

Data Processing Agreement

Farbyte Limited

Preamble

This Agreement outlines the data protection responsibilities of both parties in relation to the processing activities described herein, where Farbyte processes personal data on behalf of the Controller, in accordance with the requirements of the UK General Data Protection Regulation ("UK GDPR").

"Controller" shall have the same meaning as set out in article 4 (7) of the GDPR.

"Personal data" shall have the same meaning as set out in article 4 (1) of the GDPR.

"Processor" shall have the same meaning as set out in article 4 (8) of the GDPR.

"Processing" shall have the same meaning as set out in article 4 (2) of the GDPR.

Products

- Dedicated Server
- KVM Cloud, OpenVZ VPS, Virtual Private Server (VPS), Virtual Server
- Web Hosting, Business Hosting, Email Hosting, Cloud Storage
- Managed Services

1. Duration of Processing on Behalf of the Controller

This Agreement remains in effect for as long as Farbyte provides services to the Controller.

2. Scope and Responsibility

2.1 In delivering the services, the Controller may elect to store personal data relating to its own customers ("personal data") on Farbyte's platforms and within Farbyte's data centres, at the Controller's own discretion and risk. Farbyte's processing of this personal data is limited to storage and the creation of backups solely for the purposes of service continuity and disaster recovery. These backups are maintained exclusively for these purposes and are not accessible to the Controller.

2.2 The Controller is fully responsible for ensuring compliance with all applicable data protection laws regarding the personal data stored or processed, including the lawfulness of such processing, as defined by the UK GDPR.

3. Responsibilities of the Provider

3.1 Farbyte will be regarded as a processor of the Controller's customer personal data to the extent that such data is handled as part of the services provided.

3.2 Farbyte will only process personal data in accordance with the documented instructions of the Controller, except where otherwise required by law. If Farbyte believes any instruction from the Controller contravenes applicable legal requirements, Farbyte will promptly notify the Controller and reserves the right to refuse to act on such instructions.

3.3 Farbyte will implement and maintain appropriate technical and organisational measures to safeguard the Controller's customer data and to ensure the confidentiality, integrity, and availability of its systems and services. These measures will be reviewed regularly to ensure ongoing security and effectiveness, as required by the UK GDPR

3.4 Farbyte may update its security measures from time to time, provided that any changes do not result in a material reduction of the overall level of protection for personal data.

3.5 Farbyte will provide reasonable assistance to the Controller in responding to requests and claims related to personal data, as required by the UK GDPR.

3.6 Farbyte will ensure that all employees, contractors, and affiliates involved in processing the Controller's data comply with the terms of this Agreement.

3.7 Farbyte will promptly inform the Controller if it becomes aware of any personal data breach affecting the Controller's data.

3.8 Upon receiving a written request, Farbyte will inform the Controller of any official demand for disclosure of personal data by authorities, unless prohibited by law from doing so.

3.9 The Controller may contact Farbyte's Data Protection Officer or designated contact for data protection matters at privacynotice@farbyte.com.

3.10 Upon termination of services, all customer data, including personal data, will be deleted or irreversibly anonymised within a reasonable period, in line with applicable legal requirements.

3.11 In the event of a claim or request concerning data subject rights under the UK GDPR, Farbyte will provide reasonable support to the Controller to address and resolve such matters.

4. Responsibilities of the Controller

4.1 The Controller agrees to promptly notify Farbyte of any matters or concerns relating to data protection laws that may impact the processing of personal data.

4.2 The Controller acknowledges that Farbyte will implement reasonable technical and organisational measures to safeguard personal data. The Controller is also responsible for applying appropriate security measures to protect any personal data they store or manage on Farbyte's platforms and within Farbyte's data centres.

4.3 In the event that a claim arises regarding the rights of data subjects under the UK GDPR, this Agreement shall apply to the extent relevant.

4.4 The Controller recognises and accepts that Farbyte does not have knowledge of the specific personal data retained or the manner in which it is used, except as described in section 2.1 above. Farbyte's processing is limited to the activities outlined in this Agreement.

4.5 The Controller is responsible for ensuring that suitable and sufficient backups are maintained for any personal data covered by this Agreement.

5. Data Subject Requests

If Farbyte receives a request from a data subject seeking correction, deletion, or access to their personal data, Farbyte will, where possible, forward the request to the Controller, provided the Controller can be identified.

Farbyte will offer reasonable assistance to the Controller in handling such requests. Farbyte shall not be held liable if the Controller fails to respond to the request, responds incorrectly, or does not respond within the required timeframe.

6. Use of Subcontractors (Sub-processors)

6.1 Farbyte may engage subcontractors to assist with the maintenance, management, or operation of its data centre infrastructure, telecommunications, and the delivery of services.

6.2 Farbyte may engage subcontractors (sub-processors) to support the operation and maintenance of its services. The Controller grants general authorisation for Farbyte to use such sub-processors, provided that Farbyte will inform the Controller in advance of any intended changes concerning the addition or replacement of sub-processors. The Controller will have the opportunity to object to such changes in accordance with UK GDPR. Information about current sub-processors will be provided to the Controller upon request, and such details will be treated as confidential.

6.3 When Farbyte appoints a subcontractor to process personal data, it will ensure that the subcontractor is contractually bound by data protection obligations equivalent to those set out in this Agreement. Farbyte remains fully responsible to the Controller for the performance of its subcontractors in relation to personal data processing under this Agreement.

6.4 The Controller acknowledges that all information relating to Farbyte's sub-processors is strictly confidential and commercially sensitive, and is provided solely for the purpose of GDPR compliance. The Controller agrees not to disclose, reproduce, transmit, or otherwise make available any such information to any third party, including affiliates or advisors, without Farbyte's explicit prior written consent. Any unauthorised disclosure or misuse of this information shall constitute a material breach of this Agreement and may result in immediate suspension or termination of services, as well as the pursuit of all available legal remedies, including but not limited to injunctive relief and claims for damages.

7. Notification, Amendments, and Governing Law

7.1 If Controller's personal data held within Farbyte's data centres is at risk of being accessed or seized due to insolvency proceedings, law enforcement actions, or similar events, Farbyte will notify the Controller as soon as legally permitted. Farbyte will also inform any relevant parties that the data is owned and controlled solely by the Controller, in accordance with the UK GDPR.

7.2 Farbyte reserves the right to amend or supplement this Agreement at any time. Any such changes will be communicated to the Controller in writing (including by email or via the client portal) at least 30 days prior to taking effect. If the Controller does not object in writing within this notice period, the changes will be deemed accepted. If the Controller objects, either party may terminate the services affected by the amendment.

7.3 If there is a conflict between this Agreement and any other agreement or terms, the provisions of this Agreement shall prevail. If any part of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7.4 This Agreement is governed by and interpreted in accordance with the laws of England and Wales.

7.5 This Agreement replaces and overrides any previous agreements or terms relating to the subject matter herein.

8. Liability and Compensation

Both the Controller and Farbyte may be held liable for claims and damages as set out under the provisions of the UK GDPR.

9. Miscellaneous

This Agreement is to be read in conjunction with Farbyte's General Terms and Conditions.