content catalyst

CONTENT CATALYST TERMS OF SERVICE

DATA PROCESSING AGREEMENT

This Data Processing Agreement or DPA is appended to and shall form part of Content Catalyst Terms of Service. This Data Processing Agreement shall apply to the extent that Content Catalyst processes any Personal Data on behalf of the Customer in performing its obligations under the Agreement.

1. Definitions

1.1. In this Data Processing Agreement, terms defined in the Glossary (which forms part of Content Catalyst's Terms of Service) shall have the meaning given there and the following terms shall have the following meanings:

1.2. "**Controller**", "**Processor**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**processing**" and "**appropriate technical and organisational measures**" shall have the meaning given in the Data Protection Legislation.

1.3. "**Data Protection Legislation**" means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) ("UK GDPR"); the Data Protection Act 2018 ("DPA 2018") (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.4. "**Domestic Law**" means the law of the United Kingdom or a part of the United Kingdom.

2. Data Protection Obligations

2.1. Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Data Protection Agreement is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.

2.2. The Parties acknowledge that for the purposes of the Data Protection Legislation, to the extent that Content Catalyst processes any Personal Data on behalf of the Customer in performing any Services, the Customer is the Controller and Content Catalyst is the Processor of that Personal Data. Section 3 of this Data Protection Agreement below sets out the scope, nature and purpose of processing by Content Catalyst, the duration of the processing and the types of Personal Data and categories of Data Subject.

2.3. Without prejudice to the generality of paragraph 2.1 of this Data Protection Agreement, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Content Catalyst for the duration and purposes of this Agreement.

2.4. Without prejudice to the generality of paragraph 2.1 of this Data Protection Agreement, Content Catalyst shall, in relation to any Personal Data processed in connection with the performance by Content Catalyst of its obligations under this Agreement:

2.4.1. process that Personal Data only on the documented written instructions of the Customer unless Content Catalyst is required by Domestic Law to otherwise process that Personal Data. Where Content Catalyst is relying on Domestic Law as the basis for processing Personal Data, Content Catalyst shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits Content Catalyst from so notifying the Customer;

2.4.2. ensure that it has in place appropriate technical and organisational measures, 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 (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 the technical and organisational measures adopted by it);

2.4.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

2.4.4. not transfer any Personal Data outside of the UK or EEA unless the following conditions are fulfilled: (a) the Customer or Content Catalyst has provided appropriate safeguards in relation to the transfer; (b) the Data Subject has enforceable rights and effective legal remedies; (c) Content Catalyst complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and (d) Content Catalyst complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

2.4.5. 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;

2.4.6. notify the Customer without undue delay on becoming aware of a Personal Data Breach;

2.4.7. at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Agreement unless required by Domestic Law to store the Personal Data; and

2.4.8. maintain complete and accurate records and information to demonstrate its compliance with this Data Protection Agreement and allow for audits by the Customer or the Customer's designated auditor and promptly inform the Customer if, in the opinion of Content Catalyst, an instruction infringes the Data Protection Legislation.

2.5. The Customer consents to Content Catalyst appointing third-party processors of Personal Data under this Agreement. Content Catalyst confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this Data Protection Agreement and in either case which Content Catalyst confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and Content Catalyst, Content Catalyst shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause. Content Catalyst will provide the Customer with details of the third-party processors of Personal Data that it has appointed under this Agreement on request.

3. Particulars of Processing, Personal Data and Data Subjects

3.1. Scope: Content Catalyst is providing a Subscription Service to the Customer which enables the Customer to publish content and to make that content available to its customers and Content Catalyst may provide other related Services to the Customer (such as Professional Services and Enhanced Support Services).

3.2. Nature: In the course of providing the Subscription Service and other Services, Content Catalyst may process Personal Data on behalf of the Customer.

3.3. Purpose of Processing: Content Catalyst shall process Personal Data on behalf of the Customer, solely for the purposes of providing the Subscription Services and any other Services.

3.4. Duration of the Processing: The processing shall continue for so long as is necessary for Content Catalyst to provide the Subscription Services and any other Services.

3.5. Types of Personal Data: The types of Personal Data processed under this Agreement may include the following: (i) names, contact details, log-in credentials of the Data Subjects detailed below; (ii) usage data concerning the Data Subjects detailed below and their use of the Subscription Services and content accessed through it.

3.6. Categories of Data Subject: The categories of Data Subject whose Personal Data may be processed under this Agreement may include the following: (i) personnel of the Customer using the Subscription Service; and (ii) customers and clients of the Customer (and their personnel) accessing content through the Subscription Services.

3.7. Sub-processors: As at the date of last issue of this Data Processing Agreement Sub-processors used by Content Catalyst include the following suppliers: (i) Amazon Web Services (AWS); (ii) SendGrid.

4. **Versions Control**

4.1. Version: This is Version 1 of this Data Processing Agreement which was last updated on 19 November 2024.