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Data Processing Agreement

Version 1.0, 26 November 2026. THOST standard processor terms under Article 28 of the UK GDPR.

This is a standard agreement. It forms part of the THOST terms of service and applies automatically when you use our services; you do not need to sign it. If your business would like a signed copy, email support@t-host.co.uk and we will countersign one. It follows the ICO's guidance on what a controller-processor contract must contain.

1. Who this agreement is between

1.1 This agreement is between **THOST**, a sole trader in the United Kingdom (support@t-host.co.uk; postal address on request) (“THOST”, “we”), and the customer who holds a THOST account (“the Customer”, “you”).

1.2 It applies whenever THOST processes Customer Personal Data on your behalf while providing the services you order: web hosting, email, DNS, VPS, Storage Box, game servers, Discord bot hosting and related services (“the Services”).

1.3 For this processing, you are the controller and THOST is your processor. THOST is the controller of your own account, billing and support data, which our privacy policy covers; this agreement does not apply to that data.

2. Definitions

2.1 “UK GDPR” and “Data Protection Act” mean the UK General Data Protection Regulation and the Data Protection Act 2018, as amended. “Data Protection Law” means them and any other UK law on personal data that applies.

2.2 “Customer Personal Data” means personal data that you, or people you allow, store or process using the Services, such as data about your website's visitors, your email correspondents, your own customers and your game's players.

2.3 “personal data”, “controller”, “processor”, “data subject”, “processing” and “personal data breach” have the meanings in the UK GDPR. “Sub-processor” means another processor THOST engages to process Customer Personal Data.

3. Details of the processing

3.1 The subject matter, duration, nature and purpose of the processing, the types of personal data and the categories of data subjects are set out in Annex 1.

4. Your instructions

4.1 THOST processes Customer Personal Data only on your documented instructions, including about transfers outside the UK, unless UK law requires otherwise; in that case we will tell you before processing, unless the law forbids it. Your instructions are: the terms of service and this agreement; the way you set up and use the Services (for example the sites, mailboxes and servers you create, and the settings you choose); and any further reasonable written instructions you give us by email or support ticket.

4.2 We will tell you straight away if, in our opinion, an instruction infringes Data Protection Law.

4.3 You are responsible for having a lawful basis for the processing, for giving the information that data subjects must receive, and for the accuracy and lawfulness of the Customer Personal Data. The Services are not designed for special category or criminal offence data; if you store it, you are

responsible for deciding that our security measures are appropriate and for adding your own (for example, encrypting it before upload).

5. Confidentiality

5.1 THOST ensures that everyone it authorises to process Customer Personal Data is bound by a duty of confidentiality, by contract or by law, and processes it only as this agreement allows.

6. Security

6.1 THOST takes the technical and organisational measures required by Article 32 of the UK GDPR, which are described in Annex 2, taking into account the state of the art, the cost, the nature, scope, context and purposes of the processing and the risks to people. We may change them, but never in a way that lowers the overall level of protection.

7. Sub-processors

7.1 You give THOST general written authorisation to use sub-processors. The current list is in Annex 3 and at www.t-host.co.uk/data-protection/.

7.2 We will tell you of any intended addition or replacement by email to your account address, and update the list, at least 30 days before the new sub-processor starts processing Customer Personal Data.

7.3 You may object on reasonable data protection grounds by emailing support@t-host.co.uk within that period. We will try to resolve the objection. If we cannot, you may cancel the affected Services before the change takes effect and we will refund any amount you have paid for the time after cancellation.

7.4 THOST imposes on each sub-processor, by contract, data protection obligations that give at least the protection required by Article 28(3) of the UK GDPR, and remains liable to you for the sub-processor's performance of them.

8. Helping you with data subjects' requests

8.1 Taking into account the nature of the processing, THOST helps you, with appropriate technical and organisational measures where possible, to answer requests from people exercising their rights. The Services let you access, export, correct and delete Customer Personal Data yourself (through the dashboard, the control panel, SFTP and downloads).

8.2 If THOST receives a request about Customer Personal Data directly, we will pass it to you without undue delay (normally within 5 working days) and will not answer it ourselves except on your instructions or where the law requires.

