

PROCESSING TERMS

ANNEX A: DEFINITIONS

In this Appendix, capitalized words, phrases, and acronyms shall have the meaning given to them below or where elsewhere defined in this Appendix. Capitalized words, phrases and acronyms used in this Appendix that are not defined in below or elsewhere in this Appendix shall have the meaning attributed to them in the Data Protection Laws.

Agreement: the contract concluded between the parties regarding the delivery of Products or Services, irrespective of its designation (such as Statement of Work, [Framework] Contract, or General Terms and Conditions) including any appendices and/or service conditions.

Breach, Data Breach, or Personal Data

Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, or unauthorised disclosure of or access to Personal Data, transmitted, stored, or otherwise processed.

Controller: the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the Processing of personal data; where the purposes and means of such Processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.

Data Subject: an identified or identifiable natural person to whom the Personal Data relates. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

EEA: European Economic Area.

Data Protection Laws: all applicable data protection laws and regulations, including but not limited to the General Data Protection Regulation (EU) 2016/679 (“GDPR”), the UK Data protection Act 2018 and any other applicable privacy or information security legislation as amended or replaced from time to time.

Merchant: the contracting party to which Worldline provides Products and Services, as defined in the Agreement.

Personal Data: any information relating to a Data Subject.

Processing, Process(es) or Processed: any operation or set of operations which is performed upon Personal Data or on sets of Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Processor: a natural or legal person, public authority, agency, or other body which processes Personal Data on behalf of the Controller.

Services: the Products and Services provided by Worldline to the Merchant under the Agreement, which may be subject to changes from time to time.

Recipient: a natural or legal person, public authority, agency or another body, to which the Personal Data is disclosed, However, public authorities which may receive personal data in the framework of a particular inquiry in accordance with Union or Member State law shall not be regarded as recipients; the Processing of such data by those public authorities shall comply with applicable data protection regulations according to the purposes of the Processing.

Record (of Processing activities): an inventory maintained by the relevant party which contains, at least, the following information about the Processing activities carried out by that party: (i) the name and contact details of the party, of it’s the representative and data protection officer; (ii) the purposes of the Processing; (iii) a description of the categories of Data Subjects and of the categories of Personal Data Processed; (iv) the categories of Recipients to whom the Personal Data have been or will be disclosed including Recipients in third countries or international organisations; (v) where applicable, transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation and the documentation of suitable safeguards; (vi) the envisaged time limits for erasure of the different categories of data; (vii) a general description of the technical and organisational security measures implemented to secure the Processing.

Third Country: any country or jurisdiction outside the EEA which has not been recognized by the European Commission and/or competent data protection authorities as providing an adequate level of protection to Personal Data as per the provisions of applicable Data Protection Laws.

Sub-processor: any company or legal entity, which is engaged by Worldline to carry out specific Processing activities for Personal Data processed within the framework of the provision of the Products and Services.

Worldline Group Member: any entity that is part of the Worldline group of companies. An entity that exits the Worldline group of companies shall continue to qualify as a Worldline Group Member for the purposes of the Agreement during a transition-out phase of maximum 6 months.

ANNEX B: WORDLINE AS A CONTROLLER

1. INTRODUCTION

These terms apply to the processing of Personal Data by the parties as independent Data Controllers.

2. OBLIGATIONS OF THE PARTIES

2.1. Each party shall, in relation to the processing of Personal Data for its own purposes performed in the context of the agreed Services:

2.1.1. at all times comply with Data Protection Laws,

2.1.2. ensure the lawfulness of the Processing of Personal Data by amongst other, relying on a valid legal ground under Data Protection Laws for each Processing activity, including – when required or appropriate under Data Protection Laws – obtaining Data Subjects’ consent,

2.1.3. take reasonable steps to ensure that Personal Data is accurate, complete, and adequate, relevant and limited to what is necessary for the purposes of the Processing; and kept in a form which permits identification of Data Subjects for no longer than necessary for the purposes for which the Personal Data is Processed unless longer retention is required or allowed under Applicable Laws,

2.1.4. implement appropriate technical and organisational measures to ensure and demonstrate, that the Processing of Personal Data is performed in compliance with Data Protection Laws. This includes, as applicable, appointing a data protection officer, complying with the principles of data protection by design and by default and, where required, performing data protection impact assessments, and conducting prior consultations with supervisory authorities,

