



Data Processing Agreement

1. Definitions

Hubbub processes the data of Users supporting, donating or pledging to Fundraising Pages via the Hubbub Software.

| | |
|---------------------------------|---|
| Hubbub | means Sponsorcraft Limited (Company Number 07699834 of 85 Great Portland Street, London, W1W 7LT) trading as Hubbub and Hubbub Fundraising |
| Data Exporter or controller | the customer transferring the personal data, as listed in your Service Subscription Agreement |
| Data Importer or processor | Hubbub |
| Duration of Processing | <p>For financial information, the time during which the financial transaction takes place.</p> <p>For donation data that the User has consented to share, as well as username and password information, for the duration of the Subscription in your Service Subscription Agreement.</p> |
| Purpose of processing | Collection of data to process support and payments made as philanthropic donations and expressions of support. |
| Type of personal data | Name, address, email address, telephone number, consent and preference details, data related to the donors' gift information, including opt-in for Gift Aid, personal messages from donors that they have consented to sharing on the platform for others to see and witness |
| Category of Data Subject | Participants and supporters of projects on the Hubbub Software |
| Processing Operations | <ul style="list-style-type: none">• Collection from participants• Processing transactions• Sending automated responses after gifts or interactions• Re-presenting information to authenticated users to improve user experience• Displaying consented information to other users (in the case of support or donations)• Displaying anonymised information to other users• Transmission of data to the Data Controller |
| Competent supervisory authority | The UK Information Commissioners Office: https://ico.org.uk/ |
| EU Representative | Should you wish to get in touch with our EU representative, you can by post at Rickert Rechtsanwaltsgesellschaft mbH, Sponsorcraft Ltd, Colmantstraße 15, 53115 Bonn, Germany or email at art-27-rep-sponsorcraft@rickert.law |



2. Purpose and scope

- 2.1. For the purpose of the provision of the Services detailed in your Service Subscription Agreement, these standard contractual clauses set out the relevant definitions and ensure compliance with the requirements of UK Data Protection Laws on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) for the transfer of personal data to a third country.
- 2.2. The Parties as detailed in your Service Subscription Agreement have agreed to these standard contractual clauses. this Data Protection Agreement applies with respect to the transfer of personal data as specified in The Definitions.
- 2.3. The Appendix to this Data Protection Agreement containing any updated details referred to therein forms an integral part of this Agreement.

3. Effect and invariability of the Clauses

This Data Protection Agreement sets out to provide appropriate safeguards for the transfers in accordance with Articles 46 of the UK GDPR Laws, with respect to data transfers from controllers to processors and/or processors to processors, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix.

- 3.1. The Customer acknowledges that if they require any additional clauses or safeguards, provided they do not contradict, directly or indirectly, this Data Protection Agreement or prejudice the fundamental rights or freedoms of data subjects.
- 3.2. This Data Protection Agreement are without prejudice to obligations to which The Customer is subject by virtue of UK Data Protection Laws.

4. Third-party beneficiaries

- 4.1. Data subjects may invoke and enforce this Data Protection Agreement, as third-party beneficiaries, against The Customer and/or Hubbub, with the following exceptions:

Clause 2, Clause 3, Clause 4, Clause 6

Clauses 7.1.b, 7.9.a, 7.9.c, 7.9.d, 7.9.e

Clauses 8.1, 8.3, 8.4, 8.5

Clauses 10.1, 10.4 and 10.6

Clause 11

Clauses 13.1.c, 13.1.d and 13.1.e

Clause 14.5

5. Interpretation

- 5.1. Where this Data Protection Agreement use terms that are defined in UK Data Protection Laws, those terms shall have the same meaning as in that Regulation.
- 5.2. Where this Data Protection Agreement use terms that are defined in [The Master Terms and Conditions](#), those terms shall have the same meaning as in [The Master Terms and Conditions](#).
- 5.3. This Data Protection Agreement shall be read and interpreted in the light of the provisions of UK Data Protection Laws and [The Master Terms and Conditions](#).
- 5.4. This Data Protection Agreement shall not be interpreted in a way that conflicts with rights and obligations provided for in UK Data Protection Laws.



6. Description of the transfer(s)

- 6.1. The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in The Definitions.

7. Data protection safeguards and obligations

The Customer warrants that it has used reasonable efforts to determine that Hubbub is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under this Data Protection Agreement.

7.1. Instructions

- 7.1.a. Hubbub shall process the personal data only on documented instructions from The Customer. The Customer may give such instructions throughout the duration of the contract.
- 7.1.b. Hubbub shall immediately inform The Customer if it is unable to follow those instructions.
- 7.1.c. The Customer shall ensure that The Customer is entitled to transfer the relevant personal data to Hubbub so that Hubbub may lawfully use, process and transfer the personal data in accordance with this Data Protection Agreement on the data subject's behalf.

