Es'hailSat POLICY

PROCESSING PERSONAL DATA
Definitions

“Data Controller” has the meaning set out in section 1(1) of the Data Protection Act 1998;

“Data Processor” has the meaning set out in section 1(1) of the Data Protection Act 1998;

“Data Subject” means an individual who is the subject of Personal Data (of which Es’hailSat is Data Controller);

“Model Terms” means the standard contractual clauses approved by European Commission decision of 5 February 2010 (2010/87/EU) on standard contractual clauses for the transfer of personal data to processors established in third countries (but which shall exclude any contractual clauses designated by the European Commission as optional in that decision), as amended or replaced from time to time by the European Commission;

“Personal Data” has the meaning set out in section 1(1) of the Data Protection Act 1998;

“Processing” and “Process” have the meaning set out in section 1(1) of the Data Protection Act 1998;

1. Processing Personal Data

1.1. Es’hailSat and Customer acknowledge that in order to provide the Products to Subscribers Es’hailSat may collect Personal Data of Subscribers and end users of Subscribers and decide how such Personal Data is Processed, in which case Es’hailSat will be the Data Controller of such Personal Data for the purposes of the Data Protection Act 1998.

1.2. Where Es’hailSat is the Data Controller of Personal Data it may need to provide such Personal Data to Customer so that Customer can Process such Personal Data for the purpose of providing the Products to Subscribers and end users of Subscribers. In such circumstances, Customer shall:

1.2.1. Process the Personal Data only to the extent, and in such a manner, as is necessary for the purposes of providing the Products to the Subscriber or the end users of Subscribers and in accordance with Es’hailSat’s instructions from time to time and not Process the Personal Data for any other purpose;

1.2.2. keep a record of any Processing of the Personal Data it carries out on behalf of Es’hailSat;
1.2.3. promptly comply with any request from Es'hailSat requiring Customer to amend, transfer or delete the Personal Data;

1.2.4. promptly notify Es'hailSat if it receives a request from a Data Subject for access to that person’s Personal Data and provide reasonable assistance to Es'hailSat in relation to such request;

1.2.5. take appropriate technical and organisational measures against the unauthorised or unlawful Processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data; and

1.2.6. notify Es'hailSat immediately if it becomes aware of any unauthorised or unlawful Processing, loss of, damage to or destruction of the Personal Data; and

1.2.7. ensure that access to the Personal Data is limited to those employees who need access to the Personal Data to meet Customer’s obligations under this Agreement and is limited to such Personal Data as is required to perform Customer’s obligations under this Agreement.

1.3. If Customer receives any complaint, notice or communication which relates directly or indirectly to the Processing of the Personal Data (of which Es’hailSat is the Data Controller) or to either party’s compliance with the Data Protection Act 1998 and the data protection principles set out therein, it shall immediately notify Es’hailSat and it shall provide Es’hailSat with full co-operation and assistance in relation to any such complaint, notice or communication.

1.4. At Es’hailSat’s request, Customer shall provide to Es’hailSat a copy of all Personal Data for which it is acting as a Data Processor held by it in the format and on the media reasonably specified by Es’hailSat.

1.5. Customer shall not transfer any Personal Data (of which Es’hailSat is the Data Controller) outside the European Economic Area without the prior written consent of Es’hailSat. Where Es’hailSat consents to the transfer of any such Personal Data outside of the European Economic Area Customer shall first promptly enter into (or require, in the case of a transfer by a subcontractor, that that subcontractor promptly enters into) an agreement with Es’hailSat on the Model Terms unamended but completed in such manner as Es’hailSat may reasonably stipulate, or such other form as the parties may agree in writing.

1.6. If Customer collects Personal Data of Subscribers and end users of Subscribers and decides how such Personal Data is used Processed, Es’hailSat is not the Data Controller in respect of such Personal Data. Customer shall comply with all applicable laws and regulations in respect of such Personal Data.
1.7. Customer shall promptly inform Es'hailSat if any Personal Data (of which Es'hailSat is the Data Controller) for which Customer is acting as Data Processor is lost or destroyed or becomes damaged, corrupted, or unusable. Customer will restore such Personal Data at its own expense.