NetLinq UK Ltd

Data Processing Addendum (UK GDPR)

Version 032026

1. Purpose and Scope

This Data Processing Addendum ("DPA") forms part of the agreement between NetLinq UK Ltd ("NetLinq") and the Customer for the provision of services.

This DPA applies where NetLinq processes Personal Data on behalf of the Customer in connection with the Services.

This DPA is intended to satisfy the requirements of Article 28 of the UK General Data Protection Regulation ("UK GDPR").

2. Definitions

Controller, Processor, Personal Data, Processing, Data Subject, and Personal Data Breach have the meanings given under UK GDPR.

Applicable Data Protection Law means UK GDPR, the Data Protection Act 2018, and any other applicable UK data protection legislation.

3. Roles of the Parties

Processor: NetLinq acts as a Processor where it processes Personal Data on behalf of the Customer in providing managed IT services, Microsoft 365 administration, hosted VoIP services, email hosting, connectivity provisioning, and technical support.

Independent Controller: NetLinq acts as an independent Controller in relation to billing records, call detail records, account management records, and regulatory data retention obligations.

4. Nature and Purpose of Processing

Processing may include hosting, storage, system administration, access management, technical support, transmission of communications, and billing reporting.

Processing is carried out solely for the purpose of delivering the contracted Services.

5. Categories of Personal Data

Depending on the Services provided, Personal Data may include names, business email addresses, telephone numbers, IP addresses, user credentials, call data records, business contact details, and device identifiers.

Special category data is not intentionally processed unless explicitly agreed.

6. Duration

Processing shall continue for the duration of the Services Agreement and any lawful retention period required by regulation or statute.

7. NetLinq Obligations as Processor

NetLinq shall:
a) Process Personal Data only on documented instructions from the Customer;
b) Ensure personnel are bound by confidentiality obligations;
c) Implement appropriate technical and organisational security measures;
d) Assist the Customer in responding to Data Subject rights requests;
e) Notify the Customer within 72 hours of becoming aware of a Personal Data Breach affecting Customer data;
f) Delete or return Personal Data upon termination (subject to statutory retention requirements).

8. Security Measures

NetLinq implements appropriate safeguards including role-based access controls, multi-factor authentication, encrypted communications, restricted personnel access, secure password policies, endpoint protection, secure hosting environments, and sub-processor due diligence.

9. Sub-Processors

The Customer authorises NetLinq to appoint sub-processors necessary for service delivery, including telecommunications carriers, Microsoft and cloud providers, data centre operators, payment processors, and billing platforms.

NetLinq ensures sub-processors are subject to written data protection obligations and remains responsible for their compliance.

An up-to-date list of sub-processors is available upon request.

10. International Transfers

Where Personal Data is transferred outside the UK, NetLinq shall implement appropriate safeguards including UK International Data Transfer Agreements (IDTA) or equivalent recognised mechanisms.

11. Audit Rights

The Customer may request reasonable evidence of compliance with this DPA. On-site audits are permitted only where there is reasonable evidence of material non-compliance and with reasonable notice.

12. Data Breach Notification

In the event of a Personal Data Breach affecting Customer data, NetLinq shall notify the Customer without undue delay and provide relevant details and remedial actions.

13. Data Retention and Deletion

Upon termination of the Services, Customer data shall be returned upon written request and remaining data securely deleted within a reasonable period, subject to statutory retention requirements.

14. Reseller Supplied Data

Where Personal Data is supplied via a Reseller, the Reseller warrants that such data has been lawfully obtained and appropriate privacy notices have been provided. NetLinq shall not be liable for unlawful data sourcing by a Reseller.

15. Liability

Liability under this DPA shall be subject to the limitations of liability set out in the main Terms and Conditions. Nothing in this DPA expands liability beyond the agreed contractual cap.

16. Governing Law

This DPA shall be governed by and construed in accordance with the laws of England and Wales.