

IMPACT Terms and Conditions – Bodyshop – UK

MSX International and the estimate data provider(s) identified in the relevant authorisation form work in partnership to help Vehicle Manufacturers provide a cost effective and efficient parts supply service to Bodyshop Repairers (BR(s)). The service is event driven using the repair data that is generated on the Estimate data providers Bodyshop systems utilised by participating Body Repairer(s) (BRs). The event data is provided to MSX by Estimate data providers on behalf of the Body Repairer and is then stored within the secure MSX Collision system and only used for the purpose set out in this agreement. By signing this authorisation form, the Body Repairer agrees to participation in the MSX IMPACT Collision Programme and gives permission for Estimate data providers to supply MSX with all relevant Estimate data provider system(s) generated, repair data pertaining to the Body Repairer.

A. Data Management

- A.1 MSX adhere to all applicable UK General Data Protection Regulation (GDPR) and the Data Protection Act 2018 rules
- A.2 The Body Repairer declares that all data collected whilst conducting their business is done so in accordance with the prevailing laws and regulations relating to the protection of personal data.
- A.3 For the purposes of this agreement, the roles are allocated by processing activity as follows: the Body Repairer is responsible for the source estimate data and determines the purposes and means of processing that data in its own business; the relevant Vehicle Manufacturer is the controller that determines the purposes of the IMPACT/M:PACE case-management and parts-sales programme; MSX processes the programme data on behalf of that Vehicle Manufacturer for case identification, case management, intervention, offer creation, communications, reporting and related operational activities. The Body Repairer remains responsible for the accuracy, integrity and lawful collection of its source records. This clause does not change the parties' roles for processing carried out independently for their own purposes, including business-contact administration, legal obligations and their own records.
- A.4 The data provided by Estimate data providers to MSX will be limited to:
 - A.4.1 Body Repairer name and location;
 - A.4.2 Vehicle identification and PAV details;
 - A.4.3 Repair description and pricing;
 - A.4.4 Approved parts list.
- A.5 The data feed is configured to exclude direct identifiers of policyholders and drivers in the estimate feed, including names, addresses, contact details and policy numbers. Any direct identifiers inadvertently received shall be deleted or pseudonymised promptly on detection. Notwithstanding this, certain data elements, including vehicle identifiers (such as vehicle identification numbers and registration marks) and free-text repair descriptions, may constitute personal data within the meaning of the UK GDPR. Such personal data shall be processed only for the documented programme purposes and in accordance with the relevant Privacy Notice. Estimate data providers and MSX shall implement and maintain proportionate technical and organisational measures, including automated filtering, designed to remove personal data from repair-description free text where such data is reasonably detectable.
- A.6 The Body Repairer estimation data will be provided to MSX for collation, analysis and reporting within the MSX data warehouse.
- A.7 Body Repairer Data shall be stored by MSX in a secure database hosted on Microsoft Azure in the United Kingdom (UK South region). MSX shall implement and maintain appropriate technical and organisational measures in accordance with Article 32 of the UK GDPR to ensure a level of security appropriate to the risk, including, as a minimum, encryption of personal data in transit and at rest, role-based access controls, audit logging, and a documented incident response procedure. MSX shall assess and notify personal data breaches in accordance with Articles 33 and 34 UK GDPR, including, where required, notification to the relevant supervisory authority without undue delay and, where feasible, within 72 hours of becoming aware of the breach.

- A.8 MSX shall retain Body Repairer estimate data for no longer than seven (7) years from the date of collection, after which such data shall be securely deleted or irreversibly anonymised. Backup data shall be subject to a rolling retention period not exceeding 90 days.
- A.9 MSX maintains a list of its sub-processors, which shall be made available upon request. Any transfer of personal data outside the United Kingdom shall be undertaken in compliance with Chapter V of the UK GDPR, including the use of an appropriate safeguard under Article 46.
- A.10 This authorisation form collects the personal data of individuals nominated by the Body Repairer as operational contacts for the IMPACT programme, which may include the signatory's name, position, signature and date, and where applicable the names, positions, business telephone numbers and business email addresses of estimator, parts-order or equivalent contacts ("Business Contact Data"). MSX processes Business Contact Data as an independent controller on the basis of legitimate interests for the administration, operation and support of the IMPACT programme. The Body Repairer confirms that it has informed each nominated contact of the disclosure of their personal data to MSX for these purposes, and has provided them with, or directed them to, the MSX Privacy Notice. Business Contact Data shall be retained for the duration of the individual's role as a nominated contact and for a further period of up to three (3) years thereafter, unless a shorter period is required by applicable law.
- A.11 The Body Repairer shall ensure that only business and programme-relevant information is entered into onboarding forms and estimate-provider setup fields. No passwords, API keys, login credentials, customer names, customer contact details, claim narratives or other unnecessary personal data should be entered into the form.

B. Data Usage

- B.1 The Body Repairer data will be used to support Vehicle Manufacturers in providing an enhanced parts supply service to participating Body Repairer(s).
- B.2 MSX will only use the individual repair estimate data within the specified support service directly with the Body Repairer.
- B.3 Consolidated, aggregated, and de-identified activity reports may be shared with participating Vehicle Manufacturers, provided that such data no longer constitutes personal data within the meaning of the UK GDPR.
- B.4 MSX shall not disclose personal data to any third party except to its authorised processors engaged to support the provision of the services, who shall be bound by written agreements compliant with Article 28 of the UK GDPR. MSX shall not otherwise share personal data with any third party without the prior written consent of the Body Repairer, unless required to do so by applicable law.

C. Data Provision

- C.1 By signing this authorisation form, the Body Repairer gives permission for Estimate data providers to provide MSX with repair estimating and approval data generated by the Body Repairer within the Estimate data providers system(s).
- C.2 The Body Repairer represents and warrants that: (a) it has provided data subjects whose personal data may be included in the estimate feed with appropriate privacy information in accordance with Articles 13 and 14 of the UK GDPR; and (b) it has identified and documented a valid lawful basis under Article 6 of the UK GDPR for the disclosure of such personal data to MSX and the relevant estimate data providers.
- C.3 Where a work provider declines to permit the inclusion of its data in the estimate feed, or where a data subject validly exercises their rights under the UK GDPR, the Body Repairer shall notify MSX without undue delay. Upon receipt of such notification, MSX shall take appropriate steps, in accordance with applicable data protection law and the Vehicle Manufacturer's instructions where relevant, to action and give effect to such restriction or request.

- C.4 Data subjects may exercise their rights under the UK GDPR by submitting a request to MSX, including by contacting the MSX Data Protection Officer at privacy@msxi.com. Data subjects also have the right to lodge a complaint with the Information Commissioner's Office (ICO) at www.ico.org.uk.

D. Agreement

- D.1 Commencement of the transfer of Body Repairer data will start following the signed agreement by the Body Repairer and the data transfer process setup by Estimate data providers.
- D.2 Either party may terminate this agreement for any reason by providing written notice to the other party.
- D.3 Upon receipt of such notice, MSX shall initiate the removal of Body Repairer data from the estimate data providers' data feed within thirty (30) days. Following termination, MSX shall, in accordance with its obligations under applicable data protection law and any applicable Vehicle Manufacturer instructions, securely delete or irreversibly anonymise all stored Body Repairer personal data within ninety (90) days, unless and to the extent that continued retention is required by applicable law.

E. Contact Information

MSX International Ltd
Tournament Court
Edgehill Drive
Warwick
CV34 6LG

01926 483 241

Email: impact@msxi.com / Data Protection Officer: privacy@msxi.com

