



Notice concerning the protection of personal data for Professional Customers

This document is a Description of how POST processes Personal Data as the Processor, according to its Customer's instructions.

GENERAL DESCRIPTION

DEFINITIONS

"Contract": the contract concluded between POST and its Customer, in the context of which POST processes Data on behalf of the Customer and according to his/her/its Instructions;

"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 and gives Instructions to the Processor. In the present case, the Controller is the POST Customer;

"Customer": any (professional) customer of POST as defined in the POST General Terms and Conditions of Sale for Professional Customers;

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

"Description(s)": the General and/or Specific Description. The Descriptions survive termination of the Contract;

"General Description": a general overview of the Data Processing performed by POST as Processor of the Customer, in the context of its contractual customer relationships. The Descriptions are liable to be amended by POST;

"Instruction(s)": written and documented instructions issued to the Processor by the Controller, defining terms and conditions for Data Processing;

"Law": all laws, regulations and other requirements applicable in the Grand Duchy of Luxembourg, in particular relating to the protection of natural persons with regard to the processing of Personal Data, including the General Data Protection Regulation (Regulation EU 2016/679);

"Notice": this document including the General Description and the Specific Description(s);

"Person Concerned": any identified or identifiable natural person whose Data is subject to Processing;

"Personal Data" or "Data": the personal data, as defined by Law, provided by the Customer as Data Controller and processed by POST as Processor (e.g. name, address [physical and email], telephone number, account number, etc.);

"POST": POST Finance, the postal financial services division of POST Luxembourg, a public body established by the Law of 10 August 1992, as amended, having its registered office at 20, rue de Reims, L-2417 Luxembourg, registered with the Luxembourg Trade and Companies Register under number J28;

"Processing": any operation or set of operations defined by Law, which is performed on Data or on sets of Data, whether or not by automated means (e.g. collection, recording, organisation, consultation, use, destruction);

"Processor": a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller and according to his/her/its Instructions. In the present case, the Processor is POST;

"Specific Description": a detailed overview of the Customer's written Instructions regarding the Processing to be performed by POST as Processor of the Customer, as set out in this document and/or in a contract, the terms and conditions, accompanying documents, a subscription form or any other document;

1. Obligations of the Customer

In the context of the Contract, the Customer, as the Data Controller, and POST, as Processor, undertake to comply with the Law.

The Customer has primary responsibility for ensuring the legality of Processing activities. Therefore, the Customer undertakes to:

- (i) provide POST with clear and sufficiently documented Instructions in the Specific Description;
- (ii) keep a register of the Processing activities under his/her/its responsibility;
- (iii) implement technical and organisational measures to ensure a sufficient level of protection for Personal Data. In so doing, the Customer shall take into account the nature, scope, context and goals of the Processing as well as the risks of adverse impacts on the rights and liberties of the Persons Concerned. These measures shall be reviewed and adapted as necessary;
- (iv) respect the rights of the Person Concerned;
- (v) obtain the approval of the relevant control authorities where required;
- (vi) notify Personal Data Breaches to the relevant control authority and where applicable to the Persons Concerned, in accordance with the provisions of the Law;
- (vii) perform an impact analysis relating to Data Protection where appropriate.

2. Obligations of POST

To the extent that performance of the Contract requires POST to perform Personal Data Processing operations, POST will act exclusively on behalf of the Customer and according to his/her/its Instructions as per the terms of the Notice. Should POST reasonably consider an Instruction to be in breach of the Law, it shall inform the Customer immediately.

3. Confidentiality

POST processes Personal Data as confidential information.

POST undertakes not to disclose Personal Data, except in accordance with the Customer's Instructions or under other obligations specified by Law or imposed by any other relevant control authority or court decision, in which case it shall (i) make all reasonable efforts to advise the Customer prior to this disclosure and, in all cases, immediately following it and (ii) take all possible measures to limit the disclosure of Personal Data to that which is strictly necessary in order to meet this obligation.

POST will see that it imposes confidentiality obligations on any staff members responsible for processing Personal Data, as well as on its own subcontractors, where appropriate.

4. POST subcontractors

POST will not subcontract any Customer Data Processing operations without first informing the Customer.

Where POST uses subcontractors to assist it in performing Data Processing operations, POST shall ensure that it obtains a commitment from its subcontractors to maintain appropriate guarantees for the Processing of this Data in accordance with the Law.

5. Security

POST implements a reasonable and appropriate set of technical and organisational measures in order to ensure a level of security for the Data and/or Customer Data Processing that is appropriate to the state of knowledge, the costs of implementation and the nature, scope, context and aims of the Processing, in the light of the risks identified.

