

RM Apps Terms and Conditions

(Effective from December 2018)

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR APPLICATIONS.

THIS AGREEMENT SHALL APPLY TO YOUR USE OF THE APPLICATION, REGARDLESS OF ANY OTHER TERMS AND CONDITIONS THAT YOU MAY HAVE PROPOSED AND/OR ANY OTHER TERMS THAT MAY HAVE BEEN AGREED EITHER IN WRITING OR ORALLY BETWEEN YOU AND RM (OTHER THAN THE RM TERMS AND CONDITIONS OF SALE).

IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE TERMS OF THIS AGREEMENT AND ANY OTHER TERMS, THE TERMS OF THIS AGREEMENT SHALL PREVAIL. BY ACCESSING AND USING THE SERVICE, YOU CONFIRM YOUR AGREEMENT TO THESE TERMS.

By using our Applications, You have agreed to these terms and conditions. If You do not agree to all of these terms and conditions, You may not use our Applications. RM may make changes and update these terms and conditions at any time. Please check the terms and conditions posted on RM.com periodically, because Your continued use of the Applications will mean You accept those changes and updates.

1. INTERPRETATION

Unless the context otherwise requires, the words "include(s)" and "including" will be construed without limitation and words in the singular shall include the plural, and vice versa. The headings in the Agreement are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of the Agreement. The following terms shall have the meaning set out below:

"Agreement"	means these terms and conditions;
"Application" or "App"	means Application software created by RM and sold or licensed by RM. For the avoidance of doubt these include: RM People Directory, RM Blogs and RM Community;
"Customer", "You", "Your"	means the purchaser or licensee of the Application;
"Customer Data"	means any data, information or material provided or submitted by You or Your users to the Application;
"Effective Date"	means the earlier of the date this Agreement is accepted or the date You begin using the Application;
"Intellectual Property Rights" or "IPR"	any and all patents, trademarks, service marks, copyright, database rights, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto;
"RM"	means RM Education Ltd of 140 Eastern Avenue, Milton Park, Abingdon, Oxon. OX14 4SB;
"Services"	means the platform on which the Applications are provided and the Applications;

"Third Party"	means certain content, products, tools and services available via the Applications which may include materials from third parties. RM may provide links to third party website as a convenience to You;
"Unacceptable Content"	means any material of any nature whatsoever which is or contains any material that: (i) is or may be defamatory, libellous, obscene, in contempt of court or in contravention of any law or regulation or infringes the rights of any third party; and/or (ii) promotes violence or discrimination based on race, sex, sexual orientation, religion, national origin, physical disability, mental disability, age or which promotes any illegal activities; and/or (iii) is Malware;
"Users"	means your pupils, their parents and Your employees, representatives, consultants, contractors or agents who are authorised to use the Application;

2. APPLICATIONS

- 2.1. Subject to RM receiving payment or relevant fees, RM grants You a non-exclusive, limited, non-transferable right to use the Application solely in connection with educational services for the duration of Your use of the Application. You will not charge any User for access or use of the Application unless you have first obtained RM's written consent.
- 2.2. All rights not expressly granted in this Agreement are reserved to RM. No rights are granted by implication.

3. YOUR RESPONSIBILITIES

- 3.1. You are responsible for acquiring and maintaining all computer hardware and software, telephone and communications equipment needed for access to and use of the Application.
- 3.2. You are solely responsible for obtaining all appropriate and necessary consents and authorizations from any third party required or appropriate in order to disclose or use any Customer Data, including without limitation personally identifiable information about Users, to RM to provide or use such information in connection with the Application. You will be responsible for Users' use and access of Customer Data in a manner consistent with Users' obligations to third parties.
- 3.3. You own and have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and IPR ownership or rights to use all Customer Data and RM shall not be responsible or liable for the deletion, correction, destruction, damage, loss of or failure to store any Customer Data. You will maintain back-up copies of such Customer Data to the extent that Users require such back-up copies.
- 3.4. You agree to ensure that no User will introduce any Malware into any computer equipment or system or software of RM. You further agree to use virus-checking software before downloading any material from the Internet or the Application and, unless otherwise agreed, shall be responsible for applying anti-virus software to protect Users' machines and networks.
- 3.5. You agree to ensure that no User will use the Service for the purposes of storing, transmitting or receiving any Unacceptable Content.

