



DATA PROCESSING AGREEMENT

UK GDPR Article 28 processor terms for Tools2Done

Created2Deliver Ltd

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This Data Processing Agreement (DPA) forms part of the agreement between a customer using Tools2Done (the "Customer") and Created2Deliver Ltd ("Created2Deliver") for the provision of the Tools2Done service.

It applies where Created2Deliver processes Personal Data on behalf of the Customer as a processor. It does not replace the parties' main commercial Terms of Service.

1. Parties and roles

Customer: the person or organisation subscribing to Tools2Done and determining the purposes and means of processing Customer Data.

Processor: Created2Deliver Ltd, the owner and operator of Tools2Done.

For Customer Data processed on the Customer's behalf, the Customer is the Controller and Created2Deliver is the Processor, except where applicable law requires otherwise.

2. Definitions

- "Applicable Data Protection Law" means the UK GDPR, the Data Protection Act 2018, PECR where relevant, and other UK data protection legislation applicable to the processing.
- "Customer Data" means Personal Data submitted to, stored in, imported into or otherwise processed through Tools2Done on behalf of the Customer.
- "Personal Data", "Controller", "Processor", "Data Subject", "Processing" and "Personal Data Breach" have the meanings given by Applicable Data Protection Law.
- "Sub-processor" means a third party engaged by Created2Deliver to process Customer Data on behalf of the Customer.

3. Scope and processing details

The subject matter, duration, nature and purpose of processing, categories of Data Subjects and types of Personal Data are described in Schedule 1.

Created2Deliver will process Customer Data only for the period necessary to provide the Tools2Done service and meet applicable legal, security, backup and contractual obligations.

4. Documented instructions

Created2Deliver will process Customer Data only on the Customer's documented instructions, including instructions contained in the Terms of Service, configuration choices and use of the service, unless UK law requires other processing.

If Created2Deliver is required by law to process Customer Data outside the Customer's instructions, it will inform the Customer before doing so unless the law prohibits that notification.

Created2Deliver will notify the Customer if, in its reasonable opinion, an instruction infringes Applicable Data Protection Law.

5. Confidentiality

Created2Deliver will ensure that persons authorised to process Customer Data are subject to an appropriate duty of confidentiality.

Access to production Customer Data should be limited to authorised personnel with a legitimate support, security, maintenance, compliance or incident-response purpose.

6. Security

Created2Deliver will implement appropriate technical and organisational measures designed to protect Customer Data, taking account of the nature, scope, context and purposes of processing and the risks to individuals.

Current measures are summarised in Schedule 2 and may evolve as the service is improved, provided the overall level of protection is not materially reduced.

7. Sub-processors

The Customer gives Created2Deliver general authorisation to use Sub-processors necessary to provide Tools2Done.

Created2Deliver will maintain a list of material Sub-processors and will ensure that each Sub-processor is bound by data protection obligations providing an appropriate level of protection for Customer Data.

Where reasonably practicable, Created2Deliver will provide advance notice of a material new Sub-processor. If the Customer has a reasonable data-protection objection, the parties will discuss it in good faith.

Created2Deliver remains responsible for the performance of its Sub-processors to the extent required by Applicable Data Protection Law.

8. International transfers

Created2Deliver will not make a restricted transfer of Customer Data outside the UK unless a permitted transfer mechanism or exception applies.

Where required, appropriate safeguards may include UK adequacy regulations, the ICO's International Data Transfer Agreement, the UK Addendum to the EU Standard Contractual Clauses, or another lawful safeguard, together with any required transfer risk assessment/data protection test.

9. Data Subject rights

Taking account of the nature of the processing, Created2Deliver will provide reasonable assistance to the Customer, insofar as possible, to enable the Customer to respond to requests by Data Subjects exercising their rights.

If Created2Deliver receives a request relating primarily to Customer Data for which the Customer is Controller, Created2Deliver may refer the requester to the Customer unless legally required to respond directly.

10. Assistance and compliance

Taking account of the nature of processing and information available to it, Created2Deliver will provide reasonable assistance with:

- security obligations;
- Personal Data Breach assessment and notification;
- data protection impact assessments;
- prior consultation with the ICO where legally required;
- demonstrating compliance with processor obligations.

