

Customer Data Processing Terms

These Customer Data Processing Terms form part of the Terms of Service for 118118sites.

They apply where you use 118118sites to collect, receive, store, publish or otherwise process personal data through a website, form, enquiry route, booking feature, lead form, contact function, uploaded content, prompt, image or other material created or managed using the 118118sites service.

These terms were last updated 16 July 2026.

1. Parties and roles

1.1 These Customer Data Processing Terms are between:

- (a) the customer using 118118sites, referred to in these terms as “you”, “your” or the “Customer”; and
- (b) The Number UK Limited, company number 04352737, whose registered office is at 5th Floor, 1 Capital Quarter, Tyndall Street, Cardiff, Wales, CF10 4BZ, England and Wales, referred to in these terms as “we”, “us”, “our” or “The Number”.

1.2 Where you use 118118sites for your own business or organisation and collect or process personal data through your website, you are the controller of that personal data.

1.3 The Number acts as processor for the personal data processed through your website on your behalf.

1.4 We may use sub-processors, including Finale Labs, Inc., to provide, host, support, maintain, secure and improve 118118sites.

1.5 These terms do not apply where we process your own account, billing, service, support, usage or contact information (including that of your employees, owners and other representatives) for our own purposes, including administering your account, providing and improving 118118sites, billing and payment collection, customer service and support, record-keeping, contacting you and your personnel in connection with the service, sending marketing communications in accordance with the Terms of Service, and retaining records following termination or expiry of your subscription as described in the Terms of Service. That processing is carried out by us as an independent controller and is explained in our Privacy Policy.

2. Definitions

2.1 In these Customer Data Processing Terms:

“Data Protection Laws” means all laws and regulations applicable to the processing of personal data under these terms, including the UK GDPR, the Data Protection Act 2018, the Data (Use and Access) Act 2025, the EU GDPR where applicable, and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended), each as amended or replaced from time to time.

“Personal Data”, “Controller”, “Processor”, “Data Subject”, “Processing”, “Personal Data Breach”, “Special Category Data” and “Supervisory Authority” have the meanings given in applicable Data Protection Laws.

“Customer Personal Data” means personal data processed by us on your behalf through 118118sites.

“Website Visitor” means any person who visits, interacts with or submits information through a website created, hosted, published or managed using 118118sites.

“Sub-Processor” means any third party engaged by us, or by another sub-processor, to process Customer Personal Data on your behalf in connection with 118118sites.

3. Your responsibilities as controller

3.1 You are responsible for making sure that your use of 118118sites complies with Data Protection Laws.

3.2 You must ensure that you have a lawful basis for collecting and using any personal data through your website.

3.3 You are responsible for providing appropriate privacy information to Website Visitors and any other individuals whose personal data is collected or processed through your website.

3.4 You are responsible for the content you create, upload, publish or collect through 118118sites, including website text, images, prompts, generated outputs, forms, enquiries and other materials.

3.5 You must not use 118118sites to collect more personal data than is necessary for your stated purposes.

3.6 You must not collect Special Category Data, criminal offence data or other sensitive information through 118118sites unless you have a lawful basis, meet any additional legal requirements, and have put appropriate safeguards and privacy information in place.

3.7 You must notify us before using 118118sites to knowingly collect or process personal data relating to children or young people under the age of 18, including through website forms, enquiries, booking forms, images, prompts, uploaded content or other website materials.

3.8 Where your website is directed at children, or is likely to collect personal data relating to children, you are responsible for ensuring that the processing is lawful, fair and transparent, that appropriate privacy information is provided in a child-appropriate way where required, and that any parental consent, safeguarding controls or other safeguards required by Data Protection Laws are in place. The age threshold in clause 3.7 and this clause reflects the ICO Age-Appropriate Design (Children’s) Code standard of services likely to be accessed by children, and is not the separate age of consent for information society services under Data Protection Laws.

3.9 You are responsible for identifying and applying appropriate retention periods for personal data relating to children or young people. Where the data relates to safeguarding, child protection, welfare concerns, regulated activities, education, care or services provided to children, you must ensure that any longer sector-specific retention, safeguarding or legal requirements are identified, documented and applied.