2.1.5. ensure that in cases of transfer of Personal Data to a Third Country, an appropriate lawful data transfer mechanism that provides an adequate level of protection under Data Protection Laws is put in place, such as Standard Contractual Clauses,

2.1.6. implement and maintain appropriate technical and organisational measures to ensure the availability, integrity and confidentiality of the Personal Data and a level of security appropriate to the risk,

2.1.7. require its Processors to comply with the Data Protection Laws applicable to Processors and data transfers. Notably, each party requires its Processors to Process Personal Data according to the party’s instruction, for specific purposes and with the same obligations that are imposed on each party according to the Agreement and Data Protection Laws. Each party remains liable for the performance of its Processors’ obligations.

2.1.8. ensure that any person acting under their authority who has access to Personal Data is subject to duly enforceable contractual or statutory confidentiality obligations.

3. DATA SUBJECTS RIGHTS

3.1. Each party shall be responsible for providing adequate information to Data Subjects concerning the Processing of Personal Data they perform in the context of the Agreement.

3.2. The Merchant shall be responsible for informing Data Subjects about the Processing of their data by Worldline when there is no direct relationship between Worldline and the Data Subjects and/or when Worldline is unable to provide that information directly.

3.3. The Merchant shall notify Worldline without undue delay upon receipt of a Data Subject’s request relating to the Services provided by Worldline as a Controller. If Worldline receives a request from a Data Subject which is not related to the Services it provides as a Controller, it shall refer the Data Subject to the Merchant. The parties shall reasonably co-operate and assist each other in responding to the Data Subjects’ request.

4. PERSONAL DATA BREACHES

4.1. Each party shall notify the other in the event of a Personal Data Breach that relates to Personal Data Processed in the context of the Agreement. Such notification shall be done without undue delay after becoming aware of the Breach.

4.2. To the extent required and in connection with the Agreement, the parties shall reasonably co-operate in investigating, handling, and remediating the Personal Data Breach.

4.3. Each party is responsible for notifying the Data Protection Authorities and the Data Subjects, in case of a Personal Data Breach within their perimeter. If any party mentions the other

party in its notification to the Data Protection Authority, such party shall first inform the other party and only name it after mutual written agreement.

4.4. A party’s obligation to report or respond to a Personal Data Breach is not and shall not be construed as an acknowledgement of fault or liability by that party regarding the breach.

5. MUTUAL ASSISTANCE

To the extent necessary under the Agreement, the parties shall reasonably assist each other in complying with their obligations as independent Controllers under Data Protection Laws.

6. COMPLIANCE

Each party shall maintain complete and accurate information and records to demonstrate its compliance with Data Protection Laws.

7. PRIVACY NOTICE

7.1. The Processing of Personal Data by Worldline as an independent Controller is further detailed in its [Privacy Notice](#).

7.2. If required by the nature of the Processing, the Merchant shall bring Worldline’s Privacy Notice to the attention of all natural persons benefitting from the services /or of all the Merchant’s employees subject to the Personal Data Processing activities for which Worldline is a Controller.

ANNEX C: WORLDLINE AS A PROCESSOR

1. INTRODUCTION

These terms apply to any Services for which Worldline qualifies as Processor, as determined in the applicable Services Conditions. These Processing Terms, the Agreement, and the applicable Services Conditions (collectively referred to as “Merchant’s instructions”) shall constitute the complete written instructions of the Merchant to Worldline regarding the Processing of Personal Data for those Services for which Worldline qualifies as a Processor.

2. ROLES

2.1. The Merchant shall be regarded as the Controller, except when the Merchant acts as a Processor of its customers, who are themselves acting as Controllers. Worldline shall be regarded as the Processor, except when the Merchant acts as a Processor, in such a case Worldline shall be regarded as a Sub-Processor. Whether acting as a Processor or as a Sub-Processor, Worldline shall process Personal Data solely for purposes that are strictly necessary to fulfil its obligations or to exercise its rights according to (a) Data Protection Laws, and (b) the Merchant’s Instructions.

2.2. When acting as a Data Controller, the Merchant shall implement all necessary measures to ensure that any Personal Data processed by Worldline on its behalf is Processed in accordance with Data Protection Laws.

