

# ON THE SEEN

## LONDON

### Privacy Policy

#### 1. DATA PROTECTION

- 1.1 Both parties will comply with all applicable requirements of all applicable data protection and privacy legislation in force from time to time in (or otherwise applicable to) the UK (**Data Protection Legislation**) and any other laws applicable to the UK (**Applicable Laws**). All *defined terms* in this condition have the meanings ascribed to them in the Data Protection Legislation
- 1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, On The Seen is the *Controller* and you are the *Processor* and without prejudice to the generality of condition 7.1, we will ensure that we have all necessary appropriate consents and notices in place to enable lawful transfer of *Personal Data* to you for the duration and purposes of this Agreement.
- 1.3 Without prejudice to the generality of condition 7.1, you shall, in relation to any *Personal Data* processed in connection with the performance by you of your obligations under this Agreement:
  - (a) process that *Personal Data* only on our documented written instructions unless you are required by *Applicable Laws* to otherwise process that *Personal Data*;
  - (b) ensure that you have in place appropriate technical and organisational measures, reviewed and approved by us, to protect against unauthorised or unlawful processing of *Personal Data* and against accidental loss or destruction of, or damage to, *Personal Data*, 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;
  - (c) ensure that all personnel who have access to and/or process *Personal Data* are obliged to keep the *Personal Data* confidential; and
  - (d) not transfer any *Personal Data* outside of the European Economic Area unless our prior written consent and that of the data subject has been obtained and the following conditions are fulfilled:
    - (i) appropriate safeguards are in place in relation to the transfer;
    - (ii) the data subject has enforceable rights and effective legal remedies;
    - (iii) you comply with your obligations under the Data Protection Legislation by providing an adequate level of protection to any *Personal Data* that is transferred; and with reasonable instructions notified to it in advance by us or the data subject with respect to the processing of the *Personal Data*;
  - (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - (f) notify us without undue delay on becoming aware of a *Personal Data Breach*;
  - (g) delete or return *Personal Data* and copies thereof to us on termination of this Agreement unless required by *Applicable Law* to store the *Personal Data*; and

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(h) maintain complete and accurate records and information to demonstrate your compliance with this condition 7

1.4 We do not consent to you appointing any third-party processor of Personal Data under this agreement.

1.5 Either party may, at any time on not less than 30 days' notice, revise this condition 7 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement)

### **2. INTELLECTUAL PROPERTY**

2.1 All rights in the name On The Seen and any logos, trademarks or intellectual property rights associated with our business and/or brand are owned by us and you shall not obtain any rights in them by virtue of this Agreement.

2.2 All rights in your name any logos, trademarks or intellectual property rights associated with your business and/or brand are owned by you and we shall not obtain any rights in them by virtue of this Agreement.

### **3. Confidentiality**

(a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by condition 11.3(b).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this condition 11.3; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this Agreement.

(d) You may be required to enter into a confidentiality/non-disclosure agreement with a Client as part of the Job Specification and acknowledge that, where requested, this is an integral part of the Job Specification.

### **4. Security**

Keeping information about you secure is very important to us and certain sections of the site may encrypt data using SSL or a comparable standard. However, no data transmission over the Internet can be guaranteed to be totally secure. As a result, whilst we strive to protect your

personal information, we cannot ensure or warrant the security of any information which you send to us, and you do so at your own risk.

**5. Automated decisions**

Parts of and our billing process are automatic and we may process your personal data as part of and the billing process.

**6. Accessing and updating your personal information**

We will always provide you with a copy of the personal information we have stored, should you request it and you have the option to correct should you need to.

**Questions?**

If you have any questions or complaints relating to this Privacy Policy or how we use the personal information we have about you, please contact us using the contact form on this website and we will endeavour to respond to you promptly.