



TERMS AND CONDITIONS

Please read this agreement carefully before accessing or using any of the resources available on the Language Angels website.

These Terms and Conditions are designed to ensure that you and your children have a safe and enjoyable experience with Language Angels. The information and services on this website are provided by Language Angels subject to your agreement to the Terms and Conditions below.

ACCESS

Subscribing will entitle you to access and use Language Angels lessons and resources within your educational establishment (this includes your home if you are a home educator educating your children at home). Access does NOT extend to other establishments (this includes feeder schools, partner schools or other home educators). You must not share your individual login details with other parties or users. Under no circumstances are you permitted to sell or give your user login details to other potential users – for financial gain or not. The registered member for an account is responsible for ensuring that these Terms and Conditions are complied with. Users agree to be bound by these Terms and Conditions. You will promptly notify us of any known or suspected unauthorised use(s) of your account, or any known or suspected breach of security, including loss, theft, or accidental disclosure of your username and password.

SUBSCRIPTION FEES & RENEWAL

All subscriptions will be pre-paid. Once your subscription purchase payment has been approved your account will be activated for immediate use. Language Angels reserves the right to change the amount of any fees or charges for the online products and services it provides, and to institute new fees by posting such changes on this website. **Language Angels will not automatically renew your subscription when it runs out. It is your responsibility to renew your subscription before its expiry date.** You will be advised to renew your subscription at least two weeks before your account is due to expire. We cannot prioritise or fast-track any renewal application as our policy is to process applications on a first-come first-served basis to warrant an equal and fair level of service.

PAYMENT TERMS

Payment terms are 30 days from date of invoice. We accept payments by BACS, cheque or card (available by clicking on the link that can be found on our invoices). Please bear in mind that payments received by cheque may take longer to be received and reconciled. Email reminders will be sent to the accounts email address we hold on file a week before an invoice becomes due. Once an invoice is



overdue, reminders will be sent on a regular basis to chase payment. If the reminders are sent to the wrong email address, please forward to the correct email address for the attention of the relevant person. Please do not ignore the reminder emails. Once an invoice is more than 50 days overdue, we reserve the right to suspend your account and subscription until payment in full is received. Teachers and other employees will not be able to access the Language Angels platform or any of the resources.

Remittances should be emailed to accounts@nubridgepublishing.co.uk. In the exceptional case a remittance cannot be emailed, an email should be sent to accounts@nubridgepublishing.co.uk stating: payment method, payment date (including when the payment should reach our bank account) and the payment reference used. If you have any questions in relation to payments, please email accounts@nubridgepublishing.co.uk.

REFUND POLICY

Should you want or need to cancel a subscription we offer a 30-day refund guarantee. If, for any reason, you wish to cancel your subscription and / or purchase you must inform us via email within 30- days of your purchase payment date. You can email us at support@languageangels.com stating your name, username, subscription email address and the reason for your cancellation request. Upon receipt of your cancellation request we will issue a refund using the same payment method which was used to make payment to us.

Please note that we cannot and will not accept any cancellation of subscription or request for refund if they are received after 30-days have passed since your purchase payment date.

LOGIN DETAILS

Your access to the service is via a unique username and password per user. **Login details must not be shared with anyone nor should they be displayed publicly (e.g. on a school website, forum or blog).** Once login details are issued it is the responsibility of the user to keep a record of them. You are responsible for maintaining the confidentiality of your username and password, and you will be responsible for all uses of your username and password, whether or not authorised by you. When renewing a subscription, a new password may have to be selected in order to prevent unauthorised access of your account.

Account registration must be for an authorised school email address. Personal email addresses must not be used for registration purposes. Any accounts found to have been created using a personal email address will be deleted without warning.

COPYRIGHTS

All materials contained on the Language Angels website (as well as the organisation, colour scheme and layout of the site), are owned and copyrighted by Language Angels. This means that you may only view or download material from the website for your or your child's own use provided that you maintain all copyright and other proprietary notices. Modification of the materials or use of the materials for any other purpose is strictly prohibited. **No part of the website can be copied, cached or made accessible**



through links from a website or Intranet. Linking to any page other than the index page (www.languageangels.com) constitutes a breach of our Terms and Conditions.

