

Data Processing Agreement

This Data Processing Agreement ("Agreement") forms part of the Contract for Services ("Principal Agreement") between

(Hereinafter known as the "Controller") and

Parent Apps Limited
Suite 111
25 Goodlass Road
Liverpool
L24 9HJ
(Hereinafter known as the "Processor")
(together as the "Parties")

WHEREAS:

- (1) Under a written agreement between the Data Controller and the Data Processor ("the Service Agreement") the Data Processor provides to the Data Controller the Services described in Schedule 1.
- (2) The provision of the Services by the Data Processor involves it in processing the Personal Data described in Schedule 2 on behalf of the Data Controller.
- (3) Under Article 28(3) of the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the "UK GDPR"), the Data Controller is required to put in place an agreement in writing between the Data Controller and any organisation which processes personal data on its behalf governing the processing of that personal data.
- (4) The Parties have agreed to enter into this Agreement to ensure compliance with the said provisions of the UK GDPR in relation to all processing of the Personal Data by the Data Processor for the Data Controller.
- (5) The terms of this Agreement are to apply to all processing of Personal Data carried out for the Data Controller by the Data Processor and to all Personal Data held by the Data Processor in relation to all such processing.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:



“Commissioner”	means the Information Commissioner (as defined in Article 4(A3) UK GDPR and section 114 Data Protection Act 2018;
“Controller”	shall have the meanings given to the term “controller” by Article 4(7) of the UK GDPR and section 6 of the Data Protection Act 2018;
“Data Protection Legislation”	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
“Data Subject”	means an identified or identifiable living individual to whom Personal Data relates;
“Personal Data”	means any information relating to an identified or identifiable living individual; an identified or identifiable living individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of the individual;
“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;
“Processor”	means a natural or legal person, public authority, agency, or other body which processes Personal Data on behalf of a Controller;



“processing”,
“process”,
“processed”,
“processes”

means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

“Services”

means those services described in Schedule 1 which are provided by the Processor to the Controller and which the Controller uses for the purposes described in Schedule 1; and



- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
- 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 "this Agreement" is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule to this Agreement; and
 - 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
 - 1.2.7 a "Party" or the "Parties" refer to the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4. Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include any other gender.
- 1.6 References to persons shall include corporations.

2. Scope and Application of this Agreement

- 2.1 The provisions of this Agreement shall apply to the processing of the Personal Data described in Schedule 2, carried out for the Controller by the Processor, and to all Personal Data held by the Processor in relation to all such processing, whether such Personal Data is held at the date of this Agreement or received afterwards.
- 2.2 Schedule 2 describes the types of Personal Data, category or categories of Data Subject, the nature of the processing to be carried out, the purposes of such processing, and the duration of such processing.
- 2.3 Subject to sub-Clause 2.4, this Agreement is subject to the terms of the Service Agreement and is hereby incorporated into the Service Agreement. Definitions and interpretations set out in the Service Agreement shall apply to the interpretation of this Agreement.
- 2.4 The provisions of this Agreement supersede any other arrangement, understanding, or agreement made between the Parties at any time relating to the Personal Data.
- 2.5 This Agreement shall continue in full force and effect for so long as the Processor is processing Personal Data on behalf of the Controller, and thereafter as provided in Clause 10.

3. Provision of the Services and Processing Personal Data

- 3.1 The Controller shall retain control of the Personal Data and shall, at all times, remain responsible for its compliance obligations under the Data Protection Legislation including, but not limited to, providing any and all required notices and obtaining any and all required consents, and for the written processing instructions given to the Processor.
- 3.2 The Processor shall only provide the Services and process the Personal Data received from the Controller:
 - 3.2.1 for the purposes of those Services and not for any other purpose;
 - 3.2.2 to the extent and in such a manner as is strictly necessary for those purposes; and
 - 3.2.3 strictly in accordance with the express written authorisation and instructions of the Controller (which may be specific instructions or instructions of a general nature, or as otherwise notified by the Controller to the Processor).

