

Webmettle Ltd.

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## **[PERSONAL DATA POLICY]**

Collective document including: Personal Data Protection, Subject Access Request, Data Retention, Destruction and Disclosure, Right to Erasure, Data Breach and Personal Data Log.

**1.0 Introduction:**

- 1.1 Webmettle Ltd. recognises that personal data is very important, and pledges to protect the security and privacy of any Personal Data retained by the company.

**2.0 Purpose:**

- 2.1 This policy is a collective document put in place to maintain the standards required by General Data Protection Regulation.

**3.0 Scope:**

- 3.1 This policy applies to all personal information, both electronic and manual records (hard copies, media, etc.) held by Webmettle Ltd.

**4.0 Reference Documents:**

- |     |                               |                                    |
|-----|-------------------------------|------------------------------------|
| 4.1 | (EU) 2016/679                 | General Data Protection Regulation |
| 4.2 | Subject Access Request Form   | Appendix A                         |
| 4.3 | Non-Disclosure Agreement      | Appendix B                         |
| 4.4 | Right to Erasure Form         | Appendix C                         |
| 4.5 | Retention Schedule Guidelines | Appendix D                         |
| 4.6 | Personal Data Log             | Appendix E                         |

**5.0 Definitions:**

- 5.1 "Personal Data - Information or a set of information that identifies or could be used by or on behalf of Webmettle Ltd. to identify an individual. Personal Data does not include information that is encoded, anonymous, aggregated or publicly available information that has not been combined with non-public Personal Data.

## 6.0 Personal Data Protection / Subject Access Request

### 6.1 Responsibilities:

- 6.1.1 Webmettle Ltd. ensures that any personal data shall be protected including but not limited to the following general guidelines:
- a) Do not leave personal data on your desk when not in use;
  - b) Do not leave your computer logged-on or personal data displayed on the unattended computer;
  - c) Do not choose a weak or easy to guess password; strong passwords must be used;
  - d) Do not share or openly post passwords;
  - e) Do not send personal data by e-mail, instant messaging, SMS, text and/or other end-user messaging technologies unless required as part of Service;
  - f) Ensure paper and printouts personal data are not left unattended; it shall be locked in a cabinet and/or shredded immediately when not being used;
  - g) If personal data is exchanged via phone, it shall be conducted in a private area;
  - h) Review and identify the record retention and destruction requirements in order to protect the personal data;
  - i) Review, identify and apply changes to records in order to keep them up-to-date;
  - j) Maintain up-to-date and appropriate programs and controls to prevent unauthorised access to personal data.
  - k) Take immediate action to secure any information that has or may have been compromised;
  - l) Inform customers via website about changes made to Privacy Policy;
  - m) Inform customers about actions taken in situation of disaster (via website or email).

- 6.1.1 When executing Subject Access Request (SAR), Webmettle Ltd. is responsible for:
- a) Respond to Subject Access Request and to inform requestor on decision;
  - b) Collect personal data, both manual and electronic from relevant processes, as applicable;
  - c) Contact relevant 3<sup>rd</sup> party service providers and obtain records kept by them, as applicable;
  - d) Review returned records to ensure they do not fall into the restrictions under article 23 of General Data Protection Regulation;
  - e) Provide copy of collected record(s) to the requestor by secure mail or courier.