CHANGES TO THE SITE

Language Angels may make improvements or changes in the information, services, products, and other materials on their website, or terminate the service or part of the service, at any time without notice. Language Angels may modify this agreement at any time, and such modifications shall be effective immediately upon posting of the modified agreement. Accordingly, you agree to review the agreement periodically, and your continued access or use of this site shall be deemed your acceptance of the modified agreement.

LINKS TO THIRD PARTY SITES

The Language Angels website may include links to other Internet sites solely as a convenience to users. Although these sites have been reviewed, Language Angels does not endorse them and is not responsible for the information, material, products or services they contain. If users believe any of these sites contain inappropriate material, they must immediately inform Language Angels.

DISCLAIMERS

Language Angels strives to keep the information on this site accurate, complete, and up-to-date. However, errors and omissions do occur and you should not take the accuracy of the information for granted. Language Angels aims to correct reported errors within 24 hours. All content and other materials published or otherwise made available through Language Angels are provided "as is" and "as available" and without warranties of any kind, including suitability to a particular purpose.

Because of the nature of the service, Language Angels does not warrant that it will be uninterrupted and available at all times. We will not be liable if we are unable to perform our obligations under these Terms and Conditions due to the failure of any machine, data processing system or transmission link or to any circumstances beyond our control. Because we do not have control over your local Internet connection and computer specifications and settings, we make no warranty or representation that you will be able to access all parts of the website reliably. Technical support and advice should be sought from your ISP provider or IT technician **before** you subscribe to the service to make sure that your network and Internet connection meet the technical requirements.

REMEDIES FOR BREACH OF TERMS

In the event that Language Angels determines, in its sole discretion, that you have breached any portion of these Terms and Conditions, or have otherwise demonstrated inappropriate conduct, Language Angels reserves the right to suspend or terminate your account with Language Angels and/or any other Language Angels related service. We may terminate your account at any time without prior notice if you commit a breach of these Terms and Conditions. No compensation or refund will be issued in these instances.



DATA PROTECTION AND DPA

Language Angels is committed to protecting the privacy of its members. Our Privacy notice is available in [Appendix 1](#).

These Terms and Conditions should be read alongside our Data Processing Agreement (DPA), which applies where personal data is entered into inputs when using the Language Angels system. The DPA forms part of these Terms and Conditions. By using our products, you agree to both these Terms and the DPA in [Appendix 2](#)

TERMS OF USE

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Disputes arising here from shall be exclusively subject to the jurisdiction of the courts of England and Wales. If these Terms and Conditions are not accepted in full, you should not access or use the service.



USER LICENCE AGREEMENT

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE USING THE RESOURCE MATERIALS.

This licence agreement (Licence) is a legal agreement between you (Licensee or you) and Language Angels (a brand of Nubridge Publishing Limited) of 33 – 35 Daws House, Daws Lane, London NW7 4SD (Licensor or we) for this product (Resource Material), which includes computer software and electronic resources (Software) and printed / printable materials.

BY USING THIS RESOURCE MATERIAL, YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU, YOUR EMPLOYEES AND/OR YOUR PUPILS. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE ARE UNWILLING TO LICENSE THE RESOURCE MATERIAL TO YOU AND YOU MUST CEASE TO USE IT IMMEDIATELY.

1. GRANT AND SCOPE OF LICENCE

- In consideration of you agreeing to abide by the terms of this Licence, we hereby grant to you a non-exclusive, non-transferable licence to use the Resource Material and the Software in the UK on the terms of this Licence.

2. LICENSEE'S UNDERTAKINGS

- Except as expressly set out in this Licence or as permitted by any local law, you undertake:
- not to copy the Software or Resource Material except where such copying is incidental to normal use;
- not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Resource Material;
- not to make alterations to, or modifications of, the whole or any part of the Resource Material or Software nor permit the Resource Material and Software or any part of it to be combined with, or become incorporated in, any other programs;
- not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:
 - i. is used only for the purpose of achieving inter-operability of the Software with another software program;
 - ii. is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it;
 - iii. and is not used to create any software which is substantially similar to the Software.