2.3. When acting as a Processor, the Merchant warrants to Worldline that its instructions, including the appointment of Worldline as Sub-Processor, have been authorised by the relevant Controller and that they are in line with the Controller’s documented instructions to the Merchant for the processing of Personal Data.

2.4. Each party shall comply with its obligations under the Data Protection Laws concerning the processing of Personal Data.

3. WORLDLINE’S OBLIGATIONS

3.1. As a Processor Worldline engages to comply with Data Protection Laws when processing Personal Data on behalf of the Merchant.

3.2. Worldline shall:

3.2.1. process Personal Data in accordance with the Merchant’s Instructions and as required to deliver the relevant Services as per the Agreement. The delivery of the Services shall be understood as consisting of:

- Delivering the Services including related IT activities (e.g., data migration, maintenance) and technical support activities (e.g., troubleshooting, defects and case management, technical user support) necessary for the provision of the Services, and,
- Performing sales support and organisational support activities (e.g., guidance, professional planning),
- Enhancing delivery, efficacy, quality and security of the Services and underlying Product(s) based on issues identified while delivering the Services, including fixing software defects, and otherwise keeping Services and Products up to date.
- The Merchant expressly authorises Worldline to create aggregated statistical, pseudonymised data from data processed part of the Services delivery.

3.2.2. promptly inform the Merchant if in its opinion the Merchant Instructions infringe on the Data Protection Laws and request revised instructions;

3.2.3. to the extent possible and taking into account the nature of the concerned Processing, assist the Merchant to fulfil its own Data Protection obligations under Data Protection Laws (e.g. DPIA, prior consultation, etc.), taking into account the nature of the processing and the information available to the Processor. The Merchant acknowledges and accepts that Worldline has the right to invoice such assistance at the then current hourly or daily rates;

3.2.4. maintain an internal Record of processing activities carried out on behalf of the Merchant, in accordance with applicable Data Protection Laws;

3.2.5. during the term of the Agreement, not to retain Personal Data for longer than necessary and delete Personal Data upon the Merchant’s specific request, unless the retention of the Personal Data is required by applicable business standards and/or Applicable Laws;

3.2.6. process and store the Personal Data according to the data retention periods defined in the applicable Services Conditions;

3.2.7. following the expiry of the Agreement or upon the request of the Merchant, at the latter’s choice: delete, anonymise, or return (if technically possible) Personal Data, and delete or anonymise existing copies, unless any Applicable Laws prevent it from returning or destroying all or part of Personal Data, or requires further storage of Personal Data (in which case Worldline shall protect the confidentiality of the Personal Data);

3.2.8. not disclose Personal Data to any third party, except (i) when the Merchant instructs Worldline to do so, (ii) if this is required by the Agreement, (iii) if this is required for Processing by Sub-Processor, or (iv) if it is required by Applicable Laws;

3.2.9. ensure that persons acting on its behalf for the Processing of Personal Data commit themselves to maintain the security and confidentiality of Personal Data in accordance with the provisions of the Agreement. To this end, Worldline shall inform and train those persons who have access to Personal Data about the applicable requirements and ensure their compliance with such requirements through contractual or statutory confidentiality obligations.

4. THE MERCHANT’S OBLIGATIONS

4.1. The Merchant warrants that:

4.1.1. it relies on a valid legal ground under Data Protection Laws for each processing, including – when required or appropriate under Data Protection Laws – obtaining Data Subjects’ appropriate consent;

4.1.2. Personal Data provided to Worldline for the delivery of Services under the Agreement is and shall be maintained accurate and up to date for the entire term of the Agreement;

4.1.3. complete, clear, and accurate information has been and shall be provided to the Data Subjects whose Personal Data is processed for the delivery of the Services under the Agreement, including, if relevant, information about the fact that Personal Data may be transferred outside the EEA;

4.1.4. it will regularly assess the risks related to the processing activities carried out for the delivery of Services by Worldline and properly adapt its instructions, where necessary;

4.1.5. it has conducted all required verifications and collected relevant information about Worldline, concluding that Worldline offers

sufficient assurances for the processing of Personal Data related to the Products and Services outlined in the Agreement, in compliance with Data Protection Laws.

4.2. Worldline shall not be bound by any Merchant's Instructions that violate Applicable Laws. In such cases, Worldline may suspend performance and shall provide a prior notice to the Merchant of the intended suspension.

