

[PARCEL CONNECT LIMITED T/A FASTWAY] DATA PROCESSING TERMS
{These Data Processing Terms are required for the purposes of Article 28 of GDPR (mandatory processor obligations) apply between [Parcel Connect Limited t/a Fastway] as a processor of Personal Data and each of its controllers.}
Last Modified: [06] 2021

1. BACKGROUND

(A) These Data Processing Terms and their Appendices (the “**Terms**”) reflect the parties’ agreement with respect to the Processing of Personal Data by Us on behalf of You in connection with the Services (as defined below) under the legal agreement entered into by Us with You setting out the terms of Your use of the Services (the “**Agreement**”).

(B) We may update these Terms from time to time and we will let you know via email if We do this.

2. Definitions

2.1 The following definitions and rules of interpretation apply in these Terms.

Appropriate Safeguards: the measures set out in Article 46 of the GDPR.

Appropriate Technical and Organisational Measures: the appropriate technical and organisational measures referred to in Data Protection Legislation (including, as appropriate, the measures referred to in Article 32(1) of the GDPR).

Authorised Person: the personnel authorised on Your behalf to provide Us with instructions in relation to the Processing.

Business Day: a day other than a Saturday, Sunday or public holiday in Ireland when banks are open for business.

Business Purpose: the provision of the Services.

Data Controller: has the meaning given to such term or to ‘controller’, as appropriate, in Data Protection Legislation

Data Processor: has the meaning given to such term or to ‘processor’, as appropriate, in Data Protection Legislation

Data Protection Legislation: the Data Protection Acts 1988 to 2018, General Data Protection Regulation (EU) 2016/679, and any other applicable law or regulation relating to the Processing of Personal Data and to privacy (including the E-Privacy Directive 2002/58/EC and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, as such legislation shall be supplemented, amended, revised or replaced from time to time and all guidance and codes of practice issued by the DPC from time to time.

Data Protection Officer: a data protection officer appointed pursuant to Data Protection Legislation.

Data Subject: an individual who is the subject of Personal Data.

Delete: to remove or obliterate Personal Data such that it cannot be recovered or reconstructed.

DPC: Office of the Data Protection Commissioner, Canal House, Station Road, Portarlington, Co. Laois, R32 AP23, Ireland.

EEA: the states that are contracting parties to the Agreement on the European Economic Area from time to time.

Normal Business Hours: 9.00am to 5.00pm on a Business Day in Ireland.

Our System: any information technology system or systems owned or operated by Us to which Your Data is delivered or on which the Services are performed.

Personal Data: has the meaning set out in Data Protection Legislation and relates only to personal data, or any part of such Personal Data, in respect of the Services.

Personal Data Breach: means any “personal data breach” as defined in the GDPR in respect of the Personal Data which is caused by the Sub-Processor.

Privacy & Cookies Policy: the policies governing the processing of personal data (as may be amended from time to time) as made available at the Processor Site.

Processed Data: any of the Personal Data that has been Processed by the Sub-Processor.

Processing: has the meaning given to such term in Data Protection Legislation, and **Processed** and **Process** shall be interpreted accordingly.

Processor Site: www.fastway.ie or such other websites or digital applications as We may notify to You from time to time.

Representatives: Your or Our employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Services as the context requires.

Restricted Transfer: any transfer of Personal Data to countries outside of the EEA which are not subject to an adequacy decision by the European Commission under Article 45 of the GDPR, where such transfer would be prohibited by Data Protection Legislation.

Security Features: any security feature, including any encryption, pseudonymisation, key, PIN, password, token or smartcard.

Services: the provision of courier delivery services.

Specific Instructions: instructions meeting the criteria set out in Clause 3 of these Terms.

Standard Contractual Clauses: the contractual clauses dealing with the transfer of Personal Data outside the EEA, which have been approved by (i) the European Commission under Data Protection Legislation, or (ii) by the DPC or an equivalent competent authority under Data Protection Legislation in the form set out in Appendix 1 or such replacement form as may be so approved from time to time.

Sub-processor: has the meaning given to such term in Clause 14 of these Terms.

Term: the duration of the provision of the Services

Your Data: the Personal Data provided by You to Us (or to which We have access) from time to time in respect of the Services, and any other Personal Data Processed by Us on behalf of You or any User.