- to supervise and control use of the Resource Material and ensure that the Resource Material is used in accordance with the terms of this Licence including any agreed number of users;
- to include the copyright notice of the Licensor on all entire and partial copies of the Resource Material in any form;
- not to provide, or otherwise make available, the Resource Material in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from the Licensor;

3. INTELLECTUAL PROPERTY RIGHTS

- You acknowledge that all intellectual property rights in the Software and the Resource Material throughout the world belong to the Licensor, that rights in the Resource Material are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Resource Material other than the right to use them in accordance with the terms of this Licence.
- You acknowledge that the Resource Material has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Resource Material meet your requirements.

4. LICENSOR'S LIABILITY

- Nothing in this Licence shall exclude or in any way limit the Licensor's liability for fraud, or for death and personal injury caused by its negligence, or any other liability to the extent that it cannot be excluded or limited as a matter of law.
- Subject to the point above the Licensor shall not be liable under or in connection with this Licence or any collateral contract for:
 - i. loss of income;
 - ii. loss of business profits or contracts;
 - iii. business interruption;
 - iv. loss of the use of money or anticipated savings;
 - v. loss of information;
 - vi. loss of opportunity, goodwill or reputation;
 - vii. loss of, damage to or corruption of data; or
 - viii. any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise; provided that this shall not prevent claims for loss of or damage to your tangible property that fall within the terms of these conditions or any other claims for direct financial loss that are not excluded by any of categories inclusive of this condition.
- The Licensor's maximum aggregate liability under or in connection with this Licence, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to the Licence Fee or Subscription Fee.
- This Licence sets out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Software and Resource Material. In particular, there are no



conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this Licence. Any condition, warranty, representation or other term concerning the supply of the Software and Resource Material which might otherwise be implied into, or incorporated in, this Licence, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

5. TERMINATION

- The Licensor may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 3 days after the service on you of written notice requiring you to do so.
- Upon termination for any reason:
 - i. all rights granted to you under this Licence shall cease;
 - ii. you must cease all activities authorised by this Licence;
 - iii. you must immediately pay to the Licensor any sums due to the Licensor under this Licence; and
 - iv. you must immediately delete or remove the Resource Material and Software from all computer equipment in your possession and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Resource Material and Software then in your possession, custody or control and, in the case of destruction, certify to the Licensor that you have done so.

6. TRANSFER OF RIGHTS AND OBLIGATIONS

- This Licence is binding on you and us and on our respective successors and assigns.
- You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without our prior written consent.
- The Licensor may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of his rights or obligations arising under it, at any time during the term of the Licence.

7. WAIVER

- If the Licensor fails, at any time during the term of this Licence, to insist on strict performance of any of your obligations under this Licence, or if the Licensor fails to exercise any of the rights or remedies to which he is entitled under this Licence, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- A waiver by the Licensor of any default shall not constitute a waiver of any subsequent default.
- No waiver by the Licensor of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.



8. SEVERABILITY

- If any of the terms of this Licence are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

9. ENTIRE AGREEMENT

- This Licence and any document expressly referred to in it represents the entire agreement between us in relation to the licensing of the Software and Resource Material and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.
- We each acknowledge that, in entering into this Licence, neither of us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between us before entering into this Licence except as expressly stated in this Licence.
- Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into this Licence (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in this Licence.

10. LAW AND JURISDICTION

- This Licence, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non-exclusive jurisdiction of the English courts.



Appendix 1



Privacy Notice – Language Angels

Last updated: 28th April 2026

Who We Are

We are Nubridge Publishing Ltd (t/a Language Angels), providing primary language learning resources to schools in the UK and beyond.