9. Helping you with security, breaches and assessments

9.1 Taking into account the nature of the processing and the information available to THOST, we help you meet your obligations under Articles 32 to 36 of the UK GDPR: security, notifying personal data breaches to the ICO and to data subjects, data protection impact assessments and prior consultation with the ICO.

9.2 **Personal data breaches.** THOST will notify you without undue delay, and no later than 48 hours, after becoming aware of a personal data breach affecting Customer Personal Data. We will give you the information you need to meet your own obligations, as far as we have it: what happened, the categories and approximate number of people and records concerned, the likely consequences, what we have done or propose to do, and a contact point. Where we do not have all of it at once, we will provide it in stages. We will take reasonable steps to contain the breach and reduce its effects.

9.3 Notifying the ICO and data subjects about Customer Personal Data is your decision as controller; we will not do it for you unless the law requires us to.

10. Deletion or return at the end

10.1 You can download Customer Personal Data at any time while the Services run. When a Service ends, THOST deletes the Customer Personal Data in it as set out in the terms of service, unless UK law requires us to keep it.

10.2 Copies in our backups are overwritten in the normal backup cycle (website backups within 3 days, whole-server backups within about two months). Until then they are kept secure, put beyond use, and restored only at your request or to recover our systems.

10.3 If you would like us to return data in a particular way before deletion, ask before the Service ends and we will help where we reasonably can.

11. Information and audits

11.1 THOST makes available to you all information necessary to show that it meets Article 28 of the UK GDPR, including by answering reasonable written questions about its processing and security.

11.2 THOST allows for and contributes to audits, including inspections, by you or an auditor you appoint who is bound by confidentiality. Except after a personal data breach or where the ICO requires it, audits are limited to one in any 12 months, need 30 days' written notice, take place in normal UK working hours, are carried out first by reviewing documents and answers, and are at your cost. Physical inspections must not put other customers' data at risk.

12. Transfers outside the UK

12.1 THOST stores and processes Customer Personal Data on its own servers in the UK. It transfers Customer Personal Data outside the UK only on your instructions or to the sub-processors in Annex 3, and only where the transfer is covered by UK adequacy regulations or an appropriate safeguard under Article 46 of the UK GDPR, such as the ICO's International Data Transfer Agreement, the EU standard contractual clauses with the ICO's UK Addendum, or a certification under the UK Extension to the EU-US Data Privacy Framework. Annex 3 states the safeguard for each.

13. Records

13.1 THOST keeps a record of the processing it carries out for its customers, as Article 30(2) of the UK GDPR requires, and makes it available to the ICO on request.

14. Liability, length and changes

14.1 Each party's liability under this agreement is subject to the limits in the terms of service, except where the law does not allow liability to be limited.

14.2 This agreement lasts for as long as THOST processes Customer Personal Data for you. Clauses that by their nature should continue (deletion, confidentiality, liability) continue after it ends.

14.3 If this agreement and the terms of service conflict on personal data, this agreement wins.

14.4 THOST may update this agreement to reflect changes in the law, ICO guidance or our Services. We will email you at least 30 days before a change that materially affects you. Earlier versions are available on request.

14.5 This agreement is governed by the law of England and Wales, and the courts of England and Wales have jurisdiction, without affecting any right you have to bring proceedings in Scotland or Northern Ireland.

Annex 1: Details of the processing

Subject matter	Providing the Services you order: hosting websites, email, DNS, databases, virtual servers, backup storage, game servers and Discord bots, and related support.
Duration	For as long as the Services run, plus the time needed to delete the data afterwards (clause 10).
Nature of the processing	Storing, hosting, transmitting, backing up, restoring and deleting data; automated operations such as serving web pages, delivering and filtering email (spam and virus checks), DNS, scheduled tasks and logging; and access by THOST to fix faults, keep the Services secure or provide support you ask for.
Purpose	To provide, secure and support the Services under the terms of service, and to meet legal obligations.
Types of personal data	Whatever you choose to store or process with the Services, typically: names and contact details; email messages and attachments; account details of your own users; visitor IP addresses, browser details and access logs; player names, IDs and IP addresses in game server logs; and any other data in your files and databases.
Categories of data subjects	Visitors to your websites; people who email you or whom you email; your customers, users, members and staff; players on your game servers; and anyone else whose data you store with us.
Special category data	Not intended. If you store it, clause 4.3 applies.