3.10 We may restrict, suspend or refuse functionality where we reasonably consider that the proposed processing of children’s data, Special Category Data, criminal offence data, or personal data relating to a regulated sector is unsuitable for 118118sites, creates a heightened data protection, safeguarding or regulatory risk, or requires additional controls that are not available within the service.

3.11 You must not use 118118sites for unlawful direct marketing, phishing, fraud, scraping, unlawful tracking, unlawful profiling or any activity that breaches Data Protection Laws.

4. Our processing instructions

4.1 You instruct us to process Customer Personal Data as necessary to provide, host, support, secure, maintain and improve 118118sites.

4.2 Your instructions include:

- (a) creating, hosting, publishing and managing your website;
- (b) operating website forms, enquiry routes, lead forms, booking forms or similar features;
- (c) storing and making available website content, prompts, outputs, images and uploaded materials;
- (d) providing AI-assisted website creation, content generation, image generation and optimisation features where enabled;
- (e) providing technical support and service administration;
- (f) sending transactional or service-related communications;
- (g) monitoring performance, security, errors and misuse;
- (h) backing up, restoring, deleting or returning Customer Personal Data; and
- (i) using sub-processors where required to provide the service.

4.3 We will process Customer Personal Data only on your documented instructions, unless required to do otherwise by law.

4.4 The Terms of Service, these Customer Data Processing Terms, your onboarding declaration under clause 3.11, your use and configuration of 118118sites, and any written instructions agreed with us form your documented instructions.

4.5 We will inform you if, in our reasonable opinion, an instruction breaches Data Protection Laws.

4.6 Where you enable AI-assisted generation and/or auto-publishing, you instruct us to generate, process and publish Customer Personal Data contained in or derived from the resulting content as necessary to provide 118118sites. You remain the controller of, and are responsible for, that Customer Personal Data and the decision to publish it; we process it only as your processor on your documented instructions and do not determine the purposes for which it is processed.

5. Details of processing

5.1 The details of the processing are set out in Schedule 1.

5.2 The technical and organisational measures we apply are set out in Schedule 2.

5.3 The sub-processors used to support 118118sites are set out in Schedule 3 or in any sub-processor list made available by us.

6. Confidentiality and access

6.1 We will ensure that anyone we authorise to process Customer Personal Data is subject to an appropriate duty of confidentiality.

6.2 We will take reasonable steps to limit access to Customer Personal Data to personnel and sub-processors who need access to provide, support, secure or maintain 118118sites.

7. Security

7.1 We will implement and maintain appropriate technical and organisational measures designed to protect Customer Personal Data against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, disclosure or access.

7.2 The security measures will take into account the nature of the service, the personal data processed, the risk to individuals, the state of the art and the cost of implementation.

7.3 We may update or modify our security measures from time to time, provided that any update does not materially reduce the overall level of protection for Customer Personal Data.

8. Sub-processors

8.1 You give us general written authorisation to use sub-processors to provide 118118sites.

8.2 Our sub-processors may include Finale Labs, Inc. and the other providers listed in Schedule 3, used for hosting, website building, AI functionality, email delivery, analytics, monitoring, security, domain connection, payment processing and related service functionality.

8.3 We will impose appropriate data protection obligations on sub-processors where they process Customer Personal Data on our behalf.

8.4 Where a provider acts as an independent controller for some processing activities, such as payment processing or domain registration services, its own privacy terms may also apply. Stripe, which provides billing and payment processing, acts as an independent controller in respect of payment data.

8.5 We remain responsible to you for the performance of our sub-processors where they process Customer Personal Data on our behalf, subject to the limitations and exclusions in the Terms of Service.

8.6 We may add or replace sub-processors. We will give you reasonable prior notice of the intended addition or replacement of a sub-processor that processes Customer Personal Data, by updating the sub-processor list made available to you in your account dashboard and by email. You may object on reasonable data protection grounds within 30 days of that notice. We will discuss any objection with you in good faith. If we are unable to resolve your objection within a reasonable period, your sole remedy is to terminate the part of 118118sites affected by the relevant sub-processing, on written notice, without penalty for the terminated period.

