

Website Terms and GDPR Policy

These Terms and Conditions govern your use of the CHH Associates Ltd trading under the brand name DATACENTRE.ME website and your relationship with the Company. This document also documents our data protection policy and the rights of individuals that the Company engages with ("Data Subjects") in respect of personal data under the General Data Protection Regulation ("Regulation"). A 'Data Subject' may be an individual or an individual acting on behalf of a body corporate (i.e. a company director).

Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these Terms and Conditions, please do not use the Company website. If you have any questions on the Terms and Conditions, please contact us.

If you are seeking to instruct the Company for the provision of recruitment services, our standard terms and conditions shall apply.

Under GDPR Legislation we use "Legitimate Interest" as our lawful basis for contacting/marketing to business email address. We use / obtain "consent" for marketing to personal email address.

Use of this Website

We operate the Company website to assist you in understanding our Company's services and in communicating with us.

This website is provided for your personal use subject to these Terms and Conditions. By accessing or using the Company website, you agree to be bound by these Terms and Conditions and you accept our GDPR policy.

You may not use the Company site for any of the following purposes:

- Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws.
- Transmitting material that encourages conduct that constitutes a criminal offence results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
- Interfering with any other person's use or enjoyment of the Company website;
- Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

You will be responsible for our losses and costs resulting from your breach of this clause.

By submitting information through the Company website, you agree and acknowledge that while we may contact you in response to the information you provide, we are not obliged to provide you with any particular product or services.

Registration

In order to apply for a position or to access or receive job alerts you must register on the Company website. If you register, you must ensure that the details provided by you on registration or at any time are correct and complete.

You must inform us immediately of any changes to the information that you provided when registering by updating your personal details in order that we can communicate with you effectively.

If you register to use the Company website you will be asked to create a password. In order to prevent fraud, you must keep this password confidential and must not disclose it or share it with anyone. If you know or suspect that someone else knows your password you should notify us by contacting us immediately.

If the Company has reason to believe that there is likely to be a breach of security or misuse of the Company website, we may require you to change your password or we may suspend your account.

Registration on the Company website constitutes your acceptance of our Terms and Conditions and our GDPR policy statement.

General Data Protection Regulation (GDPR)

The General Data Protection Regulations defines “personal data” as any information relating to an identified or identifiable natural person (a data subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

This Policy sets out the procedures that are to be followed when dealing with personal data. The procedures and principles set out herein must be followed at all times by the Company, its employees, agents, contractors, or other parties working on behalf of the Company.

What Information Do We Collect and How Is That Information Used?

The Company may collect your personal details including, but not limited to, your name and contact details including your e-mail address and any other relevant information with your express permission. This information is held, used and disclosed by us in the following ways until permission is withdrawn:

- To continue to provide our services to you.
- To maintain our business relationship throughout the lifetime of that relationship, where you are a client or user of our website, services.
- To enable us to answer any queries you may have.
- To market our products and services to you; to keep you updated on any relevant industry news; to update you on any events, promotions and competitions, reports and any other information we feel may be relevant or of interest to you. You retain the right to unsubscribe from such communications at any time.
- To fulfil contractual obligations with you.
- To enable the development and marketing of other products and services by company.
- To continually improve our customer service efforts and to make our services more valuable to you.
- The Company may also release personal information to regulatory or law enforcement agencies, if they require us to do so. We will also only disclose your information where we are permitted and requested to do so by law.
- The Company will also seek your consent to collect, hold, use and disclose your personal information for any other purpose not listed above, but will continue to do so only if your permission is given and from which you understand you can withdraw permission.

- If we are holding historic data about you or your company that no longer is of use or has any significance it will be deleted unless you have given consent, or there is some kind of legal obligation, to retain it.
- Only members of the Company staff that need to have access to your information to carry out their normal duties will be allowed access to the information.
- By law we have appointed a representative to oversee the application of our privacy policy. That representative is **Nicola McEntevy** and any concerns over the retention, use or disclosure of your information should be addressed to them via our contact page.

Data Processing for Specific Purposes Only

The Company collects and processes the personal data set out in this Policy. This may include personal data received directly from Data Subjects (for example, contact details used when a data subject communicates with us).

The Company only processes personal data for the specific purposes set out in this Policy (or for other purposes expressly permitted by the Regulation). The purposes for which we process personal data will be informed to Data Subjects at the time that their personal data is collected, where it is collected directly from them, or as soon as possible (not more than one calendar month) after collection where it is obtained from a third party.

