



Receta Privacy Policy (inc GDPR – Jan 2018)

1. PURPOSE AND SCOPE

1.1 This document sets out Receta's Data Processing Agreement and Privacy Policy for its Customers with operations in the EU and/or who process Personal Data of data subjects located in the EU. It should be read in conjunction with Receta's Terms & Conditions, of which this Data Processing Agreement and Privacy Policy, as amended from time to time, forms part. This Data Processing Agreement and Privacy Policy applies to Receta, and the servers and network employed by Receta in the provision of the Receta Services.

This Data Processing Agreement and Privacy Policy will apply from 1 January 2018.

2. DEFINITIONS

2.1 In this Data Processing Agreement and Privacy Policy terms used and not otherwise defined shall have the meaning given to them in the Subscription Agreement.

"**Authorised Processor**" has the meaning given to it at paragraph 6 below;

"**Applicable Privacy Law**" means the obligations under all applicable laws, rules and regulations regarding privacy and security which apply to that party including the General Data Protection Regulation 2016/679 and any enacting or amending legislation to the extent that it applies to that party;

"**Data Controller**" means a natural or legal person who (either alone, jointly or in common with other natural or legal persons) determines the purposes for which and the manner in which any Personal Data is, or is to be, processed;

"**Data Processor**" means a natural or legal person which processes Personal Data on behalf of the Data Controller;

"**Personal Data**" means the personal data processed by or behalf of Receta in the course of providing the Receta Service; and

"**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

2.2 In this Policy references to a "**Customer**" shall, where appropriate, include a reference to the Customer acting as agent on behalf of each of its Group Companies.

2.3 Receta is subject to continual development and, accordingly, this Policy is subject to change from time to time. Changes to the Policy shall be effective as soon as the updated Policy is posted to www.receta.co.uk. Where Receta considers that any changes are material and might materially impact the rights and freedoms of data subjects Receta will provide reasonable advance notice to the Customer of any such changes.

3. POLICY

3.1 Each party warrants and undertakes that it shall comply with all of its obligations under Applicable Privacy Law in force from time to time.

4. CUSTOMER RESPONSIBILITIES AS DATA CONTROLLER

4.1 The Customer, in respect of Personal Data of which it is a Data Controller, warrants that it has complied and shall continue to comply with Applicable Privacy Law in respect of all Personal Data uploaded to Receta.

4.2 The Customer warrants and undertakes that:

4.2.1 the Personal Data provided by or on behalf of the Customer under any document has been obtained and processed lawfully and the data subjects have been provided with an appropriate privacy notice as required under Applicable Privacy Law;

4.2.2 Receta, Documentation, Services and Products to be provided by Receta under any document will be entirely consistent with and appropriate to the Customer's lawful purposes; and

4.2.3 the Personal Data is accurate and the Customer shall keep the Personal Data fully up to date at all times during the continuance of the Subscription; and

4.2.4 it has the authority to send the Personal Data to Receta and for it to be processed by Receta on the Customer's behalf.

4.3 The Customer shall ensure that its personnel and end users shall at all times:

4.3.1 use each security feature provided by Receta and by the Customer (including in the transmission of Personal Data to Receta); and

4.3.2 comply with any information security policy, recommendations or best practices issued by Receta or the Customer from time to time.

4.4 Where Receta offers a secure method of processing or transmitting Personal Data and the Customer chooses a less secure (or non-secure) method of processing or transmitting Personal Data then Receta shall not be liable for any breach of the Subscription or Applicable Privacy Law or liability that occurs or arises from such less secure method of processing.

5. RECETA'S RESPONSIBILITIES AS DATA PROCESSOR

5.1 The parties agree that, where the Customer is acting as a Data Controller, Receta will be a Data Processor of any Personal Data it processes for or on behalf of the Customer (which shall include all Personal Data uploaded by or behalf of the Customer into Receta) and Receta shall:

5.1.1 maintain reasonable and appropriate technical and organisational measures to ensure a level of security appropriate to the risk;

5.1.2 ensure that Receta personnel authorised to process the Personal Data are subject to confidentiality obligations and do not process such Personal Data otherwise than on the instructions of the Customer;

5.1.3 assist the Customer, insofar as this is possible in accordance within the architecture of the Receta and at the Customer's cost, to satisfy the Customer's obligations under Applicable Privacy Law;

5.1.4 notify the Customer of any Personal Data Breach of which Receta is aware and which Receta believes is likely to prejudice the rights of data subjects without undue delay, to document any such breaches that have occurred and to provide any information that may reasonably be required by the Customer in order to satisfy any obligations that it may have to notify data subjects and/or any regulatory authorities; and

5.1.5 make available to the Customer, at the Customer's cost, all documentation reasonably necessary to demonstrate compliance with the obligations laid down in this paragraph 5. Receta shall immediately inform the Customer if, in its opinion, an instruction infringes Applicable Privacy Law.

5.2 Receta may commission a third party auditor to examine certain agreed systems and controls. If commissioned by Receta, upon request, Receta shall make available to the Customer a copy of its most recent third party audit report which has been provided to it by its auditor for this purpose. The reports will be provided by Receta without cost to the Customer provided that the Customer shall agree to be bound by the terms which Receta has agreed with the auditor will apply to those Customers who wish to review these reports (including as to confidentiality). The scope and frequency of such audits will be determined by Receta.

