

GDPR Compliance Statement

Title: Sounds that Grow GDPR Compliance Statement

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Sounds that Grow is committed to ensuring the security and protection of the personal information that is processed, and to providing a compliant and consistent approach to data protection.

The clauses below outline how we meet the demands of GDPR and the Data Protection Act 2018.

1. Data Protection Legislation

Data Protection Legislation means: all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

2. UK Data Protection Legislation

UK Data Protection Legislation means: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018.

3. Defined Terms

- 'Personal Data', 'Data Subject', 'Data Processor' and 'Data Controller' shall bear the defined meanings allocated to them in Data Protection Legislation.
- 'Client Personal Data' shall mean all Personal Data within all documents, information, and materials provided by you to Sounds that Grow relating to the services.

4. Data Protection Measures

Taking into account the state of technical development and the nature of processing, Sounds that Grow shall implement and maintain appropriate technical and organisational measures to protect the Client Personal Data against accidental, unauthorised, or unlawful destruction, loss, alteration, disclosure, or access.

5. Sub-Processors

Sounds that Grow shall inform you of any addition, replacement, or other changes of third parties authorised by Sounds that Grow to have access to and process Client Personal Data in order to provide the services ("Sub-processors") and shall provide you with the opportunity to reasonably object to such changes on legitimate grounds.

You acknowledge that these Sub-processors are essential to provide the services and that objecting to the use of a Sub-processor may prevent Sounds that Grow from providing the services to you.

Sounds that Grow shall enter into a written agreement with the Sub-processor imposing on the Sub-processor obligations comparable to those imposed under this clause, including appropriate data security measures. In case the Sub-processor fails to fulfil its data protection obligations under such written agreement, Sounds that

Grow shall remain liable towards you for the performance of the Sub-processor's obligations under such agreement.

You provide general written authorisation to Sounds that Grow to engage Sub-processors as necessary to perform the services.

6. Assistance with Compliance

Sounds that Grow shall (at your cost):

6.1 Assist you in ensuring compliance with your obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Legislation) taking into account the nature of the processing and the information available.

6.2 Taking into account the nature of the processing, assist you (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of your obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Legislation) in respect of any Client Personal Data.

7. International Transfers

Sounds that Grow may transfer Client Personal Data processed under these terms outside the European Economic Area ("EEA") or Switzerland as necessary to provide the services.

If Sounds that Grow transfers Client Personal Data to a jurisdiction for which the European Commission has not issued an adequacy decision, it shall ensure that appropriate safeguards have been implemented for the transfer of Client Personal Data in accordance with Data Protection Legislation.

8. Compliance Demonstration and Audits

Sounds that Grow shall, in accordance with Data Protection Legislation, make available to you such information that is in its possession or control as is necessary to demonstrate our compliance with the obligations placed on it under this clause and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any Data Protection Legislation equivalent to that Article 28).

Sounds that Grow shall allow for and contribute to audits, including inspections, by you for this purpose. Any information obtained by you as a result shall be treated as confidential.

9. Security Breach Notification

Sounds that Grow shall notify you without undue delay and in writing on becoming aware of any security breach in respect of any Client Personal Data.

10. Termination of Services

On the termination of the provision of the services relating to the processing of Client Personal Data, at your cost and at your option, Sounds that Grow shall either:

- Return all of the Client Personal Data to you, or
- Securely dispose of it (and thereafter promptly delete all existing copies of it)

Except to the extent that any applicable law requires it to store such Client Personal Data.

11. Duty to Inform Data Subjects

You shall ensure that Data Subjects are provided with appropriate information regarding the processing of their Client Personal Data, including by means of offering a transparent and easily accessible public privacy notice.

Signed by: Margaret Nicholson

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