

Data Processing Terms

applicable to the Contract Module for Online Payments Gateway

Worldline Merchant Services UK Limited

Version 04.2024 (GBR EN)

1 General

1.1 These Data Processing Terms are incorporated into, and are an integral part of, the Service Terms and Conditions for Online Payments Gateway.

1.2 These Data Processing Terms set out the parties' obligations regarding the protection of personal data, associated with the processing of personal data on behalf of the Merchant by Worldline during the performance of the Online Payments Gateway Service in accordance with the applicable Service Terms and Conditions and Contract Module.

1.3 The provisions set forth below apply where Worldline processes personal data as a processor for the purposes of performing the Services. For avoidance of doubt, the term "Service" or "Services" in these Data Processing Terms mean the Online Payments Gateway Service.

1.4 Capitalised terms used in these Data Processing Terms not otherwise defined herein shall have the meaning defined in the Schedule of Definitions, included as part of the Framework Agreement.

1.5 The Online Gateway Platform is hosted and maintained by Worldline e-Commerce Solutions BV/SRL, a Worldline group company based in Belgium ("WECS"). Any references to WECS in these Data Processing Terms or in the web links within these Data Processing Terms shall be interpreted as including Worldline. However, for the avoidance of doubt, Worldline shall be solely responsible to the Merchant in relation to the obligations set out in these Data Processing Terms.

2. Description of the processing

2.1 The processing of personal data that Worldline performs as processor under the Contract Module for Online Payments Gateway has the following characteristics (the "processing"):

2.1.1 The parties acknowledge and agree that, except for the cases otherwise described in the Service Terms and Conditions for Online Payment Gateway, for each of the processing which purpose is specified below, the Merchant acts as controller or as the case may be, as joint controller with certain other actors involved in the Transaction processing chain (if applicable), and undertakes to comply with its obligations as a controller under the Data Protection Legislation.

2.1.2 Worldline for its part acts as processor of the Merchant and acts upon the documented instructions of the Merchant. Worldline is not the controller of such processing, except for those specific services for which it is expressly indicated in the Service Conditions for Online Payments Gateway that Worldline is the controller;

2.1.3 The Merchant has chosen the Service as performed by Worldline as the most appropriate means to perform the processing of personal data for the purposes specified in these Data Processing Terms;

2.1.4 The purpose of the processing as defined by the Merchant is the processing of Transaction related payment information and payment data and any ancillary or related operations necessarily related to the purposes of (i) processing Transactions, (ii) providing the Merchant with associated back office services (such as reporting and Transaction management services) and/or any other optional services that have been selected by the Merchant under the Contract Module for Online Payments Gateway. The processing consists, within the limits indicated above, of support provided by the Online Gateway Platform and the tools that are connected thereto, via network lines and according to standard protocols, to collect, aggregate, compare, encrypt, decrypt, organise, verify, analyse, control, register, charge, display, enrich, copy, duplicate and transfer to persons that participate in the processing of the personal data;

2.1.5 The personal data that are being processed are personal data that are received and handled during the processing of the Transactions such as Transaction data, including the card number, its expiry date, the Transaction date and the Transaction amount;

2.1.6 The data subjects concerned by the processing are the Cardholders (i.e.: the Merchant's customers) whose personal data are processed in the context of the Transactions;

2.1.7 The personal data will be retained for [the data retention periods defined on the Worldline website](#). After such retention period, subject to any contrary statutory, regulatory or contractual retention obligations imposing upon Worldline another retention period for the personal data, the personal data will be erased or anonymised in accordance with clause 3.3.7. Without prejudice to the backups performed by Worldline, and provided the Online Gateway Platform enables this, the Merchant can reduce the retention periods provided this will not affect any statutory, regulatory or contractual retention obligations on Worldline. In such a case, the Merchant assumes the responsibility for the period it chooses.

3 Obligations of Worldline

3.1 Worldline shall implement, in compliance with the PCI/DSS requirements, the appropriate technical and organisational measures that apply in the sector in which it is active in order for the processing to comply with the requirements set out in the Data Protection Legislation. In its capacity of processor, Worldline commits to:

3.3.1 only process the personal data upon the instructions of the Merchant, including with regards to transfers of personal data to a third country or to an international organisation, unless otherwise required by Applicable Law to which Worldline is subject in which case Worldline shall inform the Merchant of such legal requirement prior to the processing unless that Applicable Law prohibits this information on important grounds of public interest. In addition, it being understood that the modalities in which the Service is provided as it is described in the Contract Module for Online Payments, constitutes the instructions of the Merchant.