The Company will only collect and process personal data for and to the extent necessary for the specific purpose(s) informed to Data Subjects.

The Company shall ensure that all personal data collected and processed is kept accurate and up-to-date, so far as reasonably practicable. Where any inaccurate or out-of-date data is found, all steps will be taken without delay to amend or erase that data, so far as reasonably practicable.

The Company shall ensure that all personal data collected and processed is kept secure and protected against unauthorised or unlawful processing and against accidental loss, destruction or damage.

Data Subjects may request that the Company ceases processing the personal data it holds about them. If a data subject makes such a request, the Company shall retain only the amount of personal data pertaining to that data subject that is necessary to ensure that no further processing of their personal data takes place.

Your Right to Access

The law states that you have the right at any time to ask us to share with you the information that we hold that you have supplied to us. If you make such a request we will ask you to verify your identity and possibly ask you to give us more information about such a request. We may need to charge a nominal fee for this service for administrative purposes. We will only refuse your request if we are legally permitted or required to do so. If this is the case then we will give you reasons for doing so. To make a request for information, please contact us.

Please be aware that you also have the right to ask the Company to stop using the information that you supplied us. Under the right to erasure you can also request for deletion of your file, although you should be aware that in some circumstances we may not be required or able to do so, particularly where your file also holds information about our clients or financial information that we need to keep for periods of up to six years; i.e. which relate to tax matters. If, under any circumstances, we cannot comply with your request for information we will provide a full

explanation as to why this is so.

Deleting of Your Data

Data Subjects may request that the Company erases the personal data it holds about them in the following circumstances:

- It is no longer necessary for the Company to hold that personal data with respect to the purpose for which it was originally collected or processed;
- The data subject wishes to withdraw their consent to the Company holding and processing their personal data;
- The data subject objects to the Company holding and processing their personal data (and there is no overriding legitimate interest to allow the Company to continue doing so).
- The personal data has been processed unlawfully;
- The personal data needs to be erased in order for the Company to comply with a particular legal obligation.

Unless the Company has reasonable grounds to refuse to erase personal data, all requests for erasure shall be complied with, and the data subject informed of the erasure, within one month of receipt of the data subject's request (this can be extended by up to two months in the case of complex requests, and in such cases the data subject shall be informed of the need for the extension).

Right to Suspend or Cancel Your Registration

We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these Terms and Conditions.

You can cancel your registration at any time by logging onto the Company website through the "unsubscribe" link. The suspension or cancellation of your registration and your right to use the Company website shall not affect either party's statutory rights or liabilities.

Data Subjects have the right to object to the Company processing their personal data based on legitimate interests (including profiling), direct marketing (including profiling).

Where a data subject objects to the Company processing their personal data based on its legitimate interests, the Company shall cease such processing forthwith, unless it can be demonstrated that the Company's legitimate grounds for such processing override the data subject's interests, rights and freedoms; or the processing is necessary for the conduct of legal claims.

Where a data subject objects to the Company processing their personal data for direct marketing purposes, the Company shall cease such processing forthwith.

Where a data subject objects to the Company processing their personal data for scientific and/or historical research and statistics purposes, the data subject must, under the Regulation, 'demonstrate grounds relating to his or her particular situation'. The Company is not required to comply if the research is necessary for the performance of a task carried out for reasons of public interest.

Notification of a Data Breach

All personal data breaches must be reported immediately to the Company's data protection officer.

If a personal data breach occurs and that breach is likely to result in a risk to the rights and freedoms

of Data Subjects (e.g. financial loss, breach of confidentiality, discrimination, reputational damage, or other significant social or economic damage), the data protection officer must ensure that the Information Commissioner's Office is informed of the breach without delay, and in any event, within 72 hours after having become aware of it.

In the event that a personal data breach is likely to result in a high risk to the rights and freedoms of Data Subjects, the data protection officer must ensure that all affected Data Subjects are informed of the breach directly and without undue delay.

Data breach notifications shall include the following information:

- The categories and approximate number of Data Subjects concerned;
- The categories and approximate number of personal data records concerned;
- The name and contact details of the Company's data protection officer (or other contact point where more information can be obtained);
- The likely consequences of the breach;
- Details of the measures taken, or proposed to be taken, by the Company to address the breach including, where appropriate, measures to mitigate its possible adverse effects.