8.7 Where your hosted website uses cookies or similar technologies, including analytics or advertising tags, you are the controller of your Website Visitors' personal data and are responsible for compliance with the Privacy and Electronic Communications Regulations 2003, including obtaining any required prior consent before non-essential technologies are used. We provide a consent-management banner that operates Google Consent Mode v2 (Advanced) and, by default, denies consent and blocks non-essential analytics and advertising technologies until your Website Visitor consents. On a fresh session with no consent, Google Analytics 4, the Meta Pixel and the TikTok Pixel set no cookies; Google receives only limited cookieless pings, and Meta and TikTok send and set nothing until the visitor opts in. You are responsible for configuring and maintaining lawful cookie use on your website.

9. International transfers

9.1 Customer Personal Data may be processed outside the United Kingdom, including in the United States, where our service providers or sub-processors are located. Our service providers currently also process Customer Personal Data within the European Economic Area, in Germany and Ireland.

9.2 Where Customer Personal Data is transferred from the United Kingdom to the European Economic Area (including Germany and Ireland), we rely on the United Kingdom's adequacy regulations covering the EEA, and no additional transfer safeguard is required.

9.3 Where Customer Personal Data is transferred to the United States or other countries outside of the UK/EEA, including to our sub-processor Finale Labs, Inc., we put in place appropriate safeguards as required by Data Protection Laws, including the European Commission's Standard Contractual Clauses together with the United Kingdom Addendum to those clauses, or the United Kingdom International Data Transfer Agreement, or another lawful transfer mechanism recognised under applicable Data Protection Laws.

9.4 Where a sub-processor is certified under the EU-US Data Privacy Framework and, where applicable, the UK Extension, we may rely on that certification only where the relevant recipient is actively certified and the certification covers the relevant processing.

9.5 On your reasonable written request, we will provide information reasonably necessary to help you assess an international transfer, including transfer and access locations, the sub-processors involved and the transfer mechanism relied upon, to the extent we are legally permitted to provide it.

10. AI processing

10.1 118118sites uses AI-supported functionality to help create, edit, generate, optimise and improve website content, images, layout, search engine optimisation content and related materials. Our AI service provider is OpenAI.

10.2 Where AI tools process Customer Personal Data on your behalf, we will ensure that they are used only to provide the service and in accordance with these terms.

10.3 OpenAI does not use Customer Personal Data, prompts, outputs, uploaded materials, website content, form submissions or other data processed through your use of 118118sites to train or improve its models. We have disabled all sharing under OpenAI's organisation Data Controls, so OpenAI does not train on our prompts or outputs. OpenAI applies only its standard API retention: inputs and outputs are retained for approximately 30 days for abuse-monitoring purposes and are then deleted, and are never used to train models.

10.4 You are responsible for reviewing, checking and approving AI-generated content before publishing it.

10.5 You should not include unnecessary personal data, confidential information, Special Category Data or information about other people in prompts, website content or uploaded materials unless you have a lawful basis and appropriate authority to do so.

10.6 We do not use Customer Personal Data for our own purposes. Where we use information to maintain, secure, troubleshoot or improve 118118sites, we do so either (a) as your processor, solely to provide and secure the service, on your documented instructions; or (b) using aggregated or de-identified information

that does not identify any individual and is no longer personal data. You confirm that you are happy for us to aggregate or de-identify Customer Personal Data for such purposes.

10.7 On your reasonable request, we will provide information about the AI service providers used to process Customer Personal Data, the categories of data processed, the retention periods that apply, the processing locations and the model-training settings that apply to that processing.

11. Assistance with data protection rights

11.1 Taking into account the nature of the processing and the information available to us, we will provide reasonable assistance to help you respond to requests from individuals exercising their rights under Data Protection Laws.

11.2 If we receive a request directly from a Website Visitor or other individual in relation to Customer Personal Data, we will, where reasonably practicable, notify you and will not respond to the request unless instructed by you or required by law.

11.3 You are responsible for responding to individuals and Supervisory Authorities where you are the controller of the relevant Customer Personal Data.

12. Personal Data Breach

12.1 We will notify you without undue delay and, where reasonably practicable, within 48 hours after becoming aware of a Personal Data Breach affecting Customer Personal Data. A notification under this clause 12 is not, and shall not be construed as, an acknowledgement by us of any fault or liability.

12.2 Our notification will include, where known and reasonably available:

- (a) the nature of the Personal Data Breach;
- (b) the categories and approximate number of affected individuals;
- (c) the categories and approximate number of affected records;
- (d) the likely consequences of the Personal Data Breach;
- (e) the measures taken or proposed to address and mitigate the Personal Data Breach;
- (f) whether a sub-processor is involved; and
- (g) a point of contact for further information.