3.3.2 ensure that its employees and the employees of its sub-processors that are authorised to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

3.3.3 implement, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, appropriate technical and organisational measures to ensure a level of security appropriate to the risk presented by the processing, such technical and organisational measures including [the technical -and -organisational measures defined on the Worldline website](#);

3.3.4 to the extent possible and taking into account the nature of the concerned processing, implement appropriate technical and organisational measures to assist the Merchant in the fulfilment of its obligations to respond to requests for exercising the data subjects rights that are set out in the Data Protection Legislation. The Merchant will be responsible for any costs resulting from the provision of such assistance by Worldline;

3.3.5 taking into account the nature of the concerned processing and the information available to Worldline, assist the Merchant in complying with its personal data breach notification obligations to data subjects and/or any supervisory authority provided for in the Data Protection Legislation, in the event of a personal data breach, to notify the Merchant without undue delay after becoming aware of the personal data breach, to the extent such personal data breach is caused by the Online Payment Gateway;

3.3.6 taking into account the nature of the concerned processing and the information available to Worldline, assisting the Merchant in carrying out data protection impact assessments relating to the protection of personal data, as well as any consultation with the supervisory authority in relation to data protection impact assessments, where applicable. The Merchant will be responsible for any costs resulting from the provision of such assistance by Worldline;

3.3.7 at the written request (instructions) of the Merchant and provided a law, regulation or a judicial or administrative authority does not require the retention of the personal data, delete all the personal data or return all the personal data at the termination or expiry of the Contract Module for Online Payments Gateway or at the end of the retention period and destroy all existing copies, except for backup copies and for personal data that is stored in log files which will be retained until the expiry of such back-up and log files according to Worldline policies.

3.3.8 promptly inform the Merchant if, according to Worldline, an instruction of the Merchant constitutes a breach of the Data Protection Legislation.

3.3.9 make available to the Merchant all information necessary to demonstrate compliance with the obligations set out in these Data Processing Terms and allow for and contribute to audits, including inspections, conducted by the Merchant or another auditor mandated by the Merchant. In case of audits, the following principles shall be respected:

- a) the Merchant shall not ask for more than one (1) audit per contractual year, unless Worldline has substantially breached its obligations under these Data Processing Terms in which case the Merchant is entitled to request one additional audit.
- b) in order to conduct an audit, the Merchant shall inform Worldline in writing at least six (6) weeks prior to the scheduled audit date and shall include a detailed audit plan. In case of an audit that takes place following a substantial breach committed by Worldline, the Merchant will inform Worldline in writing forty-eight (48) hours in advance.
- c) the reference that applies to the audit will be the PCI reference that applies to the Service. In this respect it is expressly agreed that audits shall not include: financial data or personal data that do not concern the Merchant, any information of which the disclosure might affect the security of the systems and/or of data of Worldline (in such case Worldline shall provide legitimate reasons for its refusal such as for example confidentiality or security reasons) or of other customers of Worldline, and software source code or any other tool used by Worldline;
- d) all costs related to such audit, including internal costs of Worldline, shall be at the sole expense of the Merchant. Worldline shall invoice all costs related to the audit, including working days of its staff to the Merchant, in accordance with its then applicable man day rates;
- e) the duration of the audit shall not take up more than three (3) Business Days.
- f) the auditor shall not be allowed to take copies of documents, files, data or information, in whole or in part, nor shall the auditor be allowed to take photos, to digitalise or to register audio video or computer records; neither can the auditor ask that all or part of such elements shall be provided; Worldline may show relevant documents in a secured environment;
- g) each auditor being a physical person, shall only be allowed at the site of Worldline, if the Merchant has provided information on its identity. The Merchant assures the probity of its mandated auditors irrespective whether they are employees of the Merchant or whether they are working for an external audit firm (which must not be a competitor of Worldline);
- h) the Merchant shall procure that any third party auditor shall enter into a confidentiality agreement with Worldline in such form as Worldline may reasonably require and the Merchant and the auditor shall treat all audits in the strictest confidence and not disclose any results except to the extent required by Applicable Law or where compelled by a competent court or Regulatory Authority; and
- i) the audit shall take place during normal working hours of Worldline and shall be performed in such a manner as to not disturb the provision of the Service nor any other activity which is performed by Worldline for the benefit of its other customers, which shall in any case have priority over the audit that is conducted; Worldline shall be entitled at any moment to suspend the audit if the provision of the Service requires that resources and/or means used for the audit, are mobilised for other purposes.