4. Data Protection Compliance

- 4.1 All instructions given by the Controller to the Processor shall be made in writing and shall at all times be in compliance with the Data Protection Legislation. The Processor shall act only on such written instructions from the Controller unless the Processor is required by law to do otherwise (as per Article 29 of the UK GDPR).
- 4.2 The Processor shall promptly comply with any request from the Controller requiring the Processor to amend, transfer, delete, or otherwise dispose of the Personal Data, or to stop, mitigate, or remedy any unauthorised processing.
- 4.3 The Processor shall transfer all Personal Data to the Controller on the Controller's request in the formats, at the times, and in compliance with, the Controller's written instructions.
- 4.4 Both Parties shall comply at all times with the Data Protection Legislation and shall not perform their obligations under this Agreement or any other agreement or arrangement between them in such way as to cause either Party to breach any of its applicable obligations under the Data Protection Legislation.
- 4.5 The Controller hereby warrants, represents, and undertakes that the Personal Data shall comply with the Data Protection Legislation in all respects including, but not limited to, its collection, holding, and processing, and that the Controller has in place all necessary and appropriate consents and notices to enable the lawful transfer of the Personal Data to the Processor.
- 4.6 The Processor agrees to comply with any reasonable measures required by the Controller to ensure that its obligations under this Agreement are satisfactorily performed in accordance with the Data Protection Legislation and any best practice guidance issued by the Commissioner.
- 4.7 The Processor shall provide all reasonable assistance to the Controller in complying with its obligations under the Data Protection Legislation with respect to the security of processing, the notification of Personal Data Breaches, the conduct of data protection impact assessments, and in dealings with the Commissioner. What is reasonable, for the purposes of this sub-Clause shall take account of the nature of the Processor's processing and the information available to the Processor.
- 4.8 The Processor shall notify the Controller in a timely manner of any changes to the Data Protection Legislation that may adversely affect its performance of the Services or of its obligations under this Agreement.

- 4.9 When processing the Personal Data on behalf of the Controller, the Processor shall:
- 4.9.1 not transfer the Personal Data outside the United Kingdom without the consent of the Controller;
 - 4.9.2 not transfer any of the Personal Data to any third party without the written consent of the Controller and, in the event of such consent, the Personal Data shall be transferred strictly subject to the terms of a suitable agreement, as set out in Clause 11;
 - 4.9.3 process the Personal Data only to the extent, and in such manner, as is necessary in order to comply with its obligations to the Controller or as may be required by law (in which case, the Processor shall inform the Controller of the legal requirement in question before processing the Personal Data for that purpose unless prohibited from doing so by law);
 - 4.9.4 implement appropriate technical and organisational measures, and take all steps necessary to protect the Personal Data against accidental, unauthorised, or unlawful processing, access, copying, modification, reproduction, display, or distribution of the Personal Data, and against its accidental or unlawful loss, destruction, alteration, disclosure, or damage. The Processor shall inform the Controller in advance of any changes to such measures;
 - 4.9.5 implement measures to ensure a level of security proportionate to the risks involved including, as appropriate:
 - a) the pseudonymisation and encryption of Personal Data;
 - b) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services;
 - c) the ability to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident; and
 - d) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
 - 4.9.6 if so requested by the Controller (and within the timescales required by the Controller) supply further details of the technical and organisational systems in place to safeguard the security of the Personal Data held and to prevent unauthorised access;
 - 4.9.7 keep complete and accurate records and information concerning all processing activities carried out on the Personal Data in order to demonstrate its compliance with this Agreement and the Data Protection Legislation;
 - 4.9.8 make available to the Controller any and all such information as is reasonably required and necessary to demonstrate the Processor's compliance with the Data Protection Legislation;
 - 4.9.9 on reasonable prior notice, submit to audits and inspections and provide the Controller with any information reasonably required in order to assess and verify compliance with the provisions of this Agreement and both Parties' compliance with the requirements of the Data Protection Legislation. The requirement to give notice will not apply if the Controller believes that the Processor is in breach of any of its obligations under this Agreement or under the law; and

4.9.10 inform the Controller immediately if it is asked to do anything that infringes the Data Protection Legislation.