12.3 We will take reasonable steps to mitigate the effects of the Personal Data Breach.

12.4 You are responsible for determining whether a Personal Data Breach must be notified to a Supervisory Authority, affected individuals or any other party where you are the controller.

12.5 We will provide reasonable cooperation and assistance to help you investigate, mitigate and respond to a Personal Data Breach affecting Customer Personal Data, including reasonable assistance with any notifications you are required to make to affected individuals or a Supervisory Authority.

13. DPIAs and regulatory assistance

13.1 Taking into account the nature of the processing and the information available to us, we will provide reasonable assistance where you are required to complete a data protection impact assessment or consult a Supervisory Authority in relation to your use of 118118sites.

13.2 Assistance with requests from individuals exercising their data protection rights under clause 11 is provided free of charge. We may charge reasonable costs for other assistance provided under this clause 13, including costs incurred by our sub-processors, unless the assistance is required because of our breach of these terms.

14. Audit and compliance

14.1 We will make available reasonable information necessary to demonstrate compliance with these Customer Data Processing Terms, including by providing security summaries, third-party assurance information, audit reports, certification information, responses to reasonable security questionnaires or other appropriate evidence.

14.2 Where the information provided is not sufficient to demonstrate compliance, you may request further information. Any audit or inspection must be reasonable, proportionate, subject to confidentiality, limited to the relevant processing, and carried out in a way that minimises disruption to our business and the security of the service.

15. Deletion or return

15.1 On termination or expiry of your 118118sites account, or on your reasonable written request, we will delete or return Customer Personal Data in accordance with the functionality of the service, the Terms of Service and applicable law. Account and customer data is deleted on request, and we do not apply a long retention hold to it.

15.2 Where return is not technically feasible, or where no return option is available, we may delete Customer Personal Data.

15.3 Customer Personal Data in routine backups remains protected by our confidentiality and security obligations and is deleted or overwritten in the ordinary course of our backup cycle. Our hosting provider runs backups every 12 hours and retains them for 2 days, with point-in-time recovery available within that window.

15.4 Routine personal data generated through operation of the service, such as guest onboarding sessions, magic-link tokens and audit logs, is automatically purged on short retention windows of between 7 and 90 days. Financial and billing records are retained for approximately six years in order to meet tax and accounting requirements.

15.5 We may retain Customer Personal Data where required by law or where necessary for legal, regulatory, fraud prevention, security or dispute purposes.

15.6 Where Customer Personal Data includes personal data relating to children, safeguarding, child protection, welfare concerns, regulated activities, education, care or services provided to children, you are responsible for confirming whether any longer retention period applies before requesting deletion or return.

16. Liability

16.1 Liability under these Customer Data Processing Terms is subject to the limitations and exclusions of liability set out in the Terms of Service.

16.2 Nothing in these Customer Data Processing Terms limits or excludes liability where it cannot lawfully be limited or excluded.

16.3 These Customer Data Processing Terms and the Terms of Service are a single agreement for the purposes of liability. Our total aggregate liability arising out of or in connection with both the Terms of Service and these Customer Data Processing Terms together shall not exceed the single cap set out in the Terms of Service, being the total Fees paid by you in the 12 months immediately preceding the event giving rise to the claim, and shall not be doubled or treated as a separate cap by reason of these terms forming a distinct document. If and to the extent the limitation in the Terms of Service is held unenforceable, our total aggregate liability under these terms shall not exceed the total Fees paid by you in the 12 months immediately preceding the event giving rise to the claim. This clause is subject to clause 16.2.

17. Term

17.1 These Customer Data Processing Terms apply for as long as we process Customer Personal Data on your behalf.

17.2 Clauses that by their nature should survive termination will continue to apply, including confidentiality, security, deletion, liability and international transfer provisions.

Schedule 1 — Details of processing

Subject matter: The provision, hosting, operation, support and maintenance of 118118sites, including websites created, hosted, published or managed by customers using the service.

Duration: For the duration of the customer's use of 118118sites and until Customer Personal Data is deleted or returned in accordance with these terms.

Nature and purpose: Website creation, hosting, publishing and management; AI-assisted content and image generation where enabled; website preview and sandbox environments; website forms, contact forms, lead forms, enquiry forms, booking forms or similar features; service administration; security, monitoring, support, backup, troubleshooting, optimisation and related technical processing.

