

Data Processing Terms Worldline Switzerland Ltd.

Version 09.2023 (CHE EN)

1 Introduction

1.1 These Data Processing Terms apply to the Products and Services for which Worldline Switzerland Ltd ('Worldline') qualifies as the Data Processor, when so included in the contract between the Merchant and Worldline.

1.2 These Data Processing Terms and the content of the contract shall be the complete written instructions of the Merchant/Data Controller towards Worldline/Data Processor with regards to the Processing of Personal Data for those Products and Services for which Worldline qualifies as a Data Processor.

1.3 The Merchant, as Data Controller, guarantees that any Personal Data processed by Worldline on its behalf for the purposes of the contract is processed in accordance with the Legislation including its own obligations including the legitimacy of the processing, the categories of data processed, Data Subjects' rights (including information transferred to Worldline as Processor), the definition and implementation of adequate retention periods, the completion of relevant formalities (if any) as well as any verifications and assurances regarding the adequacy of the guarantees provided by Worldline regarding the processing and protection of Personal Data.

1.4 The Merchant, as Data Controller, has the obligation to comply with the Legislation and remains responsible for any infringement of the Legislation.

2 Worldline's obligations

2.1 As the Data Processor Worldline will comply with the Legislation when Processing Personal Data on behalf of the Merchant.

2.2 Worldline will:

- Only Process Personal Data in accordance with the Merchant's written instructions or as required in order to deliver the Products and Services in accordance with the contract;
- Promptly inform the Merchant, if in its opinion, the Merchant's instruction infringes on the Legislation and request revised instructions;
- Cooperate with the Merchant to fulfil its own Data Protection compliance obligations under the Legislation (e.g. DPIA, records of processing activities, prior consultation). The Merchant acknowledges and accepts that Worldline has the right to invoice such assistance at the hourly or daily rates as then currently applicable;
- Keep internal Records of Data Processing activities carried out on behalf of the Merchant;
- During the term of the contract Worldline will not retain Personal Data for longer than is necessary and it will delete the Personal Data upon the Merchant's specific request, unless the retention of the Personal Data is required by the applicable business standards or the applicable law (including the Legislation). Worldline will facilitate this request within 30 calendar days.
- When the contract ceases to be in effect (whatever being the cause of this), or upon a request to delete or return Personal Data to the Merchant – except for any Personal Data which Worldline Processes as a Data Controller – Worldline will, at the choice of the Merchant, delete, anonymize, or return (insofar this is technically possible) such Personal Data to the Merchant, and delete or anonymize existing copies, unless any applicable legislation prevents it from returning or destroying all or part of the Personal Data or requires further storage of the Personal Data (in which case Worldline will protect the confidentiality of the Personal Data and will not actively Process the Personal Data anymore).
- Worldline will, without undue delay, when so required under the Legislation either (i) provide the Merchant with the ability to consult or correct Personal Data, or (ii) provide the Merchant with a copy of the Personal Data that it Processes and make any corrections on the Merchant's behalf in accordance with its instructions.
- Worldline will not disclose Personal Data to any third party, except (i) when the Merchant directs Worldline to do so, (ii) if this is required by the contract or (iii) if this is required for Processing by Authorised Subcontractors, or (iv) if it is required by law.
- Persons acting on behalf of Worldline for the Processing of Personal Data will commit themselves to maintain the security and confidentiality of Personal Data in accordance with the provisions of the contract. To this end, Worldline will inform and train the persons acting on its behalf that have access to Personal Data about the applicable requirements

and ensure their compliance with such requirements through contractual or statutory confidentiality obligations.

- Upon written request submitted by the Controller no later than 30 calendar days prior to the end of the contract, Worldline will provide the Merchant with a readable copy of the live Personal Data on its systems. The Merchant acknowledges and accepts that Worldline has the right to invoice the provision of the copy at the then currently applicable rates.

3 Engagement of Subcontractor

3.1 The Merchant specifically authorizes the engagement of Worldline Group Members as Subcontractors. The Merchant generally authorizes Worldline to share Personal Data or subcontract whole or part of the Processing for the Purposes in the context of the provision of the Products and Services in which Worldline qualifies as the Data Processor to Authorised Subcontractors.

3.2 Worldline has the right to make this information available to the Merchant through the Website. The information on the Website will be updated (if required) only on the first business day of each quarter. This update shall qualify as a notification from Worldline to the Merchant as described in article 3.1.

3.3 Worldline will ensure via a written contract that the Authorised Subcontractor implements a level of protection for Personal Data equivalent to the provisions set out under this contract and is liable towards Worldline for any Processing Activities subcontracted to it.