The security measures are intended to (i) protect Personal Data from destruction, accidental or illicit loss, alteration, unauthorised disclosure or access in respect of Data transmitted, stored or otherwise processed and (ii) guarantee a level of security appropriate to the risk, including, among others and according to need (these categories of measures are given by way of illustration):

- human resource security;
- security and data protection awareness and training programme;
- secure media handling (storage, transfer and disposal);
- logical access control;
- physical and environmental security;
- cryptography;
- IT service management processes (Security Incident management, change management, etc.);
- separation of development, testing and operational environments;
- protection of test data;
- malware protection;
- backups;
- logging and monitoring;
- technical vulnerability management;
- network security;
- system acquisition, development and maintenance;
- compliance and security audit.

6. Rights of the Persons Concerned

POST will assist the Customer in an appropriate manner and taking into account the nature of the Processing, to enable him/her to fulfil his/her obligation to comply with requests to exercise the rights of the Persons Concerned. POST reserves the right to invoice this.

7. Notification in the event of Data Breach

In the event of a Data Breach, POST shall provide assistance appropriate to the nature of the Processing and available information to enable the Customer to comply with his/her/its notification obligations provided for by Law. POST shall notify the Customer of any Data Breach concerning him/her/it as swiftly as possible after learning of such a Breach. The Customer shall also notify POST as swiftly as possible of any Data Breach likely to involve POST.

8. Deletion or return of Personal Data

On the Customer's Instruction - unless otherwise provided by Law and/or unless a reversibility service has previously been negotiated in the Contract - POST undertakes to return or delete all Customer Personal Data definitively upon expiry of the Contract.

9. Audits

POST will provide the Customer with all necessary information to demonstrate, in the context of the Contract, that all legal obligations have been met to enable the Customer or any other auditor mandated by them to perform an audit, and to contribute to these audits.

SPECIFIC DESCRIPTION

This Specific Description lists the Data Processing performed by POST in the context of the postal financial services provided to the Customer, upon the documented Instructions of the latter. The capitalised terms should be understood as defined in the General Description or in the POST General Terms and Conditions.

Purpose of the Processing:	to provide one or more POST Service(s), notably opening Accounts, issuing Credit/Debit Cards, transactions and Payment Orders, call centre services, etc. subscribed to by the Customer in his/her capacity as Data Controller. The Processor processes the Data on behalf of the Data Controller in order to be able to provide the Service(s) subscribed to by the Customer under the Contract.
Contact details of the Processor's Data Protection Officer (DPO):	Postal address: POST Luxembourg - DPO, 20 rue de Reims, L-2417 Luxembourg Email: privacy@post.lu
Place of Processing:	geographically located in the Grand Duchy of Luxembourg.
Storage duration:	the Processed Data will be stored throughout the duration of the Contract and according to the terms defined therein or for any other duration mandated by the Law. By default, POST will store data for: <ul style="list-style-type: none"> • a maximum of 3 (three) years from the end of the commercial relationship, in the case of Data processed for the purposes of commercial prospecting, marketing initiatives or the promotion of offers provided by POST, its subsidiaries and its external partners • a maximum of 10 (ten) years from the end of the commercial relationship, in the case of Data relating to contractual aspects (contracts, guarantees, claims, collection & litigation, etc.) or accounting (invoices, purchase orders, delivery notes, etc.).
Operations performed on the Personal Data by the Processor:	collection, recording, organisation, structuring, storage, adaptation, alteration, retrieval, consultation, use, disclosure by transmission, alignment or combination, restriction, erasure or destruction.
Data or categories of Data Processed:	standard identification data (surname, first names, postal address, telephone number, identity document, etc.), electronic identification data (email address, IP address, login/password, cookies, etc.), personal characteristics (marital status, nationality, date and place of birth, family situation, household composition, profession, etc.), classic bank identification data (RIB, IBAN, BIC, bank card data, KYC data, transactions, etc.), data relating to interactions with POST products and services (transaction history, pages visited on POST websites and mobile applications, etc.), geolocation data, economic & financial data.
Categories of Persons Concerned:	payees or representatives of the Customer.
Categories of subcontractors of the Processor involved in the Processing:	companies processing Payment Card transactions, Visa Card insurance, regulatory compliance services (identification/storage/updating of KYC data, AML alerts, CRS, PSD II, PAD reporting), Account statement editing and logistics, provision/activation of, and assistance with, strong authentication means, documentary archiving, payment initiation services, IT services (security, hosting, storage, authentication, etc.).
<u>Special instructions</u>	where applicable (to be completed by the Customer).