### 6.2 Implementation

- 6.2.1 Webmettle Ltd. collects personal data only if data subject specifically and knowingly discloses such information.
- 6.2.1 Webmettle Ltd. will retain personal data for as long as:
- a) The account is active;
  - b) Needed to provide individuals the products or service;
  - c) Necessary to comply with legal obligations, resolve disputes and enforce agreements;
  - d) To the extent permitted by law.
- 6.2.1 Webmettle Ltd. has implemented reasonable security practices designed to ensure that personal data is properly protected.
- 6.2.1 Webmettle Ltd. offers the requestor the option to fill out a Subject Access Request Form (Appendix A) and attach a photocopy of their proof of identity (drivers licence or passport);
- 6.2.1 Once a request is made, providing adequate proof of identification of the requestor Webmettle Ltd. shall:
- a) Verify and determine whether any data is held in respect of the individual;
  - b) Respond to the requestor within the statutory period of one month, including but not limited to the fact that Webmettle Ltd. does not hold any information;
  - c) Prepare a check list in relation to records requested, as stated in Article 15 of GDPR:
    - Categories of data;
    - Purpose of processing;
    - 3<sup>rd</sup> parties/3<sup>rd</sup> countries data is disclosed to;
    - Retention period for claimed data or criteria used to determine that period;
    - Source of collected data;
  - d) All collected records shall be verified to ensure they do not fall into the restrictions under article 23 of General Data Protection Regulation;
  - e) Any reference to any third party mentioned in the collated material will be redacted or removed;
    - Copy of redacted material will be created in permanent and intelligible form;
    - An equivalent copy of the redacted material will be created as Webmettle Ltd. reference data set, for the event that there may be a dispute over the content of the collated material;
  - f) Once complete, the collated material will be sent to the requestor by secure mail or courier, seeking signed confirmation of receipt as proof of delivery;
  - g) Copy of collected personal information will be supplied free of charge. Any further copies may require an administrative fee;
- 6.2.1 Requestor has right to: objection, rectification, erasure or restriction of data held by Webmettle Ltd., in accordance with GDPR;
- 6.2.1 Requestor has right to submit a complaint with Irish Data Protection Commissioner Office;

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## 7.0 Records Retention and Destruction

### 7.1 Responsibilities

- 7.1.1 Webmettle Ltd. is responsible for ensuring that all records are controlled according to this policy.
  - a) All records subjected to retention and destruction shall be in line with this policy.
- 7.1.1 Webmettle Ltd. documents, media and equipment must be disposed of in an approved manner that protects confidentiality of the information printed or stored.
- 7.1.1 Webmettle Ltd. is responsible for destroying any personal manual and electronic data after the prescribed period has elapsed.

### 7.2 Implementation

- 7.2.1 Records are stored and maintained both electronically and as manual copy files.
- 7.2.1 All records are retained per Record Retention Guidelines (Appendix D) unless there is a specific requirement/reason to retain a record for longer period of time.
- 7.2.1 Manual or electronic personal data is destroyed after the prescribed period has elapsed.
- 7.2.1 Destruction of manual records will be planned periodically, as required.
- 7.2.1 Media (electronic equipment):
  - a) Media are password protected and encrypted for protection.
  - b) Once media is determined for destruction, it is verified if the media may contain confidential information.
    - Media containing confidential information, i.e. hard drives, have their cases drilled through to ensure information cannot be garnered from them after disposal.
  - c) Destruction of media will be planned periodically, as required.

## 8.0 Personal Data Disclosure

### 8.1 Responsibilities

- 8.1.1 Webmettle Ltd. shall ensure that all third parties, that may or will share confidential information and/or personal data, have signed a Non-Disclosure Agreement (NDA).
- 8.1.1 Webmettle Ltd. is responsible for:
  - a) Responding to Subject Access Request, regardless of the fact if Webmettle Ltd. holds data on requestor or not.
  - b) Collecting personal information, both manual and electronic, if such is the decision.

### 8.2 Implementation

#### 8.2.1 Non-Disclosure Agreement

- a) NDA (Appendix B) is a legal contract between two or more parties that may or will share confidential information (including personal data) for processing and where the information to be exchanged will be maintained in confidence.
- b) Webmettle Ltd. and prospective parties shall enter a formal NDA when exchange of confidential information and/or personal data will be disclosed during collaboration.

#### 8.2.1 Subject Access Request

- a) Webmettle Ltd. collects personal data only if data subject specifically and knowingly discloses such information.
- b) Personal data will be disclosed to individuals who raise Subject Access Request if it doesn't fall under Art. 23 of GDPR.
- c) Data Subject shall submit a written request including proof of identification and specify what type of information they wish to be supplied with. Webmettle Ltd. will determine whether personal data is held in respect of the requestor:
  - If no data is held, written explanation will be given to individual raising request;
  - If such data is held, it will be collected and verified to ensure it is not a subject to any limitations. **If not**, it will be send to requestor by secure mail or courier.
  - Response to SAR will not exceed 1 month (30 days) from receiving request.

