

# Data Processing Agreement

## Tide Platform Limited

Last modified: 08 November 2021

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### General

Tide Platform Limited offers this Data Processing Agreement (“**DPA**”) that reflects our requirements as a processor of Member Data and which applies between Members (“**you**”) and Tide (together, “**the parties**”) when you use the products and services available on **the Tide Platform** (as defined in the [Tide Privacy Policy](#)) and share the personal data of your employees, customers or other persons with Tide (“**Member Personal Data**”). If you’d like to execute a signed version of this agreement, please reach out to us at [dpo@tide.co](mailto:dpo@tide.co).

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### Definitions

1. In this DPA:
    1. “**Tide**” means Tide Platform Limited of 5th Floor, 1 Appold Street, EC2V 2UT, London, United Kingdom;
    2. “**Member**” means you when using the Tide Platform under our terms and any other agreements (the “**T&Cs**”);
    3. “**Controller**”, “**data subject**”, “**personal data**”, “**process/processing**” and “**processor**” shall have the same meanings as in Data Protection Laws;
    4. “**EU Transfer Clauses**” means the Standard Contractual Clauses approved by EC Commission Decision of 4 June 2021, as may be amended from time to time, for the transfer of personal data from the European Economic Area (“**EEA**”) to a third party country;
    5. “**UK Transfer Clauses**” means the Standard Contractual Clauses approved by EC Commission Decision of 5 February 2010, as may be amended from time to time, for the transfer of personal data from the EEA to a third party country;
    6. “**Data Protection Laws**” means all laws and regulations, including of the European Union, the European Economic Area, their member states and the United Kingdom, applicable to the processing of personal data, including the GDPR and Data Protection Act 2018; and
    7. “**GDPR**” means European Union Regulation (EU) 2016/679.
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### Our Obligations

2. Relationship of the parties. You will act as Controller of personal data and Tide will act as Processor with regard to Member Personal Data.
3. Your obligations. You are responsible for obtaining all necessary consents, licences and valid legal bases under Data Protection Laws in relation to the Member Personal Data, and for providing Tide with instructions to process the Member Personal Data.

4. Tide's obligations. As your Processor, we agree to:
- a. only process Member Personal Data in accordance with this DPA and your instructions;
  - b. promptly and without undue delay inform you if any instructions you provide infringe Data Protection Laws;
  - c. implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks presented by the processing, such as protection against accidental or unlawful destruction, loss, alteration or unauthorised disclosure of, or access to, Member Personal Data;
  - d. only allow our employees, agents or subcontractors ("**Personnel**") access to Member Personal Data as required and ensure Personnel are under obligations of confidentiality;
  - e. promptly notify you of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Member Personal Data in our possession or under our control;
  - f. provide you with reasonable assistance in respect of a security breach and all information in our possession concerning the security breach;
  - g. assist you, when reasonably requested, in relation to data protection impact assessments, responses to data subjects' requests to exercise their rights under Data Protection Laws and engagement with supervisory authorities. You shall reimburse us for commercially reasonable costs arising from this assistance; and
  - h. maintain records of our processing activities as required by the Data Protection Laws and make such records available to the applicable supervisory authority upon request; and

5. Sub-processors

- a. You agree to our use of sub-processors when processing personal data, a list of which can be found upon request at [dpo@tide.co](mailto:dpo@tide.co) ("List of Tide Sub-processors"). We shall require our sub-processors, and any future sub-processors, to comply with terms that are substantially similar to those imposed on us in this DPA, and we shall be liable for any acts, errors or omissions of a sub-processor.
- b. We may add or remove sub-processors at any time by updating the List of Tide Sub-Processors. We will indicate on the List of Tide Sub-Processors what has changed and when. You may object to a new sub-processor by contacting us at [dpo@tide.co](mailto:dpo@tide.co) so we can reach a solution to the objection within a reasonable time period.

6. Audit. We shall, in accordance with Data Protection Laws, provide information demonstrating our compliance with the obligations of data processors upon your reasonable request. You may exercise your right of audit under Data Protection Laws by requesting us to provide an audit report or certification not older than 12 months by an auditor demonstrating that our technical and organisational measures are in accordance with our regulatory standards.

7. Processing details. Details of the personal data and processing activity are as follows:

Purpose, scope and nature of the processing	For the purposes of delivering the products and services available on the Tide Platform as described in the <a href="#">T&amp;Cs</a> .
Types of personal data	Personal details, contact information, bank account and card details and any other personal data you provide to Tide that is not related to you personally.
Duration of the processing	For the duration of the <a href="#">T&amp;Cs</a> between the parties.
Data subjects	Your employees, customers and/or other persons' personal data you provide to Tide that is not related to you personally.

Details of special category data	No special category data will be processed.
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## International Transfers of personal data

8. Where personal data is processed by the parties outside of the United Kingdom, the EEA or an Adequate Country, the parties agree to comply with the EU Transfer Clauses (for EU to third country transfers) or the UK Transfer Clauses (for UK to third country transfers). The party transferring data internationally will be the Data Exporter and the party receiving data will be the Data Importer.

9. In the event that the EU Transfer Clauses or the UK Transfer Clauses are not sufficient to safeguard the transfer due to laws applicable to the Data Importer, the parties will implement any additional supplementary, technical, contractual and/or policy measures as may be required to ensure the personal data is protected to a standard equivalent to that afforded by Data Protection Laws.

10. You agree to allow and authorise us to employ sub-processors that are outside of the United Kingdom, the EEA or an Adequate Country. We will put in place the Standard Contractual Clauses or an alternative appropriate mechanism to transfer Member Personal Data to those sub-processors.

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## Other important terms

11. Liability. The liability provisions contained within the [T&Cs](#) shall apply to this DPA.

12. Effective Date. This DPA is incorporated into the [T&Cs](#) and will commence upon the effective date of the applicable agreement, and will continue for the duration of that agreement.

13. Conflicts. If any terms of this DPA conflict with those in the [T&Cs](#), this DPA will prevail. If any terms of this DPA conflict with those in the EU Transfer Clauses or the UK Transfer Clauses the latter will prevail.

14. Updates. We may update the terms of this DPA from time to time, so you should check this webpage periodically for any changes. We will indicate when the terms were last modified.

15. Severability. If any provision of this DPA is held to be illegal, unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this DPA will remain in full force and effect.

16. Governing law. This DPA shall be governed by the laws governing the [T&Cs](#).

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## Tide as a data controller

17. Data Controller. Tide may use certain Member Personal Data, such as names of your employees, transactions made via the Expense Cards service as defined in the [T&Cs](#), and other personal data the processing of which may be necessary for Tide to:

17.1 Detect and prevent fraud, money laundering, financial and other criminal activities on the Tide Platform;

17.2 Verify the identity of individuals making use of or benefitting from Tide's products and services;

17.3 Comply with other legal obligations that Tide is subject to.

When Tide processes Member Personal Data for the abovesaid purposes, Tide acts as a data controller and the terms of the current Data Processing Agreement will not apply to the processing of that personal data.