5. Data Subject Requests, Notices, Complaints, and Personal Data Breaches

- 5.1 The Processor shall assist the Controller in complying with its obligations under the Data Protection Legislation. In particular, the provisions of this Clause 5 shall apply to requests by Data Subjects to exercise their rights (including, but not limited to, subject access requests), information or assessment notices served on the Controller by the Commissioner under the Data Protection Legislation, complaints, and Personal Data Breaches.
- 5.2 The Processor shall notify the Controller immediately in writing if it receives:
- 5.2.1 a request from a Data Subject to exercise their rights; or
 - 5.2.2 any other complaint, notice, communication, or request relating to the processing of the Personal Data or to either Party's compliance with the Data Protection Legislation.
- 5.3 The Processor shall cooperate fully with the Controller and assist as required in relation to any Data Subject request, or other complaint, notice, communication, or request, including by:
- 5.3.1 providing the Controller with full details of the complaint, notice, communication, or request;
 - 5.3.2 providing the necessary information and assistance in order to comply with a request from a Data Subject;
 - 5.3.3 providing the Controller with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Controller); and
 - 5.3.4 providing the Controller with any other information requested by the Controller.
- 5.4 The Processor shall not disclose any Personal Data to any Data Subject or to any other third party unless instructed to do so by the Controller in writing, or as required by law.
- 5.5 The Processor shall notify the Controller immediately if it becomes aware of any form of Personal Data Breach, including any unauthorised or unlawful processing, loss of, unintended damage to, or destruction of any of the Personal Data.
- 5.6 If an event of the type described under sub-Clause 5.5 occurs:
- 5.6.1 Where recovery of the affected Personal Data is possible, the Processor shall recover the same as soon as possible.
 - 5.6.2 The Processor shall, without undue delay, also provide the following information to the Controller:
 - a) a description of the nature of the event, including the category or categories of Personal Data affected, the approximate number of Personal Data records and Data Subjects involved;
 - b) the likely consequences of the event; and

- c) a description of the measures that have been taken or will be taken in response, including those to mitigate potential adverse effects.
- 5.6.3 The Processor shall provide all reasonable co-ordination, co-operation, and assistance to the Controller in the Controller's investigation and handling of the event.
- 5.6.4 The Processor shall not inform any third parties of the event without the Controller's express written consent, unless required to do so by law.
- 5.6.5 The Controller shall have the sole right to determine whether to provide notice of the event to any Data Subjects, the Commissioner, other applicable regulators, law enforcement authorities, or other parties, as required by law or regulation or at the Controller's discretion.
- 5.6.6 The Controller shall have the sole right to determine whether to offer any form of remedy to affected Data Subjects.
- 5.6.7 Where the Processor is required to take action and/or provide assistance at its own expense under this sub-Clause 5.6, the requirement for the Processor to cover such expenses shall not apply if the event arose from the Controller's specific written instructions, negligence, willful default, or breach of this Agreement. In such cases, the Controller shall cover all such reasonable expenses.
- 5.6.8 The Processor shall, in addition to taking the abovementioned actions and/or providing the abovementioned assistance at its own expense, reimburse the Controller for reasonable expenses incurred by the Controller when responding to the event, including the costs of any notices and remedies.

6. Staff and Data Protection Officers

- 6.1 The Processor shall ensure that all personnel who are to access and/or process any of the Personal Data:
 - 6.1.1 be informed of the confidential nature of the Personal Data and be bound by contractual use restrictions and confidentiality requirements, as per sub-Clause 10.2;
 - 6.1.2 be given appropriate training annually on Data Protection and Cyber Security and how their job roles relate to it and are affected by it; and
 - 6.1.3 be made aware of both the Processor's duties, and their personal duties and obligations under the Data Protection Legislation and this Agreement.
 - 6.1.4 The Processor has appointed a data officer in accordance with Article 37 of the UK GDPR, whose details are as follows: Kate Jones; contactable on 0151 808 0093 or support@parentapps.co.uk