5.4 The Customer acknowledges that any networked solution carries with it inherent risk to the security of the Personal Data held within it. The Customer shall be solely responsible for evaluating the access, controls, method of connecting to the Receta and the security features operated by Receta which are described in the Documentation.

6. AUTHORISED PROCESSORS

6.1 It is acknowledged and agreed that in order provide Receta, Receta must sub-contract certain of its obligations including in respect of the hosting and other aspects of the processing of Personal Data. The Customer expressly authorises Receta to appoint sub-processors (referred to as "Authorised Processors") provided that:

6.1.1 a list of Authorised Processors from time to time are available upon request

6.1.2 the Authorised Processors are contractually required comply with the obligations imposed on Receta in this Data Processing Agreement and Privacy Policy in all material respects as if they were obligations imposed on them directly; and

6.1.3 Receta shall be responsible for the acts and omissions of its Authorised Processors in their capacity as such.

6.2 Receta may add to or amend the list of Authorised Processors (including Key Hosting Sub-Processors as defined in paragraph 6.3) from time to time and such change will be effective ten business days after it is posted.

6.3 Receta is hosted on equipment operated by third party data centre operators (the "Key Hosting Sub-Processor") whose details are available upon request and who are Authorised Processors for the purposes of this policy.

7. INSTRUCTIONS

7.1 Receta shall only process Personal Data for and on behalf of the Customer on documented instructions from the Customer. The Customer hereby issues a general instruction to Receta to process the Personal Data in the course of any processing that it may undertake in order to provide, maintain and develop Receta, in accordance with the Documentation (from time to time) and as otherwise necessary or expedient to satisfy its contractual obligations under or in connection with the Subscription. The Customer acknowledges that Receta may collect information from the Customer's personnel's usage of the Receta in order to develop and maintain Receta.

7.2 The Customer instructs Receta to store and delete Personal Data in accordance with the usage of Receta.

7.3 Where Receta is instructed by the Customer to delete Personal Data it is instructed to do so in accordance with its usual backup cycle under which archive copies may remain for up to 13 months after the date of deletion.

7.4 The Customer may also issue ad hoc instructions to Receta from time to time provided that such instructions do not require modification to Receta (unless agreed by Receta in writing). Any modifications to the Receta agreed between Receta and the Customer will be at the Customer's expense unless covered under the subscription level of the Customer. The Customer shall nominate one or more authorised representatives to issue such instructions. Receta shall be entitled to rely on oral instructions where it considers it reasonable to do so but reserves the right to require instructions to be given in writing.

8. DELETION OF DATA ON TERMINATION

8.1 Upon termination of the Subscription Agreement or if the Customer ceases to subscribe to Receta:

8.1.1 upon request from the Customer within 30 days of such termination or cessation, Receta shall deliver to the Customer the most recent backup of any of the Customer's data stored on Receta (or the relevant part of Receta) provided that the Customer has paid all fees and charges outstanding at and resulting from termination or cessation (whether or not due at the date of termination or cessation);

8.1.2 the Customer shall pay for Receta's time and all reasonable expenses incurred by Receta in providing such data;

8.1.3 after the expiry of the 30 day period at paragraph 8.1.1, Receta shall have no obligation to maintain or provide Customer data (including Personal Data) and unless instructed to the contrary in writing may delete or destroy all copies of Customer data (including Personal Data) in Receta's possession or control; and

8.1.4 the Customer, on its own behalf and on behalf of each of its Group Companies, irrevocably consents to and instructs Receta to delete of all Personal Data and other Customer data in accordance with this paragraph.

9. LOCATION

9.1 Receta for Customers located in the EEA are hosted on servers located in the EEA.

10. DESCRIPTION OF PROCESSING

10.1 Both Receta and the Customer acknowledge and agree that the description of processing as set out in this clause is accurate:

Subject matter of the processing	The processing of Personal Data by Receta in the provision of the Receta for ERP Features within the customer's business.
Duration of the processing	Receta shall process Personal Data for the duration of the Subscription and in accordance with Receta's Data Retention Policy, as amended from time to time.
Nature and purpose of the processing	Receta will process the Personal Data as necessary to provide Receta, Services and Products pursuant to the Subscription, paragraph 7 (Instructions) above and as further instructed by the Customer.
Type of Personal Data being processed	As an ERP solution, the type of Personal Data which may be processed will include any information which may relate to the management and processing of sales orders and enquiries, which may include, but is not limited to, the following categories of Personal Data: contact information, personal details, and any other records which the Customer may store in Receta from time to time.
Categories of data subjects being processed	Receta may process Personal Data to the extent which it is determined and controlled by the Customer, which may include, but is not limited to the following categories of data subjects: <ul style="list-style-type: none">• employees, agents, suppliers or other contacts of the Customer;• personnel authorised by the Customer to use Receta,• any other individuals who are included in Receta by the Customer by virtue of their connection with the Customer and/or its employees, for example next of kin or dependents of the Customers' employees or advisors of the Customer.
Obligations and rights of the Customer	As set out under this Data Processing Agreement and Privacy Policy or otherwise under the Applicable Privacy Law.

11. DATA PROTECTION OFFICER

11.1 Any comments or questions relating to this policy can be addressed to Receta at support@receta.co.uk.