Annex 2: Security measures

- **Encryption in transit.** HTTPS on every site we host, with free certificates that renew themselves, and on our own website, billing area and control panels. Email over TLS (IMAP, SMTP and webmail), files over SFTP or FTP with TLS, servers over SSH.
- **Where it runs.** THOST's own servers in the UK. Customer files, databases, mailboxes and backups are not kept anywhere else; the two London relays pass traffic through and only hold incoming email while our mail server is unreachable.
- **Backups.** Websites and their databases every day (the last 3 copies kept), and nightly backups of every THOST server (3 daily, 2 weekly and 1 monthly kept), on separate backup storage in the same UK facility. They are not off-site, and stored data and backups are not encrypted at rest, so encrypt very sensitive data yourself before you upload it (borg and restic do this for you).
- **Access control.** Only the people who run THOST can reach the servers. The admin area sits behind Cloudflare Access, a password and an authenticator code. Customers can turn on two-factor sign-in, team members must use it, and repeated failed sign-ins bring up a Cloudflare Turnstile check. Passwords are stored only as one-way hashes.
- **Separation.** Each VPS is firewalled from every other VPS and from our own network at the hypervisor, and every new VPS disk starts zeroed, so no customer can read another's old data. Game servers, bots and websites run in separate accounts and containers.
- **Patching.** Automatic security updates on every server, and the PHP versions we offer are kept patched.
- **Monitoring.** Two monitoring servers check our services every couple of minutes and alert us, with a public status page at status.t-host.co.uk.
- **Resilience.** Key servers are high-availability virtual machines that restart on another host if one fails; databases run on a cluster with automatic failover; traffic can use either London relay.
- **Incidents.** We investigate, contain and fix, keep a written record, tell affected customers, and report to the ICO when the law requires it (see Breaches below).

Annex 3: Sub-processors

Sub-processor	What it does	Where	Safeguard for transfers outside the UK
Hostworld Internet Limited	Relay server (relay1) in London: carries internet traffic to and from our servers, sends email, and holds incoming email for up to 10 days if our mail server cannot be reached.	United Kingdom (London)	None needed: data stays in the UK.
OVHcloud	Second relay server (relay2) in London, doing the same job as relay1 and taking over automatically if it fails.	United Kingdom (London); the OVHcloud group is based in France	Server in the UK. Any access from France (EEA) is covered by UK adequacy regulations.
Cloudflare, Inc.	DNS for t-host.co.uk, and secure delivery (proxy, TLS and tunnel) of our website, billing area, control panels, webmail and game panel; Turnstile checks on our forms.	Global network, including the United States	UK Extension to the EU-US Data Privacy Framework, with the EU standard contractual clauses and the ICO's UK Addendum as the fallback, under Cloudflare's Data Processing Addendum (v6.4, April 2026).
SMTP2GO	Delivers email sent by our systems, and email sent by websites we host (website mail is passed on through SMTP2GO so it is properly signed).	New Zealand company; servers in the EU, the United States and Australia	New Zealand is covered by UK adequacy regulations; SMTP2GO's own data processing agreement covers its servers.
Anthropic, PBC	Its Claude AI drafts replies to support tickets for us to check, and answers questions in our AI help assistant.	United States	Anthropic's Data Processing Addendum, part of its Commercial Terms, including the EU standard contractual clauses with the UK Addendum. Its terms say it does not train its models on this data.
Google LLC (Google Workspace)	Hosts the business mailbox of the person who runs THOST, which receives copies of messages to support@t-host.co.uk and ticket notifications.	United States and other countries	UK Extension to the EU-US Data Privacy Framework, with the standard contractual clauses and UK Addendum in Google's Cloud Data Processing Addendum.

Signatures (only for a countersigned copy)

	The Customer (controller)	THOST (processor)
Name of business		THOST
Signed by		
Position		Owner
Date		

Guidance followed: ICO, “What needs to be included in the contract?” and “Contracts” checklist (controllers and processors), and “What are standard data protection clauses (the UK IDTA and the Addendum)?”, at

ico.org.uk.