

DATA PROCESSING AGREEMENT

This Data Processing Agreement forms part of the DSC/VHC SAAS License Agreement for Services between PSB Digital Service Ltd (the “Data Processor”) and You, the business as named in the DSC/VHC SAAS Licence Agreement (the Data Controller”).
(together as the “Parties”)

WHEREAS

(A) The Business (Your Named Business) and its staff acts as the Data Controller.

(B) The Business wishes to use Our DSC/VHC Software, which implies the processing of personal data, to Us the Data Processor.

1. Information About Us

PSB Digital Service Ltd.

Our DSC/VHC Site, VHC.JPS100.com, is owned and operated by PSB Digital Service Ltd, a limited company registered in England under GB14371994, whose registered address is 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ.

Information Commissioner’s Office Registered Number: ZB429688.

Representative for contact: Somboon Booker.

Email address: privacy@psb982.com

We are regulated by the ICO and UK GDPR which conforms to the EU GDPR.

2. Definitions and Interpretation

2.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“SAAS”	means a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted;
“DSC/VHC”	means Digital Service Check, Visual Health Check, Our DSC/VHC Site, Our Site, Our DSC/VHC Software;
“DSC/VHC SAAS Licence Agreement”	means the Agreement obtained for a monthly paid Subscription Licence to access Our DSC/VHC Software;
“DSC/VHC SAAS Licence Subscription Fee”	means a monthly paid amount from your business for a DSC/VHC Licence subscription to Us to provide you access to Our DSC/VHC Site;
“PSB/We/Us/Our”	means PSB Digital Service Ltd;
“You/Your”	means Your business named above, the named business, the above-named business;

“Data Protection Legislation”	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and Privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended and, to the extent applicable, the data protection or privacy laws of any other country;
“EEA”	means the European Economic Area, consisting of all EU Member States plus Iceland, Liechtenstein, and Norway;
“Information Commissioner”	means the Information Commissioner, as defined in Article 4(A3) of the UK GDPR and section 114 of the Data Protection Act 2018;
“Authorised Users”	means all the staff of the above-named business who are solely authorised by the above-named business and provided with individual logins and passwords to access and use Our DSC/VHC Site. The above-named business is totally responsible for the creation of new users and for disabling users who are not entitled to access Our DSC/VHC Site and any data;
“Consumers”	means Your business customers (“Consumers”) whom you must gain authorisation from, for you to input their personal data into Our DSC/VHC Software in order that you may undertake a DSC/VHC for them;
“BDM”	Our Associate Business Development Managers;
“General Terminology”	the terms, “Commission”, “Controller”, “Data Subject”, “Member State”, “Personal Data”, “Personal Data Breach”, “Processing” and “Supervisory Authority” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly;
“Sub-Processor”	means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Company in connection with the Agreement;
“Services”	means those services described in the Privacy Statement, the DSC/VHC SAAS Licence Agreement and incorporating this Agreement which are provided by the Data Processor to the Data Controller and which the Data Controller uses for the purposes described in the Privacy Statement;

“Standard Contractual Clauses”

means the European Commission’s Standard Contractual Clauses for the transfer of Personal Data from the European Union to data processors established in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2010/87/EU (incorporating UK-centric contextual amendments made by the Information Commissioner);

“Data Transfer”

means a transfer of any Personal Data from Your business to Us the Contracted Processor; or

an onward transfer of Company Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws).

- 2.2 Unless the context otherwise requires, each reference in this Agreement to:
- a) “the Agreement” is a reference to this, the Data Processing Agreement;
 - b) a Clause or paragraph is a reference to a Clause of this Statement and a paragraph of the relevant Schedule; and
 - c) a "Party" or the "Parties" refer to the parties as signed in the DSC/VHC SAAS Licence Agreement, PSB and this business and its Authorised Users.

3. Scope and Application of this Agreement

- 3.1 The provisions of this Agreement shall apply to the processing of the Personal Data described in the Privacy Statement, carried out for you, the Data Controller by Us, the Data Processor, and to all Personal Data held by Us the Data Processor in relation to all such processing whether such Personal Data is held at the date of this Agreement or received afterwards.
- 3.2 The provisions of this Data Processing Agreement shall be deemed to be incorporated into the DSC/VHC SAAS Licence Agreement as if expressly set out in it.
- 3.3 In the event of any conflict or ambiguity between any of the provisions of this Agreement between the Parties, the provisions of the DSC/VHC SAAS Licence Agreement and this Agreement shall prevail.

