



SwiftScript 
Virtual Assistant
Business Support

Data Processing Terms



DEFINITIONS

Applicable Laws: means:

- a)** To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom.
- b)** To the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which SwiftScript is subject.

Applicable Data Protection Laws: means:

- a)** To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- b)** To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which SwiftScript is subject, which relates to the protection of personal data.

Customer Personal Data: any personal data which SwiftScript processes in connection with this agreement, in the capacity of a processor on behalf of the Customer.

Data Processing Annex: means the document to be completed for each Order in the form set out in Annex 1.

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

Purpose: the purposes for which the Customer Personal Data is processed, as set out in **Error! Bookmark not defined.****Error! Reference source not found..**

SwiftScript Personal Data: any personal data which SwiftScript processes in connection with this agreement, in the capacity of a controller.

UK GDPR: has the meaning given to it in the Data Protection Act 2018.

1. DATA PROTECTION

- 1.1** For the purposes of this section 1, the terms **controller, processor, data subject, personal data, personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.
- 1.2** Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This section is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 1.3** The parties have determined that, for the purposes of Applicable Data Protection Laws, the Customer is the Controller, and SwiftScript is the Processor of the Customer Personal Data.
- 1.4** Should the determination in section 1.3 change, then each party shall work together in good faith to make any changes which are necessary to this section or the related schedules.
- 1.5** Without prejudice to the generality of section 1.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the SwiftScript Personal Data and Customer Personal Data to SwiftScript for the duration and purposes of this agreement.
- 1.6** In relation to the Customer Personal Data, the Data Processing Annex sets out the scope, nature and purpose of processing by SwiftScript, the duration of the processing and the types of personal data and categories of data subject.



- 1.7** Without prejudice to the generality of section 1.2 SwiftScript shall, in relation to Customer Personal Data:
- (a)** store Customer Personal Data within secure UK and EU environments. Our email systems are hosted in Frankfurt and Redditch, and our website is hosted on Amazon Web Services using UK/EU data centres. On occasion, SwiftScript may access Customer Personal Data remotely when working securely from other locations. Any such access is protected by strong technical and organisational measures and always carried out in full accordance with Applicable Data Protection Laws.
 - (b)** make available all information reasonably necessary to demonstrate compliance and allow for audits, including inspections, conducted by the Customer or an auditor mandated by the Customer.
 - (c)** retain Customer Personal Data only for the duration of the contract and for up to 60 days in secure backups before automated deletion.
 - (d)** verify the deletion of Customer Personal Data by confirming removal from all systems in which such data was stored and by recording the date of deletion in its internal deletion log. Where Customer Personal Data forms part of system backups, SwiftScript shall rely on the system's automated backup-deletion cycle and shall record the date on which the relevant backup is scheduled to be purged. SwiftScript shall make such records available to the Customer upon reasonable request.
 - (e)** process that Customer Personal Data only on the documented instructions of the Customer, unless SwiftScript is required by Applicable Laws to otherwise process that Customer Personal Data. Where SwiftScript is relying on Applicable Laws as the basis for processing Customer Processor Data, SwiftScript shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer. SwiftScript shall inform the Customer if, in the opinion of SwiftScript, the instructions of the Customer infringe Applicable Data Protection Laws;
 - (f)** implement the technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms are 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;
 - (g)** ensure that any personnel engaged and authorised by SwiftScript to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
 - (h)** assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to SwiftScript), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (i)** notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
 - (j)** at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the agreement unless SwiftScript is required by Applicable Law to continue to process that Customer Personal Data.



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Colchester, Essex

- (k) For the purposes of this 31.7(j) Customer Personal Data shall be considered deleted where it is put beyond further use by SwiftScript; and
- (l) maintain records to demonstrate its compliance with this regulation.

1.8 SwiftScript will not appoint sub-processors without prior agreement of the Customer. SwiftScript confirms that it will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this section 1 and in either case which SwiftScript confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and SwiftScript, SwiftScript shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this section 1.

1.9 The Customer hereby provides its prior, general authorisation for SwiftScript to transfer Customer Personal Data outside of the UK as required for the Purpose, provided that SwiftScript shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of SwiftScript, including any request to enter into any appropriate transfer mechanism and standard data protection clauses adopted by the EU Commission (EU Standard Contractual Clauses (SCCs)), the UK Addendum for the Information Commissioner's Office (ICO), or the UK International Data Transfer Agreement (IDTA), as applicable.



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ANNEX 1:

Client Data Processing Agreement

Client Name – . . . Consultancy Ltd

1. Particulars of processing

- 1.1. **Scope:** I will process information provided by the Client for the provision of the Services, in accordance with the instructions of the Client.
- 1.2. **Nature:** using, recording, organising, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing Client Personal Data.
- 1.3. **Purpose of processing:** to comply with our contractual obligations under the Contract.
- 1.4. **Duration of the processing:** the term of the Contract.

2. Types of Personal Data

Data necessary for the provision of the Services, which may include, but is not limited to name, date of birth, job role, address, email, phone number, employer, bank details, National Insurance Numbers, passport, driving licence, absence information, gender, health information, and other protected characteristics.

3. Categories of Data Subject

The categories of data subjects refer to the different groups of individuals whose personal data is collected, stored, and processed, such as:

- **Customers or prospective customers** – information about those that use a company's services or have enquired about their services
- **Multiple** – where more than one type of individual's data is potentially involved in a breach
- **Children** – Personal data about individuals under the age of 18, which has additional protections under regulations like the GDPR
- **Customers** – Individuals who purchase products or services from a business. Their data may include names, contact information, and transaction history
- **Vulnerable adults** – Adults who may require additional protections due to disabilities, mental health issues, or other factors that place them in a vulnerable position
- **Employees** – Information collected about staff members, which can include sensitive data such as financial information and health records
- **Patients** – Individuals who have received medical services. This data is often sensitive and included medical history and treatment details
- **Students** – Children or adults who enrolled in educational institutions, whose data may include academic records and personal information
- **Subscribers** – Individuals who have signed up for newsletters or regular services, which may or may not overlap with customer data
- **Users** - Individuals that use a service, such as a social media platform or forum, without necessarily purchasing a product

Signed:

Date:

Please sign and return to: info@swiftscript.co.uk

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