



Vepple - The Personalised Virtual Experience

# Data Processing Schedule

(v04a - 29/10/2025 - 12:00)

t: (0)113 205 3750  
e: hello@vepple.com  
w: www.vepple.com

Revolution Viewing Ltd  
Consort House  
12 South Parade  
Leeds  
LS1 5QS

Registered in England & Wales as  
Revolution Viewing LTD, trading as Vepple.  
Company Reg. No: 5247496  
VAT no. 865410230

# Revolution Viewing Terms and Conditions

## Data Processing Schedule

Revolution Viewing Ltd (Revolution Viewing) and its associated companies use personal data for the provision of its Vepple Platform. This addendum applies where specified in an Agreement Schedule. The defined terms in the applicable Customer Terms and Agreement Schedule shall also apply to this document.

Revolution Viewing's provision of services under the Revolution Viewing terms includes a number of different elements, and the basis on which the Personal Data of Customer's users (Admin Users and Visitors) is processed will differ between these elements. Revolution Viewing may act as a Data Controller or (where the Customer is the Data Controller) a Data Processor for its Customers. The terms below set out how Revolution Viewing and Customers agree to act in respect of Personal Data used for the purposes of the Revolution Viewing terms.

The basis on which the Personal Data of Visitors is used is as follows:

### 1. The use of Visitor's Personal Data for Visitor Services.

When a Visitor registers on the Vepple Platform, including entering information into a data capture form, they agree to the terms of use. The Visitor's access is under an agreement with the Customer, and Revolution Viewing provides access as a Data Processor for the Customer. Revolution Viewing confirms to Visitors that the platform is provided for the Customer and the Customer is the Data Controller for the use of Visitor Personal Data at that point. The Visitors will enter information under the terms of the agreement, which will be held for the Customer. Where Visitor data is used for the purposes of Visitor Services, Customers will be the Data Controller and Revolution Viewing is the Data Processor.

### 2. The Provision of Personal Data by a Customer

A Customer may provide Revolution Viewing with Personal Data for Revolution Viewing to process or update. Revolution Viewing will hold the Admin Users' Personal Data as the Data Controller, and the Customer warrants that it has confirmed to the Admin Users that their Personal Data will be processed by Revolution Viewing for the purposes of the services.

## Data Processing Terms

Where Revolution Viewing acts as a Data Processor for the Customer, Revolution Viewing shall comply with the obligations set out in these Data Processing Terms.

The following additional definitions shall apply:

Definition	Definition Description
"Data Protection Legislation"	laws and regulations that apply in relation to the Processing of Personal Data, including (without limitation) the Data Protection Act 2018 and any additional or replacement legislation coming into effect from time to time (including but not limited to the GDPR);
"Data Controller"	has the meaning set out in the Data Protection Legislation;

"Data Processor"	has the meaning set out in the Data Protection Legislation;
"GDPR"	the General Data Protection Regulation UK GDPR;
"Personal Data"	has the meaning set out in the Data Protection Legislation;

## 1. Data Protection Addendum Terms

- 1.1 The protection and lawful use of Personal Data is of paramount importance to Revolution Viewing and the Customer, and both parties will ensure that any Personal Data they hold is secure and managed in accordance with all legal obligations. Revolution Viewing takes data management very seriously and ensures that all of its customers and suppliers do. This Addendum reflects Revolution Viewing's contractual commitment, which is part of its overall data protection processes.
- 1.2 Revolution Viewing and the Customer agree to perform obligations under the Agreement between the parties whilst adhering to the requirements of the Data Protection Legislation. Both parties agree to comply with all aspects of the Data Protection Legislation and that in the event that any provision of the agreement would contradict the Data Protection Legislation, it will be treated as being subject to the Data Protection Legislation.
- 1.3 The use of Personal Data is as set out above and in the Agreement Schedule. Revolution Viewing will collect and process the information on Admin Users and Visitors in accordance with and subject to its Privacy Policy. All Admin Users and Visitors shall have access to the Privacy Policy via the Vepple Platform. Each party will process any information where it acts as a Data Processor for the other in accordance with the Data Controller's written instructions and at all times take appropriate technical and operational security measures to protect any personal data.
- 1.4 Personal Data provided to a third-party service provider will be provided either under a processor agreement where they will be a Data Processor or a sub-Data Processor or collected by them subject to their own data protection policies, and they will be the Data Controller of the same. They are obliged to comply with the provisions of the Data Protection Legislation in relation to the data they hold in all cases.