7.2. Purpose limitation

Hubbub shall process the personal data only for the specific purpose(s) of the transfer, as set out in The Definitions, unless on further instructions from The Customer.

7.3. Transparency

- 7.3.a. On request, The Customer shall make a copy of this Data Protection Agreement, including the Appendix as completed by the Parties, available to the data subject free of charge.
- 7.3.b. To the extent necessary to protect business secrets or other confidential information, including the measures described in Clause 7.6, The Customer may redact part of the text of the Appendix to this Data Protection Agreement prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the content or exercise his/her rights.
- 7.3.c. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.
- 7.3.d. This Clause is without prejudice to the obligations of The Customer under UK Data Protection Laws.

7.4. Accuracy

If Hubbub becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform The Customer without undue delay. In this case, Hubbub shall cooperate with The Customer to erase or rectify the data.



7.5. Duration of processing and erasure or return of data

- 7.5.a. Processing by Hubbub shall only take place for the duration specified in your Service Subscription Agreement.
- 7.5.b. After the end of the provision of the processing services, Hubbub shall, at the choice of The Customer, delete all personal data processed on behalf of The Customer and certify to The Customer that it has done so, or return to The Customer all personal data processed on its behalf and delete existing copies.
- 7.5.c. Until the data is deleted or returned, Hubbub shall continue to ensure compliance with these Clauses. In case of local laws applicable to Hubbub that prohibit return or deletion of the personal data, Hubbub warrants that it will continue to ensure compliance with this Data Protection Agreement and will only process it to the extent and for as long as required under that local law.
- 7.5.d. This is without prejudice to Clause 12, in particular the requirement for Hubbub under Clause 12.5 to notify The Customer throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 12.1.

7.6. Security of processing

- 7.6.a. Neither party shall access the other party's information technology systems, records or data without the other party's prior consent (which can include requiring compliance by the accessing party and its sub-processors with any policies and agreements governing access to the Customer's systems, records and/or data).
- 7.6.b. Hubbub and, during transmission, The Customer shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter "personal data breach"). Hubbub shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties who are sub-processors or agents of Hubbub, or otherwise under the control of Hubbub).
- 7.6.c. In assessing the appropriate level of security, the Parties shall take due account of the state, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects.
- 7.6.d. The Parties shall, in particular, consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of The Customer.
- 7.6.e. In complying with its obligations under this Clause, Hubbub shall at least implement the technical and organisational measures specified in Clause 7.6.
- 7.6.f. Hubbub shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- 7.6.g. Hubbub shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 7.6.h. In the event of a personal data breach concerning personal data processed by Hubbub under this Data Protection Agreement, Hubbub shall take appropriate measures to address the breach, including measures to mitigate its adverse effects.



- 7.6.i. Hubbub shall also notify The Customer without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects.
- 7.6.j. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.
- 7.6.k. Hubbub shall cooperate with and assist The Customer to enable The Customer to comply with its obligations under UK Data Protection Laws, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to Hubbub.

7.7. Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter "sensitive data"), Hubbub shall apply the safeguards described in Clause 7.6.

7.8. Onward transfers

Hubbub shall only disclose the personal data to a third party on documented instructions from The Customer. In addition, the data may only be disclosed to a third party located outside the UK or European Union (in the same country as Hubbub or in another third country, hereinafter "onward transfer") if the third party is or agrees to be bound by this Data Protection Agreement, under the appropriate Module, or if:

- 7.8.a. the onward transfer is to a country benefitting from an adequacy decision within UK Data Protection Laws that covers the onward transfer;
- 7.8.b. the third party otherwise ensures appropriate safeguards pursuant within UK Data Protection Laws with respect to the processing in question;
- 7.8.c. the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- 7.8.d. the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.
- 7.8.e. Any onward transfer is subject to compliance by Hubbub with all the other safeguards under this Data Protection Agreement, in particular purpose limitation.



7.9. Documentation and compliance

- 7.9.a. Hubbub shall promptly and adequately deal with enquiries from The Customer that relate to the processing under this Data Protection Agreement.
- 7.9.b. The Parties shall be able to demonstrate compliance with this Data Protection Agreement. In particular, Hubbub shall keep appropriate documentation on the processing activities carried out on behalf of The Customer.
- 7.9.c. Hubbub shall make available to The Customer all information necessary to demonstrate compliance with the obligations set out in this Data Protection Agreement and at The Customer's request, allow for and contribute to audits of the processing activities covered by this Data Protection Agreement, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, The Customer may take into account relevant certifications held by Hubbub.
- 7.9.d. The Customer may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of Hubbub and shall, where appropriate, be carried out with reasonable notice.
- 7.9.e. The Parties shall make the information referred to in Clauses 7.9.b and 7.9.c, including the results of any audits, available to the competent supervisory authority on request.