#### 8.2.1 Law Enforcement

- 7.3.1 As applicable, when law enforcement requests data subject's personal information, formal written request including reason (i.e. criminal investigation) will be required as proof. Decision will be made if request is legitimate prior to disclosure of such information. Request shall be processed based on situation and / or case by case.

## 9.0 Right to Erasure

### 9.1 Responsibilities

9.1.1 Webmettle Ltd. is responsible for:

- a) Responding to Requests for Erasure;
- b) Erasing personal information, both manual and electronic, if such is the decision;
- c) Contacting 3<sup>rd</sup> parties and obtaining proof that the process has been completed on their part;
- d) Informing requestor on decision and supplying with summary of types of data that was erased;
- e) Periodically review documentation in order to assess if it is kept in compliance with standards;
- f) Assist Data Subjects when enquiring about or seeking to exercise their rights.

### 9.2 Implementation

9.2.1 Under Article 17 of GDPR, an individual has the right to make Request for Erasure. It applies where the information is inaccurate, inadequate, irrelevant or excessive for the purpose of the data processing;

9.2.2 Webmettle Ltd. offers the individuals a right to have personal data erased and to prevent processing in specific circumstances such when the personal data is no longer necessary in relation to the purpose for which it was originally collected / processed or individual withdraws consent etc.

9.2.3 Requestor is asked to fill out a Request for Erasure form (Appendix C);

9.2.4 Webmettle Ltd. will review individual's request to identify relevant 3<sup>rd</sup> parties (if applicable) that may hold records of that person;

9.2.5 Individual will be informed on the decision:

- a) If in favour of data subject, summary of types of data erased will be supplied including information hold by third parties (if applicable);
- b) If rejected, written explanation will be given to individual.

9.2.6 Requests for erasure will be assessed on case-to-case basis, depending on circumstances, where the right to erasure does not apply and Webmettle Ltd. can refuse to process the request such as comply with legal obligations, resolve disputes and enforce agreements; or to the extent permitted by law.

#### 9.2.1 Customers data:

- a) Webmettle Ltd. collects from customers following personal information:
  - Full Name;
  - Address;
  - Phone Number;
  - Email Address;
  - Cookies;



- b) Once order is created, customer information supplied to Webmettle Ltd. is processed to ship product;
- c) Webmettle Ltd. will retain Personal Data for as long as:
  - The account is active;
  - Needed to provide individuals the products or service;
  - Necessary to comply with legal obligations, resolve disputes and enforce agreements;
  - To the extent permitted by law.

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## 10.0 Data Breach

### 10.1 Responsibilities

#### 10.1.1 Webmettle Ltd. shall be:

- a) Responsible for liaising with the Office of the Data Protection Commissioner, and providing updates on the circumstances of the breach, as well as on the restorative actions which Webmettle Ltd. will take in addressing the causes of the breach, and to prevent a recurrence;
- b) Acting as a contact point for Data Subjects in regard to Data Breach Response;
- c) Responsible for overlooking if personal data breach is dealt with in compliant manner;
- d) Determining the level, classification of data involved in the breach and deciding on who will be notified and the level of information that will be given to individuals regarding the breach.

### 10.2 Implementation

- a) Webmettle Ltd. will review and evaluate the incident;
  - Determine where and how the breach occurred and the type of personal information at risk;
  - Conduct a local analysis of the breach to determine the sensitivity of the data involved in the breach and the number of individuals whose protected data may have been acquired;
- b) If breach occurred at a 3<sup>rd</sup> party location, Webmettle Ltd. will review contract terms and determine the next course of action.
- c) Webmettle Ltd. will notify the Data Protection Commissioner Office, if there is a reasonable belief that data may have been acquired, regardless of the type and quantity of information that might have been compromised.
- d) Webmettle Ltd. will take measures to contain and control the security breach to prevent further unauthorised access to or use of personal data on individuals, including shutting down particular applications or third party connections, reconfiguring firewalls, changing computer access codes, and modifying physical access controls.
- e) Webmettle Ltd. will change all user ID / system passwords or pin codes that may have been breached; disable the account as needed.