7. Warranties

- 7.2 The Processor warrants and represents that:
- 7.2.1 its employees, subcontractors, agents, and any other person or persons accessing and otherwise handling the Personal Data on its behalf are appropriately trained with respect to compliance with the Data Protection Legislation;
 - 7.2.2 it, and any party acting on its behalf, will process the Personal Data in compliance with the Data Protection Legislation and any and all other applicable laws, regulations, standards, and similar instruments;
 - 7.2.3 nothing, in its reasonable belief, in the Data Protection Legislation prevents it from providing the Services;
 - 7.2.4 it will take all appropriate and proportionate technical and organisational measures to prevent the accidental, unauthorised, or unlawful processing of the Personal Data and the loss of or damage to the Personal Data, ensuring a level of security appropriate in light of:
 - a) the potential harm resulting from such an event;
 - b) the nature of the Personal Data in question;
 - c) the measures necessary to comply with all applicable Data Protection Legislation and all relevant policies and procedures.
- 7.3 The Controller warrants and represents that the Processor's use of the Personal Data in its provision of the Services and as specifically instructed by the Controller shall comply with the Data Protection Legislation.

8. Liability and Indemnity

- 8.1 The Controller shall be liable for, and shall indemnify (and keep indemnified) the Processor in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, the Processor arising directly or in connection with:
- 8.1.1 any non-compliance by the Controller with the Data Protection Legislation;
 - 8.1.2 any processing carried out by the Processor in accordance with instructions given by the Controller that infringe the Data Protection Legislation; or
 - 8.1.3 any breach by the Controller of its obligations under this Agreement,
- 8.2 The Processor shall be liable for, and shall indemnify (and keep indemnified) the Controller in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, the Controller arising directly or in connection with the Processor's processing activities that are subject to this Agreement:
- 8.2.1 only to the extent that the same results from the Processor's breach of, or non-compliance with, this Agreement, the Controller's instructions, or the Data Protection Legislation; and
 - 8.2.2 not to the extent that the same is, or are contributed to, by any breach of this Agreement by the Controller.

- 8.4 The Controller shall not be entitled to claim back from the Processor any sums paid in compensation by the Controller in respect of any damage to the extent that the Controller is liable to indemnify the Processor under sub-Clause 8.1.
- 8.5 Nothing in this Agreement (and in particular, this Clause 8) shall relieve either Party of, or otherwise affect, the liability of either Party to any Data Subject, or for any other breach of that Party's direct obligations under the Data Protection Legislation. Furthermore, the Processor hereby acknowledges that it shall remain subject to the authority of the Commissioner and shall co-operate fully therewith, as required, and that failure to comply with its obligations as a Processor under the Data Protection Legislation may render it subject to the fines, penalties, and compensation requirements set out in the Data Protection Legislation.

9. Intellectual Property Rights

All copyright, database rights, and other intellectual property rights in the Personal Data (including but not limited to any updates, amendments, or adaptations to the Personal Data made by either the Controller or the Processor) shall belong to the Controller or to any other applicable third party from whom the Controller has obtained the Personal Data under licence (including, but not limited to, Data Subjects, where applicable). The Processor is licensed to use such Personal Data only for the term of the Service Agreement, for the purposes of providing the Services, and in accordance with this Agreement.

10. Confidentiality

- 10.2 The Processor shall maintain the Personal Data in confidence, and in particular, unless the Controller has given written consent for the Processor to do so, the Processor shall not disclose any Personal Data supplied to the Processor by, for, or on behalf of, the Controller to any third party. The Processor shall not process or make any use of any Personal Data supplied to it by the Controller otherwise than in connection with the provision of the Services to the Controller.
- 10.3 The Processor shall ensure that all personnel who are to access and/or process any of the Personal Data are contractually obliged to keep the Personal Data confidential.
- 10.4 The obligations set out in in this Clause 10 shall continue for a period of after the cessation of the provision of Services by the Processor to the Controller.
- 10.5 Nothing in this Agreement shall prevent either Party from complying with any requirement to disclose Personal Data where such disclosure is required by law. In such cases, the Party required to disclose shall notify the other Party of the disclosure requirements prior to disclosure, unless such notification is prohibited by law.

