

**Dated** 28 May 2018

## **Deed Poll**

relating to the processing of personal data entered into or created by a will drafting platform

**Bequeathed Limited**

SAMPLE

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**THIS DEED** dated 28<sup>th</sup> May 2018 is made by Bequeathed Limited, a company incorporated in England and Wales with registered number 7422740, whose registered office is at West End Farmhouse, Long Marston Road, Cheddington, Leighton Buzzard, United Kingdom, LU7 0RS (“**Processor**”).

## **BACKGROUND**

- (A) The Processor operates a scheme consisting of offering consumers and professional users use of an online will-drafting tool on the Website (as defined below).
- (B) Subject to the terms of this Deed, the Processor undertakes to process personal data that registered consumer or professional end users of the Website enter or create in the course of using the will-drafting tool.

## **AGREED TERMS**

### **1. INTERPRETATION**

1.1 In this this Deed, the following definitions apply:

**Cloud Services** means services supporting the Website, including by way of platform-as-a-service or infrastructure-as-a-service (as those expressions are defined by The National Institute of Standards and Technology in the USA or any replacement body).

**Controller** means a registered consumer or professional end user who uses the will-drafting tool via the Website to draft a will.

**Data Protection Regulations** means Regulations relating to data protection and information privacy.

**Individual Data Protection Termination Event** means, in relation to a Controller, either of the following, namely: (i) the Controller does not consent to the appointment of any sub-contractor under this Deed; or (ii) an instruction from the Controller is necessary to enable the Controller to meet mandatory legal requirements and a Sub-processor is not able to accommodate the requested changes.

**General Data Protection Termination Event** means, in relation to all Controllers, the Processor is unable to comply with this Deed due to terms having effect between the Processor and its Sub-processors.

**Privacy Policy** means the privacy policy of the Processor from time to time.

**Purpose** means the storage of Relevant Personal Data for the Controller’s own purposes.

**Regulations** means all legislation, and all rules or regulations of any kind, including orders, instructions or directions of a competent authority, and all related official guidance, whether enacted or enforced by any competent authority.

**Relevant Personal Data** means the Controller’s answers to questions posed by the drafting tool on the Website and the will generated by the drafting tool in response to those answers.

**Relevant Personnel** means representatives and personnel of the Processor who have access to Relevant Personal Data.

**Sub-processor** means any company, partnership or other entity authorised by the Processor in accordance with this Deed to process Relevant Personal Data, including a sub-contractor of the Processor and any other third-party which is a party to a contract under which such processing is authorised to take place.

**Website** means all or any of the website within the URL \*.bequeathed.org, the drafting tool available on the website, the facility to store documents created using the drafting tool, and all information, guidance and documents published and other services provided by means of that website, in each case in such form and manner as the Processor releases from time to time.

1.2 In this Deed references to words and phrases that are defined in Data Protection Regulations have the meaning in the Data Protection Regulations, including **personal data, processing, disclosure, data controller, controller, and data processor and processor**, and processor is synonymous with data processor, and controller is synonymous with data controller.

## 2. APPLICATION AND DURATION

2.1 This Deed applies to the processing of Relevant Personal Data by the Processor as the Controller's processor under Data Protection Regulations.

2.2 The undertakings of the Processor under this Deed are for the benefit of all Controllers from time to time, are separate, severable and independent covenants given to each Controller, and may be enforced by a Controller separately and severally without reference to any other Controller.

2.3 This Deed shall have effect for so long as Relevant Personal Data is processed by the Processor on the Website.

## 3. RETURN OR DESTRUCTION OF PERSONAL DATA

Relevant Personal Data shall be erased by the Processor from storage in connection with the drafting tool promptly after receiving a written request to do so at [support@bequeathed.org](mailto:support@bequeathed.org), save to the extent required by the Processor to discharge its obligations under Regulations, and any personal data which is retained shall be returned or erased immediately it is no longer required for such purposes.

## 4. DOCUMENTED INSTRUCTIONS

4.1 Subject to paragraph 4.3, the Processor shall, and shall procure that any person doing so under the authority of the Processor shall, process Relevant Personal Data in accordance with documented instructions from the Controller only, and shall comply promptly with all such instructions or directions received by it from the Controller; all processing of Relevant Personal Data in accordance with use of the drafting tool by the Controller shall be deemed to be the documented instructions of the Controller.

4.2 The Processor shall inform the Controller if, in the Processor's opinion, any of the Controller's instructions would breach Data Protection Regulations having regard to the information then available to the Processor.

4.3 Paragraph 4.1 does not apply in respect of any processing which the Processor or any person doing so under the authority of the Processor, including a Sub-processor, is obliged to perform under Regulations, provided that reasonable prior notice of the law or regulation in question is given to the Controller by the Processor except where and to the extent applicable Regulations prevent or restrict the giving of notice.

