

Ginger Design & Print (Northern) Ltd - Data Processor Agreement

Preface

This Data Processing Agreement reflects the requirements of the European Data Protection Regulation ("GDPR") as it comes into effect on May 25th, 2018.

Ginger Design & Print (Northern) Ltd (Hereby referred to as *Ginger*)'s products and services offered in the European Union are GDPR ready, and this DPA provides you with the necessary documentation of this readiness.

This DPA is an addendum to the Customer Terms of Service ('Agreement') between Ginger and the Customer.

The customer enters into this DPA on behalf of itself, and to the extent required under Data Protection Laws, in the name and on behalf of its Authorised Affiliates.

Scope and Applicability

This DPA applies where and only to the extent that Ginger processes personal data on behalf of the customer in the course of providing service, and such personal data is subject to the data protection laws of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom.

The parties agree to comply with the terms and conditions in this DPA in connection with such Personal Data.

Role of the Parties

As between Ginger and the Customer, the Customer is the Controller of Personal Data and Ginger shall process Personal Data only as a Processor on behalf of the Customer. Nothing in the Agreement or this DPA shall prevent Ginger from using or sharing any data that Ginger would otherwise collect and process independently of the Customer's use of the Services.

Customer Obligations

The Customer agrees that:

1. It shall comply with its obligations as a Controller under Data Protection Laws in respect of its processing of Personal Data, and any processing instructions it issues to Ginger.
2. It has provided notice and obtained (or shall obtain) all consents and rights necessary under Data Protection Laws for Ginger to process Personal Data and provide the Services pursuant to the Agreement and this DPA.

Ginger's Processing of Personal Data

As a Processor, Ginger shall process Personal Data only for the following purposes:

1. Processing in order to provide the Services in accordance with the Agreement.

2. Processing to comply with other reasonable instructions provided by the Customer to the extent that they are consistent with the terms of this Agreement and only in accordance with the Customer's documented lawful instructions.

The parties agree that this DPA and the Agreement set out the Customer's complete and final instructions to Ginger in relation to the processing of Personal Data and that processing outside the scope of these instructions (if any) shall require prior written agreement between the Customer and Ginger.

Nature of the data

Ginger handles Customer Data provided by the Customer. Such data may in some circumstances contain special categories of data depending on how the Customers uses Ginger's Services.

This Customer Data may be subject to the following processing activities:

1. Storage and other processing required to provide, maintain and improve the services to the Customer.
2. To provide customer and technical support to the Customer.
3. Disclosures as required by law or otherwise set forth in the Agreement.

Ginger Data

Notwithstanding anything to the contrary in the Agreement or this DPA, the Customer acknowledges that Ginger shall have a right to use and disclose data relating to and/or obtained in connection with the operation, support and/or use of the Services for its legitimate business purposes, such as billing, account management, technical support, product development, sales and marketing. To the extent that any such data is considered personal data under Data Protection Laws, Ginger is the Controller of such data and accordingly shall process such data in compliance with Data Protection Laws.

Sub-Processing

Authorised Sub-processors

The Customer agrees that Ginger may engage sub-processors to process Personal Data on the Customer's behalf.

The sub-processors currently engaged by Ginger are as follows:

Hosting Providers (only one depending on services provided by Agreement)

- Digital Ocean - VPS Hosting
- Netlify - Static-site hosting
- HostingUK - WordPress / CouchCMS hosting

Email Providers

- Google
- HostingUK (free accounts)

Other Services

- Postmark (transactional email)

The Customer may request, in writing (via email or postal) clarification of which sub-processors are in use to provide the Services laid out in the Agreement to the Customer.

Sub-processor Obligations

Ginger will remain responsible for its compliance with the obligations of this DPA, and for any acts or omissions of the sub-processor(s) that cause Ginger to breach any of its obligations under this DPA.

Ginger will provide the Customer on request a copy of any sub-processor(s) DPA agreements or relevant Privacy Agreements.

Changes to sub-processors

Ginger will provide the Customer reasonable advance notice (for which email shall suffice) if it adds or removes sub-processors.

Data Security

Security Measures

Ginger shall implement and maintain appropriate technical and organisational security measures to protect Personal Data from Security Incidents and to preserve the security and confidentiality of the Personal Data.

Confidentiality of Processing

Ginger shall ensure that any person who is authorised by Ginger to process Personal Data (including its staff and subcontractors) shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).

Security Incident Response

Upon becoming aware of a Security Incident, Ginger shall notify the Customer without any undue delay and shall provide timely information relating to the Security Incident as it becomes known or as it is reasonably requested by the Customer.

Updates to security measures

The Customer acknowledges that the Security Measures are subject to technical progress and development, and that Ginger 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 of the Services purchased by the Customer.

Return or Deletion of Data

Upon cancellation of the Services, all Personal Data shall be deleted, save that this requirement shall not apply to the extent Ginger is required by applicable law to retain some or all of the Personal Data, or to Personal Data it has archived on backup systems, which such Personal Data Ginger shall securely isolate and protect from any further processing, except to the extent required by applicable law.

Footnotes

Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict.

This DPA is part of, and incorporated into the Agreement of Services provided by Ginger, and any references to the Agreement refer to both the Agreement of Services, and this DPA.

In no event shall any party limit its liability with respect to any individual's data protection rights under this DPA or otherwise.

This DPA shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by Data Protection Laws.

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