4. Provision of the Services and Processing Personal Data

- 4.1 The Privacy Statement describes the types of Personal Data, the category or categories of Data Subject, the nature of the processing to be carried out, the purposes of the processing, and the duration of the processing.
- 4.2 Subject to sub-Clause 4.1, the Data Processor is only to carry out the Services, and only to process the Personal Data entered by the Data Controller:
 - a) for the purposes of those Services and not for any other purpose;

- b) to the extent and in such a manner as is necessary for those purposes; and
 - c) strictly in accordance with the agreement of the Data Controller and as signed for in the DSC/VHC SAAS Licence Agreement as set out above in Clause 3.2.
- 4.3 Article 28(3) of the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the “UK GDPR”) requires an agreement to be signed (“The DSC/VHC SAAS Licence Agreement”) between the Data Controller and PSB which processes Personal Data on your behalf, governing the processing of that Personal Data.
- 4.4 The Data Controller shall retain control of the Personal Data at all times and shall remain responsible for its compliance with the relevant Data Protection Legislation including, but not limited to, its collection, holding, and processing of the Personal Data, having in place all necessary and appropriate consents and notices to enable the lawful transfer of the Personal Data to the Data Processor, and with respect to any specific written instructions given to the Data Processor.
- 4.5 The Parties have agreed to enter into the DSC/VHC SAAS Licence Agreement incorporating this Agreement to ensure compliance with the said provisions of the UK GDPR in relation to all processing of the Personal Data by the Data Processor for the Data Controller.
- 4.6 The terms of this Agreement are to apply to all processing of Personal Data carried out for the Data Controller by the Data Processor and to all Personal Data held by the Data Processor in relation to all such processing.
- 4.7 For clarity, We do not collect **OR** process any ‘special category’ **OR** ‘sensitive’ **personal data OR personal data relating to children OR data relating to criminal convictions and/or offences.**
- 4.8 All personal data that will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and your rights thereunder.
- 4.9 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Statement.

5. Data Processing Agreement

IT IS AGREED as follows:

- 5.1 For the purpose of this clause, the terms “Personal Data”, “Processing”, “Data Controller”, and “Data Processor” shall have the meanings attributed to them under the General Data Protection Regulation (EU) 2016/679 (“GDPR”) Article 4 of the UK GDPR.
- 5.2 You acknowledge and agree under this Agreement and as signed in the DSC/VHC SAAS Licence Agreement that you are a Data Controller of any Personal Data about your Consumers which you may upload through Our Site (“Consumer Data”) as described in the [Privacy Statement](#), and We act as a Data Processor of such Consumer Data.
- 5.3 It is your responsibility to ensure that you comply at all times with any applicable data protection and privacy legislation, including with any transparency

obligation requiring you to inform your Consumers of the intended Processing upon collection.

5.4 For Clarity, Consumer Personal Data Entered Consists of the Following:

- 5.4.1 Consumer Name
- 5.4.2 Consumer Email Address
- 5.4.3 Consumer Mobile Number
- 5.4.4 Consumers Vehicle Type & Model
- 5.4.5 Consumers Vehicle Registration Number
- 5.4.6 Consumers Vehicle VIN Number

5.5 Workshop Authorised User Personal Data Consists of the Following:

- 5.5.1 Users Name
- 5.5.2 Users Login
- 5.5.3 Users Password
- 5.5.4 Users Business Email Address

5.6 In relation to the Personal Data, We agree that we shall:

- 5.6.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Processor shall in relation to the Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR;
- 5.6.2 Procure that appropriate technical and organisational measures are taken against unauthorised or unlawful Processing of such Personal Data and against accidental loss or destruction of, or damage to, such Personal Data;
- 5.6.3 In assessing the appropriate level of security, We shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach;
- 5.6.4 Only process such Personal Data only to the extent, and in such manner, as is necessary to fulfil its obligations under these Terms;
- 5.6.5 Provide you with reasonable assistance to help you to meet your obligations under Chapter III of the GDPR and Articles 32 to 36 of the GDPR. This includes the rights of individuals to access their data, to object to the processing thereof or request for their data to be deleted.

5.7 Where the Processing falls within the scope of the GDPR, We shall only Process or permit the Processing of Personal Data outside the UK and European Economic Area except: (ii) where the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or (iii) there are appropriate safeguards in place pursuant to Article 46 of the GDPR; or (iv) one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.

5.8 We use Twilio services to Process SMS Messages in the USA on Cloud Hosted servers as shown in the Privacy Statement.

- 5.9 By signing the DSC/VHC SAAS Licence Agreement, You have authorised for Us to use sub-processors, provided that:
- 5.9.1 We shall have an agreement with each sub-processor that imposes obligations on that sub-processor that are no less stringent than those required of Our own under these Terms; and
- 5.9.2 We will not be relieved of any of Our obligations under these Terms by engaging sub-processors.
- 5.10 A list of all current 3rd party providers and their categories are listed in the Privacy Statement.