4 Sub-processors

4.1 The Merchant acknowledges and agrees that Worldline is allowed to appoint one or more sub-processors to carry out specific processing activities for personal data processed within the framework of the performance of the Contract Module for Online Payments Gateway.

4.2 The principal sub-processor is WECS (as defined in clause 1.5) and WECS may use further sub-processors. As of the effective date of the Contract Module for Online Payments [the details of such respective sub-processors and their location are set out on the Worldline website](#).

4.3 Worldline (including WECS) may engage additional sub-processors or replace an existing sub-processor provided it notifies the Merchant thereof ninety (90) days in advance in order to enable the Merchant to evaluate these changes and in the event the Merchant objects to such changes to terminate the Contract Module for Online Payments Gateway according to the following provisions.

4.4 The Merchant shall have a period of thirty (30) days as from the notification made by Worldline, to notify in writing any objections on reasonable grounds (the “**Notice of Objections**”). As Worldline offers a shared service, and unless the parties have agreed on an alternative solution to these objections, the Contract Module for Online Payments Gateway may be terminated by either party providing written notice at the latest within (30) days following the Notice of Objections (notwithstanding anything contained to the contrary in the Terms) but without prejudice to any fees incurred by the Merchant prior to the termination. This termination will be effective after a period of thirty (30) days from the date of notification of the termination of the Contract Module for Online Payments and the Merchant will no longer be able to use the Service from that date.

4.5 In the absence of a Notice of Objections within the aforementioned thirty (30) day period, the Service will continue to be provided by Worldline to the Merchant with the assistance of the new sub-processor.

4.6 In any event, to the extent that Worldline appoints or replaces a sub-processor to carry out specific processing activities of personal data in connection with the provision of the Service to the Merchant, obligations no less onerous than those relating to the protection of personal data as set out in these Data Processing Terms will be imposed on that sub-processor in a written agreement and in particular with regards to providing sufficient guarantees for the implementation of appropriate technical and organisational measures in a manner that meets the requirements of the Data Protection Legislation. Where that sub-processor fails to fulfil its data protection obligations, Worldline shall remain fully liable to the Merchant for the performance of that sub-processor's obligations.

4.7 Notwithstanding the foregoing, Worldline shall be entitled to appoint a new or alternative sub-processor in cases of emergency, this being defined as circumstances which in Worldline's reasonable opinion make the provision of the Services in accordance with the Contract Module for Online Payments Gateway excessively onerous, from a practical or commercial perspective. In such case, Worldline shall provide the notice of this change to the Merchant as soon as reasonably practical and the provisions of clause 4.4 regarding Notice of Objections and the right to terminate shall apply in the same way

5 Data Transfers

5.1 The Merchant is informed and acknowledges that, for the purposes of processing the Transactions, Worldline or its sub-processors are required to communicate the personal data to third-party controllers involved in the Transaction processing chain, including the Financial Institutions and Payment Schemes, with which Worldline or its sub-processors have no contractual relationship but whose intervention is necessary for the processing of the Transaction in accordance with the Contract Module for Online Payments Gateway and/or the instructions of the Merchant. This may lead to the transfer of personal data in a country outside the European Economic Area and/or the United Kingdom that does not have an adequate level of protection. In this case, it is the Merchant's responsibility to ensure that Worldline and its sub-processors may make such transfer of personal data in accordance with the Data Protection Legislation.

5.2 In the event that the use of a sub-processor by Worldline requires the transfer of personal data in a country located outside the European Economic Area or the United Kingdom which does not have an adequate level of protection, Worldline undertakes to implement a management solution for this transfer in accordance with the provisions of the Data Protection Legislation. This may include the entering into Standard Contract Clauses as approved by the UK Information Commissioner's Office.

5.3 The communication by Worldline of all personal data, to any Regulatory Authority, whenever such communication is requested by such Regulatory Authority shall only be done if the Merchant has instructed Worldline to do so unless Worldline is obliged by Applicable Law to i) provide the information to such Regulatory Authority and ii) to do so without informing the Merchant thereof. In such event Worldline shall provide such information to the Regulatory Authority, without having the authorisation from the Merchant and without informing the Merchant of such processing of the personal data.