

Computastore Ltd Privacy policy

1. Definitions

“Controller” has the meaning given to it in the Data Protection Legislation.

"Data Protection Legislation" up to and including 24 May 2018, the Data Protection Act 1998, and on and from 25 May 2018, unless and until the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) is no longer directly applicable in the UK, the GDPR together with and as amended or updated by from time to time any UK national implementing laws, regulations and secondary legislation, and any successor legislation to the GDPR or Data Protection Act 1998.

“Data subject” has the meaning given to it in the Data Protection Legislation.

“Licensee” the licenced user of the software.

“Licensee Personal Data” has the meaning given to it in Condition 2.4.

“Personal data” has the meaning given to it in the Data Protection Legislation.

“Processing” has the meaning given to it in the Data Protection Legislation and **“Process”** shall be construed accordingly.

“Processor” has the meaning given to it in the Data Protection Legislation.

“Software” the Superpay software supplied to the Licensee by Computastore.

“Support” the support offered for the software.

2. Data protection

- 2.1. Each party will comply with all applicable provisions of the Data Protection Legislation which apply to that party for the purposes of this Licence.
- 2.2. The parties acknowledge and agree that:
 - 2.2.1. the Licensee may, but shall not be obliged to, provide or make available the Licensee Personal Data to Computastore in order for Computastore to provide the Support; and
 - 2.2.2. save as set out in Condition 2.2.1, the Licensee shall not provide or make available any Licensee Personal Data to Computastore and Computastore shall not access any such Licensee Personal Data.
- 2.3. Without prejudice to the generality of Condition 2.1, the Licensee will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Licensee Personal Data to Computastore for the duration and purposes of this Licence. The parties acknowledge that for the purposes of the Data Protection Legislation, the Licensee is the Controller and Computastore is the Processor.
- 2.4. The subject matter, duration and type of Personal Data processed under this Licence and categories of Data Subjects are set out in the table below.

Subject matter and duration of processing	The performance by Computastore of its obligations under the Licence and in particular the provision of Support. Computastore will only process the Licensee Personal Data for as long as is required to comply with its
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	<p>obligations under the Licence and provide Support to the Licensee.</p> <p>Certain Personal Data may also be retained for such period of time as Computastore deems reasonable to comply with Applicable Law.</p>
Types of personal data	<p>The Personal Data may include personal identification data including names, addresses, contact details, national insurance numbers, dates of birth, gender, bank account details, salary, pensions details, parental pay, sickness, loans, attachment of earnings orders, tax paid, court orders and other Personal Data as may be uploaded to or via the Software by or on behalf of the Licensee about its or its clients' employee's agents and or/contractors or transferred to or accessed by Computastore as part of the provision of Support (Licensee Personal Data).</p>
Categories of data subjects	<p>The Licensee's and/or its clients' employees, agents and or/contractors that the Licensee utilises the Software in respect of.</p>

2.5. Without prejudice to the generality of Condition 2.12.1, Computastore shall, in relation to any Licensee Personal Data Processed in connection with the performance by Computastore of its obligations under this Licence:

2.5.1 only Process that Licensee Personal Data for the purpose of providing Support and complying with its obligations under this Licence and not for any other purpose unless acting on the written instructions of the Licensee or Computastore is required by the laws of any member of the European Union applicable to Computastore to Process Licensee Personal Data (**Applicable Laws**). Where Computastore is relying on laws of a member of the European Union as the basis for Processing Licensee Personal Data, Computastore shall promptly notify the Licensee of this before performing the Processing required by the Applicable Laws unless those Applicable Laws prohibit Computastore from so notifying the Licensee;

2.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful Processing of Licensee Personal Data and against accidental loss or destruction of, or damage to, Licensee 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, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Licensee Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Licensee Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

2.5.3 ensure that all personnel who have access to and/or Process Licensee Personal Data are obliged to keep the Licensee Personal Data confidential; and

2.5.4 not transfer any Licensee Personal Data outside of the European Economic Area or to a third country not approved by the Information Commissioner's office unless the following conditions are fulfilled:

- (a) the transfer is on the basis of an adequacy decision by the European Commission or Computastore has provided appropriate safeguards in relation to the transfer;
- (b) the Data Subject has enforceable rights and effective legal remedies;
- (c) Computastore complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Licensee Personal Data that is transferred; and

(d) Computastore complies with reasonable instructions notified to it in advance by the Licensee with respect to the Processing of the Licensee Personal Data;

2.5.5 assist the Licensee, at the Licensee's cost, in responding to any request from 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;

2.5.6 notify the Licensee without undue delay on becoming aware of a Licensee Personal Data breach;

2.5.7 at the written direction of the Licensee, delete or return Licensee Personal Data and copies thereof to the Licensee on termination of the Licence unless required by Applicable Laws to store the Licensee Personal Data; and

2.5.8 maintain appropriate records to demonstrate its compliance with this Condition 2.

- 2.6. The Licensee consents to Computastore appointing a third-party hosting provider as a third-party processor of Licensee Personal Data under this Licence. Computastore confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business. As between the Licensee and Computastore, Computastore shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Condition 2.
- 2.7. Either party may, at any time on not less than 30 days' notice, revise this Condition 2 by replacing it with any applicable Controller to Processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this Licence).