User: any individual person who is an employee, contractor, supplier, customer, consignee etc. of You.

3. Services

3.1 We shall not act on any specific instructions given by You from time to time during the Term in respect of Processing unless they are:

3.1.1 in writing (including by electronic means); and

3.1.2 given by an Authorised Person.

3.2 We shall Process the Personal Data for the Business Purpose only and in compliance with Your instructions from time to time, which may be:

3.2.1 Specific Instructions; or

3.2.2 General instructions set out in these Terms or the Agreement

unless required to do otherwise by Union or Member State law to which We are subject, in which case, where legally permitted, We shall inform You of such legal requirement before Processing.

3.3 The types of Personal Data to be Processed pursuant to these Terms shall include (but shall not be limited to) Personal Data provided by You in respect of Users and for the purposes of We providing the Services, which may include any of the following combinations of customer personal data:-

- contact name
- phone number
- email
- address and Eircode
- proof of delivery signatures

as well as:

- item/parcel description
- courier name

4. Parties' obligations

4.1 We shall:

4.1.1 only make copies of the Personal Data to the extent reasonably necessary for the Business Purpose; and

4.1.2 not extract, reverse-engineer, re-utilise, use, exploit, redistribute, re-disseminate, copy or store the Personal Data other than for the Business Purpose.

4.2 We shall notify You in writing without delay of any situation or envisaged development that shall in any way change Our ability to Process the Personal Data as set out in these Terms.

- 4.3 In general, Personal Data and any logs created by Us relating to such Personal Data will be kept and stored for a period of thirty (30) days following the date of termination/expiry of the Agreement, in line with Our Data Retention Policy, after which point it will then be automatically deleted or anonymised by Us, unless We are legally required/entitled to store the Personal Data for a period of time. Notwithstanding this, We shall, at Your cost and taking into account the nature of the Processing of Personal Data, promptly comply with any written request from You requiring Us to amend, transfer or Delete any of the Personal Data in advance of or following the expiration of this period.
- 4.4 At Your request and cost, We shall provide to You a copy of all Personal Data held by Us in a commonly used format.
- 4.5 At Your request and cost, taking into account the nature of Sub-Processing of the Personal Data and the information available, We shall provide to You such information and such assistance as You may reasonably require, and within the timescales reasonably specified by You, in order for Us to comply with obligations under (i) Article 28 3(f) of GDPR (namely assisting You to ensure compliance with Your obligations pursuant to Articles 32 to 36 of GDPR); (ii) Article 28 3(e) of GDPR (namely assist You by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Your obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of GDPR); and (iii) Article 28 3(h) of GDPR (namely, making available all information necessary to demonstrate compliance with obligations laid down in Article 28 of GDPR).
- 4.6 Any proposal by Us to in any way use or make available Your Data other than as provided for pursuant to these Terms shall be subject to Your prior written approval.
- 4.7 You acknowledge that We are under no duty to investigate the completeness, accuracy or sufficiency of:
- (i) any instructions received from You , or
 - (ii) any of Your Data
- 4.8 You shall:
- 4.8.1 ensure that You are entitled and authorised to transfer the Personal Data to Us so that We may lawfully process and transfer (if applicable) Your Data in accordance with these Terms;
 - 4.8.2 ensure that the relevant Data Subjects have been informed of, and have given their consent (when necessary) to, such use, processing, and transfer as required by Data Protection Legislation;

- 4.8.3 notify Us in writing without delay of any situation or envisaged development that shall in any way influence, change or limit the ability of Us to process Your Data as set out in these Terms;
- 4.8.4 ensure that the Personal Data which You instruct Us to Process pursuant to these Terms is:
 - 4.8.4.1 obtained lawfully, fairly and in a transparent manner in relation to the Data Subject (including in respect of how consent is obtained);
 - 4.8.4.2 collected and processed for specified, explicit and legitimate purposes, and not further processed in a manner incompatible with those purposes;
 - 4.8.4.3 adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
 - 4.8.4.4 accurate, and where necessary kept up to date;
 - 4.8.4.5 erased or rectified without delay where it is inaccurate, having regard to the purposes for which they are processed;
 - 4.8.4.6 kept in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which the Personal Data are processed and subject to the implementation of Appropriate Technical and Organisational Measures);
 - 4.8.4.7 processed in a manner that ensures appropriate security of the Personal Data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using Appropriate Technical and Organisational Measures; and
 - 4.8.4.8 provide such information and such assistance to Us as We may reasonably require, and within the timescales reasonably specified by Us, to allow Us to comply with Our obligations under Data Protection Legislation.
- 4.9 Your Data passed to Us for Processing shall not be kept by Us for a period that is longer than necessary. This will include instances where We are required to maintain records for legal purposes, eg, customs clearance, ComReg investigations etc.