- Company number: 07024732
- Registered address: 16 Wolstonbury, Woodside Park, London, N12 7BA
- ICO Registration: ZA769697
- Contact us:
 - Email: support@languageangels.com
 - Phone: 020 8446 5171

We are the Controller when we collect and use personal data for our own purposes. When school employees upload pupil data into our platform, we act as a Processor.

Our Role – Controller and Processor

We may act as both a Controller and a Processor, depending on the situation.

- Controller – for school user accounts, and direct enquiries from teachers or staff.
- Joint Controller – with Facebook, in relation to the private 'Language Angels Community' Facebook support group.
- Processor – when processing pupil data uploaded by schools. In this role, the school is the Controller, and we act strictly on their instructions.

All pupil data requests must be directed to the relevant school.

What Data We Collect

Depending on your interaction with us, we may collect:

- Name, job title, and school affiliation
- Contact details: school email address, phone number (if provided)
- Facebook username (for Facebook group access)



Why We Use Your Personal Data

We use your personal data for the following purposes:

Purpose	Lawful Basis
Providing access to Language Angels resources (credential management)	Legitimate Interests
Managing user accounts and responding to support requests	Legitimate Interests
To stay in touch regarding the school account status and payments	Legitimate Interests
To send emails regarding paid subscription options during and after a free trial, or at the end of the school's current subscription period.	Legitimate Interests
To monitor website usage for security reasons	Legitimate Interests
Operating our Facebook Community group	Legitimate Interests
Meeting legal or regulatory requirements	Legal Obligation
Monitoring Language Angels usage to ensure that credentials are not shared between users or organisations	Legitimate Interests
To follow up with schools or individuals who may have shared credentials with other users or organisations.	Legitimate Interests

We do not use your data for profiling. Where we rely on Legitimate Interests, we always balance our interests with your rights and freedoms.

Who We Share Your Data With

We use a number of reputable service providers to help us operate our services. These include providers for CRM, hosting, technical support, and data backup. Where we share data, we ensure that the minimum of data is shared, and that it is only accessed under strict contractual safeguards.

Transfers of Data

If you need technical support, some data may be transferred outside the UK to our support team, who are outside of the UK so that they are able to investigate your issue and resolve the problem you're having. In such cases, we ensure there are lawful transfer mechanisms in place, including Standard Contractual Clauses and the UK Addendum.



Data Retention

We retain personal data for as long as needed to provide our services and comply with our legal obligations.

- User data is held in our CRM for 5 years after a subscription ends. After this point, the user data is deleted, and the school record remains.
- Pupil data is retained for the duration of the subscription and for up to 60 days following its end. Schools may export this data at any time during the subscription period. We will delete pupil data before the end of the 60-day export window on receipt of a written instruction from the Language Angels lead.
- Facebook group data is held for as long as you remain an active member or until removed.

Your Rights

Under the UK GDPR, you have certain rights regarding your personal data. Please note the following distinctions:

When Nubridge Publishing is the Controller (direct enquiries):

- **Right to be Informed:** You have the right to clear information about our processing of your data. If you feel that we have missed anything from this Privacy Notice, please let us know and we will uplift s necessary.
- **Right of Access:** You can request a copy of the personal data we hold about you.
- **Right to Rectification:** You may request corrections to any inaccurate or incomplete data.
- **Right to Erasure:** In certain circumstances, you can ask for your data to be deleted.
- **Right to Restrict Processing:** You can request limitations on how your data is processed.
- **Right to Data Portability:** You have the right to receive your data in a structured, commonly used format.
- **Right to Object:** You may object to certain types of processing, including direct marketing or processing based on legitimate interests.
- **Right Regarding Automated Decision-Making:** You are entitled to not be subject to decisions based solely on automated processing.

We have one month to fulfil the above rights.

- **Right to Complain:** If you believe your data has been handled in breach of data protection law, you have the right to raise a complaint directly with us.

We are required to acknowledge it within 30 days and keep you informed of progress.

When Nubridge Publishing Acts as a Processor (on behalf of a school):

- The overall purposes and means of processing are determined by the school (the Controller). For any issues regarding these aspects, please contact the school directly.