## 5. **ORGANISATIONAL AND TECHNICAL MEASURES**

5.1 The Processor shall establish and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk arising from the processing of the Relevant Personal Data having regard to the state of the art and the cost of implementing the measures, and shall regularly test, assess, and evaluate those measures.

5.2 The Processor shall:

- 5.2.1 take reasonable steps to ensure the reliability of Relevant Personnel, and that they process Relevant Personal Data in relation to the Purpose in accordance with this Deed only;
- 5.2.2 provide training for Relevant Personnel so that they are aware of the Processor's obligations under Data Protection Regulations, and inform them of the importance of guarding against accidental, unauthorised or unlawful processing of, access to, loss of, or damage to Relevant Personal Data;
- 5.2.3 have in place disciplinary procedures in respect of non-compliance with relevant data protection requirements and standards;
- 5.2.4 ensure that Relevant Personnel have committed themselves to be bound by confidentiality provisions; and
- 5.2.5 appoint a person to be responsible for security and data protection matters and provide the name of such person to the Controller on request.

## 6. **GENERAL DATA PROTECTION OBLIGATIONS**

6.1 The Processor shall without undue delay, and in any event no later than reasonably required in order to enable the Controller to fulfil its duties under Data Protection Regulations:

- 6.1.1 provide such information as the Controller may reasonably require in relation to Relevant Personal Data or its processing;
- 6.1.2 pass on to the Controller any enquiries or communications (including subject access requests) from data subjects relating to their Relevant Personal Data or its processing;
- 6.1.3 provide such information as may be required for the purpose of responding to any such data subject;
- 6.1.4 report to the Controller any security incidents or breaches relating to the Relevant Personal Data and provide such information as the Controller may reasonably require in relation to the incident or breach.

- 6.2 Subject to paragraph 6.1, the Processor shall assist the Controller with:
- 6.2.1 the conduct of a data protection impact assessment in relation to Relevant Personal Data; and
  - 6.2.2 responding to requests of data subjects (other than the Controller (as appropriate)) to exercise their rights in respect of the processing of their Relevant Personal Data,
- subject to payment of a reasonable charge in respect of such assistance.

## 7. **SUB-PROCESSORS**

- 7.1 Where and to the extent the Website relies on Cloud Services to process Relevant Personal Data:
- 7.1.1 the policies and procedures of the Sub-processors providing the Cloud Services, and the terms having effect from time to time between the Processor and such Sub-processors, in relation to the processing of Relevant Personal Data as part of the Cloud Services shall be included in this Deed (with such changes as are necessary being deemed to be made), and which shall apply to any processing of Relevant Personal Data in the course of those Cloud Services to the exclusion of any provisions to the contrary in this Deed; and
  - 7.1.2 the manner in which and the extent to which the Controller exercises or is entitled to exercise rights under this Deed in respect of Relevant Personal Data processed as part of the Cloud Services shall be subject to those policies, procedures and terms.
- 7.2 The Processor is liable for a breach of this Deed which is caused by the acts or omissions of Sub-processors.
- 7.3 The Processor shall not without prior specific written consent of the Controller engage a sub-contractor or confer on any other third party (directly or indirectly) authority to process Relevant Personal Data, including in the course of Cloud Services, and if such consent is provided by the Controller in relation to a sub-contractor, without first entering into a contract with that sub-contractor under which the sub-contractor agrees to comply with obligations the same as those set out in this Deed so far as material in relation to the processing of Relevant Personal Data.
- 7.4 The Sub-processors and a description of the Cloud Services on which the Processor relies from time to time shall be included in the Privacy Policy and published by the Processor on the Website.
- 7.5 The Processor and Sub-processors are entitled to suspend the performance of instructions from the Controller which it believes contravenes Data Protection Regulations until the Controller has confirmed or modified the instruction accordingly.

## 8. **TERMINATION EVENTS**

- 8.1 Where an Individual Data Protection Termination Event occurs, the Processor is entitled to terminate this Deed as it applies to the Controller in question by giving not less than sixty (60) days' notice in writing (including via e-mail).

8.2 Where a General Data Protection Event occurs, the Processor is entitled to terminate this Deed as it applies to all Controllers by giving not less than sixty (60) days' notice published on the Website.

9. **OVERSEAS TRANSFERS**

Except on documented instructions from the Controller or otherwise provided by this Deed, the Processor shall not transfer any Relevant Personal Data to any country or territory outside of the European Union or to any international organisation.

10. **GOVERNING LAW**

This Deed shall be governed by and construed in accordance with English law.

This document has been EXECUTED AS A DEED and delivered on the date of this Deed.

SIGNED AS A DEED by

Bequeathed Limited

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in the presence of