

## **GDPR and Data Protection – Version 2 - 08/09/2025**

BioFigR Ltd, Ireland

Director: Stephen Stockdale, Ph.D.

### **1. Purpose**

This agreement sets out how BioFigR Ltd (“Service Provider”) processes, stores, and protects client data in compliance with the General Data Protection Regulation (GDPR) and Irish data protection law.

### **2. Data Ownership and Intellectual Property**

- Client retains full ownership of all raw and derived data.
- BioFigR makes no claim to intellectual property or discoveries arising from the analysis.
- BioFigR may reuse non-proprietary methods, code snippets, or graphical templates for future projects, excluding client-specific or identifiable data.

### **3. Data Collection and Minimisation**

- Only data necessary to deliver agreed services is collected.
- No patient-identifiable clinical data is processed by BioFigR.
- Personal data is limited to contact details and project-related information.

### **4. Data Storage and Security**

- Data stored on encrypted local systems with password protection.
- Backups maintained using GDPR-compliant cloud providers (Dropbox with two-factor authentication, Cloud CIX for compute, Zoho Books for financial records).
- Access restricted to authorised BioFigR personnel only.

### **5. Data Transfers**

- Third-party platforms (Dropbox, Zoho, Cloud CIX) may store or process data inside or outside the EEA.
- All transfers are governed by Standard Contractual Clauses (SCCs) or equivalent safeguards.

## 6. Data Retention

- Project data retained indefinitely unless the client requests deletion.
- Personal data (e.g. email, phone) reviewed annually; non-essential data securely deleted.
- Clients may request deletion at any time via written notice.

## 7. Client Rights (GDPR Articles 15–20)

- Clients may exercise the following rights at any time by contacting **[stephen.stockdale@biofigr.com](mailto:stephen.stockdale@biofigr.com)**
- Right of access to personal data held.
- Right to rectification of inaccurate or incomplete data.
- Right to erasure (“right to be forgotten”).
- Right to restrict processing.
- Right to notification of rectification/erasure/restriction.
- Right to data portability in a machine-readable format.

## 8. Confidentiality and Third-Party Access

- Data is never shared with third parties without written client consent.
- No project data is submitted to AI platforms.
- General troubleshooting with AI tools (e.g. ChatGPT) may involve non-identifiable code snippets or error messages only.

## 9. Data Breach Notification

- In the event of a data breach, BioFigR will notify the client and the Data Protection Commission (DPC) of Ireland within 72 hours.
- Notification will include nature, scope, likely consequences, and measures taken.
- DPC contact: [www.dataprotection.ie](http://www.dataprotection.ie)

Version Control

Version	Date	Modified By	Notes
V1	01/08/2025	Stephen Stockdale	GDPR document creation
V2	08/09/2025	Stephen Stockdale	Updated GDPR with softwares being used