4. INTELLECTUAL PROPERTY



- 4.1. Title to the Application shall at all times remain vested in RM or its licensors. At no time shall Users gain any title to the Application or be entitled to receive a copy of the Application.
 - 4.2. You undertake not to perform (nor allow any User to perform) any of the acts referred to in this clause 5.3 except to the extent and only to the extent permitted by law as a lawful user of the Service and/or Application and only then for the specific limited purpose permitted by law or in this Agreement. You undertake (including on behalf of all Users):
 - 4.2.1. not to copy the Application (other than for normal system operation and as expressly specified in this Agreement) nor otherwise reproduce the same;
 - 4.2.2. not to translate, adapt, vary or modify the Application;
 - 4.2.3. not to disassemble, decompile or reverse engineer the Application;
 - 4.2.4. not to remove, obscure or modify any notice of patent, copyright, trademark or other proprietary rights notice on the Application;
 - 4.2.5. not to sublicense, distribute, rent, lease, or otherwise transfer the Application or any unique access code or copy the Application other than as expressly provided in this Agreement;
 - 4.2.6. not to make the Application accessible by any type of broadcast or transmission, including but not limited to broadcast or transmission by cable, Internet, television, satellite, or telephone;
 - 4.2.7. not to use the Application to attract customers away from RM or to procure commercial advantage over RM or to use it in any other way which is likely to be directly or indirectly detrimental to RM or its business;
 - 4.2.8. not to reproduce or transmit to or store in any website any part of the Application, nor disseminate in any electronic or non-electronic form any of the pages or parts thereof, nor include any of the foregoing in any public or private electronic retrieval system or service; and
 - 4.2.9. not to enable a third party to do any of the acts set out in this clause 4.2.
 - 4.3. If notified promptly in writing of any action (and all prior claims relating to such action) brought against You, based on a claim that any User's use of the Application infringes a UK patent or copyright, RM will defend such action at its expense and pay the costs and damages awarded, provided that RM shall have sole control of the defence of any such action and all negotiations for its settlement or compromise. At any time during the course of any litigation or other dispute resolution process arising out of a claim of infringement for a UK patent or copyright, or if in RM's opinion, the Application is likely to become the subject of a claim of infringement of a UK patent or copyright, RM will at its option and expense either: procure for You and any Users the right to continue using the Application; replace or modify the same so that it becomes non-infringing; or refund the prior month's subscription fees for the Application and any pre-paid unused amount and terminate the licence to the Application. RM will not have any liability to You under any provision of this section if the infringement or claim thereof is based upon:
 - 4.3.1. use of the Application in combination with other equipment or software not supplied by RM; or
 - 4.3.2. the use of the Application in carrying out any patented process; or
 - 4.3.3. infringement as described in clause 4.5 (below).
 - 4.4. Clause 4.3 (above) states the entire liability of RM and Users' sole remedy with respect to infringement of patents or copyrights by the Application or any part thereof or by its operation. No costs or expenses will be incurred for the account of RM without the prior written consent of RM.
 - 4.5. RM is not responsible for monitoring any content or information submitted by any User. You should implement policies and procedures to ensure all content Users submit to the Application are appropriate for the Users, meet with Your requirements, and are in conformance with this Agreement. RM may remove any content from the Application in its absolute discretion (particularly content that may be illegal, of substandard quality or violates this Agreement) and/or immediately suspend or terminate access and use of the Application by any User associated with content or activities that violate this Agreement. RM reserves the right to suspend the Application to Users in the event such activities pose a risk to RM's systems or use of the Application by RM's other customers. You shall indemnify and hold harmless RM against any expense, judgment, liability or loss, or infringement of any IPRs which results from: (a) Your provision of the Customer Data to RM or the Service; (b) RM's compliance with Your or any User's instructions; (c) use by RM of any Customer Data or other materials or information provided by You or any User; (d) use of Applications by Users, (e) the violation of any law, regulation or third party right by any content, data or information provided by any User; or (f) any User's violation of this Agreement.
 - 4.6. RM may update, modify, change features, improve or extend the Application from time to time. To the extent any such modification results in a material adverse impact and You notify RM within thirty (30) days of such change, RM will either modify the Application to remedy or provide a workaround to the issue or allow You to terminate without additional liability on condition that Your termination is completed within an additional thirty (30) day period.
- ## 5. TERMINATION
- 5.1. Either party may terminate this Agreement:
 - 5.1.1. by removing or deleting the Application;
 - 5.1.2. if the other party commits any material breach of this Agreement which is not remedied within thirty (30) days of a notice requiring such breach to be remedied; or
 - 5.1.3. if the other party ceases to carry on business or substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary other than for the purposes of amalgamation or reconstruction or compounds with its creditors generally or has a receiver or manager appointed over all or any part of its assets or suffers execution or distress or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due.
 - 5.2. RM may terminate this Agreement upon written notice to You (which would automatically terminate Your licence to use the Application) if You fail to pay any sums to RM in respect of the Application on the due date of payment.
 - 5.3. Subject to clause 5.4 (below), following termination of this Agreement, RM will provide You with access to the Application for a limited period of no more than thirty (30) days from the date of termination to enable You to take copies of any Customer Data if You request this at the time of termination.
 - 5.4. Where this Agreement has been terminated by RM pursuant to clause 5.1 or 5.2 (above), Your and Users' right to access or use of Customer Data shall immediately cease and RM may withhold, remove and/or discard Customer Data without notice. Additionally, RM shall have no obligation to maintain or forward any Customer Data in such circumstances.
- ## 6. WARRANTY DISCLAIMER
- 6.1. The Application has been manufactured or developed by RM or third parties to RM's specification. You accept that RM is acting

