Information on GDPR

Version 1.0

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Glossary

“Affiliate” means any entity that directly or indirectly controls or is controlled by either one of us, or is jointly controlled with either you or I Am Genius.

“Applicable Law” means the laws of United Kingdom and any laws and regulations, as may be amended from time to time, that apply to the provision or receipt of a Service, including The Bribery Act 2010.

“Business Day” means any day generally seen locally in the place where a Service is provided as a working day and excluding national, public and bank holidays. If one of us is supposed to do something on a day that is not a Business Day, then they will need to do it on the next Business Day.

“Charges” mean the fees and charges that you pay in relation to a Service.

“Claim” means any legal claims, actions or proceedings against one of us, whether threatened or actual, whether by a third party or the other party to the Contract.

“Contract” means the agreement between you, and I Am Genius for Services;

“Customer” means the party with whom I Am Genius contracts to provide the Service.

“Customer Contact” means any individuals authorised to act on your behalf for Service management matters.

“Customer Personal Data” means only the proportion of Personal Data where you are the Controller and that I Am Genius needs to Process on your behalf as a Processor in providing the Services to you under the Contract.

“Data Protection Clause” means these provisions of Data Protection, that are an extension of your contract.

“Data Protection Legislation” means collectively (i) any applicable laws of the United Kingdom, which means the Data Protection Act, 2018 and its amendments.
(ii) any applicable local laws relating to the Processing of Personal Data and the protection of an individual's privacy,

(iii) the General Data Protection Regulation, and

(iv) any binding guidance or code of practice issued by a Supervisory Authority.

“Incident” means an unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.

“I Am Genius/Genius Telecoms” means I Am Genius Business Ltd. And I am Genius Ltd trading as Genius Telecoms Ltd.

“I Am Genius Equipment” means any equipment and any related Software that I Am Genius owns or that is licensed to I Am Genius and that I Am Genius uses to provide the Services;

“I Am Genius Network” means the communications network owned or leased by I Am Genius and used to provide a Service;

“I Am Genius Privacy Policy” means the policy that I Am Genius has implemented and may update from time to time on how it Processes Personal Data and that is set out at: www.geniustelecoms.co.uk.

“Information Commissioner’s Office (ICO)” means UK’s independent authority set up to uphold information rights in the public interest, promoting openness by public bodies and data privacy for individuals.

“Notice” means any notice to be given by one of us to the other in accordance with the provision, if there is one, in your Contract that sets out how notice will be given by either one of us under the Contract.

“Open-Source Software” means software I Am Genius has distributed to you that is licensed under a separate open-source license.

“Order” means any order or part of an Order you give to I Am Genius that is accepted by I Am Genius for one or more Services;

“Purchased Equipment” means any equipment, including any Software, that I Am Genius sells or licenses to you.

“Service” and “Services” means any service or services that I Am Genius provides under the Contract. If relevant, it includes a service for a particular Site, or a part or component of a Service and may also include content that I Am Genius has provided to you as well as Purchased Equipment.

“Site” means any place identified in your Contract from or to which I Am Genius provides a Service.

“Software” means any software in object code format only, and related documentation (whether on tangible or intangible media) that I Am Genius provides to you as part of a Service. It includes any embedded software, but it excludes Open Source Software.

“Sub-Processor” means a I Am Genius Affiliate, or I Am Genius’s supplier or subcontractor that I Am Genius engages to Process Customer Personal Data for the purposes of the Contract.

“GDPR” means the General Data Protection Regulation as applicable as part of UK domestic law by virtue of section 3 of the European
Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended), as amended or replaced.

“Subject Access Request” means the right to access and receive a copy of the personal data, and other supplementary information of the customer that we hold.

1. A note on “you”

1.1 ‘You’ and ‘your’ means you, the Customer of I Am Genius.

1.2 Phrases that refer to ‘we’, ‘our’, ‘us’, ‘each of us’, ‘each of our’, ‘both of us’, ‘we each’, ‘we will each’, ‘we will both’, ‘whichever of us’, ‘one of us’, ‘neither of us’, ‘either of us’, ‘either of our’, ‘either one of us’ and ‘we both’ mean one or both of I Am Genius Business Ltd along with I Am Genius Ltd. Trading as Genius Telecoms Ltd. and the Customer, whichever makes sense in the context of the sentence.