5. Employees

- 5.1 We shall take reasonable steps to ensure the reliability of all Our employees who have access to the Your Data, and to ensure that such employees have committed themselves to a binding duty of confidentiality and to comply with relevant security measures in respect of the Personal Data. Employees who process Your Data have received appropriate training in data protection and are aware of their obligation to maintain and sustain the safety, security and integrity of Your Data

6. Records

- 6.1 We shall keep at Our normal place of business records (including in electronic form) relating to all categories of Processing activities carried out on behalf of You, containing:
- 6.1.1 the general description of the security measures taken in respect of the Personal Data, including details of any Security Features and the Appropriate Technical and Organisational Measures;
 - 6.1.2 The name and contact details of Us; any sub-supplier; and where applicable Our representatives; and where applicable any Data Protection Officer appointed by Us;
 - 6.1.3 the categories of Processing by Us on behalf of You ;
 - 6.1.4 the agreed time limits for erasure of the Personal Data; and
 - 6.1.5 details of any non-EEA Personal Data transfers, where applicable, and the safeguards in place in respect of such transfers.

7. Audits

- 7.1 Subject to Clause 7.2, 7.3 and 7.4, and to the extent required by Data Protection Legislation, You shall have the right to examine and review the use by Us of Your Data provided to Us by You only for the purpose of ascertaining that Your Data has been used and Processed in accordance with these Terms.
- 7.2 An audit under this Clause shall be carried out on the following basis:
- (i) You must first contact Us by email asking for evidence of compliance with Our obligations under these Terms, and We shall respond to such email within thirty (30) Business Days; If We have not responded to Your email with a response which is reasonably satisfactory to You within such thirty (30) Business Day period then, no more than once in any twelve (12) month period

and during Normal Business Hours during the course of one Business Day, You may audit the Processing of the Personal Data at a location agreed by Us. You shall bear the reasonable expenses incurred by Us in respect of any such audit and any such audit shall not interfere with the normal and efficient operation of Our business. We may require, as a condition of granting such access, that You (and its representatives) enter into reasonable confidentiality undertakings with Us.

- 7.3 The scope of any examination and review by You of the use by Us of Your Data shall be agreed in writing prior to the commencement of any such examination and review.
- 7.4 In the event that the audit process determines that We are materially non-compliant with its obligations under these Terms, You may, by notice in writing, deny further access to Your Data.

8. Data Subject Requests

- 8.1 We shall, at Your cost, notify You as soon as reasonably practicable if We receive:
 - 8.1.1 a request from a Data Subject for access to that person's Personal Data (relating to the Services);
 - 8.1.2 any communication from a Data Subject (relating to the Services) seeking to exercise rights conferred on the Data Subject by Data Protection Legislation in respect of Personal Data; or
 - 8.1.3 any complaint or any claim for compensation arising from or relating to the Processing of such Personal Data.
- 8.2 We shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of You , as provided for in these Terms, or as required by law in which case We shall to the extent permitted by law inform You of that legal requirement before We disclose the Personal Data to any Data Subject or third party.

9. Data Protection Officer

- 9.1 We shall appoint a Data Protection Officer, if required to do so pursuant to Data Protection Legislation, and provide You with the contact details of such Data Protection Officer.
- 9.2 You shall appoint a Data Protection Officer, if required to do so pursuant to Data Protection Legislation, and provide Us with the contact details of such Data Protection Officer.

