



## Cloud Software Group Ltd Privacy Policy

Updated and effective as of 26th February 2024

### About Us

At Cloud Software Group Ltd, we are committed to respecting your privacy. This Privacy Policy explains how we collect, use, and disclose personal information that we receive when you may make use of our HR platform HealthBoxHR (the “platform”)

It is important that you read this Privacy Policy so that you are fully aware of how and why we are using your data.

The Platform is owned and operated by Cloud Software Group Ltd (CSG) a company registered in England and Wales with company number 13302486 and with its registered office at Berkshire House, 39-51 High Street, Ascot, England SL5 7HY (“**CSG**”, “**we**”, “**our**”, and “**us**”). CSG is registered as a data controller with the Information Commissioner’s Office under data protection registration number ZB632544.

### Contacting Us

If you have any questions about our Privacy Policy or your information, or wish to exercise any of your rights as described in this Privacy Policy or under data protection laws, you can contact our Data Protection Officer at:

#### By post:

Data Protection Officer  
Cloud Software Group Ltd  
Berkshire House, 39-51 High Street  
Ascot SL5 7HY

**By email:** [info@healthboxhr.com](mailto:info@healthboxhr.com) .

### Privacy & Data Processing

CSG’s processing policy in relation to the Client Data provided as part of the Client’s use of the Service is in Appendix A of this document. The processing policy sets out the scope, nature and purpose of processing by CSG, the duration of the processing and the types of Personal Data within the Client Data and categories of data subject. CSG reserves the right to modify its processing policy where required by Data Protection Legislation from time to time.

Both parties shall comply with all applicable requirements of the Data Protection Legislation. This clause 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, for any Personal Data within:

- I. the Account Data, CSG is the data controller; and
- II. the Client Data, the Client is the data controller and CSG is the data processor; (where data controller and data processor have the meanings as defined in the GDPR).

CSG may process Personal Data within the Account Data outside the European Economic Area provided CSG will always comply with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred.

Without prejudice to the generality of the forgoing of this clause, CSG shall, in relation to any Personal Data within the Client Data:

- I. process that Personal Data only on the written instructions of the Client unless CSG is required by the Applicable Law to process that Personal Data otherwise. For the avoidance of doubt, entering this Agreement by the Client constitutes written instructions to CSG to process the Personal Data within the Client Data to enable CSG to operate and provide the Services, and to otherwise process such Personal Data as identified in this Agreement;
- II. ensure that it has in place appropriate technical and organisational measures to protect against unauthorized 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 unauthorized 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, pseudonymizing 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);
- III. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- IV. assist the Client, at the Client'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;
- V. notify the Client without undue delay on becoming aware of a Personal Data breach;
- VI. in anticipation of termination of this Agreement either return or delete the Personal Data in accordance with the T&C'S around Data Return and Destruction, unless required by Applicable Law to continue to store the Personal Data; and
- VII. maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Client or the Client's designated auditor.

CSG will not transfer any Personal Data within the Client Data outside of the European Economic Area unless requested by the client.

CSG is permitted to process the Client Data by anonymizing it and (where applicable following such anonymization) aggregating it with other data sources in connection with CSG's development of its products, strategies, or services or any further purpose related to CSG's business, including for analytics, marketing, research, development, benchmarking purposes and additional services. For the avoidance of doubt, following such anonymisation, the derivative data shall not be considered to be Personal Data for which CSG is the data processor on behalf of the Client.

The Client consents to CSG appointing the following classes of third-party processors of Personal Data under this Agreement:

- I. service providers acting as processors based in the EEA or US who provide IT, hosting development and system administration services;
- II. professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers based in the UK who provide consultancy, banking, legal, insurance and accounting services;

III. HM Revenue & Customs, regulators and other authorities acting as processors or joint controllers based in the United Kingdom who require reporting of processing activities in certain circumstances.

CSG confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause with any third-party processor who has access to Personal Data within Client Data. As between the Client and CSG, CSG shall remain fully liable for any failure of such third-party processor to fulfil such substantially similar data protection obligations as if such actions were the actions of CSG.

CSG may, at any time on not less than 30 days' notice, revise this clause 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).

## Appendix A

### Processing Policy

#### This policy applies to

This processing policy applies to the Personal Data that we process when providing the Services to you. This Policy must be read alongside the Privacy policy and the T&C's ("Agreement") and any other documents referred to in it. The definitions contained in the Agreement apply to this policy.

#### Our processing data

In providing the Services we will:

- process the Personal Data that you enter into the Service about the people engaged in your business ("People") that relates to their employment;
- process that Personal Data in the following ways:
  - storing data;
  - making data available to you in different formats and media; and
  - presenting that data to you in the form of summaries and reports based on the data.
- for the following purposes:
  - to collate personnel and human resources information together with work and calendar tasks so that the same can be accessed securely and simply;
  - to allow such data to be edited and expanded on safely and quickly; and
  - to make tools available to you so that you can analyze the data.

We will carry out these activities for the duration of our contract with you. Unless we are required by the Data Protection Legislation to store the Personal Data, when the contract ends, we will delete or return the Personal Data to you in accordance with your instructions.

#### Types of personal data

We will process the following Personal Data:

- pictures;
- names;
- addresses;
- phone numbers;
- email addresses;
- dates of birth;
- job details;

- vaccination certificates
- test results;
- emergency contacts;
- information relating to employment including:
  - length and location of annual leave booked;
  - sickness absences and reasons for absences;
  - appraisal & performance management;
  - working patterns and hours worked;
  - disciplinary records;
  - type and amount of expenses claimed; and
  - documents relating to employment;

## Categories of personal data

We will process the Personal Data of the People engaged in your business, including:

- employees;
- workers;
- agency workers;
- consultants; and
- directors.