6. **Data Processor's Obligations**

- 6.1 As set out above in Clause 4, We the Data Processor shall only process the Personal Data to the extent and in such a manner as is necessary for the purposes of the Services and not for any other purpose. Any additional instructions to those agreed and given by the Data Controller to Us the Data Processor shall be made in writing and shall at all times be in compliance with the Data Protection Legislation. We the Data Processor shall act only on such written instructions from you the Data Controller unless the Data Processor is required by domestic law to do otherwise (as per Article 29 of the UK GDPR) (in which case, We the Data Processor shall inform you the Data Controller of the legal requirement in question before processing the Personal Data for that purpose unless prohibited from doing so by law).
- 6.2 We the Data Processor shall not process the Personal Data in any manner which does not comply with the provisions of this Agreement or with the Data Protection Legislation.
- 6.3 We the Data Processor shall promptly comply with any written request from you the Data Controller requiring Us the Data Processor to amend, transfer, delete (or otherwise dispose of), or to otherwise process the Personal Data.
- 6.4 We the Data Processor shall promptly comply with any written request from you the Data Controller requiring Us the Data Processor to stop, mitigate, or remedy any unauthorised processing involving the Personal Data.
- 6.5 We the Data Processor shall provide all reasonable assistance to you the Data Controller in complying with its obligations under the Data Protection Legislation including, but not limited to, the protection of Data Subjects' rights, the security of processing, the notification of Personal Data Breaches, the conduct of data protection impact assessments, and in dealings with the Information Commissioner (including, but not limited to, consultations with the Information Commissioner where a data protection impact assessment indicates that there is a high risk which cannot be mitigated).
- 6.6 For the purposes of sub-Clause 6.5, "all reasonable assistance" shall take account of the nature of the processing carried out by Us the Data Processor and the information available to Us the Data Processor.
- 6.7 In the event that We the Data Processor become aware of any changes to the Data Protection Legislation that may, in its reasonable interpretation, adversely impact its performance of the Services and the processing of the Personal Data under the DSC/VHC SAAS Licence Agreement, We the Data Processor shall inform you the Data Controller promptly.
- 6.8 Whilst you have an active DSC/VHC SAAS Licence Subscription, your Personal Data shall be retained from the point of entry.

- 6.9 If you chose to terminate your DSC/VHC SAAS Licence Subscription, you may manually extract any of your Consumers' DSC/VHC's and personal data that you wish to retain, within the agreed notice period. When your DSC/VHC SAAS Licence Agreement is terminated, you will no longer be able to access the DSC/VHC Software and your Consumers' data will be retained for an additional 12 months in case of any queries that you might need from the data which We can supply for you;
- 6.10 After that time, All Data will be permanently deleted or irreversibly anonymised. The data can be anonymised earlier if you instruct Us to do so. We may continue to use the aggregated form of the data with personal identifiers removed for statistical purposes.

7. Definitions

- 7.1 The definitions and interpretative provisions (Definitions and Interpretation) of the DSC/VHC SAAS Licence Agreement and this Processing Agreement shall also apply to this Protocol. Additionally, in this Protocol the following words shall have the following meanings unless the context requires otherwise:

Description	Details
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by Us or Our 3 rd Parties under the DSC/VHC SAAS Licence Agreement, and / or actual or potential loss and / or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
“Data Protection Impact Assessment”	means an assessment by the Controller or Processor of the impact of the envisaged Processing on the protection of Personal Data.
“Data Subject”	shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.
“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
“Personal Data Breach”	shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

Description	Details
<p>“Protective Measures”</p>	<p>means appropriate technical and organisational measures which may include:</p> <p>anonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.</p>

8. Data Protection Protocol

Table A – Processing, Personal Data and Data Subjects

Description	Details
<p>Subject matter of the Processing</p>	<p>To use the DSC/VHC Software, You the business will be required to qualify your Consumer with regards to using their Personal data in Our DSC/VHC Site for processing a DSC/VHC for them.</p>
<p>Duration of the Processing</p>	<p>The period is valid whilst this DSC/VHC SAAS Licence Agreement is in place and DSC/VHC SAAS Licence Subscriptions are being paid.</p>
<p>Nature and purposes of the Processing</p>	<p>The purpose of processing the data is to allow You to undertake Visual Health Checks on your Consumers vehicles.</p> <p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).</p>