5. MODIFICATIONS TO THE INSTRUCTIONS

5.1. If the Merchant requests modifications of the Merchant's Instructions:

5.1.1. such modifications may have a direct impact on the delivery of the Services which may require a review and modification of the terms of the Agreement, including, notably, the scope of the Services and the financial terms. In any case, Worldline shall have the right to pass on any costs or losses it incurs as a consequence of the modified Merchant's Instructions to the Merchant,

5.1.2. Worldline and the Merchant shall negotiate in good faith the necessary revisions to the terms of the Agreement as necessary, including, notably, the term of implementation of the requested modifications,

5.1.3. Worldline and the Merchant shall use the change management process under the Agreement if any, for the purpose of effecting the changes referred to in this section 5.

5.2. After agreeing on the newly defined Merchant's Instructions, Worldline shall implement them within a reasonable delay.

5.3. If any modifications of the Merchant's Instructions would require an overly onerous effort on Worldline or negatively impact its other customers and business, Worldline shall have the right to terminate the Agreement.

6. ENGAGEMENT OF SUB-PROCESSORS

6.1. The Merchant gives general authorisation to Worldline to appoint Data Processors (hereinafter referred to as 'Sub-Processor(s)') for the Processing of Personal Data on behalf of the Merchant or to replace an existing Sub-Processor, provided it has notified the Merchant thereof thirty (30) days in advance and it has allowed the Merchant to assess such changes. In the event the Merchant does not reject the appointment or change within this

thirty (30) day period, the Merchant shall be deemed to have unreservedly granted its approval of the appointment of or change to the Sub-Processor.

6.2. If the Merchant objects to the appointment or change, Worldline may, at its sole discretion: (i) propose corrective measures to address the Merchant's concerns about the new Sub-Processor(s), after which the new Sub-Processor(s) shall be deemed accepted, (ii) propose alternative Sub-Processor(s) that offer a similar level of service, or (iii) terminate the Agreement without involvement of a court, and without any compensation being due. For the avoidance of doubt, the options under (i) to (iii) of this clause are not cumulative.

6.3. If Worldline appoints or replaces a Sub-Processor, it shall impose, via written agreement, equivalent data protection obligations as outlined in the Agreement on its Sub-Processor.

6.4. The lists of Sub-Processors for each Service can be found in the applicable Service Conditions. The list of Sub-Processors is subject to regular updates and such updates qualify as the notification referred to above. It is the Merchant's responsibility to regularly check the list.

7. TRANSFERS OUTSIDE THE EEA

7.1. The Merchant acknowledges that Worldline may transfer Personal Data to a Sub-Processor located in a Third Country. Such transfer shall only take place on the basis of:

7.1.1. an Adequacy decision;

7.1.2. Binding Corporate Rules;

7.1.3. Standard Contractual Clauses;

7.1.4. a derogation applicable to the specific situation (e.g., when the transfer is necessary for the performance of a contract or for the establishment, exercise, or defence of a legal claim).

7.2. When relying on Standard Contractual Clauses, Worldline shall:

7.2.1. Ensure the conditions for the use of the Standard Contractual Clauses are met, including the performance of a Transfer Impact Assessment ("TIA") and the implementation, when appropriate, of additional technical and organisational measures;

7.2.2. where appropriate, re-sign the Standard Contractual Clauses according to the amendments that could be introduced by the European Commission.

7.3. Worldline shall notify the Merchant of such transfer thirty (30) days in advance. In the event the Merchant does not reject the transfer(s) within this thirty (30) day period, the Merchant shall be deemed to have unreservedly granted its approval to the transfer(s).

7.4. As Worldline provides shared services, if the Merchant withholds approval for the above-mentioned transfer(s), Worldline shall have the right to terminate the Agreement without involvement of a court, and without any compensation being due.

8. SECURITY MEASURES AND CONFIDENTIALITY MEASURES

8.1. Taking into consideration the nature of the Personal Data processed, the Data Subjects involved, the purpose of the Processing, and associated risks, Worldline will implement and maintain appropriate technical, organisational measures:

8.1.1. to ensure the security of Personal Data;

8.1.2. to prevent unauthorised or unlawful processing of Personal Data; and

8.1.3. to protect Personal Data against accidental loss, destruction, or damage .

8.2. The list of implemented security measures can be found in "Worldline Merchant Services TOMS" available [here](#). This list may be supplemented on a case-by-case basis by additional measures described in the relevant Service Conditions.