#### 10.2.1 Notification to the Office of the DP Commissioner

- a) Webmettle Ltd. shall notify Irish Data Protection Commissioner Office of personal data breach with undue delay, if possible, not later than 72h after becoming aware of it; unless it can be demonstrated that it is unlikely to result in a risk to the rights and freedoms of natural persons;

- If notification cannot be achieved in 72 hours, the reasons for the delay must be provided which will allow for information to be updated in phases, without undue delay;
- b) Notification will include:
- Circumstances of personal data breach (whether data have been protected);
  - Categories and approximate number of data subjects affected;
  - Categories and approximate number of data records affected;
  - Description of possible consequences of the breach;
  - Description of measures taken or being planned, including measures to mitigate possible adverse effects of the breach (where applicable).

Date	Contact Name/Details	Description of Breach	Details of Protection	Subjects Affected	Records Affected	Consequences	Measures planned/taken

#### 10.2.2 Notification to Individuals Impacted by the Security Breach

- c) Webmettle Ltd. will liaise with the Office of the DP Commissioner and will work to ensure that the individuals affected are notified of the data breach and of any potential consequences if necessary.

Appendix - A

**Subject Access Request Form**

**Name:** \_\_\_\_\_

**Postal Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

I \_\_\_\_\_ (insert name) wish to have access to personal data relating to me, in accordance to Article 15 of General Data Protection Regulation, held by Webmettle Ltd. in manual filing systems or electronically.

To help us answer your request please, be as specific as possible about the information you wish to see.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please attach a photocopy of your proof of identity (passport, driving license)  
[Please note that first copy will be supplied free of charge. Any further copies may require an administrative fee.]

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix – B

### **3<sup>rd</sup> Party Confidentiality / Non-Disclosure Agreement**

It is understood and agreed that the below identified discloser of confidential information may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that

1. The Confidential Information to be disclosed can be described as and includes:

**Definition of Confidential Information:** For purposes of this Agreement, "Confidential Information" shall include all Automated, Manual and Personal data passed between Webmettle Ltd. and the third party.

2. The Recipient agrees not to disclose the confidential information obtained from the discloser to anyone unless required to do so by law.

3. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

4. This Agreement will include disclosure and cooperation between parties of Personal Data in situation of Subject Access Request, Right to Rectification, Right to Erasure, etc, in accordance with General Data Protection Regulation (EU) 2016/679.

5. Both parties agree to make every effort to ensure for shared confidential information to be accurate and up to date as required by General Data Protection Regulation (EU) 2016/679.

6. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected. Neither party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other party. This Agreement may not be amended for any other reason without the prior written agreement of both parties. This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof, unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

7. There is an addendum section that will allow suppliers add their own requirements in to this document.

**WHEREFORE**, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information:

Name (Print or Type): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Discloser of Confidential Information:

Name (Print or Type): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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Appendix - C

