

This Data Processing Agreement reflects the parties' agreement with respect to the Processing of Personal Data by us on behalf of you in connection with the Swim Manager Service under the Swim Manager Agreement between you and us (also referred to in this DPA as the "Agreement").

Definitions

Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law.

Data Protection Legislation mean the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

UK Data Protection Legislation means any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

Club means the swimming club that has entered into an agreement with Swim Manager for the provision of Swimming Club Software subject to the Swim Manager Terms and Conditions and this Data Processing Agreement.

Supplier means Swim Manager, a trading name of Anthology Partners Ltd, registered in the UK company number 06193940.

Personal Data means any data that the Club or its members enter directly into the Service or provide to the Supplier, either for import or entry into the Service on behalf of the Club.

Terms means this Data Processing Agreement, together with the Swim Manager Agreement and any other incorporated terms.

Data Processing

- 1 Both parties will comply with all applicable requirements of the Data Protection Legislation. The Data Processing Agreement is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. The parties acknowledge that for the purposes of the Data Protection Legislation, the Club is the data controller and the Supplier is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation).
- 2 Without prejudice to the generality of these Terms the Club will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement.
- 3 Without prejudice to the generality of these Terms, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:
 - 3.1 process that Personal Data only on the instructions of the Club unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Club of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Club;
 - 3.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Club, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 3.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 3.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Club has been obtained and the following conditions are fulfilled:
 - 3.4.1 the Club or the Supplier has provided appropriate safeguards in relation to the transfer;
 - 3.4.2 the data subject has enforceable rights and effective legal remedies;
 - 3.4.3 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 3.4.4 the Supplier complies with reasonable instructions notified to it in advance by the Club with respect to the processing of the Personal Data;
 - 3.5 assist the Club, at the Club's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to

- security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 3.6 notify the Club without undue delay on becoming aware of a Personal Data breach;
 - 3.7 at the written direction of the Club, delete or return Personal Data and copies thereof to the Club on termination of the agreement unless required by Applicable Law to store the Personal Data or for internal auditing purposes; and
 - 3.8 maintain complete and accurate records and information to demonstrate its compliance with this Schedule.
- 4 The Club generally consents to the Supplier appointing any third party processor of Personal Data under this agreement. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this Schedule. As between the Club and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it. A list of current third party processors is provided in Schedule A.
 - 5 The Supplier may, at any time on not less than 30 days' notice, revise this Data Processing Agreement by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement). The Supplier agrees to notify the Club by email of any such changes and, should the Club raise any concerns, the parties agree to work to find a solution to those concerns.
 - 6 The total liability of the Supplier to the Club (whether in contract, tort or otherwise) under this Data Processing Agreement shall not exceed the total Service Fees paid by the Club to the Supplier for the previous 12 months.

Schedule A – List of Third Party Processors

Provider	Description of services	Reference
Linode	Hosting Services	https://www.linode.com/legal-compliance/
Salesforce	Customer & sales management	https://compliance.salesforce.com/en
Amazon Web Services Inc	Hosting Services	https://aws.amazon.com/service-terms/
Mailgun	Email delivery services	https://www.mailgun.com/gdpr/
Freshdesk	Customer service	https://www.freshworks.com/data-processing-addendum/
Nexmo	SMS delivery	https://www.vonage.co.uk/communications-apis/platform/gdpr/
GoCardless	Payment processing	https://gocardless.com/privacy
Stripe	Payment processing	https://stripe.com/en-gb/privacy-center/legal