To exercise your rights, please contact us at the details provided below. If your query relates to processing carried out on behalf of a school, you will need to contact the school directly.



How to Exercise Your Rights

If you would like to exercise any of your legal rights or raise any concerns about our handling of your personal data, please contact our team at support@languageangels.com or call us on 020 8446 5171. If you remain dissatisfied, you have the right to lodge a complaint with the Information Commissioner's Office (ICO) via <https://ico.org.uk>.

Security

All personal data is stored in secure UK-based data centres. We use encryption at rest and in transit. Access to personal data is restricted to authorised personnel only.

We review our security measures regularly to ensure they remain appropriate.

Changes to This Notice

If we make significant changes to this notice, we will update our website and notify affected users by email where appropriate.

Contact Us

Nubridge Publishing Ltd (t/a Language Angels)

Email: support@languageangels.com

Phone: 020 8446 5171



Appendix 2



DATA PROCESSING AGREEMENT

This Data Processing Agreement applies where users enter personal data into their inputs when using the Language Angels system. It is incorporated into our Terms and Conditions. By using our products, you have indicated your agreement to the Terms and this Data Processing Agreement:

VARIABLES															
Parties' relationship	Controller to Processor														
Parties' roles	The School using Language Angels software is a Controller Nubridge Publishing Limited (Language Angels) is a Processor														
Contacts	<table border="0"> <tr> <td>Controller</td> <td>Processor</td> </tr> <tr> <td>As per subscription or trial agreement entered into.</td> <td>support@languageangels.com</td> </tr> <tr> <td></td> <td>Office location:</td> </tr> <tr> <td></td> <td>Daws House 33-35 Daws Lane London - NW7 4SD</td> </tr> <tr> <td></td> <td>(020) 8446-5171</td> </tr> <tr> <td></td> <td>Registered company address:</td> </tr> <tr> <td></td> <td>Nubridge Publishing Limited 16 Wolstonbury, Woodside Park London N12 7BA</td> </tr> </table>	Controller	Processor	As per subscription or trial agreement entered into.	support@languageangels.com		Office location:		Daws House 33-35 Daws Lane London - NW7 4SD		(020) 8446-5171		Registered company address:		Nubridge Publishing Limited 16 Wolstonbury, Woodside Park London N12 7BA
Controller	Processor														
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	Daws House 33-35 Daws Lane London - NW7 4SD														
	(020) 8446-5171														
	Registered company address:														
	Nubridge Publishing Limited 16 Wolstonbury, Woodside Park London N12 7BA														
Main Agreement	Terms & Conditions and User Licence Agreement sections of this document.														
Term	This DPA will commence on the first day of a trial or paid subscription and will continue for the period of the subscription or free trial period.														
Breach Notification Period	If the personal data of the school is breached, we will inform you without undue delay.														
Sub-processor Notification Period	If we need to engage a new sub-processor, we will inform you within a reasonable timeframe before the new sub-processor takes effect.														



Liability Cap	Each party's aggregate liability under this DPA will not exceed the liability caps as per the Main Agreement.
Governing Law and Jurisdiction	England and Wales
Data Protection Laws	<p>All laws and regulations applicable to the processing of personal data in the jurisdictions in which the Controller and Processor respectively operate, as amended or replaced from time to time</p> <p>This includes:</p> <ul style="list-style-type: none"> • the European Union Regulation (EU) 2016/679 (GDPR), • the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (UKGDPR) • the Data Protection Act 2018 (UK), • the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (UKGDPR), • and as amended from time to time.
Services related to processing	Provision of primary foreign language education resources for classroom learning for primary school teachers and employees.
Duration of processing	Duration of active subscription / contract plus 60 days (this allows sufficient time for the Controller to export any data from the system).
Nature and purpose of processing	Nubridge Publishing will collect and use school data so it can provide the language learning platform and support tools agreed with the school. This includes access to the website and apps for both pupils and staff, and tools for teachers to log and track CPD. Data will only be used to deliver these services in line with the agreement between the school and Nubridge.
Types of personal data	<ul style="list-style-type: none"> • Names of employees and children (child data only where added by school employees) • DoB of the child (where added by the school) • SEND requirements (where added by the school) • Gender of the child (where added by the school) • IP address of logged in user • Date and time of login • Device information of logged in account • Encrypted account credential data of registered users. • Learning progress of children (when entered by the school) • CPD activities and progress of school employees (where used) • EAL (English as an additional language) information relating to children (when entered by school)