8. Use of sub-processors

- 8.1. Hubbub has The Customer's general authorisation for the engagement of sub-processor(s) listed by request. Hubbub shall specifically inform The Customer in writing of any intended changes to that list through the addition or replacement of sub-processors at least 1 month in advance, thereby giving The Customer sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s).
- 8.2. Hubbub shall provide The Customer with the information necessary to enable The Customer to exercise its right to object.
- 8.3. Where Hubbub engages a sub-processor to carry out specific processing activities (on behalf of The Customer), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding Hubbub under this Data Protection Agreement, including in terms of third-party beneficiary rights for data subjects.
- 8.4. The Parties agree that, by complying with this Clause, Hubbub fulfils its obligations under Clause 7.8. Hubbub shall ensure that the sub-processor complies with the obligations to which Hubbub is subject pursuant to this Data Protection Agreement.
- 8.5. Hubbub shall provide, at The Customer's request, a copy of such a sub-processor agreement and any subsequent amendments to The Customer. To the extent necessary to protect business secrets or other confidential information, including personal data, Hubbub may redact the text of the agreement prior to sharing a copy.
- 8.6. Hubbub shall remain fully responsible to The Customer for the performance of the sub-processor's obligations under its contract with Hubbub. Hubbub shall notify The Customer of any failure by the sub-processor to fulfil its obligations under that contract.
- 8.7. Hubbub shall agree a third-party beneficiary clause with the sub-processor whereby - in the event Hubbub has factually disappeared, ceased to exist in law or has become insolvent - The Customer shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.



9. Data subject rights

- 9.1. Hubbub shall promptly notify The Customer of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by The Customer.
- 9.2. Hubbub shall assist The Customer in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under UK Data Protection Laws. In this regard, the Parties shall set out in Clause 7.6 the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.
- 9.3. In fulfilling its obligations under Clauses 9.1 and 9.2, Hubbub shall comply with the instructions from The Customer.
- 9.4. In case of a dispute between a data subject and one of the Parties as regards compliance with this Data Protection Agreement, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- 9.5. Where the data subject invokes a third-party beneficiary right pursuant to Clause 5, Hubbub shall accept the decision of the data subject to:
 - 9.5.a. lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to the Clause 12;
 - 9.5.b. refer the dispute to the competent courts within the meaning of Clause 19 in [The Master Terms and Conditions](#).
- 9.6. The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in UK Data Protection Laws.
- 9.7. Hubbub shall abide by a decision that is binding under the applicable UK, EU or Member State law.
- 9.8. Hubbub agrees that the choice made by the data subject will not prejudice their substantive and procedural rights to seek remedies in accordance with applicable laws.

10. Liability

- 10.1. Each Party shall be liable to the other Party for any damages it causes the other Party by any breach of this Data Protection Agreement.
- 10.2. Hubbub shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages Hubbub or its sub-processor causes the data subject by breaching the third-party beneficiary rights under this Data Protection Agreement.
- 10.3. Notwithstanding Clause 10.2, The Customer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages The Customer or Hubbub (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under this Data Protection Agreement. This is without prejudice to the liability of The Customer and, where The Customer is a processor acting on behalf of a controller, to the liability of the controller under UK Data Protection Laws.
- 10.4. The Parties agree that if The Customer is held liable under Clause 10.3 for damages caused by Hubbub (or its sub-processor), it shall be entitled to claim back from Hubbub that part of the compensation corresponding to Hubbub's responsibility for the damage.



- 10.5. Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of this Data Protection Agreement, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- 10.6. The Parties agree that if one Party is held liable under Clause 10.5, it shall be entitled to claim back from the other Parties that part of the compensation corresponding to its / their responsibility for the damage.
- 10.7. Hubbub may not invoke the conduct of a sub-processor to avoid its own liability.