11. Personal Data Breaches

Created2Deliver will notify the Customer without undue delay after becoming aware of a Personal Data Breach affecting Customer Data.

Where available, the notification will include sufficient information to assist the Customer to meet its own notification obligations. Information may be supplied in phases where not all facts are immediately available.

Notification of an incident is not an admission of fault or liability.

12. Return and deletion

At the end of the service, and subject to the Terms of Service, Created2Deliver will delete or return Customer Data where required by the Customer, unless applicable law requires retention.

Operational backups may retain copies for a limited backup-retention period before expiry or secure overwrite. The current operational backup retention is approximately 30 days, subject to change.

Accounting, security, billing or legal records may be retained where Created2Deliver acts as Controller or where retention is required by law.

13. Audit and information rights

Created2Deliver will make available information reasonably necessary to demonstrate compliance with its processor obligations.

Where additional audit is reasonably required, the parties will agree a proportionate method designed to protect the confidentiality, security and rights of other customers. Audits should normally be satisfied first through documentation, policies, reports or remote evidence before on-site inspection is considered.

The Customer must ensure that any auditor is independent, suitably qualified and bound by confidentiality.

14. Customer responsibilities

- The Customer is responsible for the lawfulness of its collection and use of Customer Data.
- The Customer must provide appropriate privacy information to individuals where required.
- The Customer must configure and use Tools2Done in accordance with law and the Terms of Service.
- The Customer must not instruct Created2Deliver to process data unlawfully.
- The Customer is responsible for user permissions, account credentials and deciding which personnel may access its Tools2Done account.

15. Liability and precedence

The liability provisions in the parties' Terms of Service apply to this DPA unless Applicable Data Protection Law requires otherwise.

If there is a conflict between this DPA and the Terms of Service concerning processing of Customer Data, this DPA prevails to the extent of that conflict.

16. Changes

Created2Deliver may update this DPA where reasonably necessary to reflect changes in law, regulatory guidance, security requirements, Sub-processors or the Tools2Done service, provided that the update does not materially reduce the protection of Customer Data without a lawful basis.

17. Governing law

This DPA is governed by the same governing law and jurisdiction as the Tools2Done Terms of Service. [CONFIRM FINAL TERMS OF SERVICE JURISDICTION BEFORE PUBLICATION].

Schedule 1 - Details of processing

Item	Details
Subject matter	Provision of the Tools2Done hosted business-management service and enabled features.

Duration	For the subscription term plus any lawful closure, export, recovery, backup or retention period.
Nature and purpose	Hosting, storage, organisation, retrieval, transmission, support, backup, reconciliation, reporting and other processing needed to provide configured Tools2Done features.
Data Subjects	Customer personnel, customers and prospects, employees/workers, subcontractors, suppliers, business contacts, invoice recipients, payees, bank transaction counterparties and other individuals whose data the Customer enters or imports.
Personal Data	Identity/contact details; job/project details; quotations/invoices; financial/accounting records; expenses; workforce/payroll/CIS data; UTRs where entered; supplier records; bank-account metadata; balances and transactions; notes/documents; technical identifiers.
Special category data	Not intentionally required as a standard feature. Customers should avoid entering special category data unless necessary and lawful.
Frequency	Continuous/on-demand while the service is used, with scheduled backups, maintenance and connected-service syncs where enabled.

Schedule 2 - Technical and organisational measures

- Separate tenant databases for provisioned businesses.
- Authentication and role-based application access controls.
- Encryption in transit using TLS/HTTPS.
- Encryption of sensitive tokens/credentials where implemented.
- Encrypted operational backups and off-site backup copies.
- Regular automated backup and verification processes.
- Restricted administrative access to production infrastructure.
- Security and application logging appropriate to the service.
- Support access limited to legitimate support, security or maintenance purposes.
- Data deletion/closure workflows and backup expiry processes.
- Patch, server and dependency maintenance processes.
- Incident investigation and recovery procedures.

Schedule 3 - Current material Sub-processors

See the separate Tools2Done Sub-processor List, as updated from time to time.