Data subjects	The individuals whose personal data will be processed are: <ul style="list-style-type: none"> • School employees with login credentials to the system • Pupils whose data is added by the school employees.
Special provisions	None
Transfer Mechanism	Standard Contractual Clauses approved by the European Commission Decision of 4 June 2021 (as amended from time to time), plus the UK Addendum for the transfer of personal data from the EEA or adequate country to a third country

ANNEX 1

Security	<p>Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing to be carried out by the Company, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Company shall implement appropriate technical and organisational measures to protect the Data from:</p> <ul style="list-style-type: none"> (i) accidental or unlawful destruction, (ii) accidental loss, alteration, unauthorised disclosure or access, and (iii) any other breach of security ((i), (ii) and (iii) together, a "Security Incident") in each case appropriate to that risk. <p>All data is handled and stored with security of your and the children's data as our first priority.</p> <p>All of the systems we use are encrypted using AES 256 as standard.</p> <p>MFA is enforced across all applicable systems</p> <p>Our SaaS hosting is monitored 24/7 with SIEM in place and pro-actively managed both by our SaaS provider and in-house team to analyse logs for problematic behaviour and events. We implement a strict policy for incident response and will react promptly to known incidents.</p> <p>We have full Role Based Access Management (RBAC) in place, and all access to any systems or information is based on least privilege.</p> <p>User account credential information is hashed and salted as standard</p>
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	<p>Our systems are independently pen-tested by a CREST accredited provider, and vulnerabilities classified as medium or above are remediated as a matter of priority before any major system updates are progressed to the live environment.</p> <p>Before engaging any supplier, we undertake full security and data protection due diligence and ensure that all of our requirements have been fulfilled prior to contract signature.</p> <p>All staff and contractors undertake regular security and data protection training – this is a mandatory requirement. Our personnel are required to conduct themselves in a manner consistent with the company’s guidelines regarding confidentiality, business ethics, appropriate usage, and professional standards.</p> <p>We employ firewalls and malware detection software.</p>
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ANNEX 2 Approved Sub-Processors

Name	Provision	URL
Microsoft	Cloud and business app provider	Microsoft.com
Zendesk	Support tickets and management	Zendesk.com
Amazon Web Services	Electronic data storage, cloud server and transmission service	https://aws.amazon.com/
Ontraport	Database and marketing email provision	Ontraport.com
Cloudscaler	SaaS hosting on AWS	Cloudscaler.com
Additional software developers	Contracted developers who develop the site, resolve technical issues and enhance the site and apps.	n/a



TERMS

1. What is this agreement about?

- 1.1 **Purpose.** The parties are entering into this Data Processing Agreement (**DPA**) for the purpose of processing personal data.
- 1.2 **Adequate country, Controller, data subject, personal data, process/processing Processor, Sub-processor and supervisory authority** have the same meanings as in the Data Protection Laws.

