



Service Level Agreement (SLA)

Social Media Check

1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between HR Connect EmploymentCheck and Customer for the provisioning of the Social Media Check Service, required to support and sustain the product or service throughout the duration of the contract.

This Agreement will continue unless revised by HR Connect to ensure compliance with legal and commercial developments throughout the duration of the contract.

This Agreement outlines the parameters of all services covered, as understood by all parties and are accepted in accordance with HR Connect General Terms of Sale (which can be found at www.hrconnect.org.uk).

Together with the Order and the General Terms of Sale this document provides a binding agreement between both parties.

If it is found that there is an inconsistency between this Agreement and the General Terms of Sale, then detail as defined within this document will take precedence.

2. Purpose

The purpose of this Agreement is to ensure that all elements and commitments are in place to provide a consistent service, support and delivery to the Customer by HR Connect.

The objectives of this Agreement are to:

- Define the service / product that the Customer is purchasing
- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.

3. Stakeholders

The following Service Provider and Customer will be used as the basis of the Agreement and represent the primary stakeholders associated with this Agreement:

Service Provider: Employment Check, part of HR Connect

Customer: Customer ("Customer")

HR Connect reserve the right to support this contract through third party sources where appropriate. System operators employed by HR Connect may be changed by from time to time at its discretion.

4. Periodic Review

This Agreement is valid for the term of the contract as outlined in the Order Form and is valid until further notice. This Agreement may be reviewed at a minimum once per financial year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

Contents of this Agreement may be amended by HR Connect as required and communicated to all affected parties through publishing on our website.

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

Service to be provided

The following Services are covered by this Agreement;

Set Up

- Customer provides HR Connect with the names of staff who will administer social media checks via the dedicated platform.
- HR Connect set up administrative access and provide login details, user guide and FAQs.

Your Access Allows

- Customer can provide applicants with a dedicated self-check out link and checkout code to initiate their own social media check.
- Customer will receive an electronic notification of completed social media results.
- Customer can log into the portal to review results.

6. Customer Responsibilities

Customer responsibilities and/or requirements in support of this Agreement include:

- Ensure all applicants for relevant positions of employment are notified in advance of the requirement for a social media check.
- Not knowingly make a false statement for the purpose of obtaining, or enabling another person to obtain a social media check report.
- To inform us immediately should an admin user account no longer be required.
- To ensure that access to the system is limited to those who require it as part of the recruitment and vetting process.
- Each log-in identifier is specific to the individual person. The customer must have systems in place to ensure identifiers are not made available to any other persons.
- Pay all relevant fees within 30 day of receipt of invoice. If fees are not paid within 30 days, HR Connect reserves the right to withdraw access to the service
- To maintain complete confidentiality at all times and adhere to the Data Protection Act 2018, as amended.

7. Service Provider Responsibilities

Service Provider responsibilities and/or requirements in support of this Agreement include:

- To provide an online portal to conduct social media checks.
- Enable secure access to the portal for a designated administrative user, allowing the customer to manage online social media checks.
- Maintain an ongoing relationship with SocialMediaCheck.com to ensure the continued provision of social media services.
- Raise support queries with SocialMediaCheck.com directly where required.
- HR Connect will endeavour to respond to all queries within 3 working days.
- To maintain complete confidentiality at all times and adhere to the Data Protection Act 2018, as amended.

- Account Management support to deal with any aspects of the agreement.

8. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Functionality changes will be documented and communicated to the customer.
- Ongoing support will be provided by SocialMediaCheck.com in partnership with HR Connect and SocialMediaCheck.com will be responsible for maintaining their own infrastructure and certifications.
- Notice will be provided on planned maintenance

9. Service Performance

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

10. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

Telephone support: 8:30 A.M. to 5:00 P.M. Monday – Friday, Excluding bank holidays and HR Connect concessionary days

Email support: Monitored 8:30 A.M. to 5:00 P.M. Monday – Friday, Excluding bank holidays and HR Connect concessionary days

Emails received outside of office hours will be collected and responded to as per the SLA above.

11. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by the Customer within the following time frames:

Within 8 hours (during business hours) for issues classified as High priority. Within 48 hours for issues classified as Medium priority.

Within 5 working days for issues classified as Low priority.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

12. Service Feedback

HR Connect endeavours to make its service the best that it can be at all times.

We therefore encourage and appreciate all FEEDBACK you may wish to present us with, both POSITIVE or Negative.

Where possible, would aim to rectify any problems you incur to a level that meets both our high expectations, although we do recognise that on occasion may not be possible. Please be assured that your feedback will be taken seriously. Often, we will be able to resolve problems face to face or by telephone. If you feel that this is not possible then you can put your feedback in writing by e-mail to:

info@hrconnect.org.uk

Please cover the following points:

- Your reason for feedback.
- An overview of the feedback and its handling to date.
- Your view on what should happen next.
- The names of any staff involved

When your feedback is received, we will:

- Endeavour to rectify any problems caused within 20 working days.
- Acknowledge your correspondence within 5 working days.

Where we are unable to meet the proposed 20 working day deadline, if for example further investigation is required, we will contact you to inform you of progress of your complaint and agree a completion date with you.

In all instances your feedback will be investigated by a senior member of staff and that person will contact you. We will also ensure that if required additional training and development will be provided to our staff and that lessons are learned from what has happened, to prevent it happening again.

13. General Data Protection Rules

Please refer to Annex A attached for data management rules applicable to this contractual agreement.

For the purposes of this agreement the following party will be responsible for adherence to the legislation referred in Annex A

- 1. Data Controller: Customer**
- 2. Data Processor: HR Connect**
- 3. Sub Processor: YHH Technologies Limited (trading as Social Media Check)**

Schedule of Processing, Personal Data and Data Subjects (Annex A)

The contact details of the Controller's Data Protection Officer (or representative) are on the Customer Order Form.

The contact details of the Processor's Data Protection Officer (or representative) are:

Email: DPO@csltd.org.uk

Post: Data Protection Officer, Commercial Services Group, 1 Abbey Wood Road, Kings Hill, West Malling, ME19 4YT

The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Schedule.

Data processing details

Processing of the Protected Data by the Processor under the Contract shall be for the subject-matter, duration, nature and purposes and involve the types of personal data and categories of Data Subjects set out in this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and HR Connect is the Processor as defined in the Contract.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively provide the service(s) as outlined in the Contract and Service Level Agreement.
Duration of the processing	Processing will take place as for the period defined in the contract.
Nature and purposes of the processing	<ul style="list-style-type: none"> To register your account To process and deliver your order for a Report To manage our relationship with you and notify you of changes to our Terms or Privacy Policy To use data analytics to improve our Site, Reports, the Services, marketing, customer relationships and experiences.
Type of Personal Data being Processed	Personal data relating to applicant users including: <ul style="list-style-type: none"> Name Email Address Mobile Number Date of Birth Social Media accounts

Categories of Data Subject	These will include: <ul style="list-style-type: none"> Prospective and current employees (and those undertaking work for, or on behalf of the Customer), service users and clients of the Customer
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	In line with the contract, at the written direction of the Controller, unless a copy is specifically required to be retained by the Processor for audit or compliance purposes in performance of its obligations for up to six (6) years, the Processor will delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

Sub-processors authorised

HR Connect utilise the following Sub-Processor(s):

- SocialMediaCheck.com – Social Media Check Service Provided

Technical and organisational security measures

The Supplier shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with the Contract, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, the Supplier shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.