

## Important Changes to your Payment Processing Services Agreement

We have made several important amendments to our *Terms and Conditions* as a result of the new General Data Protection Regulation (GDPR), which will come into force in May 2018, and in connection with our rebranding from Realex Payments to Global Payments, which we have previously communicated to you.

This document should be read in conjunction with Part 2 (*Terms and Conditions*) of your *Payment Processing Services Agreement*. Please retain this document for future reference.

1. **GLOBAL PAYMENTS** – All references in the Agreement to Realex Payments have been updated to Global Payments.
2. **DEFINITIONS AND INTERPRETATION** – The definition of Data Protection Laws has been updated:
  - **“Data Protection Laws”** means (a) up until 25 May 2018, the EU Data Protection Directive 95/46/EC as implemented in the appropriate local territories of the European Union (Member States) (b) on and from 25 May 2018 and the General Data Protection Regulation (EU) 2016/679 (“GDPR”) (together with laws implementing or supplementing the GDPR in Member States, in each case as amended and superseded from time to time), and/or all applicable laws, rules, regulations, regulatory guidance, regulatory requirements from time to time, in each case in each jurisdiction.
3. **DATA PROTECTION AND SECURITY** – Clause 15 has been updated:
  15. DATA PROTECTION AND SECURITY
    - 15.1 The parties acknowledge and agree that the Client is the data controller, and Global Payments is the data processor, of any personal data processed by Global Payments for the purposes of providing the Services (except as specified otherwise in this clause). The Client hereby appoints Global Payments as a data processor and instructs Global Payments to process the personal data as reasonably necessary for the provision of the Services.

In this clause 15 the terms "personal data", "data processor", "data controller", "personal data breach", "data subject", "process/processing", "special categories of personal data" and "supervisory authority" have the same meanings as set out in the Data Protection Laws.
    - 15.2 Where Global Payments processes personal data as a data processor on behalf of the Client as data controller, Global Payments shall:
      - (i) only process the personal data in accordance with the terms of this Agreement and any instructions from the Client, unless required by EU or member state law to which Global Payments is subject;
      - (ii) take appropriate measures as required pursuant to Article 32 GDPR to ensure a level of security for the personal data which is appropriate to the level of risk involved in the processing
      - (iii) take reasonable steps to ensure the reliability of persons authorised to process the personal data, ensuring that all such individuals have committed themselves to obligations of confidentiality;
      - (iv) promptly notify the Client if it receives any communication from a data subject or supervisory authority under any Data Protection Laws in respect of the personal data, and provide reasonable assistance to the Client in its obligation to respond to these communications;
      - (v) promptly upon becoming aware, notify the Client of any personal data breach, and provide such information as reasonably required by the Client to comply with its obligations under the Data Protection Laws;

- (vi) make available to the Client on request all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR;
  - (vii) provide reasonable assistance to the Client with the obligations pursuant to Articles 35 and 36 GDPR, taking into account the nature of the processing and information available to Global Payments; and
  - (viii) at the choice of the Client, delete or return to Client all the personal data of which the Client is data controller as soon as reasonably practicable and in any event within 90 days, upon termination or expiry of this Agreement (unless Global Payment needs to retain copies to comply with legal or regulatory requirements applicable to it).
- 15.3 The Client authorises Global Payments to appoint sub-processors subject always to Global Payments making available to the Client a list of sub-processors which it uses during the term of this Agreement. If at any time Global Payments wishes to make any changes to the list of sub-processors, (i) Global Payments shall notify the Client of the proposed change; and (ii) the Client shall have a period of thirty (30) days from the date of such notice to notify Global Payments if it objects to the proposed new sub-processor. In such cases either party may terminate this Agreement with reasonable prior written notice without fault. In cases of no objection, the new or alternate sub-processor shall be deemed approved by the Client.
- 15.4 The parties acknowledge that in the course of the performance of this Agreement personal data may be transferred outside the European Economic Area ("EEA"). To the extent that Global Payments transfers any personal data to countries outside the EEA that do not have adequate protection under laws that apply to us, we will make sure that suitable safeguards are in place before transferring any personal data.
- 15.5 The Client represents, undertakes and warrants that all personal data which Global Payments processes pursuant to this Agreement has been and shall be collected and processed by the Client in accordance with Data Protection Laws and without limitation to the foregoing, the Client shall take all steps necessary, including providing appropriate fair collection notices, ensuring that there is a lawful basis for Global Payments to process the personal data and if relevant, any special categories of personal data, and obtaining any consents needed to process the personal data, in each case to ensure that the processing of the personal data by Global Payments in accordance with this Agreement is in accordance with Data Protection Laws.
- 15.6 Where a party processes personal data as data controller pursuant to this Agreement, such party shall comply with its obligations under the Data Protection Laws.
- 15.7 Global Payments may aggregate information in its database for the purposes of fraud detection and specifically in this event the Client agrees that Global Payments can use its historical information to detect possible fraudulent transactions for other clients that use the Global Payments service.
- 15.8 Global Payments is certified as a Level 1 PCI Compliant payment services provider, a certification provided by an accredited third party. In order to maintain this status, Global Payments submits to an annual security audit and employs an in-house security team who monitor Global Payments' systems on an ongoing basis. As a condition of achieving and maintaining that level of compliance, Global Payments is responsible for the security (but not the accuracy or legality) of any data submitted by the Client to Global Payments as card data for processing, transmission or storage, but only for so long as such data remains within Global Payments' systems.
- 15.9 Part 4 contains details of the subject matter, purpose and nature of the processing, and the categories of personal data and data subjects whose personal data is processed pursuant to this Agreement, as required by Article 28(3) GDPR.

4. **OTHER TERMS EXPLAINED** – A new Part 4 has been added to the Agreement setting forth certain details related to how Global Payments processes personal data:

## PART 4 - DETAILS OF PROCESSING

This Part 4 includes certain details of the Processing of the Personal Data as required by Article 28(3) GDPR or equivalent provisions of any Data Protection Laws.

- Subject matter, nature and purpose: the processing of data in the course of providing services, including payment gateway services, that permit the Client to take payment from customers for goods or services
- Duration: the Term of this Agreement
- Type of personal data: transactional data required for the provision of the services, including card number, cardholder name and cardholder contact information
- Categories of data subjects: customers of the Client who engage in payment transactions

Issued 05/2018

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Pay and Shop Limited, trading as Global Payments has its registered office at The Observatory, [7-11 Sir John Rogerson's Quay, Dublin 2](#) and is registered in Ireland, company number 324929.

Global Payments is a trading name of GPUK LLP. GPUK LLP is authorised by the Financial Conduct Authority under the Payment Service Regulations 2009 (504290) for the provision of payment services and under the Consumer Credit Licence (714439) for the undertaking of terminal rental.

GPUK LLP is a limited liability partnership registered in England number OC337146. Registered Office: [51 De Montfort Street Leicester LE1 7BB](#). The members are Global Payments U.K. Limited and Global Payments U.K. 2 Limited. Service of any documents relating to the business will be effective if served at the Registered Office.