11. Sub processors

- 11.1 A sub-processor is a third-party data processor engaged by the Processor who has or potentially will have access to or process Data. In order to maintain the functionality of the products provided Parentapps requires to appoint a number of sub processors. (Full list of sub processors can be found in Schedule 3).
- 11.2 The Processor shall not subcontract any of its obligations or rights under this agreement without prior written consent of the controller.

- 11.2 When the Processor appoints a new subcontractor, the Processor shall:
 - 11.2.1 enter into a written agreement with the subcontractor which shall impose upon the subcontractor the same obligations as are imposed upon the Processor by this Agreement and which shall permit both the Processor and the Controller to enforce those obligations;
 - 11.2.2 ensure that the subcontractor complies fully with its obligations under that agreement and the Data Protection Legislation;
 - 11.2.3 maintain control over all Personal Data transferred to the subcontractor; and
 - 11.2.4 the agreement between the Processor and the subcontractor shall terminate automatically upon the termination or expiry of this Agreement for any reason.
 - 11.2.5 Inform the controller of any changes to sub processors.
- 11.5 The Controller shall be deemed to have control legally over any Personal Data that is in the possession of or practically controlled by its subcontractors.
- 11.6 In the event that a subcontractor fails to meet its obligations under any such agreement, the Processor shall remain fully liable to the controller for failing to meet its obligations under the agreement.

12. Deletion and/or Disposal of Personal Data

- 12.1 The Processor shall, at the written request of the Controller, delete or otherwise dispose of the Personal Data by the Controller within a reasonable time after the earlier of the following:
 - 12.1.1 the end of the provision of the Services under the Service Agreement; or
 - 12.1.2 the processing of that Personal Data by the Processor is no longer required for the performance of the Processor's obligations under the Service Agreement.
- 12.2 Following the deletion, disposal, or return of the Personal Data under sub-Clause 12.1, the Processor shall delete or otherwise dispose of all further copies of the Personal Data that it holds, unless retention of such copies is required by law, in which case the Processor shall inform the Controller of such requirement(s) in writing.
- 12.3 All Personal Data to be deleted or disposed of under this Agreement shall be deleted or disposed of using the following method(s): Your app will be immediately deleted from our servers, along with all data and information contained within, this may remain on our backup servers for 7 days. Websites are deleted from our main servers with backups kept for up to 1 month.

13. Law and Jurisdiction

- 13.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 13.2 Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.



SIGNED for and on behalf of the Controller by:

Authorised Signature

Date: _____

SIGNED for and on behalf of the Processor by:

Kate Jones- Parentapps Data Officer

Authorised Signature

Date: _____



Terms of Service

By using the parentapps.co.uk web site ("Service"), all services of Parent Apps, Inc. ("Parent Apps"), you are agreeing to be bound by the following terms and conditions ("Terms of Service").

Parent Apps reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, are subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at: <http://www.parentapps.com/terms-of-service.html>.

Violation of any of the terms below will result in the termination of your Account. While Parent Apps prohibits such conduct and Content on the Service, you understand and agree that Parent Apps cannot be responsible for the Content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

Account Terms

You must be 16 years or older to use this Service. You must provide your legal full name, a valid email address, and any other information requested in order to complete the sign up process. You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have access to your account). You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

Payments and Refund Terms

Payment for the app design and build can be made via bank transfer or cheque. There will be no refunds or credits for the design and build, partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties. Parent Apps will use commercially reasonable efforts to have the application approved by the appropriate mobile platform provider. Although there is a high likelihood of approval, we do not and cannot guarantee acceptance.

Cancellation and Termination

You are solely responsible for properly canceling your account. Account cancellation requests need to be submitted by email to info@parentapps.co.uk. All of your Content will be deleted from the Service upon cancellation. This information cannot be recovered once your account is cancelled. If you cancel the Service before the end of your current paid up year, your cancellation will take effect immediately and you will not be charged again.

Parent Apps, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Parent Apps service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account. Parent Apps reserves the right to refuse service to anyone for any reason at any time.

The length of your agreement will be noted on your order form. The expiry date of your agreement is the same date the following years if it's a 12, 24 or 36 month agreement.

