

## eCom Scotland Ltd Data Protection Policy

Registration Number: Z4812884

### Introduction

eCom Scotland is required to maintain certain personal data about living individuals for the purposes of satisfying operational and legal obligations. eCom Scotland recognises the importance of the correct and lawful treatment of personal data; it maintains confidence in the organisation and provides for successful operations.

The types of personal data that the eCom Scotland may require include information about: current, past and prospective employees; eCom Scotland customers; suppliers and others with whom it communicates. This personal data, whether it is held on paper, on computer or other media, will be subject to the appropriate legal safeguards as specified in the Data Protection Act 2018.

eCom Scotland fully endorses and adheres to the eight principles of the Data Protection Act 2018. These principles specify the legal conditions that must be satisfied in relation to obtaining, handling, processing, transportation, and storage of personal data. Employees and any others who obtain, handle, process, transport and store personal data for the eCom Scotland must adhere to these principles.

### Principles

The principles require that personal data shall:

1. Be processed fairly and lawfully and shall not be processed unless certain conditions are met;
2. Be obtained for a specified and lawful purpose and shall not be processed in any manner incompatible with that purpose;
3. Be adequate, relevant and not excessive for those purposes;
4. Be accurate and, where necessary, kept up to date;
5. Not be kept for longer than is necessary for that purpose;
6. Be processed in accordance with the data subject's rights;
7. Be kept secure from unauthorised or unlawful processing and protected against accidental loss, destruction or damage by using the appropriate technical and organisational measures;
8. And not be transferred to a country or territory outside the European Economic Area, unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data.

## 1. ACCEPTANCE OF TERMS

Everyone who contracts with eCom Scotland to provide data processing services shall be bound by this Agreement.

### Definitions

- i) **eCom Scotland Limited** is a company founded in 1999, registered at 18b Dickson Street, Dunfermline KY12 7SL, Fife, Scotland, and its subsidiary eCom

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USA Learning Solutions LLC, registered in 134 E. Clayton St, Athens, Georgia 3060, United States of America, Shall Be Referred To In This Agreement As “eCom”, “us” or “we

- ii) **Our services** , include data processing of user information in eNet Applications both OnDemand or Customised and shall be referred to in this agreement as “The eNet Service”, the “service”
- iii) **CLIENT** means any organisation who has contracted for processing services from eCom.
- iv) **eNet Applications include** - eNetEnterprise®, eNetAssess™, eNetTMS™, eNetLearn®, eNetAuthor®, eNetBadges™ and eNetAssess360™ , or other eNet applications.
- v) **Data Loss Event** - Any event that results, or may result, in unauthorised access to Personal Data held by the eCom under this Contract/Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract / Agreement, including any Personal Data.
- vi) **BreachData Protection Impact Assessment** - An assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
- vii) **Protection Legislation** - Data Protection Legislation means: all applicable Law about the processing of personal data and privacy;
- viii) **The Acts** - The Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 including if applicable legally binding guidance and codes of practice issued by the Information Commissioner; and to the extent that it relates to processing of personal data and privacy, any Laws that come into force which amend, supersede or replace existing Laws including the GDPR, the (LED Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time including the DPA 2018 [subject to Royal Assent].
- ix) **Subprocessor** - Any third party appointed to process Personal Data on behalf of the CLIENT.
- x) **Controller** - Takes the meaning given in the Data Protection Legislation.
- xi) **Data Subject** - Takes the meaning given in the Data Protection Legislation.
- xii) **DPA 2018** - Data Protection Act 2018.
- xiii) **GDPR** - The General Data Protection Regulation (Regulation (EU) 2016/679).
- xiv) **LED** - Law Enforcement Directive (Directive (EU) 2016/680).
- xv) **Personal Data** -Takes the meaning given in the Data Protection Legislation
- xvi) **Processor** - Takes the meaning given in the Data Protection Legislation.
- xvii) **Protective Measures** - Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of 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 such measures adopted by it.

### 2. CLIENT Data processing

**During the Contract Term and for as long as the eCom holds the client's users personal Data.**

2.1 Both parties to the contract agree that they will comply with the Data Protection Legislation and agree that CLIENT is the Controller and the eCom is the Processor.

2.2 The only processing the eCom employees are authorised to do (unless otherwise required by Law) in respect of its contractual relationship with CLIENT under this our standard contract terms is: restricted to operations that are strictly necessary for the management/administration of the Contract and license Agreement; and is limited to Personal Data relating to CLIENT and End User personnel, such as contact details, strictly required for the fulfilment of the eCom's obligation under the contract agreement.

a) eCom must comply with any notification requirements under the Data Protection Legislation and both Parties will observe their obligations under it.

b) eCom will notify CLIENT immediately if it receives any communication from a third party relating to the Parties' obligations under the Data Protection Legislation, or becomes aware of a Data Loss Event and will provide CLIENT with full and ongoing assistance in relation to each Party's obligations under the Data Protection Legislation in accordance with any timescales reasonably required by CLIENT.

c) eCom will provide all reasonable assistance to CLIENT to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to processing operations, risks and measures) and must notify CLIENT immediately if it considers that CLIENT's instructions infringe the Data Protection Legislation.

2.3 eCom has in place Protective Measures to guard against a Data Loss Event, which take into account the nature of the data, the harm that might result, the state of technology and the cost of implementing the measures.

b) eCom will ensure that the eCom Staff only process Personal Data in accordance with this Contract and license Agreement and take all reasonable steps to ensure the reliability and integrity of eCom Staff with access to Personal Data.

c) CLIENT may amend this Contract / Agreement on not less than 30 Working Days' notice to eCom to ensure that it complies with any guidance issued by the Information Commissioner's Office.

