

# Agreement

For the purposes of paragraphs 9 to 12 of Schedule 1 Part 2 to the Data Protection Act 1998, this agreement takes effect from the date on which you first use this website. Access and use by you of our site constitutes your acceptance of these terms and conditions.

We may at any time revise these terms and conditions without notice, and therefore they should be regularly checked. The continued use of the site after a change has been made is your acceptance of the change.

You agree to use this site only for lawful purposes. Information you upload to the site or enter or amend on the site is not shared by us (Blue Hills Software Company and its employees) with any other organisation or individual for any purpose whatsoever.

## Definitions

For the purposes of this agreement the following terms shall have the same meaning and interpretation as set out in the Data Protection Act 1998

***"The Supervisor"; "Data Controller"; "Data Processor"; "Personal Data" or "personal data"; "Data Subject"; "Processing" or "processing"; "Sensitive Personal Data". In this case, the Data Controller is the school that has purchased the subscription and the Data Processor is Blue Hills Software Company Ltd.***

## 1. Warranties of the Data Controller

The Data Controller, having chosen the Data Processor to process personal data on its behalf, warrants that:

- a. the Personal Data has been collected and processed in accordance with the Data Protection Act 1998 and
- b. the processing of personal data has been notified to the Supervisor as required under the Data Protection Act 1998.

## 2. Undertakings of the Data Controller

- a. The Data Controller will take such actions as are necessary to ensure it has fulfilled, and will continue to fulfil, the warranties set out in Clause 1.

## 3. Warranties of the Data Processor.

The Data Processor, having agreed to process personal data on behalf of the Data Controller, warrants that it has:

- a. In place appropriate technical and organisational measures against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and adequate security programs and procedures to ensure that unauthorised persons will not have access to the data processing equipment used to process the personal data, and that any persons it

authorises to have access to the personal data will respect and maintain the confidentiality and security of the personal data;

- b. appropriate security measures, which reflect the nature of the personal data and the level of harm that might be suffered by a Data Subject as a result of unauthorised access or disclosure of personal data.

#### **4. Undertakings of the Data Processor.**

The Data Processor undertakes to:

- a. act only on the instructions of the Data Controller
- b. do such actions as are necessary to ensure it has fulfilled, and will continue to fulfil, the warranties set out in Section 3;
- c. provide a Data Subject the rights of access, correction, blocking, suppression or deletion available to such an individual under the Data Protection Act 1998;
- d. submit its data processing facilities, data files and documentation needed for processing to auditing and / or certification by the Data Controller (or other duly qualified auditors of inspection authorities not reasonably objected to by the Data Processor and approved by the Data Controller to ascertain compliance with the warranties and undertakings in this agreement);
- e. comply with any changes in applicable laws. In the event it is unable to do so, it shall forthwith notify the Data Controller and the Data Controller shall be entitled to terminate this agreement, unless the parties have agreed or forthwith agree to take such steps as shall enable the Data Processor to so comply.

#### **5. Indemnities**

The Data Controller and the Data Processor will indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their own breach of any of the provisions in the agreement.

#### **6. Termination**

In the event of termination of this agreement, the Data Processor must return all personal data and all copies of the personal data, the subject of these Clauses to the Data Controller forthwith or, at the Data Controller's choice, will destroy all copies of the same and certify to the Data Controller that it has done so, unless the Data Processor is prevented by law from destroying all or part of such data, in which event the data will be kept confidential and will not be processed for any purpose.

The Data Processor irrevocably agrees with the Data Controller that, if so requested by the Data Controller or the Supervisor, it will allow the Data Controller or the Supervisor access to its establishment to verify that this has been done or will allow access for this purpose by any duly authorised representative of the Data Controller.

#### **7. Governing Law**

The terms and conditions of this agreement will be construed in accordance with English law and will be subject to the exclusive jurisdiction of the English courts.