In order to cancel your agreement we will require a minimum of 60 days notice before the agreement ends. Your contract will automatically renew for a further 12, 24 or 36 months which is equal to the same length of time as your original agreement should we not receive your cancellation email. For example if you sign a 3 year agreement you agree that you will be automatically enrolled into another 3 year agreement. Once you are automatically enrolled onto a new agreement then you are legally bound to pay for each years annual subscription in full.

100% Satisfaction Guarantee Terms

If for whatever reason you are unsatisfied with your mobile application within the first month of service, Parent Apps guarantees to refund the first 12 months of service with no questions asked only if the 12 months service has already been paid in advance. If the service is paid for monthly then we will only refund the first month of service. Parent Apps is backed by a 100% satisfaction guarantee.

This guarantee does not apply to any annual payment after a full 2 months service has passed and only applies to the initial 12 months of service with Parent Apps. Monies paid for the design and production of a mobile app are not covered under our money back guarantee.

Modifications to the Service and Prices

Parent Apps shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

From time to time, Parent Apps may issue an update to the Parent Apps application, which may add, modify, and/or remove features from the application. These updates may be pushed out automatically with little or no notice, although Parent Apps will do everything in its power to notify you in advance of an upcoming update, including details on what the update includes.

Copyright and Content Ownership

We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours. However, by using the Parent Apps application to create your mobile application, you agree to allow others to view and share your Content. Parent Apps does not pre-screen Content, but Parent Apps have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service. The look and feel of the Service is copyright 2017 Parent Apps, Inc. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from Parent Apps. Parent Apps may make certain software available to you through the Service. If you download or otherwise use the software from the Service, the software, including all files and images contained in or generated by the software, look and feel, HTML/CSS, visual design elements, and accompanying data (collectively, "Software") are deemed to be licensed to you by Parent Apps, for your personal and noncommercial use only. Parent Apps does not transfer either the title or the intellectual property rights to the Software, and Parent Apps retains full and complete title to the Software as well as all intellectual property rights therein.

You may not sell, redistribute, or reproduce the Software, nor may you decompile, reverse-engineer, disassemble, or otherwise convert the Software to a human-perceivable form. You grant Parent Apps a license to use the materials you post to the Services. By posting, downloading, displaying, performing, transmitting, or otherwise distributing user content to the Service, you are granting Parent Apps, its affiliates, officers, directors, employees, consultants, agents, and representatives a license to use user content in connection with the operation of Parent Apps, its affiliates, officers, directors, employees, consultants, agents, and representatives, including without limitation, a right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat user content. You will not be compensated for any user content. By posting user content on the Service, you warrant and represent that you own the rights to the user content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute user content. When accessing or using the Services, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Services is at all times governed by and subject to laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content in violation of any party's copyrights, trademarks, patents, trade secrets, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property, and you shall be solely responsible for any violations of any laws and for any infringements of any intellectual property rights caused by any content you provide, post, or transmit, or that is provided or transmitted using your user name or user ID. The burden of proving that any Content does not violate any laws or intellectual property rights rests solely with you. All Parent Apps content included on its site, its Software, and through the Service is the property of Parent Apps and is protected by U.K. and international intellectual property laws. All Parent Apps content, Software, code, HTML/CSS, and visual design data is copyright 2014 Parent Apps.

General Conditions

Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis. Technical support is available via email or telephone. The technical support email address is support@parentapps.co.uk. You authorize the Company to use, reuse, and to grant others the right to use and reuse, your Content, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed, both during and after your use of the Services, for any purposes related to the Service. You understand that Parent Apps uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, or any other Parent Apps service.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Parent Apps.

We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Parent Apps customer, employee, member, or officer will result in immediate account termination.

You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages.

You must not transmit any worms or viruses or any code of a destructive nature. Parent Apps does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.

You expressly understand and agree that Parent Apps shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Parent Apps has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.

The failure of Parent Apps to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Parent Apps and govern your use of the Service, superseding any prior agreements between you and Parent Apps (including, but not limited to, any prior versions of the Terms of Service). In no event shall Parent Apps liability to you exceed the amount actually paid to Parent Apps by you during the preceding 12 months.