2. What are each party's obligations?

- 2.1 **Controller obligations.** Controller is responsible for obtaining all consents, licences and legal bases required to allow Processor to process personal data. **Processor obligations.** Processor is responsible for sharing Controller's instructions with Sub-processor prior to the processing of personal data.
- 2.2 Processor **obligations.** Processor will:
- (a) only process personal data in accordance with this DPA and Controller's instructions (unless legally required to do otherwise),
 - (b) not sell, retain or use any personal data for any purpose other than as permitted by this DPA and the Main Agreement,
 - (c) inform Controller immediately if (in its opinion) any instructions infringe Data Protection Laws,
 - (d) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk involved as set out in Annex 1,
 - (e) notify Controller of a personal data breach within the Breach Notification Period,
 - (f) ensure that anyone authorised to process personal data is committed to confidentiality obligations,
 - (g) provide Controller with reasonable assistance in responding to a personal data breach and comply with breach notification obligations,
 - (h) without undue delay, provide Controller with reasonable assistance with:
 - (i) data protection impact assessments,
 - (ii) responses to data subjects' requests to exercise their rights under Data Protection Laws, and
 - (iii) engagement with supervisory authorities,
 - (i) if requested, provide Controller with information necessary to demonstrate its compliance with obligations under Data Protection Laws and this DPA,
 - (j) allow for audits at Controller's reasonable request, provided that audits are limited to once a year and during business hours except in the event of a security incident, and
 - (k) after termination of this DPA, delete or return personal data upon Controller's written request unless retention is required to meet legal or regulatory obligations.
- 2.3 **Warranties.** The parties warrant that they and any staff and/or subcontractors will comply with their respective obligations under Data Protection Laws for the Term.



3. Sub-processing

- 3.1 **Use of sub-processors.** Controller consents to Processor using sub-processors when processing personal data. Processor's existing sub-processors are listed in Annex 2.
- 3.2 **Sub-processor obligations.** Processor will:
- (a) require its sub-processors to comply with equivalent terms as Processor's obligations in this DPA,
 - (i) ensure appropriate safeguards are in place before internationally transferring personal data to its sub-processor, and
 - (ii) be liable for any acts, errors or omissions of its sub-processors under this DPA.
- 3.3 **Approvals.** Processor may appoint new sub-processors provided that they notify Controller in writing within the Sub-processor Notification Period.
- 3.4 **Objections.** Controller may reasonably object in writing to any future sub-processor. If the parties cannot agree on a solution within a reasonable time, either party may terminate this DPA.

4. International personal data transfers

- 4.1 **Instructions.** Processor will transfer personal data outside the UK, the EEA or an adequate country only on documented instructions from Controller unless otherwise required by law.
- 4.2 **Transfer mechanism.** Where a party processes personal data outside the UK, the EEA or an adequate country:
- (a) that party will act as the **data importer**,
 - (b) the other party is the **data exporter**, and
 - (c) the Transfer Mechanism will apply.
- 4.3 **Additional measures.** If the Transfer Mechanism is insufficient to safeguard the transfer, the data importer will promptly implement additional or replacement measures as necessary to ensure personal data is protected to the same standard as under Data Protection Laws.
- 4.4 **Disclosures.** If the data importer receives a request from a public authority to access personal data, it will (if legally possible):
- (a) challenge the request and promptly notify the data exporter about receiving it, and
 - (b) if it is necessary to disclose personal data, only disclose the minimum amount required to the public authority and keep a record of the disclosure.

5. Other important information

- 5.1 **Survival.** Any term of this DPA which is intended to survive termination will remain in full force.
- 5.2 **Order of precedence.** In case of a conflict between this DPA and other relevant terms, they will take priority in this order:
- (a) Transfer Mechanism,
 - (b) DPA,
 - (c) Main Agreement.
- 5.3 **Notices.** Formal notices under this DPA must be in writing and sent to the Contact on the Agreement's front page as may be updated by a party to the other in writing.
- 5.4 **Third parties.** Except for affiliates, no one other than a party to this DPA has the right to enforce any of its terms.



- 5.5 **Entire agreement.** This DPA supersedes all prior discussions and agreements and constitutes the entire agreement between the parties with respect to its subject matter and neither party has relied on any statement or representation of any person in entering into this Agreement.
- 5.6 **Amendments.** Any amendments to this DPA must be agreed in writing.
- 5.7 **Assignment.** Neither party can assign this DPA to anyone else without the other party's consent.
- 5.8 **Waiver.** If a party fails to enforce a right under this DPA, that is not a waiver of that right at any time.
- 5.9 **Governing law and jurisdiction.** England and The Law of Wales applies to this DPA and all disputes will only be litigated in the courts of England and Wales.