11. Supervision

- 11.1. Where The Customer is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with UK Data Protection Laws: The supervisory authority of the Member State in which the representative within is established, as indicated in Clause 12, shall act as competent supervisory authority.
- 11.2. Hubbub agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with this Data Protection Agreement. In particular, Hubbub agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

12. Local laws and practices affecting compliance

- 12.1. The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by Hubbub, including any requirements to disclose personal data or measures authorising access by public authorities, prevent Hubbub from fulfilling its obligations under this Data Protection Agreement. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed within UK Data Protection Laws, are not in contradiction with this Data Protection Agreement.
- 12.2. The Parties declare that in providing the warranty in Clause 12.1, they have taken due account in particular of the following elements:
 - 12.2.a. the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - 12.2.b. the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards;
 - 12.2.c. any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under this Data Protection Agreement, including measures applied during transmission and to the processing of the personal data in the country of destination.
- 12.3. Hubbub warrants that, in carrying out the assessment under Clause 12.2, it has made its best efforts to provide The Customer with relevant information and agrees that it will continue to cooperate with The Customer in ensuring compliance with this Data Protection Agreement.
- 12.4. The Parties agree to document the assessment under Clause 12.2 and make it available to the competent supervisory authority on request.



- 12.5. Hubbub agrees to notify The Customer promptly if, after having agreed to this Data Protection Agreement and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 12.1, including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in Clause 12.1.
- 12.6. Following a notification pursuant to Clause 12.5, or if The Customer otherwise has reason to believe that Hubbub can no longer fulfil its obligations under this Data Protection Agreement, The Customer shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by The Customer and/or Hubbub to address the situation. The Customer shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, The Customer shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under this Data Protection Agreement. If the contract involves more than two Parties, The Customer may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clauses 14.4 and 14.5 shall apply.

13. Obligations of Hubbub in case of access by public authorities

13.1. Notification

- 13.1.a. Hubbub agrees to notify The Customer and, where possible, the data subject promptly (if necessary with the help of The Customer) if it:
- receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to this Data Protection Agreement; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
 - becomes aware of any direct access by public authorities to personal data transferred pursuant to this Data Protection Agreement in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- 13.1.b. If Hubbub is prohibited from notifying The Customer and/or the data subject under the laws of the country of destination, Hubbub agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. Hubbub agrees to document its best efforts in order to be able to demonstrate them on request of The Customer.
- 13.1.c. Where permissible under the laws of the country of destination, Hubbub agrees to provide The Customer, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- 13.1.d. Hubbub agrees to preserve the information pursuant to Clauses 13.1.a to 13.1.c for the duration of the contract and make it available to the competent supervisory authority on request.
- 13.1.e. Clauses 13.1.a to 13.1.c are without prejudice to the obligation of Hubbub pursuant to Clause 13.1.e and Clause 14 to inform The Customer promptly where it is unable to comply with this Data Protection Agreement.



13.2. Review of legality and data minimisation

- 13.2.a. Hubbub agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. Hubbub shall, under the same conditions, pursue possibilities of appeal. When challenging a request, Hubbub shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of Hubbub under Clause 9.
- 13.2.b. Hubbub agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to The Customer. It shall also make it available to the competent supervisory authority on request.
- 13.2.c. Hubbub agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

14. Non-compliance with the Clauses and termination

- 14.1. Hubbub shall promptly inform The Customer if it is unable to comply with this Data Protection Agreement, for whatever reason.
- 14.2. In the event that Hubbub is in breach of this Data Protection Agreement or unable to comply with this Data Protection Agreement, The Customer shall suspend the transfer of personal data to Hubbub until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 12.6.
- 14.3. The Customer shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under this Data Protection Agreement, where:
 - 14.3.a. The Customer has suspended the transfer of personal data to Hubbub pursuant to Clause 14.2 and compliance with this Data Protection Agreement is not restored within a reasonable time and in any event within one month of suspension;
 - 14.3.b. Hubbub is in substantial or persistent breach of this Data Protection Agreement; or
 - 14.3.c. Hubbub fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under this Data Protection Agreement.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, The Customer may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- 14.4. Personal data that has been transferred prior to the termination of the contract pursuant to Clause 14.3 shall at the choice of The Customer immediately be returned to The Customer or deleted in its entirety. The same shall apply to any copies of the data. Hubbub shall certify the deletion of the data to The Customer. Until the data is deleted or returned, Hubbub shall continue to ensure compliance with this Data Protection Agreement. In case of local laws applicable to Hubbub that prohibit the return or deletion of the transferred personal data, Hubbub warrants that it will continue to ensure compliance with this Data Protection Agreement and will only process the data to the extent and for as long as required under that local law.



14.5. Either Party may revoke its agreement to be bound by this Data Protection Agreement where UK Data Protection Laws adopts a decision that covers the transfer of personal data to which this Data Protection Agreement applies; or within UK Data Protection Laws becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under UK Data Protection Laws.