2. Data Protection

2.1 The following terms each have the meaning given to it in the GDPR: “Binding Corporate Rules”, “Controller”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Processor” and “Supervisory Authority”.

2.2 Whether or not any other provision in the Contract may say something different, for I Am Genius to provide a Service, Personal Data shall mean the following:

2.2.1 used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide; or

2.2.2 transferred by I Am Genius worldwide to the extent necessary to allow I Am Genius to fulfil its obligations under the Contract and you appoint I Am Genius to perform each transfer in order to provide the Services provided that I Am Genius will where necessary implement appropriate transfer mechanisms permitted by Data Protection Legislation, including:

(a) I Am Genius ‘s Binding Corporate Rules (for transfers among I Am Genius Affiliates and transfers from you to I Am Genius if applicable); and

(b) agreements incorporating the relevant standard data protection clauses adopted by the European Commission or the UK Secretary of State

2.3 I Am Genius will be either Controller, Processor or both under the Contract depending on the type of Personal Data Processed and the purpose of the Processing.

2.4 If I Am Genius acts as a Controller:

2.4.1 I Am Genius may collect, Process, use or share Personal Data with I Am Genius Affiliates and Sub-Processors, within or outside the country of origin in order to do any or all of the following:

(a) administer, track and fulfil Orders for the Service.

(b) implement the Service.
(c) manage and protect the security and resilience of any I Am Genius Equipment, the I Am Genius Network and the Services.

(d) manage, track and resolve Incidents with the Service as may be set out in the Contract.

(e) administer access to online portals relating to the Service.

(f) compile, dispatch and manage the payment of invoices.

(g) manage the Contract and resolve any disputes relating to it.

(h) respond to general queries relating to the Service or Contract; or

(i) comply with Applicable Law.

2.4.2 I Am Genius will Process Personal Data in accordance with applicable Data Protection Legislation and as set out in the I Am Genius Privacy Policy and, where applicable, I Am Genius's Binding Corporate Rules; and

2.4.3 I Am Genius may, from time to time, contact the Customer Contact, or other network, IT or procurement manager involved in the procurement or management of the Service, to provide additional information concerning the Service or other similar services.

2.5 If I Am Genius acts as a Processor:

2.5.1 the subject-matter, duration, nature and purpose of the Processing, the type of Customer Personal Data and categories of Data Subjects will be set out in the applicable Annex that can be found online at www.geniustelecoms.co.uk;

2.5.2 in order to perform its obligations under the Contract, I Am Genius will:

(a) Process the Customer Personal Data on your behalf in accordance with your documented instructions as set out in Clause 2.5.1, except where:

(i) Applicable Law requires I Am Genius to Process the Customer Personal Data otherwise, in which case, I Am Genius will notify you of that requirement before Processing, unless to do so would be contrary to that Applicable Law on important grounds of public interest.

(ii) in I Am Genius's reasonable opinion an additional instruction or a change to the instructions provided by you in accordance with Clause 2.5.1 infringes the Data Protection Legislation and I Am Genius will inform you of its opinion without undue delay and will not be required to comply with that instruction.

(b) to protect the Customer Personal Data against a Personal Data Breach, implement technical and organizational security measures, including those that may be set out in the Contract, that are appropriate to the risk represented by I Am Genius's Processing and the nature of the Customer Personal Data being Processed;

(c) provide Notice to you without undue delay after becoming aware of a Personal Data Breach affecting the Customer Personal Data.

(d) assist you in your compliance with the Data Protection Legislation, considering the nature of the Processing of Customer Personal Data and the information available to I Am Genius, relating
(i) its obligation to respond to lawful requests from a Data Subject to the extent practicable.

(ii) the security of the Processing of the Customer Personal Data.

(iii) notification of a Personal Data Breach affecting the Customer Personal Data to the Supervisory Authority or the Data Subjects; and

(iv) a data protection impact assessment as may be required by Data Protection Legislation and prior consultation with the Supervisory Authority,

and you will reimburse I Am Genius's reasonable costs for this assistance except for the assistance set out in Clause 2.5.2 (d) (iii) where a Personal Data Breach affecting the Customer Personal Data occurred as a direct result of a breach of I Am Genius's obligations set out in Clause 2.5.2(b):

2.5.3 Unless Applicable Law requires, I Am Genius to store a copy of the Customer Personal Data, upon expiry or termination of the Contract and at your option, I Am Genius will delete or return the Customer Personal Data within a reasonable time period and you will reimburse I Am Genius's reasonable costs for this deletion or return of the Customer Personal Data:

2.5.4 I Am Genius will make available to you the information demonstrating I Am Genius's compliance with its obligations set out in Clause 2.5, and, subject to 30 days’ Notice from you, allow for and reasonably cooperate with you (or a third-party auditor appointed by you) to audit this compliance at reasonable intervals (but not more than once per year), so long as:

(a) the audit will:

(i) not disrupt I Am Genius's business.
(ii) be conducted during Business Days.
(iii) not interfere with the interests of I Am Genius's other customers.
(iv) not because I Am Genius to breach its confidentiality obligations with its other customers, suppliers or any other organization; and
(v) not exceed a period of two successive business Days.

(b) you (or your third-party auditor) will comply with I Am Genius's relevant security policies and appropriate confidentiality obligations; and

(c) you will reimburse I Am Genius's reasonable costs associated with the audit and, where I Am Genius conducts an audit of its Sub-Processors to demonstrate I Am Genius's compliance with its obligations set out in Clause 2.5, those of its Sub-Processors.

2.5.5 I Am Genius may demonstrate its compliance with its obligations set out in Clause 2.5 by adhering to an approved code of conduct, by obtaining an approved certification or by providing you with an audit report issued by an independent third-party auditor (provided that you will comply with appropriate confidentiality obligations and not use this audit report for any other purpose).

2.5.6 I Am Genius will not disclose Customer Personal Data to a third party unless required for the performance of the Service, permitted under the Contract or otherwise required by Applicable Law.
2.5.7 I Am Genius will ensure that persons authorised by I Am Genius to Process the Customer Personal Data will be bound by a duty of confidentiality.

2.5.8 I Am Genius may use Sub-Processors in accordance with the provision, if there is one, in the Contract that sets out I Am Genius’s right to subcontract the performance of any of its obligations under the Contract and will ensure that data protection obligations in respect of Processing Customer Personal Data equivalent to those set out in Clause 2.5 of this Data Protection Clause will be imposed on any Sub-Processors.

2.5.9 I Am Genius will inform you of proposed changes to I Am Genius’s Sub-Processors from time to time by either:

(a) providing you with online notice of the intended changes at www.geniustelecoms.co.uk and you will have 30 days starting from the first Business Day of the calendar month following the date of the online notice to object to the change; or,
(b) giving you Notice, and you will have 30 days starting from the date of the Notice to object to the change, and if you do not object in accordance with Clauses 2.5.9(a) or 2.5.9(b), you will be deemed to have authorised the use of the new Sub-Processors.

2.5.10 you may object to the use of a new Sub-Processor by giving Notice documenting material concerns that the Sub-Processor will not be able to comply with the Data Protection Legislation, and if such Notice is received within the time required by Clause 2.5.9, we will both address your objection in accordance with the process set out in the provision, if there is one, in the Contract that sets out how you and I Am Genius will deal with disputes, and I Am Genius may use the relevant Sub-Processor to provide the Service until the objection is resolved;

2.5.11 the Contract, including this Data Protection Clause, contains your complete instructions to I Am Genius for the Processing of Customer Personal Data and any additional instructions or changes to the instructions will be incorporated into this Contract:

(a) in accordance with the provision in the Contract that sets out how you may request a change to the Contract to take account of any resulting change in the Charges or the Service; and if there is no such provision,
(b) by agreement between the parties taking into account any resulting change in the Charges or the Service.

2.5.12 you will comply with applicable Data Protection Legislation and will fulfil all the requirements necessary for the provision of the Service by I Am Genius, including providing any notifications and obtaining any regulatory approvals or consents required when sharing Personal Data with I Am Genius; and

2.5.13 you will only disclose to I Am Genius the Personal Data that I Am Genius requires to perform the Service.

2.6 If permitted by Applicable Law:

2.6.1 a party in breach of the Data Protection Legislation or this Data Protection Clause will be liable to the other for any losses, costs and liabilities (including those arising from Claims) incurred or suffered by the other party where those losses, costs and liabilities are caused by, or in connection with, that breach including
where the parties are jointly and severally liable; and

2.6.2 where the parties are jointly and severally liable for a Claim caused by Processing neither party will make any payment or any offer of payment to any Data Subject (including third parties acting on behalf of any Data Subject) in response to any Claim caused by or relating to the Processing of Personal Data, without the prior written agreement of the other party.