3.4 The Merchant has the right to object to the engagement of any Sub-Processor. In order to exercise its right to object, the Merchant shall notify Worldline in writing within 10 business days after being notified according to article 3.2 of the use of a new Sub-Processor. The Merchant expressly agrees that any objection shall always be motivated and include the material or legal reasons for such objection.

4 Location of processing

4.1 Worldline will ensure that the Processing of Personal Data takes place:

- within Switzerland and the European Union;
- within any other country, territory or more specified sectors within such a country deemed by the Swiss Federal Council to offer an adequate level of data protection; or
- within any other country;
 - when Worldline has put appropriate mechanisms in place to ensure an equivalent level of protection according to the Legislation (e.g. Standard Contractual Clauses approved by the EU Commission and previously adopted by the Swiss Federal Data Protection and Information Commissioner and adapted accordingly to certain circumstances), or
 - after the prior written consent of the Merchant and/or to the extent that the transfer of the Personal Data to that country is otherwise lawful according to the Legislation (derogations for specific situations).

5 Security and confidentiality measures

5.1 Worldline shall apply appropriate technical and organisational security and confidentiality measures aimed at preventing accidental or unlawful destruction, loss, alteration or unauthorised disclosure or access to the Personal Data. The Merchant accepts that:

- The technical and organizational security measures defined and applied by Worldline are based on the instructions and information it has received from the Merchant;
- It has reviewed the technical and organisational security measures set out on the Website and deems them adequate taking into consideration the risk of the processing and the Purposes.

6 Breach of Personal Data

6.1 In the event of a Breach arising during the provision of the Products and Services for which Worldline qualifies as the Data Processor, Worldline will, without undue delay, after having identified and determined the circumstances and consequences of the Breach, notify the Merchant about the Breach and provide any relevant information. Worldline's notification of the Data Breach can in no case be construed as acknowledgement of fault or liability for said Data Breach.

6.2 Worldline has the right to make this information available to the Merchant through the communication channel it deems most appropriate, such as the Merchant web portal, the Website or email.

6.3 The Merchant expressly acknowledges that it is in charge of ensuring compliance with the requirements of Legislation in the context of a Data Breach and that it shall bear sole responsibility of completing such obligations (including notably any formalities, such as notifications to the competent authorities).

7 Data Subject rights

7.1 With regard to the protection of Data Subjects rights pursuant to the Legislation, the Merchant shall facilitate the exercise of Data Subject rights and shall ensure that adequate information is provided to Data Subjects about the Processing hereunder in a concise, transparent, intelligible and easily accessible form, using clear and plain language. When Consent of the Data Subject is required, the Merchant will ensure that a valid consent, in accordance with the Legislation, has been collected from the Data Subject.

7.2 Should a Data Subject directly contact Worldline wanting to exercise his individual rights, Worldline will direct such Data Subject to the Merchant. In support of the above, Worldline may provide the Controller's basic contact information to the requestor.

7.3 Worldline will assist the Data Controller in fulfilling its obligation to respond to a Data Subject's request as provided under the Legislation and taking into account the nature and the context of the Data Processing service provided to the Merchant. The Merchant accepts that Worldline has the right to invoice such assistance at the hourly or daily rates as then currently applicable.

8 Audit

8.1 Worldline will allow an independent third party auditor – which is not a competitor of Worldline – mandated by the Merchant at the Merchants sole expense to verify Worldline's compliance with these Data Processing Terms. Worldline will provide reasonable assistance to such audit.

9 Liability

9.1 The liability of each Party towards the other shall be governed by the relevant provisions of the contract.

10 Definitions

- **Authorised Subcontractor:** an entity that either: (a) qualifies as a Worldline Group Member; and/or (b) an entity named on the Website as updated from time to time.
- **Worldline Group Member:** any entity that is part of the Worldline group of companies. An entity that leaves the Worldline group of companies will continue to qualify as a Worldline Group Member for the purposes of the contract during a transition-out phase of maximum 6 months.
- **Breach, Data Breach or Personal Data Breach:** means a breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorised disclosure or access to Personal Data, transmitted, stored or otherwise processed.
- **Controller (Data Controller), Processor (Data Processor), Personal Data, Data Subject:** These terms shall have the same meaning as the definition given to them in GDPR.
- **Data Protection Officer or DPO:** dataprotection.switzerland@worldline.com
- **Legislation:** Swiss Federal Act on Data Protection (FADP) and the Ordinance to the FADP (OFADP) and, if and to the extent applicable, the General Data Protection Regulation, formally known as Regulation (EU) 2016/679 (GDPR) and any other relevant EU and national privacy legislation, as may be amended or replaced from time to time.
- **Products and Services:** the products and services provided by Worldline to the Merchant as included in the contract and subject to changes from time to time.
- **Website:** worldline.com/merchant-services
- **Worldline:** Worldline Switzerland Ltd., Hardturmstrasse 201, 8005 Zurich, Switzerland