## 2. Revolution Viewing Data Processing

- 2.1 Where Revolution Viewing Processes Personal Data under this agreement as a Data Processor for the Customer (who remains as the Data Controller), Revolution Viewing will
  - solely process the Personal Data for the provision of the services under the agreement and in compliance with the Customer's written instructions;
  - notify the Customer promptly if Revolution Viewing becomes aware that any instructions of the Customer relating to the processing of Personal Data are unlawful;
  - notify the Customer of any request by a data subject to exercise a right under the Data Protection Legislation relation to the Customer's data;
  - ensure that any persons (including sub-processors) used by Revolution Viewing to process the Customer's data are subject to legally binding obligations of confidentiality in relation to the Personal Data;
  - be authorised to engage a sub-contractor to carry out any processing of Personal Data, provided that such sub-contractor shall meet all obligations of Revolution Viewing;

- use Personal Data solely in accordance with the basis for lawful processing which applies to that data;
- take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, taking into account the harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Personal Data to be protected;
- taking into account the nature of the data processing activities undertaken, provide reasonable assistance and cooperation (including, without limitation, putting in place appropriate technical and organisational measures) to enable the Customer to fulfil its obligations to respond to requests from individuals exercising their rights under the Data Protection Legislation;
- assist the Customer in ensuring compliance with its obligations under the Data Protection Legislation and
- make available to the Customer all information necessary to demonstrate compliance by Revolution Viewing and/or the Customer with the Data Protection Legislation and allow for and contribute to audits, including inspections, conducted by or on behalf of the Customer or by the Information Commissioner's Office pursuant to Article 58(1) of the GDPR.

### **3. Data Breach**

In the event of a data breach, the relevant party must handle it reasonably, taking into account the interests of all parties and in accordance with the Data Protection Legislation. Revolution Viewing and the Customer must inform each other of any relevant data breach without undue delay, and no later than 24 hours after becoming aware of it.

The notification must include sufficient information about the data breach and any mitigating actions taken for the other party to assess the severity of the data breach, the risk posed to data subjects, the appropriateness of the steps being taken to remedy the data breach, mitigate any risk arising out of it and prevent it from recurring, and the likelihood of any further data breaches.

If required and reasonable, the parties will work together as required to minimise the impact, perform mitigating actions and put in place mitigating controls as soon as possible.

### **4. Subject Access Request**

Revolution Viewing and the Customer shall deal with all enquiries, requests, complaints, and investigations by Data Subjects or any regulators relating to the data. Should the other party receive any such enquiry, that party shall, without undue delay (and no later than 3 working days), forward that enquiry to the other party where relevant. The other party will support resolving the request as needed.

### **5. Security Measures**

The parties shall provide adequate protection of the Personal Data regarding technical and organisational security measures. The parties must ensure that the security measures are appropriate to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against all other unlawful forms of processing and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected, having regard to the state of the art and the cost of their implementation.

The Customer shall ensure that the requirements and obligations in the Contract Schedule are met.

## **6. International Data Transfer**

Where a party exports Personal Data outside the EEA, the data exporter shall and shall procure that sub-contractors or third parties acting on the data exporter's behalf who is processing Personal Data comply at all times with the Data Protection Legislation and shall not perform its or their obligations under the Agreement in such a way as to cause the Parties hereto to breach any of their respective obligations under the Data Protection Legislation.