10. Security

- 10.1 We shall, in accordance with Our requirements under Data Protection Legislation, implement Appropriate Technical and Organisational Measures to safeguard Your Data from unauthorised or unlawful Processing or accidental loss, alteration, disclosure, destruction or damage, and that, having regard to the state of technological development and the cost of implementing any measures (and the nature, scope, context and purposes of Processing, as well as the risk to Data Subjects), such measures shall be proportionate and reasonable to ensure a level of security appropriate to the harm that might result from unauthorised or unlawful Processing or accidental loss, alteration, disclosure, destruction or damage and to the nature of the Personal Data to be protected.
- 10.2 We shall ensure that Your Data provided by You can only be accessed by persons and systems that are authorised by Us and necessary to meet the Business Purpose, and that all equipment used by Us for the Processing of Personal Data shall be maintained by Us in a physically secure environment.
- 10.3 We shall implement processes to:
- 10.3.1 Ensure the ongoing confidentiality, integrity, availability and resilience of the processing systems and services.
 - 10.3.2 Restore the availability of and access to the Personal Data in a timely manner in the event of a physical or technical incident.
 - 10.3.3 Regularly test, assess and evaluate the effectiveness of technical and organisational measures implemented for ensuring the security of the processing.
 - 10.3.4 Pseudonymise and encrypt the Personal Data, if appropriate.
- 10.4 You acknowledges that We may, as part of the maintenance and implementation of the Services, change Our adequate technical and organisational protection measures, provided that the measures as amended ensure at least the same security level as those replaced. In any case, the level of protection required by law shall be maintained by Us.
- 10.5 You shall make a back-up copy of Your Data as often as is reasonably necessary and record the copy on media from which the Personal Data can be reloaded in the event of any corruption or loss of such Personal Data.

11. Personal Breach Reporting

- 11.1 We shall promptly inform You , without undue delay if any of Your Data is lost or destroyed or becomes damaged, corrupted, or unusable, or if there is any accidental, unauthorised or unlawful disclosure of or access to any of Your Data. In such case, We will use Our best endeavours to restore the Personal Data at Your expense (save where the incident was caused by Our negligent act or omission, in which case it will be at Our expense), and will comply with all of Our obligations under Data Protection Legislation in this regard.
- 11.2 We must inform You of any Personal Data Breaches, or any complaint, notice or communication in relation to a Personal Data Breach, without undue delay. Taking into account the nature of the Processing of the Personal Data and the information available to Us and at Your cost, We will provide sufficient information and assist You in ensuring compliance with Your obligations in relation to notification of Personal Data Breaches (including the obligation to notify Personal Data Breaches to the DPC within seventy two (72) hours), and communication of Personal Data Breaches to Data Subjects where the breach is likely to result in a high risk to the rights of such Data Subjects. Taking into account the nature of the Processing of the Personal Data and the information available to Us and at Your cost, We shall co-operate with You and take such reasonable commercial steps as are directed by You to assist in the investigation, mitigation and remediation of each such Personal Data Breach.
- 11.3 Taking into account the nature of the Processing of the Personal Data and the information available to Us and at Your cost, We shall co-operate with You and take such reasonable commercial steps as are directed by You to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

12. Restricted Transfers

- 12.1 A Restricted Transfer may not be made by Us (other than transfers to Our affiliates and to any agents and sub-contractors for the purposes of performing the Services) without Your prior written consent, and if such consent has been obtained, such Restricted Transfer may only be made where there are Appropriate Safeguards in place with regard to the rights of Data Subjects (including but not limited to the Standard Contractual Clauses, binding corporate rules, or any other model clauses or transfer mechanism approved by the DPC).
- 12.2 Subject to Clause 12.2, in the event of any Restricted Transfer by Us to a contracted Sub-processor, to any affiliate of You or otherwise for which consent has been obtained, You and We shall procure that
- (i) You (where the Restricted Transfer is being made at Your request) or We acting as agent for and on behalf of You (where the Restricted Transfer is being made at Our request), and

- (ii) the Data Importer, shall enter into the Standard Contractual Clauses in respect of such Restricted Transfer. The party which is entering into the Standard Contractual Clauses with a Data Importer shall comply with the guidance of any relevant regulatory authority on Restricted Transfers in particular with respect to the use of Standard Contractual Clauses and any supplementary or additional measures required to be taken in the context of any such Restricted Transfers.
- 12.3 Subject to Clause 12.4, any Restricted Transfer made by one party (“Data Exporter”) to the other party (“Data Importer”) shall be made subject to the provisions set out in the Standard Contractual Clauses. The terms “Data Importer” and “Data Exporter” shall have the meanings as set forth in the Standard Contractual Clauses.
- 12.4 Clauses 12.2, 12.3 or 12.4 shall not apply to a Restricted Transfer if other compliance steps (which may include, but shall not be limited to, obtaining explicit consents from Data Subjects) have been taken to allow the relevant Restricted Transfer to take place without breach of applicable Data Protection Legislation.
- 12.5 In the event that there is any conflict between the Standard Contractual Clauses and the other provisions of these Terms, such Standard Contractual Clauses shall take precedence in respect of such conflict (other than in respect of legislative references etc. which have been updated pursuant to Data Protection Legislation since the date of approval of such Standard Contractual Clauses.)

