

## SCHEDULE 3 DATA PROCESSING TERMS

### 1. Definitions:

**Data Protection Legislation:** means the Data Protection Act 1998 and Directive 95/46/EC, and any other applicable law or regulation relating to the processing of data, personal data and to privacy, as such legislation shall be amended, revised or replaced from time to time, including by operation of the General Data Protection Regulation (EU) 2016/679;

“**Data Controller**”, “**Data Processor**”, “**Data Subject**”, “**Personal Data**” and “**Processing**” shall have the meanings set out in the Data Protection Legislation;

“**Client’s Personal Data**” shall mean all personal data processed by VoloForce on behalf of the Client in the course of supplying Services from VoloForce; and

“**Sub-contractor**” shall mean any third party with whom VoloForce contracts from time to time for the provision of services in support of its Services.

2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and VoloForce is the Data Processor of the Client’s Personal Data. The Client acknowledges that the Client, is responsible for using the Services in such a way as to ensure that any Personal Data collected can be lawfully processed by VoloForce as a Data Processor.

3. Both parties shall comply with all applicable requirements of the Data Protection Legislation Specific details of the data processing under this Contract are set out in the Appendix to this Schedule.

4. VoloForce shall

4.1 process the Client’s Personal Data only to the extent, and in such a manner, as is necessary for the administration of this Contract and supply of the Services and in accordance with the Client’s written instructions (as agreed in this Contract) from time to time. VoloForce shall not process the Client’s Personal Data for any other purpose unless required to do so by law, in which case, where legally permitted, VoloForce shall inform the Client of such legal requirement before processing.

4.2 implement appropriate technical and organisational measures to protect the Client’s Personal Data against unauthorised or unlawful processing and accidental destruction, damage or loss, so as to allow the Client to comply with its obligations under the Data Protection Legislation.

4.3 procure that any VoloForce personnel authorised to process Client’s Personal Data shall be subject to a binding duty of confidentiality in respect of such data.

4.4 promptly comply with any written request from the Client requiring VoloForce to amend, transfer or (unless required by law to retain the relevant personal data) delete the Client’s Personal Data provided that where such actions are outside the scope of the Services, the Client shall pay VoloForce’s reasonable charges (based on its standard daily rate) for doing so.

- 4.5 at the Client's written request and expense, provide to the Client a copy of the Client's Personal Data held by it.
- 4.6 promptly inform the Client if any of the Client's Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. VoloForce will use its reasonable commercial endeavours to restore such personal data from back-up copies.
- 4.7 maintain complete and accurate records and information to demonstrate its compliance with this Schedule 3.
- 4.8 subject to the Client paying VoloForce's reasonable charges and subject to such conditions as VoloForce reasonably deems necessary to protect the confidentiality and security of its facilities, equipment, information and data, provide such information and such assistance to the Client as the Client may reasonably require and within the timescales reasonably specified by the Client, to allow the Client to comply with its obligations under the Data Protection Legislation, including assisting the Client to:
  - 4.8.1 comply with its own security obligations;
  - 4.8.2 discharge its obligations to respond to requests for exercising data subjects' rights;
  - 4.8.3 comply with its obligations to inform data subjects about serious personal data breaches;
  - 4.8.4 carry out privacy impact assessments and audit privacy impact assessment compliance; and
  - 4.8.5 consult with the applicable supervisory authority following a privacy impact assessment.

## 5 Disclosure of Information and Resolutions

- 5.1 VoloForce does not disclose personal information to third parties, unless by court order or subpoena.
- 5.2 While entering Data in the user Fields, any data that needs to be limited shall use the GDPR save button. This will provide additional protection under our Life Cycle Management data policies.
- 5.3 VoloForce LLC is subject to investigatory and enforcement powers of the Federal Trade Commission.
- 5.4 If an individual does not feel that VoloForce has met the standards of protection of personal data or if they feel their personal data has been breached by intentional disclosure, the individual can request that the matter be resolved through binding arbitration

5.5 VoloForce uses Virtual Private Servers (VPS). The databases associated with each VPS are backed up nightly. VoloForce will not transfer any data to third parties without the expressed permission of the organisation paying for the service. In this case VoloForce will email each user to inform them of the transfer and will give them ample time to opt out or delete their data. In all cases the data is limited to the account holder's username only.

