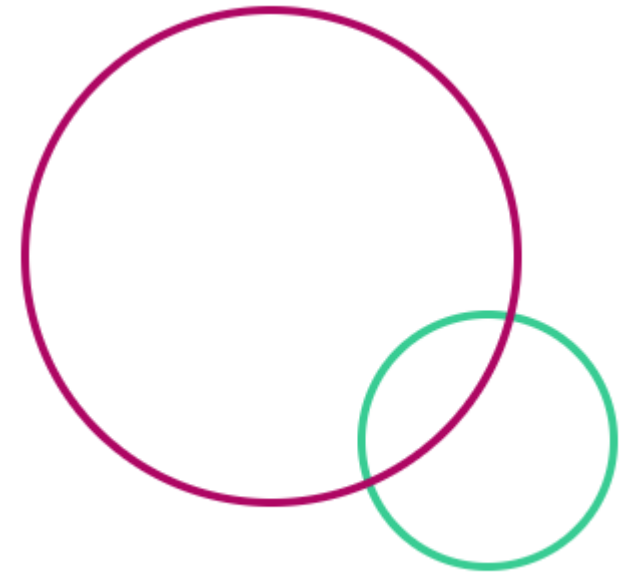


# DATA PROCESSING AGREEMENT (DPA)

In agreeing to the provision of any and all services from Eonic Digital LLP herein known as Eonic, The Client is deemed to have read and understood this data processing agreement

Between Eonic Digital LLP ("Eonic") and the Client ("You").  
Last updated: 09 February 2026

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# 1. Purpose of this Agreement

This Agreement sets out how Eonic will process personal data on your behalf in accordance with UK GDPR and the Data Protection Act 2018. It forms part of your main contract with Eonic. You act as the Data Controller and Eonic acts as the Data Processor.

# 2. Roles and Responsibilities

You are the Data Controller.

Eonic is the Data Processor.

Eonic will only process personal data on your documented instructions.

## **Instruction Liability**

The Processor shall not be liable for any processing carried out in accordance with the Controller's documented instructions. The Controller is solely responsible for ensuring that such instructions comply with UK GDPR and all applicable laws.

The Controller shall not introduce new data sources, integrations, or processing instructions that materially affect the nature, scope, or risk of the processing without providing prior written notice to the Processor. The Processor shall not be responsible for any compliance failures arising from undisclosed changes introduced by the Controller.

# 3. Types of Data Processed

Depending on the services you use, Eonic may process:

- Website contact form submissions
- User accounts (CMS logins, member or supporter accounts)
- Usage logs and analytics data
- Event registrations, newsletter sign-ups or donor information (if applicable)
- Any personal data you provide to Eonic during support or maintenance activities

Eonic does not intentionally process special category data unless agreed in writing.

# 4. Purpose of Processing

Eonic processes personal data solely for the purpose of delivering the services specified in your contract, including:

- Website hosting, support, maintenance and updates
- Technical assistance and helpdesk support
- Security monitoring and platform reliability
- Integrations and system functionality
- Ensuring websites perform correctly and remain accessible

Eonic will not process personal data for any purpose not specified by you.

# 5. Security Measures

Eonic implements appropriate technical and organisational measures to protect personal data, including:

- Hosting within secure UK/EU data centres
- Encrypted connections (HTTPS)
- Access control and authentication policies
- Regular patching, updates and platform security hardening
- Monitoring, backups and disaster recovery planning
- Protection against malware, vulnerabilities and cyber-attacks
- The Processor shall ensure that all personnel authorised to process personal data are subject to appropriate confidentiality obligations.

## Security Measure Updates

The Processor may update or modify its technical and organisational security measures from time to time, provided such changes do not materially reduce the overall level of protection for personal data.

# 6. Right to Audit and Inspection

The Processor shall make available to the Controller all information necessary to demonstrate compliance with UK GDPR and this Agreement. The Processor shall allow for and contribute to audits, including inspections, conducted by the Controller or an auditor mandated by the Controller. Audits shall occur on reasonable written notice and during normal business hours, subject to confidentiality and security requirements.

**Audit Costs** Where an audit requires significant Processor resources beyond mandatory compliance information, the Processor may charge its standard hourly rates. No charges shall apply where the audit identifies a material breach.

The Controller's audit rights shall not require the disclosure of

- (a) confidential internal information unrelated to the processing services,
- (b) trade secrets, or
- (c) information that would compromise the security of other clients.

The Controller may conduct no more than one audit in any 12-month period, unless required by a material breach or a request from a competent supervisory authority. Onsite inspections shall only be permitted where remote audit methods are insufficient.