13. Sub-processors

- 13.1 You agree and acknowledge that We are generally authorised to have Your Data Processed by any of Our Affiliates and by any agents and contractors for the purpose of providing the Services (a “**Sub-processor**”). We maintain a list of Sub-processors used by Us, and which contains details of current appointed Sub-processors and any intended changes concerning the addition or replacement of other Sub-Processors. If You object to the appointment of any additional Sub-processors following the date of this Agreement, then we will enter into discussions to agree a solution to the issue. Where We require a particular Sub-Processor for the provision of our Services and are not in a position to accede to Your request, then You and We understand that You may no longer be able to avail of some or all of the Services.
- 13.2 We must enter into a data processing contract with the Sub-processor which places the same data protection obligations on the Sub-processor as We have in these Terms (in particular, providing sufficient guarantees to implement Appropriate Technical and Organisational Measures in such a manner that the Processing will meet the requirements of Data Protection Legislation).

- 13.3 With respect to each Sub-processor, We shall, before the Sub-Processor first Processes the Personal Data, ensure that the Sub-Processor is capable of providing the level of protection for the Personal Data required by these Terms.
- 13.4 We will remain fully liable to You in respect of any failure by the Sub-processor to fulfil its data protection obligations in this regard.

14. Warranties and Undertakings

- 14.1 We warrant and undertake to You that:
- 14.1.1 We will Process Your Data in compliance with our obligations under Data Protection Legislation;
 - 14.1.2 We will maintain Appropriate Technical and Organisational Measures against the unauthorised or unlawful Processing of Your Data and against the accidental loss or destruction of, or damage to, Your Data; and
 - 14.1.3 We will discharge Our obligations under these Terms with all due skill, care and diligence.
- 14.2 You hereby warrant and undertake that:
- 14.2.1 You have complied with and shall comply with Your obligations under Data Protection Legislation;
 - 14.2.2 You have the right to transfer (or to authorise Users to transfer) Your Data to Us in accordance with the terms of these Terms;
 - 14.2.3 Your instructions that are set out in these Terms accurately reflect the instructions of the Data Controller to the extent that We are a Data Processor on behalf of the Data Controller;
 - 14.2.4 You shall and shall cause, appropriate notices to be provided to, and valid consents to be obtained from (when necessary), Data Subjects, in each case that are necessary for Us to Process (and have Processed by Sub-processors) Personal Data under or in connection with these Terms, including Processing outside the EEA on the basis of any of the legal conditions for such transfer and Processing set out in Clause 11 above;
 - 14.2.5 You shall not, by act or omission, cause Us to violate any Data Protection Legislation, notices provided to, or consents obtained from, Data Subjects as a result of Our or Our Sub-processors Processing the Personal Data; and

14.2.6 notwithstanding anything contained in these Terms, You shall pay in immediately available funds Our costs incurred or likely to be incurred, at Our option in advance under these Terms (where matters are to be at Your cost).

15. Limitation of liability

- 15.1 Unless required to do so by the DPC or any other competent supervisory authority, We shall not make any payment or any offer of payment to any Data Subject in response to any complaint or any claim for compensation arising from or relating to the Processing of the Personal Data, without Your prior written agreement.
- 15.2 You acknowledge and agree that We are reliant on You for direction as to the extent to which We are entitled to use and process the Personal Data. Consequently, We will not be liable for any claim brought by a Data Subject arising from any action or omission by Us or any Sub-Processors, to the extent that such action or omission resulted directly from Your instructions and/or the transactions contemplated by this Section.
- 15.3 You acknowledge and agree that We shall not be liable for any indirect or consequential claims, 3rd party claims, loss, damage, costs, or legal costs related to any of the aforementioned.

16. Governing Law and Jurisdiction

- 16.1 These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland. The Courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).