6 If VoloForce receives any complaint, notice or communication which relates to the processing of the Client's Personal Data or to either party's compliance with the Data Protection Legislation, where relevant to this Contract, it shall notify the Client without undue delay and it shall provide the Client with such co-operation and assistance in relation to any such complaint, notice or communication as is reasonable.

7 VoloForce complies with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union to the United States. VoloForce has certified to the Department of Commerce that it adheres to the Privacy Shield Principles.

If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>

VoloForce commits to cooperate with EU data protection authorities (DPAs) and comply with the advice given by such authorities regarding human resources data transferred from the EU in the context of the employment relationship

## 8 Warranties

8.1 VoloForce warrants that it will process the Client's Personal Data in compliance with the Data Protection Legislation.

8.2 The Client warrants that it has and shall continue to obtain all necessary consent from data subjects for the processing of the Client's Personal Data in accordance with these terms.

## 9 Appointment of Sub-contractors

9.1 In the course of supplying the Services, VoloForce uses Sub-contractors from time to time and such Sub-contractors may process the Client's Personal Data. VoloForce confirms that it enters

into written agreements with such Sub-contractors and, as a minimum, requires such Sub-contractors to comply with Data Protection Legislation.

9.2 As between VoloForce and the Client, VoloForce shall remain fully liable for all acts and omissions of Sub-contractors in connection with the delivery of the Services under this Contract.

9.3 At the written request of the Client, VoloForce will inform the Client of the Sub-contractors who are appointed as sub-processors of the Client's Personal Data, such information being commercially sensitive and confidential.

## **10 Location of the Client's Personal Data**

10.1 VoloForce processes data within the European Economic Area ("EEA"). However, certain Sub-contractors have facilities located outside the EEA and may therefore sub-process the Client's Personal Data outside the EEA.

10.2 VoloForce will inform the Client in advance if any Module or element of the Services would involve the Client's Personal Data being transferred outside the EEA. Where the Client subsequently subscribes to such Module or Services, it shall have consented to the transfer of the Client's Personal Data outside the EEA. The Client acknowledges that if it withdraws such consent, it will no longer be able to use the relevant Services but shall remain liable for the associated Charges for the relevant Service.

10.3 Where a Sub-contractor sub-processes personal data outside the EEA, VoloForce requires it to comply with relevant Data Protection Legislation for example by requiring a relevant privacy shield certification or agreement to the EU Model Contract Clauses, as appropriate.

## Appendix

### Data Processing Information

#### Categories of Data Subject

- Employee name
- Employee job title
- Employee work address
- Employee work email
- Employee work phone number
- Employee line manager
- Employee information requested in actions by the client, completed by the client
- Client's customer information requested in actions, completed by the client

#### Types of personal data

The Client will transfer the following categories of Personal Data to VoloForce;

- Employee name, job title, work address, email address and phone number

#### Purpose of the processing

For carrying out the Services in accordance with this Agreement.

#### Nature of the processing

The Personal Data will be transferred via secure file transfer or via the VoloForce Solicitation API as further described in the description of the Services set out in Schedule 1.

The Sub-contractors listed below may sub-process personal data.

#### Sub-contractors

[NB: below is a list sub-processors of Personal Data which may be relevant to your contract]

<b>Service</b>	<b>Sub-contractor</b>	<b>Data processed outside EEA?</b>
Software Development and bug fixing	VoloForce LLC	Yes – we may wish for some data to be processed by our parent company in the US. Covered under the EU-US Privacy Shield framework
Data Centre and services	Linode	No
Email Relay Provider	SendGrid	Yes – there may be occasion where data is processed in the US. Covered under the EU-US Privacy Shield Framework. In addition, a Data Processing Agreement is in place.
SMS delivery	N/A	No

VoloForce shall inform the Client of any changes to the above list of Sub-contractors.