**Request for Erasure Form**

Complete in Block capitals

**Name:** \_\_\_\_\_

**Postal Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

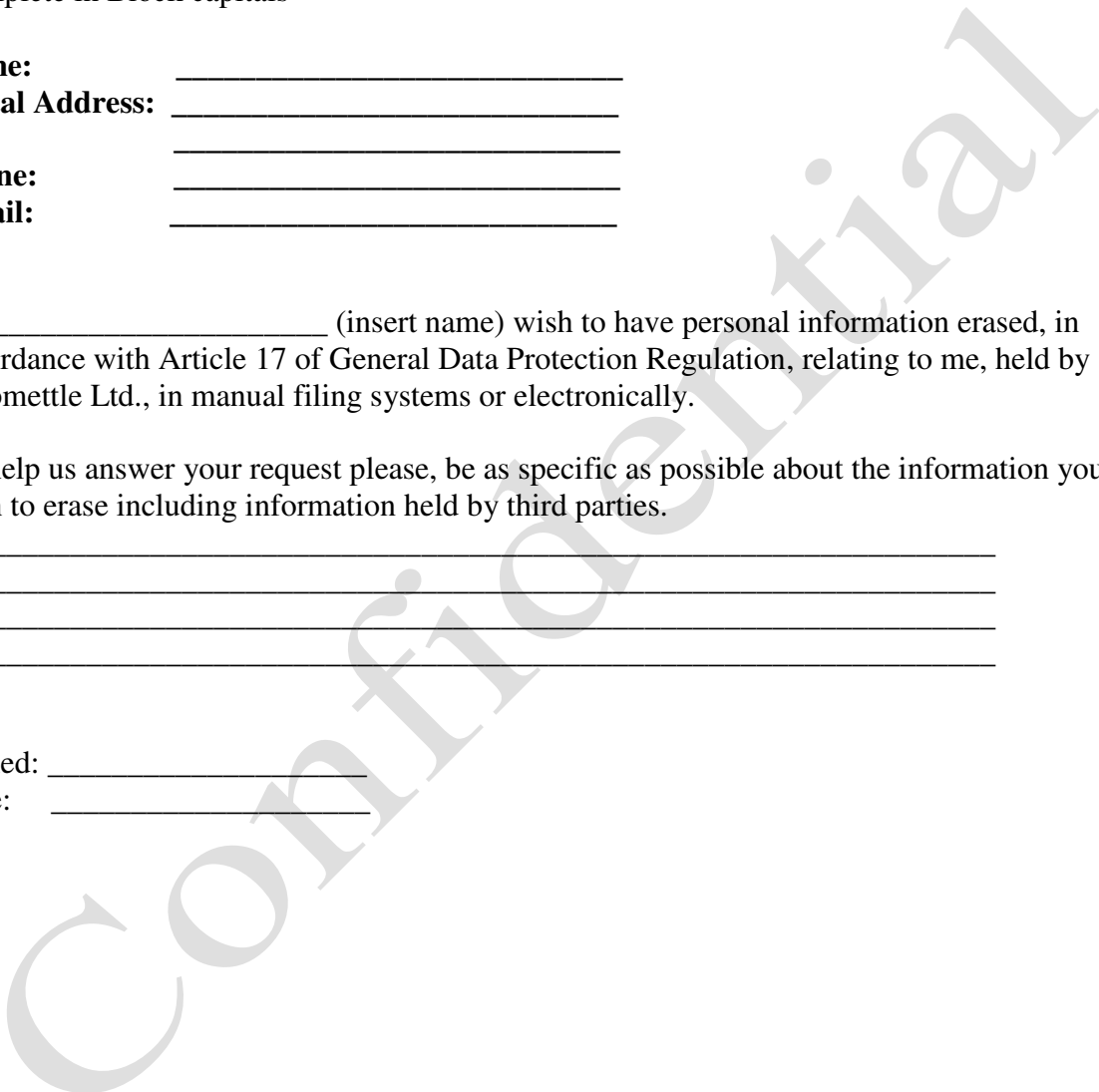
I \_\_\_\_\_ (insert name) wish to have personal information erased, in accordance with Article 17 of General Data Protection Regulation, relating to me, held by Webmettle Ltd., in manual filing systems or electronically.

To help us answer your request please, be as specific as possible about the information you wish to erase including information held by third parties.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix – D

Documents	Statutory Retention	Recommended Retention	Legal basis or other reasons
Financial	6 years	7 years	TCA 1997
Taxes	10 years	11 years	TCA 1997
Legal	Varies	Permanent	Best Practice
Consumer	6 years	7 years	The Consumer Protection Code

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## Appendix - E

Type of Data	Data Controller	Representative	Purpose of Processing	Disclosure
<b>Full Name</b>	Webmettle Ltd.	Glenn Chegwidden	Provide Service requested by customer.	Data disclosed to warehouse and courier.
<b>Address</b>	Webmettle Ltd	Glenn Chegwidden	Provide Service requested by customer.	Data disclosed to warehouse and courier
<b>Phone Number</b>	Webmettle Ltd	Glenn Chegwidden	Provide Service requested by customer.	Data disclosed to warehouse and courier
<b>Email Address</b>	Webmettle Ltd	Glenn Chegwidden	Provide Service requested by customer.	Data disclosed to warehouse and courier
<b>Cookies</b>	Webmettle Ltd	Glenn Chegwidden	Provide better user experience while browsing through site (retaining preferences, storing shopping cart data, etc.).	Anonymised data disclosed to 3 <sup>rd</sup> party applications (i.e. Google Analytics).
<b>Credit Card Information</b>	Webmettle Ltd does not collect or process individual's credit card information. This is processed by 3 <sup>rd</sup> parties, i.e. PayPal.			