only as a supplier and that it is Your responsibility to verify that the Application will be suitable for Your and Your Users' own requirements and the results You and Your Users intend to achieve through use of the Application. The service is provided "as is" and "where is". RM disclaims all warranties, conditions, guarantees or representations, whether express, implied or statutory, including without limitation any warranty of merchantability or fitness for a particular purpose.

7. RM APPLICATIONS

7.1. By agreeing to this Agreement You agree to:

- 7.1.1. RM creating user accounts for You and Your Users within the Applications; and
- 7.1.2. your data (which may include Personally Identifiable Data) being used within the Application and for your data being visible to other users within your community within the Application.

7.2. You acknowledge, understand and agree to Your nominated administrators having authority to determine which Applications are available to Users.

7.3. You acknowledge that when accessing any Application, each User has agreed to these terms and conditions relating to that Application. Prior to accepting the respective terms and conditions, these Applications may remain dormant and inaccessible.

8. DATA PROTECTION

8.1. In the Agreement, the terms Controller, Processor, Data Subject, Personal Data, Special Categories of Personal Data, Processing, Data Protection Impact Assessment and Personal Data Breach shall be as defined in the General Data Protection Regulation EU 2016/679 ("GDPR") and "Data" shall mean the Personal Data and Special Categories of Personal Data provided to RM by You in connection with the Agreement. "Data Protection Legislation" means the GDPR and any national implementing laws, regulations and secondary legislation, as amended, revised, re-enacted, consolidated or updated from time to time.

8.2. You acknowledge that You are a Controller and that RM is a Processor.

8.3. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

8.4. RM shall:

- 8.4.1. ensure that its employees shall, Process the Data only on Your instructions as set out or referred to in the Agreement to provide the Services;
- 8.4.2. provide appropriate technical and organisational measures:
 - (a) to ensure the protection of the rights of the Data Subjects; and
 - (b) ensure an appropriate level of security, assessing, in particular, the risks that are presented by Processing, to protect the Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data transmitted, stored or otherwise Processed;
- 8.4.3. take all reasonable steps to ensure the reliability of any of its staff who have access to and/or process Data in connection with the Services, including duties of confidentiality under any employment contracts;
- 8.4.4. assist You, at Your cost, in responding to any request from a Data Subject and in ensuring compliance with applicable obligations under the Data Protection Legislation with respect to security of Processing,