Description	Details
Type of Personal Data	<p>We on Your request will be the Data Controllers responsible for entering YOUR business name, address, business telephone number and email address, any personal names, logins and passwords used in conjunction with the related DSC/VHC software. The contact data is related to your business for email and phone number so only the names, logins and passwords (which are encrypted) are classed as personal data. You as the business may elect to control your own logins and passwords to provide access to your own staff the Authorised Users.</p> <p>YOUR business Authorised Users are the Data Controllers when entering YOUR Consumers data into the DSC/VHC Software with the Consumers agreement. Data entered for Consumers by YOU is the Consumers name, mobile number and, or email address, vehicle type and model, vehicle registration, vehicle VIN number.</p> <p>You may have made an agreement with a 3rd party provider to integrate this data directly into the DSC/VHC Software and YOU will be responsible to ensure they have the relevant data protection in place and as required.</p>
Categories of Data Subject	Your business data, Staff data and Your Consumers data as described above and in the Privacy Statement.
Plan for anonymising and destruction of the data once the Processing is complete UNLESS there is a requirement under union or member state law to preserve that type of data	<p>The data shall be kept for a period of 12 months after termination of the DSC/VHC SAAS Licence and de-activation of the business (or sooner on request by the business) and will then all be anonymised.</p> <p>The reason for retaining the data is to allow data to be reviewed in the future if an issue arises which may be resolved by the data stored. Access will not be permitted to the business upon de-activation. We do not use the data for anything and only process it through our systems into storage.</p>

9. Data Protection

- 9.1 You the Data Controller shall notify Us immediately if you consider that any of Our instructions infringe the Data Protection Legislation.
- 9.2 We the Data Processor shall, in relation to any Personal Data Processed in connection with its obligations under the DSC/VHC SAAS Licence Agreement and this DSC/VHC Data Processing Agreement:
 - 9.2.1 Process that Personal Data only in accordance with Table A of this Protocol, unless required to do otherwise by **Law. If it is so required;**

- 9.2.2 Ensure that We have in place Protective Measures, which have been reviewed and approved as appropriate to protect against a Data Loss Event having taken account of the:
 - a) nature of the data to be protected;
 - b) harm that might result from a Data Loss Event;
 - c) state of technological development; and
 - d) cost of implementing any measures.
- 9.3 Ensure that;
 - 9.3.1 We do not Process any other Personal Data in the DSC/VHC Software except in accordance with this agreement and the DSC/VHC SAAS Licence Agreement (and in particular Table A of this Protocol);
 - 9.3.2 We shall take all reasonable steps to ensure the reliability and integrity of any Personnel who have access to the Personal Data and ensure that they:
 - a) are aware of and comply with Our duties under this Protocol;
 - b) are subject to appropriate confidentiality undertakings;
 - c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so or as otherwise permitted by this Agreement; and
 - d) have undergone adequate training in the use, care, protection and handling of Personal Data;
- 9.4 The Parties shall notify each other immediately if it:
 - 9.4.1 Receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 9.4.2 Receives a request to rectify, block or erase any Personal Data;
 - 9.4.3 Receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 9.4.4 Receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the DSC/VHC SAAS Licence Agreement and this Agreement;
 - 9.4.5 Receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 9.4.6 Becomes aware of a Data Loss Event;
 - 9.4.7 We shall notify you without undue delay upon Us becoming aware of a Personal Data Breach affecting Company and Personal Data, providing you with sufficient information to allow you to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws;
 - 9.4.8 We shall co-operate with you and take reasonable commercial steps as are directed by you to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

- 9.5 The obligation to notify under Clause 9.4 of this Protocol shall include the provision of further information to both parties in phases, as details become available.
- 9.6 Taking into account the nature of the Processing, We shall provide you with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 9.4 of this Protocol (and insofar as possible within the timescales reasonably required by) including by promptly providing:
 - 9.6.1 Full details and copies of the complaint, communication or request;
 - 9.6.2 Such assistance as is reasonably requested by you to enable you to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 9.6.3 At your request, with any Personal Data We hold in relation to a Data Subject;
 - 9.6.4 Provide assistance as requested by you following any Data Loss Event;
 - 9.6.5 Assistance as requested by you with respect to any request from the Information Commissioner's Office, Other Country Specific Office or any consultation by you with the Information Commissioner's Office or other legal party.
- 9.7 A Data Protection Impact Assessment and any Prior Consultation Processor shall provide reasonable assistance to both parties with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which you reasonably consider to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company and Personal Data by, and taking into account the nature of the Processing and information available to, Us the Processors.
- 9.8 We shall allow for audits of our Processing activity by you or your designated auditor.
- 9.9 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. We may amend this Protocol to ensure that it complies with any guidance issued by the Information Commissioner's Office.

This Processing Agreement was last updated on 27/01/2022.