreement



Beachshore Design Limited
St Augustine's Business Centre
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This Data Processing Agreement ("DPA") is an addendum to the Terms & Conditions between **Beachshore Design Limited** ("Beachshore") and you ("Customer"). The DPA will be effective and replace any previously applicable data processing and security terms as from 25th May 2018 and will continue for as long as Beachshore provides the services as set out in the Beachshore Design Limited Terms & Conditions.

Definitions

"**Customer Data**" means data provided by or on behalf of Customer or Customer End Users via the Services.

"**Data Controller**" means the entity that determines the purposes and means of the processing of Personal Data.

"**Data Processor**" means the entity that processes Personal Data on behalf of the Data Controller.

"**Data Protection Laws**" means all data protection and privacy laws and regulations applicable to the processing of Personal Data under the Agreement, including the GDPR.

"**Data Subject**" means the individual to whom the Personal Data relates.

"**EEA**" means the European Economic Area.

"**GDPR**" means EU General Data Protection Regulation 2016/679.

"**Personal Data**" means any Customer Data relating to an identified or identifiable natural person to the extent that such information is protected as personal data under GDPR.

"**Processing**" has the meaning given to it in the GDPR and "process", "processes" and "processed" shall be interpreted accordingly.

"**Sub-Processor**" means any third party authorised under this DPA to have logical access to and process Customer Data to provide parts of the Services.

"**Services**" means any product or service provided to Customer and as described in Beachshore Design Limited Terms & Conditions.

Data Processing

Beachshore will only act and process Customer Data in accordance with the documented instruction from Customer (the "Instruction"), unless required by law to act without such Instruction. The Instruction at the time of entering into this DPA is that Beachshore may only process Customer Data with the purpose of delivering Services as described in its Terms & Conditions and any product-specific agreements. Subject to the terms of this DPA and with agreement of the parties, Customer may issue additional written instructions consistent with the terms of this Agreement. Customer is responsible for ensuring that all individuals who provide instructions are authorised to do so.

Beachshore will inform Customer of any instruction that it deems to be in violation of GDPR and will not execute the instructions until they have been confirmed or modified.

When Customer Data is processed by Beachshore both parties acknowledge and agree that:

- Beachshore is a Data Processor of Customer Data under GDPR
- Customer is a Data Controller of Customer Data under GDPR.

Confidentiality

Beachshore shall treat all Customer Data as strictly confidential information. Customer Data may not be copied, transferred or otherwise processed in conflict with the Instruction from Customer unless required by law. Beachshore employees shall be subject to an obligation of confidentiality that ensures that the employees shall treat all Customer Data under this DPA with strict confidentiality and only process Customer Data in accordance with the Instruction.

Sub-Processing

Customer authorises Beachshore to engage third-parties to process Customer Data ("Sub-Processors") without obtaining any further written, specific authorisation. Beachshore will restrict Sub-Processor access to Customer Data to what is necessary to provide the Services. Details of the Sub-Processor(s) used for a Customer will be made upon request. Customer has the right to object to a use of a Sub-Processor by terminating this Addendum and Services in accordance with Beachshore Terms and Conditions. A list of current Sub-Processors can be found in Appendix 1.

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Security

Beachshore will implement and maintain technical and organisational measures to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access as set out Appendix 2 of this Addendum and in accordance with GDPR, article 32. The security measures are subject to technical progress and development and Customer acknowledges that both Beachshore or the Sub-Processors may update or modify the security measures from time-to-time provided that such updates and modifications do not result in the degradation of the overall security. In addition, Beachshore will make controls available to Customer to further secure Customer Data inside the control panel.

Data Breach Notifications

If Beachshore becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Data on systems managed by or otherwise controlled by Beachshore,

Beachshore agrees to notify Customer without hesitation or delay. Notifications of such incidents will be sent to the account email address as set by Customer. It is Customer's sole responsibility to ensure this information is correct and kept up to date inside the control panel.

Beachshore will make reasonable efforts to identify the cause of any breach and take necessary steps to prevent such a breach from reoccurring. Customer agrees that Data Breach Notifications will not include unsuccessful attempts or activities that do not compromise the security of Customer Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

Data Subject Rights

If Beachshore directly receives a request from a Data Subject to exercise such rights in relation to Customer Data, it will forward the request to Customer. Customer must respond to any such request within the timeframes specified within GDPR. Beachshore will assist Customer in fulfilling any obligation to respond to requests by data subjects, which may include providing controls via the control panel to help comply with the commitments set out under GDPR.

Data Transfers

Beachshore stores and processes data in secure data centres run by our Sub-Processors. We aim to use Sub-Processors who are located inside the European Economic Area ("EEA"). Data may however be transferred and processed outside the EEA to countries where some Sub-Processors maintain data processing operations. Customer hereby agrees to the transfer, storing or processing of data outside the EEA. Beachshore will take all steps reasonably necessary to ensure that Customer Data is treated securely and in accordance with the relevant Data Protection Laws.

Compliance and Audit Rights

Beachshore agrees to maintain records of its security standards and, upon written request by Customer, Beachshore shall make available all relevant information necessary to demonstrate compliance with this DPA. Customer agrees any audit or inspection shall be carried out with reasonable prior written notice of no less than 30 days and shall not be conducted more than once in any 12-month period. If Beachshore declines the request, Customer is entitled to terminate this addendum and Services.

Return or Deletion of Data

Beachshore only retains Customer Data for as long as required to fulfil the purposes for which it was initially collected. Termination of this Addendum or Services in line with the Beachshore Terms & Conditions will result in all Customer Data being deleted, unless otherwise required by law. For Customer Data archived on back-up systems, Beachshore shall securely isolate and protect from any further processing.

Limitation of Liability

The total liability of each part under this addendum shall be subject to the limitation of liability as set out in the Beachshore Terms & Conditions. For the avoidance of doubt, in no instance will Beachshore be liable for any losses or damages suffered by Customer where Customer is using Services in violation of its Terms & Conditions, regardless of whether it terminates or suspend an account due to such violation.

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Appendix 1 – Sub-Processors

Company	Service
Heart Internet	Website hosting and domain names
20i	Website hosting and domain names
Amazon Web Services	Data hosting
Nominet	Domain Names
123-REG	Domain Names
GeoTrust (Symantec)	SSL/TLS Certificates
Google Analytics	Control panel analytics. Reporting on anonymised data.
PayPal	Payment gateway
SagePay	Payment gateway
WorldPay	Payment gateway

Appendix 2 – Security Measures

Details available upon request