Personal Data Breach notifications and communications, Data Protection Impact Assessments and consultations with supervisory authorities or regulators;

- 8.4.5. notify You without undue delay after becoming aware of a Personal Data Breach;
- 8.4.6. notify You immediately if it considers that any of Your instructions infringe the Data Protection Legislation;
- 8.4.7. at Your written direction, delete or return the Data to You after the end of the provision of the Services relating to Processing, except that:
 - (a) RM may keep any Data, if required by any applicable laws to store the Personal Data; and
 - (b) RM may keep Data stored in any system back-ups; and
- 8.4.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 8 and provide access to the same for the purpose of a customer conducted audit. Any audits must be no more than once in a twelve (12) month period and must be on not less than thirty (30) days' notice.

8.5. The parties also acknowledge that RM may also use services and/or products from other third parties in order to provide the Services under the Agreement and that, in doing so, RM may transfer Data to such third parties. This may include (by way of example only) third parties that provide online storage and other facilities. You consent to the appointment by RM of sub-processors provided that:

- 8.5.1. RM notifies You in writing of each sub-processor prior to the Processing of any Data by the relevant sub-processor and shall notify You in writing of any change in the identity of the sub-processor from time to time; and
- 8.5.2. RM shall put in place with any sub-processor, written contractual obligations which are at least equivalent to the obligations imposed on RM pursuant to this clause 8.

8.6. If RM becomes aware of its sub-processor (including RM group entities) ("Recipient") wishing to transfer Data outside the European Economic Area to countries which have not been approved by the European Commission as having adequate protections in place for the purpose of the transfer of personal data pursuant to the Data Protection Legislation, RM shall require that the Recipient enters into an agreement incorporating the standard contractual clauses approved by the European Commission for transfers of personal data to processors outside of the European Economic Area where RM would sign as data exporter on behalf of You and the Recipient will sign as data importer and this agreement shall include security obligations on the Recipient which are no less onerous than those contained in this Agreement.

8.7. Either Party may, at any time on not less than 30 days' notice, revise the above clause **Error! Reference source not found.** by replacing it with any applicable controller to processor standard clauses or similar terms forming Party of an applicable certification scheme.

8.8. Subject to clauses 8.9 – 8.11, RM shall remain fully liable to You for the performance of any sub-processor appointed by it pursuant to clause 8.5.

8.9. The Customer agrees to comply with its obligations under Data Protection Legislation and warrants that it has all necessary consents and notices in place in relation to its collection, processing and provision of Data, to enable the lawful transfer of the Data to RM in connection with, and for the duration of, the Services provided under the Agreement.

- 8.10. You shall indemnify and hold harmless RM against all costs, claims, losses, damages and expenses (including legal expenses) arising out of, or in connection with, any breach of this clause 8 by You and/or Your employees, agents and/or sub-contractors.
- 8.11. You acknowledges that RM is reliant on You for direction as to the extent to which RM is entitled to use and process the Data. Consequently, RM will not be liable for any claim brought by You or any Data Subject arising from any action or omission by RM to the extent that such action or omission resulted from Your instructions.
- 8.12. RM may also use Your data in accordance with its Privacy Policy which can be found at www.rm.com.
- 8.13. Schedule 1 sets out the following information regarding the Data for each Application: subject-matter; duration of the Processing; nature and purpose of the Processing; type of Data; categories of Data Subjects; and the obligations and rights of RM.

9. CONFIDENTIALITY

- 9.1. The information that Users provide to RM will be used by RM for the effective administration of the Application and to communicate with Users generally.
- 9.2. You agree to keep and to procure that Users keep RM's Confidential Information secure and to implement such security measures in relation to RM's Confidential Information as You employ for Your own Confidential Information, but in no event will Users use less than reasonable measures to protect RM's Confidential Information. You acknowledge and agree the software used to provide the Service constitutes RM's Confidential Information. You agree that Users will not disclose any of RM's Confidential Information to any third party without RM's prior written consent.