We may from time to time send out push notifications on behalf of our partners. We may also include them within the "Things to do section" which is designed to support local business whilst proving parents and their children with activities and places to go during weekends and school holidays.

General Conditions

Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis. Technical support is only available via email. The technical support email address is support@parentapps.co.uk.

Parentapps Website Terms and Conditions

Terms & Conditions

The following terms and conditions apply to all website development / design services provided by Parentapps Limited to the Client.

1. Acceptance

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full. Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

2. Charges

Charges for services to be provided by Parentapps Limited are defined in the project quotation that the Client receives via e-mail. Quotations are valid for a period of 30 days. Parentapps Limited reserves the right to alter or decline to provide a quotation after expiry of the 30 days. Unless agreed otherwise with the Client, all website design services require an advance payment of a minimum of 50 percent of the project quotation total before the work is supplied to the Client for review. A final charge of 50 percent is required upon completion of the work, prior to upload to the server or release of materials. Payment for services is due by cheque or bank transfer. Cheques should be made payable to Parentapps Limited and sent to Parentapps Ltd, Suite 111, 25 Goodlass Rd, Liverpool, L24 9HJ. Bank details will be made available on invoices.

3. Client Review

Parentapps Limited will provide the Client with an opportunity to review the appearance and content of the website during the design phase and once the overall website development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies Parentapps Limited otherwise within ten (10) days of the date the materials are made available to the Client.

4. Turnaround Time and Content Control

Parentapps Limited will install and publicly post or supply the Client's website by the date specified in the project proposal, or at date agreed with Client upon Parentapps Limited receiving initial payment, unless a delay is specifically requested by the Client and agreed by Parentapps Limited. In return, the Client agrees to delegate a single individual as a primary contact to aid Parentapps Limited with progressing the commission in a satisfactory and expedient manner. During the project, Parentapps Limited will require the Client to provide website content such as text, images and documents.

5. Failure to provide required website content:

Parentapps Limited must ensure that work we have programmed is carried out at the scheduled time. This is why we ask that you provide all the required information in advance. On any occasion where progress cannot be made with your website because we have not been given the required information in the agreed time frame (2 weeks from signing), and we are delayed as result, we reserve the right to impose a surcharge of up to 25%. If your project involves Search Engine Optimisation we need the text content for your site in advance so that the SEO can be planned and completed efficiently. If we are pulling the content from your existing site, the information must fit within the tier (number of pages) you have agreed to use. It is your responsibility to condense information to fit within your website Tier. If you do not change your content amount before the population process begins (week 3-4**) then we reserve the right to upgrade you to the next website tier. When we pull content from your existing site we will only populate the site with information taken from the current academic year*. Anything else will need to be uploaded by yourself however templates and full training is provided on completion of the project. If you agree to provide us with the required information and subsequently fail to do so within two weeks of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately. Simply put, all the above condition says is do not give us the go ahead to start until you are ready to do so. NOTE: Text content should be delivered as a Microsoft Word, email (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles on the agreed on the sitemap. Contact us if you need clarification on this. Using our content management system you are able to keep your content up to date yourself. **This may vary depending on unforeseen circumstances *We will populate a max of 4 posts / 4 newsletters

6. Payment

Invoices will be provided by Parentapps Limited upon completion but before publishing the live website. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of the higher of one and one-half percent (1.5%) per month of the total amount due.

7. Additional Expenses

Client agrees to reimburse Parentapps Limited for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc.

8. Web Browsers

Parentapps Limited makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Internet Explorer 8 & 9, Google Chrome, etc.). Client agrees that Parentapps Limited cannot guarantee correct functionality with all browser software across different operating systems. Parentapps Limited cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the Client. As such, Parentapps Limited reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

9. Default

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on Parentapps Limited's Web space, Parentapps Limited will, at its discretion, remove all such material from its web space. Parentapps Limited is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Cheques returned for insufficient funds will be assessed a return charge of £25 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay Parentapps Limited reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Parentapps Limited in enforcing these Terms and Conditions.

10. Termination

Termination of services by the Client must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Client will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

11. Indemnity

All Parentapps services may be used for lawful purposes only. You agree to indemnify and hold Parentapps Limited harmless from any claims resulting from your use of our service that damages you or any other party.

