

GDPR

New Data Protection laws come into effect on the 25th May 2018 and we wanted to let you know that we have created a privacy policy in place as per the EU guidelines.

The policy will contain everything you need to know about how we treat your data and our security measures.

The GDPR applies to all businesses that process personal and sensitive data within the EU as well as those outside the EU if the data they process relates to data subjects within the EU.

Data Protection Legislation” means:

- (a) the Data Protection Act 1998;
- (b) the Data Protection Directive 95/46/EC;
- (c) the Electronic Communications Data Protection Directive 2002/58/EC;
- (d) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
- (e) the Regulation of Investigatory Powers Act 2000 and its successor legislation The Investigatory Powers Act 2016;
- (f) the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699);
- (g) the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011,

and all applicable laws which replace the above, including the GDPR, together with all other applicable laws relating to processing of Personal Data and privacy that may exist in any relevant jurisdiction, including, where applicable, the guidance and codes of practice issued by the regulatory body responsible for privacy and data protection.

“**GDPR**” means the General Data Protection Regulation (EU) 2016/679 as in force from time to time as transposed into domestic legislation and as amended, replaced or superseded from time to time, including by the GDPR and by laws implementing or superseding the GDPR.

“**Personal Data**” means as set out in the Data Protection Act 1998 and includes the personal data relating to the Injured Party. With effect from 25 May 2018, it has the meaning as set out in the GDPR which is any information relating to an identified or identifiable natural person: an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Sensitive Personal Data**” has the meaning given in the Data Protection Act 1998 and shall be considered to be any data that falls into one of the “special categories of Personal Data” upon commencement of the GDPR.

“**CT**” means: Coral Technologies

1. Data Protection

1.1 It is the intention of the parties that you shall act as a data processor (for the purposes of the Data Protection Legislation) in respect of any Personal Data that you enter for the Services. In respect of such Personal Data you shall:

- (a) solely process the Personal Data for the provision of the services under our Agreement and in compliance with Coral Technologies written instructions as set out in our Agreement and/or as may be specified from time to time in writing by Coral Technologies;
- (b) notify CT promptly if you become aware that any instructions relating to the processing of Personal Data are unlawful;
- (c) use the data for the sole purpose of providing the services you are contracted to provide to the agencies and solicitors and always in accordance with this Addendum and the Data Protection Legislation;
- (d) not disclose it to any third parties without CT's prior written consent;
- (e) consider the Personal Data to be Confidential Information for the purpose of the confidentiality provisions in our agreement;
- (f) not transfer the Personal Data outside the European Economic Area including the United Kingdom without the prior consent of CT;
- (g) employ the use of pseudonymisation and encryption of Personal Data, (where appropriate) and implement measures to ensure the ongoing confidentiality, integrity, availability and resilience of CT's systems and services; and
- (h) comply with your notification requirements under the Data Protection Legislation.

1.2 Coral Technologies shall comply with all of its obligations under the Data Protection Legislation.

1.3 Where you receive a request for any Personal Data under any legislation, laws, rules, regulations or other requirements of any relevant government or governmental agency, regulator, or any other applicable body relating to the subject matter of this Agreement or the Services, you shall:

- (a) inform CT of the request immediately;
- (b) provide CT with full co-operation, information and assistance in relation to any such request;
- (c) not disclose the Personal Data to any organisation, person or individual making the request, or to any data subject or third party other than at the request, and in accordance with the instructions of your Agencies and solicitors.

1.4 You shall promptly comply with any reasonable request from CT requiring the provision or extraction of, the amendment to, the transfer of or deletion of any part of the Personal Data whether at the end of the Agreement or otherwise.

1.5 You shall ensure that access to the Personal Data is strictly limited to:

- (a) those of your personnel who are bound by written terms to keep the Personal Data strictly confidential and who require access to the Personal Data strictly confidential and who require access to the Personal Data in order to meet your obligations under this Agreement; and
- (b) in the case of any access by any of your personnel, such part or parts of the Personal Data as is strictly necessary for the performance of the relevant individual's duties.

1.6 You shall not subcontract the processing of any Personal Data or allow any third party to process any Personal Data without first obtaining prior written consent from CT and taking such

steps as CT may request to ensure that any such subcontracting of the processing of Personal Data complies with the requirements of the Data Protection Legislation.

1.7 Without prejudice to any other provision in this contract, you shall, and shall procure that any subcontractors shall, comply at all times with the Data Protection Legislation and shall not do or omit to do anything that could cause Coral Technologies to breach any of its applicable obligations under the Data Protection Legislation.

1.8 If you receive any complaint, notice or communication which relates directly or indirectly to the processing of any Personal Data, or to either party's compliance with the Data Protection Legislation, you shall immediately notify CT in writing and shall provide CT with full co-operation, information and assistance in relation to any such complaint, notice, communication or required investigation, within the timescales required by CT.