10. LIMITATION OF LIABILITY

- 10.1. You agree that RM will not be liable for any loss arising out of the provision of the Applications by any company, organisation or person other than RM or for any loss caused by Users' failure to perform Users' obligations under this Agreement. In particular but without limitation to the generality of the foregoing, RM shall not be responsible nor liable for Users' inability to access the Application or any impairment in using the Application where such inability or impairment results from any incompatibility between any hardware or software used by Users, unless such items have been supplied by RM specifically for use with the Service.
- 10.2. RM's liability shall be unlimited in respect of (a) any death or personal injury caused by its negligence or that of its employees, agents or contractors; (b) fraud or fraudulent misrepresentation; or (c) for any other liability which may not be excluded or limited by law.
- 10.3. Subject to clause 10.2 (above), RM shall not in any event be liable for any loss of profits, loss or corruption of data, loss of use, loss of goodwill, anticipated savings, loss of amenity, or any indirect, special or consequential losses, in each case howsoever arising, in connection with or arising out of the supply, functioning or use of the Application even if RM shall have been advised of the possibility of such potential loss and shall not be liable for any loss except as provided for in this Agreement.
- 10.4. Subject to clause 10.2 (above), the maximum aggregate liability of RM whether in contract, tort, negligence, statutory duty or otherwise, for any loss or damage whatever arising from or in any way connected with the Application shall be limited to the fees paid or payable in respect of the Service, or in the event no fees are payable, the sum of £50. This limit shall also apply in the event that any exclusion or other limitation of liability provision contained in this Agreement is held to be invalid for any reason.

11. ANTI-BRIBERY

You shall ensure that Users and all of Your staff, agents, contractors and any other party performing Your obligations or exercising Your rights under or in connection with this Agreement and/or any other agreement that You may have with RM, comply at all times with all applicable anti-bribery and/or corruption laws, regulations and codes of conduct in all jurisdictions. You shall, whenever requested by RM, provide evidence of the measures, steps and processes that You take to ensure compliance with the provisions of this clause and the relevant laws, regulations and codes of conduct.

12. NOTICE

- 12.1. Any notices You may wish to serve on RM must be sent by first class registered post to RM's registered office. Any such notice will be deemed delivered on receipt.
- 12.2. RM may give notice to You by means of a general notice on the Service, electronic mail to Your e-mail address on record in RM's account information, or by first class mail to the address on Your record held by RM. Any such correctly addressed notices shall be deemed to have been given upon the expiration of 48 hours after posting (if sent by first class mail) or 12 hours after sending (if sent by email).

13. ENTIRE AGREEMENT; MODIFICATIONS TO TERMS

- 13.1. These terms and conditions constitute the entire agreement between RM and You with respect to the subject matter of this Agreement and supersede any previous agreements or understanding between RM and You.
- 13.2. RM reserves the right, on reasonable notice, to change these terms and conditions. It is Your responsibility to check the terms and conditions governing the use of the Service by You or Users. The latest terms can be found on the RM website at www.rm.com/terms.
- 13.3. Notwithstanding any other provisions set forth in any order, sale order, account registration confirmation, sale confirmation or any other document relating to the subject matter of this Agreement, these terms and conditions will take precedence over any such document, and any conflicting, inconsistent, or additional terms contained therein will be null and void and are hereby rejected.

14. FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure to perform its obligations under this Agreement (other than a payment of money) provided that such a failure is due to causes beyond its reasonable control. Such causes shall include but are not limited to terrorism, fire, flooding, lightning, storm, power surges and failures, failure of suppliers, telecommunications disruptions, industrial disputes and other similar action, earthquakes and acts of God.

15. NON-WAIVER

Failure by either party to exercise or delay exercising any of the terms of this Agreement shall not constitute or be deemed to be a waiver of its rights under this Agreement nor prejudice its rights to take subsequent action.