Appendix

EXPLANATORY NOTE: It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as Data Exporter(s) and/or Data Importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can be achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

List of Parties

Data Exporter(s): (the Customer)

Data Importer(s): Sponsorcraft Limited, trading as Hubbub (the Supplier)

Description of transfer for new sub-processors

Categories of data subjects whose personal data is transferred

Add the Categories here

Categories of personal data transferred

Add the Categories here

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Frequency of the transfer

e.g. whether the data is transferred on a one-off or continuous basis.

Nature of the processing

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Purpose(s) of the data transfer and further processing

Why the data is being transferred or processed.

Retention Period

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Stripe, Inc (<https://stripe.com/>)

If using Stripe as a payment gateway, donor data is transferred to Stripe.

Categories of data subjects whose personal data is transferred

Donors making gifts

Categories of personal data transferred

Name, email address, amount given

Frequency of the transfer

Continuous with fundraising appeal

Nature of the processing



Providing reporting and dashboarding capabilities as well as facilitating refunds and transactional dispute resolution

Purpose(s) of the data transfer and further processing

To facilitate the making of payments

Retention Period

In practice, as long a you remain a Stripe customer and thereafter as documented in Stripe's data retention policy: <https://stripe.com/gb/legal/privacy-center#how-long-will-stripe-keep-my-data>

Amazon AWS, Inc (<https://aws.amazon.com>)

All customers use Amazon AWS for hosting their websites.

Categories of data subjects whose personal data is transferred

Donors making gifts

Moderators controlling the site

Ambassadors helping with fundraising

Categories of personal data transferred

Name, email, address, relationship with institution, consent preferences, gift amount, phone number

Any other optional information collected by customer as part of donation form

Frequency of the transfer

Continuous

Nature of the processing

Storage/hosting and transmission over an internet connection

Purpose(s) of the data transfer and further processing

Web hosting

Retention Period

As defined by agreement with Hubbub (Hubbub is in control of deletion)

PayPal, Inc (<https://paypal.com/>)

If using PayPal as a payment gateway, donor data is transferred to PayPal.

Categories of data subjects whose personal data is transferred

Donors making gifts

Categories of personal data transferred

Name, email address, amount given

Frequency of the transfer

Continuous with fundraising appeal

Nature of the processing

Providing reporting and dashboarding capabilities as well as facilitating refunds and transactional dispute resolution

Purpose(s) of the data transfer and further processing

To facilitate the making of payments

**Retention Period**

In practice, as long as you remain a customer of PayPal and thereafter as documented in PayPal's Privacy Policy: <https://www.paypal.com/uk/legalhub/privacy-full>

Dropbox, Inc (<https://www.dropbox.com/>)

If you are using our email service, you may use Dropbox to share prospect data with us.

Categories of data subjects whose personal data is transferred

Typically those present within the customer CRM (alumni, parents, staff, prospective donors)

Categories of personal data transferred

Email, name

Segmentation information (interests, location, giving history, etc)

Frequency of the transfer

Ordinarily, once

Nature of the processing

Hosting and secure sharing with Hubbub team over an internet connection

Purpose(s) of the data transfer and further processing

To allow Hubbub to access data, carry out segmentation activities, and upload into Brevo

Retention Period

As defined by agreement with Hubbub (Hubbub are in control of deletion)

Brevo (SENDINBLUE — 106 boulevard Haussmann, 75008 Paris, France) (<https://www.brevo.com/>)

If you are using our email service, we use Brevo for email sending.

Categories of data subjects whose personal data is transferred

Typically those present within the customer CRM (alumni, parents, staff, prospective donors)

Categories of personal data transferred

Email, name

Segmentation information (interests, location, giving history, etc)

Frequency of the transfer

Ordinarily, once

Nature of the processing

Storage, building of lists, emailing lists

Purpose(s) of the data transfer and further processing

To facilitate the sending of fundraising emails

Retention Period

As defined by agreement with Hubbub (Hubbub are in control of deletion)

Loqate (GB Group plc) (<https://www.loqate.com/>)

If you are using our Direct Debit offering, we use Loqate to validate bank details.

Categories of data subjects whose personal data is transferred

Last Reviewed: 8th April 2024

Policy Review Date: 1st August 2024



Donors giving using Direct Debit payment methods

Categories of personal data transferred

Sort code and account number

Frequency of the transfer

Ongoing;

Nature of the processing

Responding via API

Purpose(s) of the data transfer and further processing

Validating that the bank details exist and are capable of processing Direct Debits

Retention Period

As defined by agreement with Hubbub (Hubbub are in control of deletion); typically 90 days