

DATA PROCESSING AGREEMENT (DPA)

This Agreement is entered into on the date of acceptance between:

1. Shujaa Host, a company incorporated under the laws of the Republic of Kenya, with its principal place of business at Maxway House, Hihgpoint, Juja. hereinafter referred to as the "Processor";

AND

2. _____ a legal or natural person making use of the Processor's hosting services, hereinafter referred to as the "Controller".

Together referred to as the "Parties."

1. Definitions

- "Data Protection Laws" means the Kenya Data Protection Act, 2019, and any other applicable regulations.
- "Personal Data" means any information relating to an identified or identifiable natural person as defined under the Act.
- "Processing" means any operation performed on Personal Data, including storage, hosting, retrieval, transfer, or deletion.
- "Sub-processor" means any third party engaged by the Processor to process data on behalf of the Controller.

2. Subject Matter and Duration

- The Processor shall process Personal Data on behalf of the Controller for the purpose of providing web hosting and related services.
- This Agreement remains in force for the duration of the hosting contract and terminates upon deletion or return of all Personal Data.

3. Nature and Purpose of Processing

- Processing activities include: hosting of websites, databases, emails, domain services, and related support.
- The purpose of processing is limited strictly to the provision of services agreed between the Parties.

4. Categories of Data and Data Subjects

- Categories of Data: contact information (name, email, phone), billing details, IP addresses, website visitor data, and any data uploaded by the Controller.
- Data Subjects: customers, website visitors, employees, contractors, and other end users of the Controller.

5. Obligations of the Processor (Shujaa Host)

- Process Personal Data only on documented instructions from the Controller.
- Ensure persons authorised to process the data are bound by confidentiality.
- Implement appropriate technical and organisational security measures, including firewalls, encryption, backups, and access controls.
- Not engage a Sub-processor without the prior written consent of the Controller, and shall remain fully liable for their actions.
- Notify the Controller without undue delay of any Personal Data Breach.
- Assist the Controller in responding to data subject requests under the Data Protection Act, including rights of access, correction, and deletion.
- Upon termination of services, delete or return all Personal Data unless retention is required by law.

6. Obligations of the Controller (Client)

- Ensure that all Personal Data provided for processing is collected lawfully and in compliance with the Kenya Data Protection Act, 2019.
- Provide lawful instructions to the Processor regarding data processing.
- Remain responsible for the accuracy, quality, and legality of Personal Data supplied.

7. International Data Transfers

- If Personal Data is transferred outside Kenya, the Processor shall ensure compliance with cross-border transfer requirements under the Data Protection Act, including safeguards such as adequacy decisions, standard contractual clauses, or explicit consent.

8. Liability

- Each Party shall be liable for damages caused by its breach of this Agreement or the Data Protection Act, 2019.

9. Governing Law and Jurisdiction

- This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.
- Any disputes shall be subject to the exclusive jurisdiction of the courts of Kenya.

10. Entire Agreement

- This Agreement, together with the Hosting Terms of Service, constitutes the entire understanding between the Parties regarding data processing.

Signatures

Signed for and on behalf of:

Shujaa Host (Processor)

Name: Johnson L Mbayi

Position: Head of ICT

Date: 01/07/2019

[Client Name] (Controller)

Name: _____

Position: _____

Date: _____