16. SEVERABILITY

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of the terms set out in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. RM and You shall use our commercially reasonable efforts to find and employ an alternative means to achieve the

same or substantially the same result as that contemplated by such term.

17. ASSIGNMENT

This Agreement may not be assigned by You without the prior written consent of RM (which RM shall be entitled to refuse at its absolute discretion). RM shall be entitled to assign the benefit and/or burden of this Agreement to any other subsidiary (of any level) of RM plc (Regd No 01749877) upon giving notice to You to that effect. RM shall also be entitled to use subcontractors at its discretion in order to provide the Application.

18. CUSTOMER MORE THAN ONE PERSON

Where any order for the Application has been made by two (2) or more legal persons jointly, the liability of such persons and their obligations to RM under this Agreement shall be joint and several.

19. THIRD PARTY RIGHTS

Nothing in this Agreement shall confer on any third party any right or benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

20. FAIR USAGE

- 20.1. A fair usage policy applies to the use of the Application and in particular the number of service calls that can be opened by You. Information describing how the fair usage policy applies to the Service are available at www.rm.com/support.

- 20.2. If the number of service calls opened is excessive according to the fair usage policy, RM may, at its discretion, refuse to open new service calls until the issue is resolved which may involve the purchase by You of an additional support package. RM's refusal to open a new service call will not affect the status of any service call opened prior to any refusal of service.

- 20.3. If in RM's reasonable opinion excessive use of the Application is caused by a lack of network management training, RM will bring this to Your attention, and You must address any training need to the satisfaction of RM without delay.

21. REMOVAL OF ACCESS

Notwithstanding any other provision of this Agreement, RM reserves the right to amend, remove, suspend or disable access to any Application or other materials which Users may access without notice. In no event will RM be liable for making such amendments, removals, suspensions or disabling of access. For the avoidance of doubt Users shall not be entitled to any refund from RM for any Apps or other materials that are removed or become unavailable.

22. GOVERNING LAW

- 22.1. This Agreement (and any dispute, controversy, proceedings or claim of whatever nature) shall be governed by English law. The parties hereby submit to the exclusive jurisdiction of the English courts.

Schedule 1

Processor information – RM People Directory

The Customer acknowledges that RM and its subcontractors may have access to Personal Data in the provision of RM People Directory to the Customer throughout the term of this Agreement.

Below, RM has set out certain information regarding RM's Processing of the Personal Data as required by article 28(3) of the GDPR.

Article	Description	Details
28 (3)	Subject matter of the processing	The user data attributes that are collected from the customer's RM Unify account and stored in RM People Directory to provide a searchable directory of customers that is made available to your group (which may include other schools or local authorities). Further information in relation the processing undertaken by RM in relation to Your use of the RM People Directory can be provided on request.
	Nature and purposes of the processing	RM will process Personal Data in accordance with the applicable Agreement and the instructions of the Controller in relation to the Services until the expiry or valid termination of the applicable Agreement. Such Processing shall include: <ul style="list-style-type: none"> - Recording of data - Organisation of data - Storage of data - Retrieval of data - Disclosure via API service to third parties - Statutory reporting - Destruction of data
	Type of Personal Data	RM processes Personal Data on behalf of the Controller when required to do so in order to provide the Services. The types of personal data that this Application requires and are provided from your RM Unify account are: <ul style="list-style-type: none"> - First name - Last name - User name - Display name - Role - Organisation name - E-mail address - User system identifier <p>A complete list of all information the Application requires can be found on the App details screen within the RM Unify App library which is visible prior to installing the App.</p>
	Categories of Data Subject	Non-teaching staff, Teaching Staff, Student.
	Duration of the processing	Live Processing will be carried out for the duration of the Agreement.
28 (3) (a)	Documented instructions	All processing carried out by RM will be done in accordance with RM Apps Terms and Conditions, which

