

Data Processing Agreement

TPS/CTPS Checker, Managed Checks and API Services

Version 2.0 – 2 August 2026

1. About this Agreement

- 1.1 This Data Processing Agreement (this “DPA”) sets out the terms on which 121prodata Ltd (“121prodata”, “we”, “us”) processes personal data on behalf of a Client using the TPS/CTPS Checker, TPS/CTPS Managed Checks, the TPS/CTPS API and Credits Available API (together, the “Services”).
- 1.2 This DPA reproduces clause 7 (Data Protection) of 121prodata’s Terms and Conditions of Business, version 2.0, dated 2 August 2026 (the “Terms”), available at www.121prodata.co.uk/terms-and-conditions. It applies automatically to every Client using the Services, alongside the Terms, without any separate signature being required. **If there is any conflict or inconsistency between this DPA and the Terms, the Terms will prevail, and the version of the Terms current at the relevant time will govern.**
- 1.3 All capitalised terms used but not defined in this DPA have the meaning given in the Terms. In particular: “Client” means the person or organisation using the Services; “Documentation” means the API documentation, user guides and specifications published by 121prodata from time to time; “TPS/CTPS Register” means the Telephone Preference Service and Corporate Telephone Preference Service registers operated by the Telephone Preference Service Limited; and “User Data” means any data, including telephone numbers and any associated personal data, that the Client or an Authorised User submits to the Services for checking or processing.

2. Data Protection Terms

The following clauses 2.1 to 2.14 reproduce clause 7 of the Terms in full. The corresponding Terms clause number is shown in grey after each provision for reference.

- 2.1 This clause applies to the extent that 121prodata processes personal data on the Client’s behalf as part of the Services (in particular, telephone numbers and any associated personal data submitted as User Data for checking against the TPS/CTPS Register). For this processing, the Client is the controller and 121prodata is the processor, each as defined in UK GDPR. Where 121prodata processes personal data about the Client’s own personnel or billing contacts to administer the Client’s account and the Agreement, 121prodata acts as controller of that data in its own right; a list of the processors 121prodata uses in that capacity (currently including Microsoft 365, Google Workspace, CapsuleCRM, Lemlist and Xero) is available in 121prodata’s Privacy Notice. *[Terms clause 7.1]*
- 2.2 **Subject matter, duration, nature and purpose.** The subject matter of the processing is the User Data submitted by the Client to the Services. The duration of the processing is the term of the Agreement between the Client and 121prodata, plus any period afterwards during which 121prodata retains User Data in accordance with clause 2.10 of this DPA. The nature and purpose of the processing is the checking of telephone numbers (and any associated data) against the TPS/CTPS Register and the provision of the resulting Deliverables to the Client, together with any related technical processing (such as logging and API request handling) reasonably necessary to provide the Services. *[Terms clause 7.2]*
- 2.3 **Types of personal data and categories of data subjects.** The personal data processed will typically consist of telephone numbers and, where the Client chooses to submit them, associated identifiers such as name or account reference. The data subjects are the individuals whose telephone numbers the Client submits for checking, who will typically be the Client’s own customers, prospective customers or other contacts. *[Terms clause 7.3]*

- 2.4 Client warranty.** The Client warrants that it has, and will maintain, a lawful basis under the Data Protection Legislation for submitting User Data to 121prodata and for the processing described in this DPA, and that it has provided any notices and obtained any consents required for that processing. *[Terms clause 7.4]*
- 2.5 Processing on instructions.** 121prodata will process User Data only on the Client's documented instructions, including in relation to transfers of personal data to a country outside the UK, unless required to do otherwise by UK law, in which case 121prodata will (unless prohibited from doing so) notify the Client before processing, and using the Services in accordance with the Terms and the Documentation constitutes such an instruction. *[Terms clause 7.5]*
- 2.6 Confidentiality.** 121prodata will ensure that any person authorised to process User Data is subject to a duty of confidentiality. *[Terms clause 7.6]*
- 2.7 Security.** 121prodata will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, having regard to the state of the art, the cost of implementation and the nature, scope, context and purposes of the processing, and having regard in particular to the risk of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, User Data. *[Terms clause 7.7]*
- 2.8 Sub-processors.** The Client authorises 121prodata to engage the sub-processors listed in the table below in connection with User Data. 121prodata grants the Client a general authorisation to be notified of, and to object on reasonable data protection grounds to, any additional or replacement sub-processor, on at least 30 days' notice of the intended change. 121prodata will impose data protection terms on any sub-processor that are no less protective than those in this DPA, and will remain liable to the Client for that sub-processor's performance. *[Terms clause 7.8]*

Sub-processor	Role	Location
Telephone Preference Service Limited	Operator of the TPS/CTPS Register	United Kingdom
Namesco (Team Blue Internet Services UK Ltd)	Hosting of website, C/TPS checker and API user data	United Kingdom
Microsoft 365 / Google Workspace / Huddle (Ideagen)	Receipt, storage or exchange of User Data submitted for Managed Checks other than via the website or API	United Kingdom

Where the Client chooses to transmit User Data using its own secure file transfer facility (for example, Egress), that facility is the Client's own arrangement and not a 121prodata sub-processor; 121prodata's obligations under this DPA apply to that User Data from the point 121prodata receives it.

- 2.9 Assistance.** Taking into account the nature of the processing, 121prodata will assist the Client, at the Client's reasonable cost, by appropriate technical and organisational measures, in responding to requests from data subjects exercising their rights, and in complying with the Client's obligations relating to the security of processing, breach notification, data protection impact assessments and prior consultation with the ICO, taking into account the information available to 121prodata. *[Terms clause 7.9]*
- 2.10 Deletion or return.** At the Client's written election on termination of the Agreement, 121prodata will delete or return all User Data to the Client, and will delete existing copies, unless UK law requires 121prodata to retain some or all of that data, in which case 121prodata will isolate and protect that data from further processing except as required by that law. *[Terms clause 7.10]*
- 2.11 Personal data breach.** 121prodata will notify the Client without undue delay after becoming aware of a personal data breach affecting User Data, and will provide reasonable information to help the Client meet any obligation to notify the ICO or affected data subjects. *[Terms clause 7.11]*
- 2.12 Audit and records.** 121prodata will make available to the Client all information reasonably necessary to demonstrate compliance with this DPA, and will allow for and contribute to audits, including inspections, conducted by the Client or an auditor mandated by the Client, on reasonable prior written notice, no more

than once in any 12-month period (save where an audit follows a personal data breach), during normal business hours and subject to reasonable confidentiality safeguards. *[Terms clause 7.12]*

2.13 International transfers. User Data is currently hosted exclusively within the United Kingdom, via Namesco as described in clause 2.8 of this DPA, and is not transferred outside the UK. If this changes, 121prodata will ensure any transfer is subject to appropriate safeguards recognised under UK GDPR, such as the UK International Data Transfer Addendum, an adequacy decision, or another lawful transfer mechanism, and will update the Client accordingly. *[Terms clause 7.13]*

2.14 Interaction with liability clause. Nothing in this DPA limits either party's liability to a data subject under the Data Protection Legislation. As between the parties, each party's liability for breach of this DPA is subject to clause 13 (Limitation of Liability) of the Terms. *[Terms clause 7.14]*

3. Governing Law and Contact

3.1 This DPA is governed by the law of England and Wales, on the same basis as clause 19 (Governing Law and Jurisdiction) of the Terms.

3.2 If you have any questions about this DPA or about how 121prodata processes personal data, please contact us at privacy@121prodata.co.uk, or see our Privacy Notice at www.121prodata.co.uk/privacy-policy.