

TOGIP™ Services Privacy Policy

Scope

This policy covers the privacy practices that TOGIP™ employ when providing support, consultation, or other services to its customers. TOGIP™ established this privacy policy to clarify the use of information to which it may be provided access to provide services.

Customer Information and Services Data

Customer Information is information that we may collect from your use of TOGIP™ websites and your interactions with us online or offline. We deal with customer information according to the terms of our [general privacy policy](#).

Services Data is data that resides on TOGIP™, customer or third-party systems to which TOGIP™ is provided access to perform services (including test, development and production environments that may be accessed to perform TOGIP™ consulting and support services). TOGIP™ treats services data according to the terms of this policy and treats services data as confidential in accordance with the terms of your order for services.

To illustrate the difference between customer information and services data, when a customer contracts with TOGIP™ for software services, the customer provides information about itself, including its name, address, billing information, and some employee contact information. TOGIP™ may also collect other information about the customer and some employees, for example through its web sites, as part of that interaction. All of that information is customer information and is treated according to [TOGIP™'s general privacy policy](#).

In contrast, having contracted with TOGIP™ for Cloud or other services, the customer provides TOGIP™ access to its production, development or test environment, which may include personal information about its employees, customers, partners or suppliers (collectively "end users").

How TOGIP™ Collects and Uses Services Data

Below are the conditions under which TOGIP™ may access, collect and/or use services data.

To Provide Services and to Fix Issues. Services data may be accessed and used to perform services under your order for support or consultation and to confirm your compliance with the terms of your order. This may include testing and applying new product or system versions, patches, updates and upgrades; monitoring and testing system use and performance; and resolving bugs and other issues you have reported to TOGIP™. Any copies of services data created for these purposes are only maintained for time periods relevant to those purposes and deleted thereafter.

As a Result of Legal Requirements. TOGIP™ may be required to retain or provide access to services data to comply with legally mandated reporting, disclosure or other legal process requirements.

TOGIP™ may transfer and access services data globally as required for the purposes specified above. If TOGIP™ hires subcontractors to assist in providing services, their access

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to services data will be consistent with the terms of your order for services and this services privacy policy. TOGIP™ is responsible for its subcontractors' compliance with the terms of this policy and your order.

TOGIP™ does not use services data except as stated above or in your order. TOGIP™ may process services data but does not control your collection or use practices for services data. If you provide any services data to TOGIP™, you are responsible for providing any notices and/or obtaining any consents necessary for TOGIP™ to access, use, retain and transfer services data as specified in this policy and your order.

Security and Breach Notification

TOGIP™ is committed to the security of your services data and to reducing risks of human error, theft, fraud, and misuse of TOGIP™ facilities. TOGIP™' efforts include making personnel aware of security policies and training employees to implement security policies. TOGIP™ employees are required to maintain the confidentiality of services data. Employees' obligations include written confidentiality agreements, regular training on information protection, and compliance with company policies concerning protection of confidential information.

TOGIP™ promptly evaluates and responds to incidents that create suspicions of unauthorised handling of services data. TOGIP™ are informed of such incidents and, depending on the nature of the activity, define escalation paths and response teams to address the incidents. If TOGIP™ determines that your services data has been misappropriated (including by an TOGIP™ employee) or otherwise wrongly acquired by a third party, TOGIP™ will promptly report such misappropriation or acquisition to you.

Dispute Resolution

If you have any complaints regarding our compliance with this privacy policy, you should first [contact us](#). We will investigate and attempt to resolve complaints and disputes regarding use and disclosure of personal information in accordance with this privacy policy.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our Data Protection Officer.

Compliance

ACOMOS™ has appointed a Data Protection Officer. If you believe your services data has been used in a way that is not consistent with this policy, or if you have further questions related to this policy, please contact the Data Protection Officer [by email](#). Written enquiries may be addressed to:

Data Protection Officer

120 – 122 Braymere Road
Hampton,
Peterborough, PE7 8NB