		must be agreed by the customer in advance of such processing.
28 (3) (b)	Confidentiality	All RM staff are required to agree to a confidentiality clause in their contracts.
28 (3) (c)	Security	<p>RM has a Group Information Security Framework, based on ISO 27001, the international standard for information security management. In addition, a number of business units are certified to ISO 27001:2013.</p> <p>A wide range of technical controls are used, which may include but not limited to:</p> <ul style="list-style-type: none"> • Data encryption • Anti-virus and anti-malware software • Network monitoring • Access management • Vulnerability scanning <p>A wide range of non-technical controls are used, including but not limited to:</p> <ul style="list-style-type: none"> • Physical security controls at RM offices • Security policies, including Data Classification & Handling, Data Protection, etc.
28 (3) (d)	Other processors	RM will not use other processors other than those referenced in the RM Apps Terms & Conditions or the Privacy Policy.
28 (3) (e)	Data subject's rights	RM's approach to supporting the controller's obligation to respond to requests for exercising the data subject's rights are set out in its Data Protection Policy and Privacy Policy.
28 (3) (f)	Compliance	Data processing carried out by RM will be compliant with data protection legislation. Where appropriate, RM will assist data controllers in demonstrating such compliance.
28 (3) (g)	Data deletion	At the date of termination, access to RM People Directory will be revoked and customers will no longer be able to access the Customer Data. RM will delete all live data from the RM People Directory within 24 hours following the date of termination. At this point, the Customer Data will not be recoverable.
28 (3) (h)	Transparency	RM will make available to the controller all information necessary to demonstrate compliance with its obligations.

Processor information – RM Community

The Customer acknowledges that RM and its subcontractors may have access to Personal Data in the provision of RM Community to the Customer throughout the term of this Agreement.

Below, RM has set out certain information regarding RM's Processing of the Personal Data as required by article 28(3) of the GDPR.

Article	Description	Details
28 (3)	Subject matter of the processing	The user data attributes that are collected from the customer's RM Unify account and stored in RM Community where users can comment on various topics.
	Nature and purposes of the processing	RM will process Personal Data in accordance with the applicable Agreement and the instructions of the Controller in relation to the Services until the expiry or valid termination of the applicable Agreement. Such Processing shall include: <ul style="list-style-type: none"> - Recording of data <ul style="list-style-type: none"> - Organisation of data - Storage of data - Retrieval of data - Disclosure via API service to third parties - Statutory reporting - Destruction of data
	Type of Personal Data	RM processes Personal Data on behalf of the Controller when required to do so in order to provide the Services. The types of personal data that this Application requires and are provided from your RM Unify account are: <ul style="list-style-type: none"> - User name - Display name - Role - Organisation name - E-mail address - User system identifier <p>A complete list of all information the Application requires can be found on the App details screen within the RM Unify App library which is visible prior to installing the App.</p>
	Categories of Data Subject	Non-teaching staff, Teaching Staff.
	Duration of the processing	Live Processing will be carried out for the duration of the Agreement.
28 (3) (a)	Documented instructions	All processing carried out by RM will be done in accordance with RM Apps Terms and Conditions, which must be agreed by the customer in advance of such processing.
28 (3) (b)	Confidentiality	All RM staff are required to agree to a confidentiality clause in their contracts.
28 (3) (c)	Security	RM has a Group Information Security Framework, based on ISO 27001, the international standard for information security management. In addition, a number of business

		<p>units are certified to ISO 27001:2013.</p> <p>A wide range of technical controls are used, which may include but not limited to:</p> <ul style="list-style-type: none"> • Data encryption • Anti-virus and anti-malware software • Network monitoring • Access management • Vulnerability scanning <p>A wide range of non-technical controls are used, including but not limited to:</p> <ul style="list-style-type: none"> • Physical security controls at RM offices • Security policies, including Data Classification & Handling, Data Protection, etc.
28 (3) (d)	Other processors	RM will not use other processors other than those referenced in the RM Apps Terms & Conditions or the Privacy Policy.
28 (3) (e)	Data subject's rights	RM's approach to supporting the controller's obligation to respond to requests for exercising the data subject's rights are set out in its Data Protection Policy and Privacy Policy.
28 (3) (f)	Compliance	Data processing carried out by RM will be compliant with data protection legislation. Where appropriate, RM will assist data controllers in demonstrating such compliance.
28 (3) (g)	Data deletion	At the date of termination, access to RM Community will be revoked and customers will no longer be able to access the Customer Data. RM will delete user data from the RM Community Application 18 months following the last user activity on that account. At this point, the Customer Data will not be recoverable. At the express request of the data controller, RM will delete all or any data as requested within RM Community.
28 (3) (h)	Transparency	RM will make available to the controller all information necessary to demonstrate compliance with its obligations.