Categories of Data Subjects: Website Visitors; customers, leads, enquirers, contacts or representatives of the customer; individuals named or referred to in website content, prompts, outputs, forms, images or uploaded materials; authorised users of the customer account.

Types of Personal Data: Names, business contact details, email addresses, phone numbers, enquiry content, form submissions, booking information, website content, prompts, outputs, uploaded materials, images, IP address, device and browser information, usage data, page interaction data, analytics data where enabled and other personal data submitted to or processed through the customer's website.

Special Category, criminal offence data and children's data: No Special Category Data, criminal offence data or personal data relating to children is intended to be processed as part of standard website setup or account administration. However, customers may choose to include or collect this type of data through websites, prompts, forms, images, content or other materials. The customer must notify The Number before using 118118sites to knowingly collect or process personal data relating to children or young people under

the age of 18. The customer is responsible for ensuring that any such processing is lawful, necessary, transparent, appropriately safeguarded and supported by suitable privacy information, consent or other legal basis where required. Where children's data relates to safeguarding, child protection, welfare concerns, regulated activities, education, care or services provided to children, the customer is responsible for identifying and applying any longer sector-specific retention, safeguarding or legal requirements.

Frequency of processing: Continuous, for the duration of the customer's use of 118118sites.

Processing by sub-processors: Sub-processors may process Customer Personal Data to provide hosting, website building, AI functionality, email delivery, analytics, monitoring, security, domain connection, payment-related services and related service functionality, for the duration of the customer's use of 118118sites and until Customer Personal Data is deleted or overwritten in the ordinary course of the relevant sub-processor's backup and retention cycle, in each case in accordance with these terms.

Schedule 2 — Technical and organisational measures

We will implement and maintain the following technical and organisational measures, appropriate to the nature of 118118sites, the Customer Personal Data processed and the risk to individuals (with measures dependent on third-party infrastructure provided where supported by the relevant provider), including:

encryption of personal data in transit using TLS;

encryption of personal data at rest within database and storage layers where supported by hosting providers;

access controls based on business need and least privilege;

administrative access controls for production systems, customer websites, customer content and personal data;

authentication controls, including multi-factor authentication where available;

passwordless authentication using one-time magic links and/or Google Sign-In where applicable;

logical separation between customer accounts, websites, content and data;

security, error and performance logging and monitoring;

vulnerability identification, assessment and remediation processes;

secure development and change management practices;

protection of API keys, credentials, tokens and other secrets;

backup and resilience measures, including encrypted and access-controlled backups where applicable;

data minimisation and retention controls;

sub-processor due diligence and contractual controls;

incident response processes;

personnel confidentiality obligations and security/privacy guidance;

physical security provided by hosting and infrastructure providers; and

controls designed to reduce risks associated with uploaded files, images or other content.

Schedule 3 — Sub-processors

We currently use the following sub-processors to provide 118118sites. Customer Personal Data may be processed by these providers in the United States, Germany and Ireland. Transfers to the United States are made under appropriate safeguards as described in clause 9; processing in Germany and Ireland is within the European Economic Area and is covered by the United Kingdom's adequacy regulations.

Finale Labs, Inc. — Operation and hosting of the website-building, hosting and optimisation platform.

Render — Cloud hosting.

PlanetScale — Database infrastructure.

Cloudflare — Infrastructure, content delivery, security and performance optimisation.

Daytona — Sandboxed build environments.

GitHub — Source-code hosting for generated sites.

Entri — Domain connection.

OpenAI — AI-assisted content generation, image generation, optimisation and related AI functionality.

Stripe — Billing and payment processing (Stripe acts as an independent controller in respect of payment data).

Google — Google Analytics (analytics) and Google Sign-In (authentication).

Sentry — Performance monitoring.

Resend — Transactional and marketing email.

NeverBounce — Email-address verification.

Where a provider acts as an independent controller for some processing activities, this will not reduce our obligations where that provider also processes Customer Personal Data as our sub-processor.

Questions about these Customer Data Processing Terms, sub-processors or data protection rights may be sent to dpo@118118sites.com (which forwards to our group data protection team at dpo@118118money.com); general and commercial enquiries may be sent to team@118118sites.com.