Onsite audits shall only occur where remote or documentary audit methods cannot reasonably demonstrate compliance, and shall be limited to areas directly relevant to the services provided under this Agreement.

# 7. Your Responsibilities as Controller

You agree to:

- Maintain a lawful basis for collecting personal data
- Provide accurate and compliant privacy notices to users
- Only collect the personal data necessary for your purposes
- Ensure users' rights under applicable laws are upheld
- Avoid uploading unlawful, insecure, or inappropriate content
- The Processor shall not be liable for any processing carried out in accordance with the Controller's documented instructions. The Controller is solely responsible for ensuring that such instructions comply with UK GDPR and other applicable laws.

# 8. Sub-Processors

Eonic may engage approved sub-processors to deliver parts of the service, including:

- Hosting providers
- Email delivery providers
- Backup and monitoring services
- Specialist digital tools required for service delivery

The Processor shall inform the Controller in advance of any intended addition or replacement of sub-processors, giving the Controller the opportunity to object on reasonable grounds.

The Processor shall ensure all sub-processors are bound by written contractual obligations no less protective than those set out in this Agreement and compliant with Article 28 UK GDPR.

The Processor remains fully liable for the actions and omissions of all sub-processors engaged in processing personal data on its behalf.

# 9. International Data Transfers

Eonic aims to keep personal data within the UK or EEA.

Where transfers outside these regions are necessary, Eonic will implement appropriate safeguards, which may include:

- UK International Data Transfer Agreements (IDTA)
- UK Addendum to SCCs
- Transfer risk assessments

# 10. Data Breach Notification

If Eonic becomes aware of any personal data breach affecting your data, Eonic will:

1. Notify you without undue delay
2. Provide details of the breach and likely impact
3. Assist you with any required investigations or notifications

Assistance with Controller Obligations Taking into account the nature of the processing and the information available to the Processor, the Processor shall assist the Controller in complying with its obligations under Articles 32–36 UK GDPR, including security, breach notifications, DPIAs, and consultations with the ICO.

## Chargeable Assistance

Where assistance under Articles 32–36 requires significant time, technical work, or senior personnel involvement, the Processor may charge its standard professional services rates, unless such assistance relates to a breach caused by the Processor.

The Processor shall assist the Controller in carrying out Data Protection Impact Assessments in accordance with Article 35 UK GDPR, including providing relevant technical and organisational information.

The Processor shall assist the Controller with any prior consultation with the ICO required under Article 36 UK GDPR.

The Processor shall notify the Controller of any personal data breach without undue delay and, in any event, within [24 / 48] hours of becoming aware.

# 11. Data Retention and End of Contract

Upon termination of services, personal data will be:

- Returned to you upon request
- Deleted upon request
- Retained only where legally required or agreed in writing

Eonic does not retain personal data beyond what is necessary.

The Processor shall delete all copies of personal data, including backups, unless retention is required by UK law, and shall certify such deletion upon request.

## **Data Unavailability Outside Processor Control**

The Processor shall not be liable for any unavailability, loss, corruption, or delay in processing of personal data caused by events outside its reasonable control, including failures of hosting providers, utilities, telecommunications providers, or malicious acts of third parties.

# 12. Data Subject Rights

Eonic will assist you in responding to requests from individuals exercising their data protection rights, including requests for access, rectification, erasure, restriction, or portability, where such requests relate to data processed by Eonic on your behalf.

Where the Processor is required to provide extensive assistance in handling data subject rights requests, the Processor may charge reasonable fees based on its standard hourly rates, except where the request arises from a failure by the Processor to comply with this Agreement.

# 13. Liability

Liability under this Agreement is governed by and limited to the liability provisions in Eonic's main Terms of Business. Each party is responsible for its own compliance with data protection law.

# 14. Updates to this Agreement

Eonic may update this Agreement from time to time to reflect changes to law, best practice, or service delivery. Any updates will be communicated to you. The most recent version of the DPA forms part of your contract.

# Schedule 1 – Description of Processing

Subject-matter: Operation, hosting, maintenance and support of digital platforms and related services.

Nature: Storage, hosting, access, retrieval, transmission, deletion, and technical support activities.

Purpose: Delivering services under the main contract, ensuring website functionality, security, maintenance, and support.

Duration: For the duration of the services contract unless retention is required by UK law.

Categories of Data Subjects: Website users, customers, staff authorised by the Controller, members, supporters, or any individuals whose data the Controller provides.

Types of Personal Data: Contact details, account credentials, usage logs, analytics data, support-request data, and any personal data submitted during support or platform use.