2.7 Where each party acts as a Controller in relation to the Processing of Personal Data under the Contract, the parties will not act as joint Controllers (as defined by Data Protection Legislation) in relation to such Processing.

2.8 If I Am Genius proposes amendments to the Contract (in accordance with the provision, if there is one, in the Contract that sets out how the parties may amend the Contract), to reflect changes to I Am Genius’s security measures, policies and processes to enable I Am Genius to comply with the Data Protection Legislation, you will act reasonably and in good faith.

3. General

3.1 The Contract will be amended as set out in this Data Protection Clause and will be updated on www.geniustelecoms.co.uk.

3.2 If there is a conflict between any of the documents in your Contract and this Data Protection Clause, this Data Protection Clause takes precedence.

3.3 This Data Protection Clause is in addition to the terms in the Contract and will be read as one document together with the Contract and the Contract will continue in full force and effect except as amended by this Data Protection Clause.

4. Your right to access your data

Under the Data Protection Act 2018, you have the right to find out what information I Am Genius stores about you. These include the right to:

- be informed about how your data is being used
- access personal data
- have incorrect data updated
- have data erased
- stop or restrict the processing of your data
- data portability (allowing you to get and reuse your data for different services)
- object to how your data is processed in certain circumstances

You also have rights when I Am Genius is using your personal data for:

- automated decision-making processes (without human involvement)
- profiling, for example to predict your behavior or interests

If the customer wishes to know about the kind of data, I Am Genius stores about them, they can request us to share that with them.

The customer can also ask I Am Genius for copies of their personal information, verbally or in writing. This is called the right of access and is commonly known as making a subject access request or SAR. Customers can make a subject access request to find out:

- what personal information I Am Genius holds about you?
- How it is being used?
• Who is it being shared with?
• Where was the data acquired from?

How long will a SAR take?
I Am Genius shall give you a copy of the data it holds about you as soon as possible, and within 30 business days at most. In certain circumstances, for example particularly complex or multiple requests, I Am Genius can take a further 60 business days to provide data. In this case, we shall tell you:
• within 30 business days of your request
• why there’s a delay

How to Submit an SAR?
To submit an SAR you can download the SAR form here. You can download the form and email it to us at customerservice@geniustelecoms.co.uk with the subject line “Subject Access Request”. You can contact us by using the contact information provided below if you have any further questions about making an SAR.

When information can be withheld?
There are some situations when I Am Genius is allowed to withhold information, for example if the information is about:
• the prevention, detection or investigation of a crime
• national security or the armed forces
• the assessment or collection of tax
• judicial or ministerial appointments

I Am Genius does not have to say why we are withholding information.

How much does it cost?
Requests for information are usually free. However, I Am Genius can charge an administrative cost in some circumstances, for example if:
• You’re asking for a large amount of information
• your request will take a lot of time and effort to process

Process for customers to approach I Am Genius with any data breach:
If you think that your data has been misused or that I Am Genius has not kept it secure, they can contact us and inform us about the same.

To report a data breach, you can email us at: legal@geniustelecoms.co.uk

Once you have reported a data breach to us, we will make sure to assist you and investigate the reported breach to the best of our capabilities. We shall also make sure that we investigate and report the breach, if there is any, at the earliest and take all measures to mitigate it in the best possible way.

Contacting ICO
If you think that your data has been misused or that I Am Genius has not kept it secure, You shall inform us of the same by following the process mentioned above.
If you are unhappy with our response or if you need any more advice regarding the same, you may contact the Information Commissioner’s Office (ICO).

ICO’s contact information:
• Email Id: icocasework@ico.org.uk
• Telephone: 0303 123 1113
• Textphone: 01625 545860
• Timing: Monday to Friday, 9am to 4:30pm
• Information Commissioner’s Office: Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.
5. Contacting us
You can reach us out in case of any queries or suggestions.
Customer Services Support Number: 0333 188 1118
For support when you are roaming and need to get in touch with us:
Roaming Support number: 01923 967390
You can also contact us via email at:
customerservice@geniustelecoms.co.uk

You may also for additional assistance message on the Chatbot: www.geniustelecoms.co.uk

Or you may Write to us at: Integer Millennium House Bre Innovation Campus, Bucknalls Lane, Watford, Hertfordshire, United Kingdom, WD25 9XX.