Data Protection Principles

This Policy aims to ensure compliance with the Regulation. The Regulation sets out the following principles with which any party handling personal data must comply. All personal data must be:

- Processed lawfully, fairly, and in a transparent manner in relation to the data subject;
- Collected for specified, explicit, and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;
- Adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- Accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that is inaccurate, having regard to the purposes for which they are processed, is erased or rectified without delay;
- Kept in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which the personal data is processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the Regulation in order to safeguard the rights and freedoms of the data subject;
- Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

Lawful, Fair and Transparent Data Processing

The Regulation seeks to ensure that personal data is processed lawfully, fairly, and transparently, without adversely affecting the rights of the data subject. The Regulation states that processing of personal data shall be lawful if at least one of the following applies:

- The data subject has given consent to the processing of his or her personal data for one or more specific purposes;
- Processing is necessary for the performance of a contract to which the data subject is a party

- or in order to take steps at the request of the data subject prior to entering into a contract;
- Processing is necessary for compliance with a legal obligation to which the controller is subject;
- Processing is necessary to protect the vital interests of the data subject or of another natural person;
- Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;
- Processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

Our Obligations

The Company shall ensure that the following measures are taken with respect to the collection, holding, and processing of personal data:

- All employees, agents, contractors, or other parties working on behalf of the Company shall be made fully aware of both their individual responsibilities and the Company's responsibilities under the Regulation and under this Policy, and shall be provided with a copy of this Policy;
- Only employees, agents, sub-contractors, or other parties working on behalf of the Company that need access to, and use of, personal data in order to carry out their assigned duties correctly shall have access to personal data held by the Company;
- All employees, agents, contractors, or other parties working on behalf of the Company handling personal data will be appropriately trained to do so;
- All employees, agents, contractors, or other parties working on behalf of the Company handling personal data will be appropriately supervised;
- The performance of those employees, agents, contractors, or other parties working on behalf of the Company handling personal data shall be regularly evaluated and reviewed;
- All employees, agents, contractors, or other parties working on behalf of the Company handling personal data will be bound to do so in accordance with the principles of the Regulation and this Policy by contract;

Employers & Vacancies

The Company makes no representation or warranty in respect of any of the following:

- The existence or availability of any vacancy advertised on this website;
- That any employer or client will ask for your CV, ask to interview you or recruit you;
- That any employer or client will keep confidential any of your information or data provided to that employer or client;
- Or the final terms and duration of any appointment obtained through the Company website.

Third Party Links

By clicking on certain links on the Company website you may be transferred to another website owned by a different company. Please be aware that their data privacy practices may differ from those practiced by the Company. In that case you should consult the other websites' privacy policies. The Company is not responsible for, and has no control over, information that is submitted to or collected by other companies or their websites.

Intellectual Property

All information incorporated within the Company website is owned or licensed by the Company. You

may retrieve and display the content of the Company website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Company website without written permission from the Company.

Website Availability

We cannot guarantee that the service will be fault-free. If a fault occurs in the service you should report it to us and we will attempt to correct the fault as soon as we reasonably can. If the Company is informed of any inaccuracies in the material on this website we will attempt to correct the inaccuracies as soon as we reasonably can.

Your access to this website may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the service as soon as we reasonably can.

Disclaimer

Whilst the Company takes reasonable care in compiling and presenting the content found on the this website, it is provided purely for information and you should seek further guidance and make independent enquiries before relying upon it. If the Company is informed of any inaccuracies in the material on this website we will attempt to correct the inaccuracies as soon as we reasonably can.

If we are in breach of these Terms and Conditions, we will only be responsible for any losses that you suffer to the extent that they are a foreseeable consequence to both of us. Our liability shall not in any event include business losses such as lost data, lost profits or business interruption.

These Terms and Conditions shall not limit or affect our liability if something we do negligently causes death or personal injury.

Amendments

We may update these Terms and Conditions from time to time for legal or regulatory reasons or to allow the proper operation of the Company website. We will make reasonable efforts to notify you of any changes. The changes will apply to the use of the Company website after we have given notice. If you do not wish to accept the new Terms and Conditions you should not continue to use the Company website. If you continue to use the Company website after the date on which the change comes into effect, your use of the Company website indicates your agreement to be bound by the new Terms and Conditions.