2.4 eCom will:

Provide CLIENT with any information they may reasonably request to ensure the eCom is complying with all of its obligations under the Data Protection Legislation which arise in connection with the Contract /Agreement or under any Call-Off Contract.

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Ensure that it doesn't knowingly or negligently do or omit to do anything which places CLIENT or End Users in breach of their Data Protection Legislation obligations.

Not transfer Personal Data outside of the European Economic Area unless the prior written consent of CLIENT has been obtained, and

- i) CLIENT or eCom has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by CLIENT;
- ii) the Data Subject has enforceable rights and effective legal remedies;
- iii) eCom complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist CLIENT in meeting its obligations); and
- iv) eCom complies with any reasonable instructions notified to it in advance by CLIENT with respect to the processing of the Personal Data;

2.5 eCom will obtain the prior written consent of CLIENT before allowing any CLIENT Subprocessor to process any Personal Data related to this Contract/ Agreement and the CLIENT shall then remain fully liable for the acts and omissions of any Subprocessor.

2.6 eCom will maintain complete and accurate records and information to demonstrate its compliance with the following terms and conditions and policy documents.

<https://ecomscotland.com/media/1825/websitetermsfuse.pdf>

<https://ecomscotland.com/media/1826/auppolicy.pdf>

<https://ecomscotland.com/media/1823/cookiespolicy.pdf>

<https://ecomscotland.com/media/1824/privacypolicy.pdf>

### Satisfaction of principles

In order to meet the requirements of the principles, eCom Scotland will:

- observe fully the conditions regarding the fair collection and use of personal data;
- meet its obligations to specify the purposes for which personal data is used;
- collect and process appropriate personal data only to the extent that it is needed to fulfil operational or any legal requirements;
- ensure the quality of personal data used;
- apply strict checks to determine the length of time personal data is held;
- ensure that the rights of individuals about whom the personal data is held, can be fully exercised under the Act;
- take the appropriate technical and organisational security measures to safeguard personal data;
- and ensure that personal data is not transferred abroad without suitable safeguards.

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### **eCom Scotland's Designated Data Controller**

eCom Scotland's Information Compliance Manager is responsible for ensuring compliance with the Data Protection Act and implementation of this policy on behalf of the Managing Director. The Information Compliance Manager may be contacted at

Information Compliance Officer (Linda Steedman)  
eCom Scotland Ltd  
18b Dickson Street  
Dunfermline, Fife  
KY12 7SL  
0845 643 1344  
[connect@ecomscotland.com](mailto:connect@ecomscotland.com)

Any questions or concerns about the interpretation or operation of this policy should be taken up in the first instance with the Information Compliance Officer.

### **Status of the policy**

This policy has been approved by the Managing Director and any breach will be taken seriously and may result in formal action.

Any employee who considers that the policy has not been followed in respect of personal data about themselves should raise the matter with their Line Manager or eCom Scotland's Information Compliance Manager in the first instance.

### **Subject access**

All individuals who are the subject of personal data held by eCom Scotland are entitled to:

- Ask what information eCom Scotland holds about them and why.
- Ask how to gain access to it.
- Be informed how to keep it up to date.
- Be informed what eCom Scotland is doing to comply with its obligations under the 1998 Data Protection Act.

### **Employee responsibilities**

All employees are responsible for:

- Checking that any personal data that they provide to eCom Scotland is accurate and up to date.
- Informing eCom Scotland of any changes to information which they have provided, e.g. changes of address.
- Checking any information that eCom Scotland may send out from time to time, giving details of information that is being kept and processed.

If, as part of their responsibilities, employees collect information about other people (e.g. about customers, suppliers, or about employees in their directorate), they must comply with

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the Policy and with the Data Protection Procedures which are contained in the Data Protection Manual.

### **Data security**

The need to ensure that data is kept securely means that precautions must be taken against physical loss or damage, and that both access and disclosure must be restricted. All staff are responsible for ensuring that:

- Any personal data which they hold is kept securely
- Personal information is not disclosed either orally or in writing or otherwise to any unauthorised third party.

### **Rights to access information**

Employees and other subjects of personal data held by eCom Scotland have the right to access any personal data that is being kept about them on computer and also have access to paper-based data held in certain manual filing systems. This right is subject to certain exemptions which are set out in the Data Protection Act. Any person who wishes to exercise this right should make the request in writing to the eCom Scotland's Information Compliance Manager, using the standard form which is available from the Information Compliance Manager.

eCom Scotland reserves the right to charge the maximum fee payable for each subject access request. If personal details are inaccurate, they can be amended upon request. eCom Scotland aims to comply with requests for access to personal information as quickly as possible, but will ensure that it is provided within 40 days of receipt of a completed form unless there is good reason for delay. In such cases, the reason for delay will be explained in writing to the individual making the request.

### **Publication of eCom Scotland information**

Information that is already in the public domain is exempt from the 1998 Act. This would include, for example, information on staff contained within externally circulated publications such as the eCom Scotland Blog. Any individual who has good reason for wishing details in such publications to remain confidential should contact the eCom Scotland's Information Compliance Manager.

### **Subject consent**

The need to process data for normal purposes has been communicated to all data subjects. In some cases, if the data is sensitive, for example information about health, race or gender, express consent to process the data must be obtained. Processing may be necessary to operate eCom Scotland policies, such as health and safety and equal opportunities.

### **Retention of data**

eCom Scotland will keep some forms of information for longer than others. All staff are responsible for ensuring that information is not kept for longer than necessary.

### **Supporting material**

The purpose for holding personal data and a general description of the categories of people and organisations to whom we may disclose it are also listed in the Data Protection register. This information may be inspected or obtained from the Information Commissioner's Office at [www.ico.gov.uk](http://www.ico.gov.uk)