

HOTCOURSES GROUP DATA PROCESSING STANDARD

The Hotcourses Group collects, uses, stores or otherwise processes Personal Data with the highest standard and in line with the data privacy regulations.

This Data Processing Standard is applied to all processing activities undertaken at the Hotcourses Group regardless of whether we are acting as the data controller or the data processor.

1. The Hotcourses Group will only process Personal Data that is obtained lawfully and in a transparent and fair manner.
2. All Personal Data processed by the Hotcourses Group will be the minimal amount required to enable a specific business function and processed for a specific and an explicit purpose with storage limitation rules imposed.
3. All Hotcourses Group products and services that rely on, or contain, will be built and delivered with privacy by design principles and will be compliant with the applicable privacy and electronic communication legislation and the General Data Protection Regulation. The liability for these products lies with Hotcourses Group.
4. The Hotcourses Group will only share Personal Data with third parties for fulfilling one of the following purposes:
 - a. Instruct a learning provider such as College or University to send prospectuses or to reply to an enquiry from a prospective student made on one of the Hotcourses Group websites, this may also include open day registrations (we will only share the contact details the prospective student has provided).
 - b. Any processing for which the user has given an explicit consent.
 - c. Statistical research - where we only match on Personal Data but no Personal Data is shared. These reports are generated with anonymised site usage data by learning providers to enable them to monitor enrolment from users who use our websites.
 - d. Required by law.
5. For the instances, where the Hotcourses Group will share Personal Data, The Hotcourses Group will have a Data Processing Agreement in place to ensure when data is shared, the third party applies the same high level of data processing standard.

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6. The Hotcourses Group will ensure that only those staff, agents or contractors who need to have access to the Personal Data do so and will take reasonable steps to ensure the reliability of such individuals, and ensure that they are informed of, and understand the confidential nature of, the Personal Data, and the company obligations set out in the privacy regulation.

7. In order to protect the confidentiality and integrity of the Personal Data, the Hotcourses Group will implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, including but not limited to:
 - a) ensuring IT equipment, including portable equipment is kept in lockable areas when unattended;
 - b) not leaving portable equipment containing any Personal Data unattended;
 - c) ensuring that staff use appropriate secure passwords for logging into systems or databases containing the Personal Data;
 - d) ensuring that all IT equipment is protected by antivirus software, passwords and suitable encryption devices where appropriate;
 - e) ensuring that any Personal Data is stored and transferred (including where stored or transferred on portable devices or removable media) securely, using appropriate technical and organisational measures to guard against unauthorised or unlawful access to or processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data;
 - f) limiting access to relevant databases and systems to those of its officers, staff, agents and sub-contractors who need to have access to the Personal Data, and ensuring that measures are in place to prevent inappropriate access when individuals are no longer engaged by the Hotcourses Group;
 - g) ensuring all staff handling Personal Data have been made aware of their responsibilities with regards to handling of Personal Data;
 - h) keeping a log of all Processing of Personal Data in connection with the Services (and providing the Hotcourses Group with a copy of the log on request).
 - i) conducting regular (not less than annually) threat assessments
 - j) on request, providing clients with a written description of any such technical and organisational measures prior to initial receipt of the Personal Data, and from time to time as required;

8. If the Hotcourses Group transfers any Personal Data to a specific agent or sub-contractor (the “sub-processor”), it acknowledges that it will be responsible for the relationship with the sub-processor and will be primarily liable for the actions or omissions of the sub-processor. Any such sub-processor will enter into a written agreement with the Hotcourses Group that reflects the terms and obligations set out in this Data Processing Standard before any Personal Data is

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transferred. The sub-processor shall not be allowed to retain or use the Personal Data for any purposes other than the provision of a specific pre-agreed element of the overall Services.

9. The Hotcourses Group will not transfer any Personal Data outside the European Economic Area (EEA) or any country not deemed adequate by the European Commission pursuant to Article 45 of the GDPR 201/679, without implementing additional procedures, measures and/or contractual provisions and ensuring the adequacy of protection of such Personal Data.
10. For all activities where the Hotcourses Group is the data controller, the Hotcourses Group will have procedures to respond to requests for access to Personal Data, complaint relating to the use of Personal Data (whether from a Data Subject or a regulator), or a request made under the Freedom of Information Act 2000 or Environmental Information Regulations 2004. For any activity the Hotcourses Group acts as the data processor, the Hotcourses Group will have procedures to pass on such requests to the data controller within 5 working days of receipt.
11. For all activities where the Hotcourses Group is the data controller the Hotcourses Group will established a procedure to notify the regulator within the 72 hours of becoming aware of any security breach, including any inappropriate use of or disclosure of Personal Data. In respect of any breach of Personal Data of which the Hotcourses Group is the data processor, the Hotcourses Group will notify the data controller within 24 hours and cooperate with the data controller to investigate the cause of and mitigate the effects of any such security breach. The notification will include at least the categories of data, the number of Data subjects affected and the records concerned, as well as the likely consequences of the breach and any steps taken to address or mitigate the effects of the breach.
12. The Hotcourses Group may conduct or procure an inspection or audit of the activities and data protection measures to ensure that the processors and its sub-processors are fully compliant with these obligations. The Hotcourses Group processors will implement any measures reasonably directed by the Hotcourses Group to ensure compliance with these clauses.
13. For the processing activities where the Hotcourses Group is the data processor, we will co-operate fully with the data controller should they wish to conduct or procure an inspection or an audit of the activities and data protection measures. The Hotcourses Group will implement any measures reasonably directed by the data controller to ensure compliance with these clauses

14. For processing activities where the Hotcourses Group is the data controller, the Hotcourses Group is liable for compliance

15. Definitions:

“Data Controller” means any natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

“Data Processor” means any natural or legal person, public authority, agency or other body which processes Personal Data on behalf of a Controller.

“Processing” means every operation or set of operations which is performed with regard to Personal Data, including without limitation the collection, recording, organization, storage, adaptation, alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, combining, linking to other data, blocking, erasure or destruction of Personal Data.

“GDPR” means the General Data Protection Regulation (GDPR).

“DP Law” means (i) the Data Protection Act 2018, (ii) until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing measure or secondary legislation from time to time applicable, in the UK, then (iii) any successor legislation to the GDPR and/or the Data Protection Act 2018.

“Personal Data” means any information that can identify a person as defined in the GDPR.

“Data Subject” / Users Data - means any Data Subject who supplies Personal Data to Hotcourses Group in order to use the Hotcourses’ Group Platforms or services.

“Purpose” means the purpose for which the Personal Data was collected as specified in the website privacy notice

“Client” means any natural or legal person, public authority, agency or other body which uses Hotcourses Group platform to promote their business and/or learning opportunities and have agreed to the Hotcourses Group Terms and Conditions.