12. Copyright

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants Parentapps Limited the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting Parentapps Limited permission and rights for use of the same and agrees to indemnify and hold harmless Parentapps Limited from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by the Client to Parentapps Limited that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

13. Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format and that all photographs and other graphics will be provided physically in high quality. Although every reasonable attempt shall be made by Parentapps Limited to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed.

14. Design Credit

A link to Parentapps Limited will appear in either small type or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. The Client also agrees that the website developed for the Client may be presented in Parentapps Limited's portfolio.

15. Access Requirements

If the Client's website is to be installed on a third-party server, Parentapps Limited must be granted temporary read/write access to the Client's storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

16. Post-Placement Alterations

Parentapps Limited cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

17. Domain Names

Parentapps Limited may purchase domain names on behalf of the Client. Payment and renewal of those domain names is the responsibility of the Client. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of Parentapps Limited. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

18. General

These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

19. Governing Law

This Agreement shall be governed by English Law.

20. Liability

Parentapps Limited hereby excludes itself, its Employees and or Agents from all and any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site;
- Loss or damage to clients' artwork/photos, supplied for the site.

Immaterial whether the loss or damage results from negligence or otherwise. The entire liability of Parentapps Limited to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

21. Severability

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid. Parentapps Website Terms and Conditions

Schedule 2

Personal Data

Type of Personal Data	Category of Data Subject	Nature of Processing Carried Out	Purpose(s) of Processing	Duration of Processing
Customer, business relationship documents, contracts, SLA's	Business data	Through HubSpot CRM/Accounting software	Account/contractual services	End of relationship +6 years
Customer's Name/email address/contact phone numbers	Personal Data	Through HubSpot CRM/Marketing software	To provide individual support/services and for marketing purposes	2 years after last action
Job title	Personal Data	Through HubSpot CRM/Accounting software	To provide individual support/services and for marketing purposes	2 years after last action
Company Name	Personal Data	Through HubSpot CRM/Accounting software	Account/contractual services	End of relationship +6 years
IP address/Cookie identifier	Personal Data	Through HubSpot CRM	We track user interactions to see how people end up on our website and which pages they navigate through. Upon visiting our website you will be prompted to allow or disable cookie tracking. If you disable cookie tracking through your internet browser, we will not have access to this data which is collected by Google Analytics and HubSpot.	Opt out at any time
Parents Name/ email Address/Contact phone number (s)	Personal Data	From client through app	To provide controller ability to contact through app	Duration of relationship unless otherwise requested to remove details before (clients have ability to remove individuals information at any time)
Childs Name	Personal Data	From client through app	To provide controller ability to send information to child's parent/guardian through app	Duration of relationship unless otherwise requested to remove details before (clients have ability to remove individuals at any time)
Child's medical Information	Special Category Data	As requested by client through app's consent forms feature	We only process what is required by the controller, who has identified a compliant legal basis for doing so. Examples of when such data may be processed would be through a consent form within the app were medical information may be needed to ensure child safety.	Duration of relationship unless no longer required (clients have ability to delete form responses at any time)

Schedule 3

Sub processors

Sub processor	Nature of Services provided	Link to privacy policy
HubSpot	As a CRM for our customer and to create marketing campaigns and automation. To track the pages you have visited on our website and to collect and hold data from interested clients.	https://legal.hubspot.com/privacy-policy
Activecollab	We use activecollab as a project management tool for our Website customers to support the build of their new site.	https://activecollab.com/privacy-policy
AWS	We use AWS for cloud-based servers for our app customers.	https://aws.amazon.com/privacy/
Quickbooks	Accounting Software.	https://quickbooks.intuit.com/uk/gdpr/
WONDE	We use Wonde for our Parentapp Connect app to help schools better manage their data by connecting the app to the schools MIS provider.	https://www.wonde.com/documents
WP Engine	Cloud based servers for our website customers.	https://wpengine.co.uk/legal/privacy/
Google	We use Google Analytics for statistics on website visitors, demographics and their user journey. We also use google to host our emails.	https://policies.google.com/privacy?hl=en&gl=uk