1.9 You shall implement and maintain, and shall procure that any subcontractor implements and maintains, appropriate security, technical and organizational measures to protect the Personal Data against unauthorized or unlawful processing and against accidental loss or destruction of, or damage to, the Personal Data. These measures must ensure a level of security appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction or damage to the Personal Data and have regard to the nature of the Personal Data which is to be protected, and without prejudice to the foregoing, must at a minimum comply with the measures set out in CT policies relating to information security (as updated by CT from time to time). You shall provide to CT, upon CT's request, details and evidence of the security measures implemented by you.

1.10 You shall immediately notify CT in writing of any actual, attempted or suspected:

- (a) unlawful or unauthorised processing of any Personal Data; or
- (b) disclosure of or access to any Personal Data in breach of this Agreement; or
- (c) loss, destruction, damage or corruption of any Personal Data.

1.11 In the event of any of the circumstances set out in clause 1.10 you shall ensure that you fully cooperate with CT (and comply with your notification requirements under the Data Protection Legislation) in effecting any mitigating actions, or implementing any solution or remedy advised to you by CT. To the extent permitted by law, you shall not make any public statement or notification to an applicable regulator without the agreement of CT.

1.12 You shall indemnify on demand and keep indemnified CT from and against any all losses which CT may suffer or incur (directly or indirectly) in relation to your failure to comply with your obligations under these provisions.

Depending on the nature of the business relationship between you and our firm, our relationship will fall into one of four categories:

- a) You are the data controller and we process data on your behalf
- b) We are the data controller and you process data on our behalf
- c) There are instances where you act as data controller, but also instances where you act as the data processor
- d) Although you may not process data for us, you have access to our company's data (eg you store our archived files or look after our IT system).

Privacy Policy

Our privacy principles outline our commitments to you, our customers, clients, and prospective customers, in relation to how we will handle and safeguard your personal data. We take our responsibilities for your privacy very seriously and third parties viewing your data will only process your personal data in accordance with these principles and our regulatory responsibilities, and all our employees are trained against these principles.

1. Collecting and using your Personal Data

We will only collect the personal data of yours, which you have consented at the time of registration and details services that you have requested from us and we will only do so with your consent, for the performance of contract. We will process your personal data in a fair and lawful way and we will always be clear and transparent about how we process your personal data at Coral Technologies.

2. Processing and Retaining Your Personal Data

We will only keep your personal data as long as is necessary to facilitate the delivery of our products and services to you, (except where required otherwise by applicable law). In storing your data, we will only keep the parts of it which are vital in the provision our products and services, or when we are required to satisfy our legal and regulatory obligations. When we no longer require your data for these purposes it will be deleted.

3. Security and Confidentiality

We will keep your personal data secure and confidential at all times, ensuring that access to your personal data will be limited appropriately only to those who need it to conduct business activities (except as otherwise required by applicable law). We adhere to industry standards for technology, security and use tested administrative, technical and physical security measures to protect your personal data from unauthorized access, use, modification, disclosure or destruction. We also ensure that our employees undertake annual training in order to uphold these principles and commitments.

4. Data Sharing

We only share your personal data with third parties in accordance to our Privacy Notice, or where it has either been authorised by you. We do not share or use your details for third party marketing purposes unless you have expressly consented. Where your personal data is transferred outside of the European Union, in order to deliver the products or services that you require, for example with our third-party processors or partners, we will always ensure that it is treated in accordance to local laws and regulations. Where we share your personal data with our processors, we also ensure that they adopt industry standard data security measures.

5. Data Access and Your Rights

We will uphold your rights about how your personal data is used at all times. If you request access to your personal data, we will provide this to you in accordance to your rights and local laws and regulations. We will also inform you about how your personal data is processed by Coral Technologies. If you think your data is inaccurate you can ask us to change it. Where you feel that there is no longer a valid purpose for us retaining your data, you may (in accordance with local laws and regulations) request us to erase your personal data. You may also change your mind about how we can use your personal data by withdrawing your processing consent at any time.

6. Accountability

We will endeavour to uphold these principles to the best of our ability at all times and hold ourselves accountable for doing so. We will ensure that our employees, contractors, partners and third-party processors will adhere to these principles and commitments.

GDPR Articles Relating to Hosting

•Art. 24 GDPR. Responsibility of the controller

• “Taking into account the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons, the controller shall implement appropriate technical and organisational measures to ensure and to be able to demonstrate that processing is performed in accordance with this Regulation”

GDPR: Coral Technologies

Role Based Access Control (User Accounts with restricted permissions)

- Web Application Firewalls
- DDoSX
- Anti-virus: McAfee / Clam AV
- Intrusion detection/prevention systems: FirePOWER, THMON
- Data loss prevention systems
- Vulnerability Scans
- Solution Reviews
- Defence in depth (Firewall reviews –VPNs, DMZ, different zones)
- Secure backups and restoration
- Redundancy of solution across sites / use a secure hosting provider.
- Implementation of a secure management framework (ISO 27001, PCI DSS, Cyber Essentials/+)

We have set out what we have in place with you and this ensures that both CT and you as our user will be compliant with the requirements of GDPR when it comes into effect from 25 May 2018, together with other legislation. As a data processor, if you fail to comply with your obligations you could be subject to an administrative fine or other sanction.

If you have any questions mail us to (admin@coraltechnologies.co.uk) .