Processor information – RM Blogs

The Customer acknowledges that RM and its subcontractors may have access to Personal Data in the provision of RM Blogs to the Customer throughout the term of this Agreement.

Below, RM has set out certain information regarding RM's Processing of the Personal Data as required by article 28(3) of the GDPR.

Article	Description	Details
28 (3)	Subject matter of the processing	The user data attributes that are collected from the customer's RM Unify account and stored in RM Blogs to allow users to view and create blogs.
	Nature and purposes of the processing	RM will process Personal Data in accordance with the applicable Agreement and the instructions of the Controller in relation to the Services until the expiry or valid termination of the applicable Agreement. Such Processing shall include: <ul style="list-style-type: none"> - Recording of data - Organisation of data - Storage of data - Retrieval of data - Disclosure via API service to third parties - Statutory reporting - Destruction of data
	Type of Personal Data	RM processes Personal Data on behalf of the Controller when required to do so in order to provide the Services. The types of personal data that this Application requires and are provided from your RM Unify account are: <ul style="list-style-type: none"> - User name - First Name - Last Name - Display name - Role - Organisation name - Organisation number - RM Unify E-mail address - User system identifier <p>A complete list of all information the Application requires can be found on the App details screen within the RM Unify App library which is visible prior to installing the App.</p>
	Categories of Data Subject	Non-teaching staff, Teaching Staff, Student.
	Duration of the processing	Live Processing will be carried out for the duration of the Agreement.
28 (3) (a)	Documented instructions	All processing carried out by RM will be done in accordance with RM Apps Terms and Conditions, which must be agreed by the customer in advance of such processing.
28 (3) (b)	Confidentiality	All RM staff are required to agree to a confidentiality clause in their contracts.

28 (3) (c)	Security	<p>RM has a Group Information Security Framework, based on ISO 27001, the international standard for information security management. In addition, a number of business units are certified to ISO 27001:2013.</p> <p>A wide range of technical controls are used, which may include but not limited to:</p> <ul style="list-style-type: none"> • Data encryption • Anti-virus and anti-malware software • Network monitoring • Access management • Vulnerability scanning <p>A wide range of non-technical controls are used, including but not limited to:</p> <ul style="list-style-type: none"> • Physical security controls at RM offices • Security policies, including Data Classification & Handling, Data Protection, etc.
28 (3) (d)	Other processors	<p>RM will not use other processors other than those referenced in the RM Apps Terms & Conditions or the Privacy Policy.</p> <p>See applicable details below.</p>
28 (3) (e)	Data subject's rights	<p>RM's approach to supporting the controller's obligation to respond to requests for exercising the data subject's rights are set out in its Data Protection Policy and Privacy Policy.</p>
28 (3) (f)	Compliance	<p>Data processing carried out by RM will be compliant with data protection legislation. Where appropriate, RM will assist data controllers in demonstrating such compliance.</p>
28 (3) (g)	Data deletion	<p>At the date of termination, access to RM Blogs will be revoked and customers will no longer be able to access the Customer Data. RM will delete all data from the RM Blogs system five years following the date of termination. At the express request of the data controller, RM will delete all or any data as requested within RM Blogs including any and all backups.</p>
28 (3) (h)	Transparency	<p>RM will make available to the controller all information necessary to demonstrate compliance with its obligations.</p>

Name of sub-processor	Activity undertaken by sub-processor	Location of sub-processor	Type of data processed by sub-processor
Just2Easy Limited	Provider of blogging platform, hosting and management of blogging data	UK	User name, First Name, Last Name, Display name, Role, Organisation name, Organisation number, RM Unify E-mail address, User system identifier