8.3. The Merchant acknowledges that it has reviewed these technical and organisational measures and considers them adequate, given the risks associated with, the purpose(s), nature, scope, and context of the Processing.

9. PERSONAL DATA BREACH

9.1. In the event of a Data Breach occurring during the provision of the Services for which Worldline qualifies as Processor, Worldline shall notify the Merchant without undue delay after identifying and assessing the circumstances and consequences of the Breach. This notification shall include at a minimum:

9.1.1. the nature of the Breach, the categories and approximate number of Data Subjects as

well as the categories and approximate number of Data records affected by the Breach;

9.1.2. the name and contact details of the relevant contact point where further information can be obtained;

9.1.3. a description of the likely consequences of the Breach;

9.1.4. a description of the measures taken or proposed to be taken by Worldline to address the Breach, including, where appropriate, to mitigate its possible adverse effects.

9.2. Worldline's notification of the Data Breach can in no case be construed as acknowledgement of fault or liability for said Data Breach.

9.3. Worldline shall have the right to make this information available to the Merchant through the communication channel it deems most appropriate, such as Merchant portals, the website or e-mail.

9.4. The Merchant expressly acknowledges that it is responsible for ensuring compliance with Data Protection Laws in the event of a Data Breach and shall bear sole responsibility for fulfilling these obligations, including any necessary formalities such as notifications to the relevant authorities. In the case of a Personal Data Breach, both parties shall treat any information regarding the Data Breach as confidential information and actively cooperate on any public communications and/or official notifications to Regulators.

10. DATA SUBJECTS RIGHTS

10.1. The Merchant is responsible for managing and responding to Data Subjects' requests. If a Data Subject contacts Worldline to exercise its rights, Worldline shall promptly direct them to the Merchant and may provide the

Merchant's contact information to the Data Subject.

10.2. In accordance with Data Protection Laws, Worldline shall assist the Merchant to fulfil its obligation to respond to Data Subjects' requests, considering the nature and context of the Processing provided. The Merchant agrees that Worldline has the right to invoice for such assistance at the then-applicable hourly or daily rates.

11. AUDIT

11.1. Without prejudice to any other audit rights available to the Merchant under the Agreement, Worldline shall permit an independent third-party auditor, appointed by the Merchant, to audit its compliance with these Processing Terms. Worldline shall provide reasonable assistance for such audits, provided that all of the following audit principles are respected:

11.1.1. The auditor must not be a competitor of Worldline;

11.1.2. The auditor is bound by strict confidentiality obligations;

11.1.3. The Merchant may request no more than one (1) audit per year, unless Worldline has committed a material breach of its obligations, in which case the Merchant may request an additional audit;

11.1.4. The audit must be announced with at least six (6) weeks' prior written notice and shall only relate to the relevant IT infrastructure, software, premises, and staff that Process or are directly related to the processing the Merchant's Personal Data;

11.1.5. For audits following a material breach by Worldline, the Merchant shall inform Worldline forty-eight (48) hours in advance;

11.1.6. Such audits shall not relieve Worldline of its obligations under these Processing Terms;

11.1.7. The audit shall not include access to any Personal Data or any other data unrelated to the Merchant, including intellectual property, financial data, confidential data and/or information related to Worldline's other customers, subcontractors, employees, partners or any third party, or any information of which the disclosure might affect the security of the systems and/or of data of Worldline. Worldline may refuse access for legitimate reasons, such as confidentiality or security concerns, and shall provide justification for such refusal;

11.1.8. All costs related to such audit, including internal costs for Worldline, shall be at the sole expense of the Merchant. Worldline shall invoice the Merchant for all audit-related costs, including staff working days, at the then-applicable hourly or daily rates;

11.1.9. The duration of the audit shall not exceed two (2) working days;

11.1.10. The auditor is not permitted to make copies of documents, files, data, or information, nor take photos, digitalise or record audio or video or register computer records. Worldline may show and the auditor may only view sensitive documents in a secured room (black room);

11.1.11. The audit shall occur during Worldline's working hours and must not disturb the provision of the Services or any other activities for Worldline customers, which shall in any case have priority. Worldline reserves the right to suspend the audit if resources or means are needed for other purposes.

12. LIABILITY

12.1. The liability of each party towards the other shall be governed by the relevant provisions of the Agreement.