

Data Processing Terms (“Terms”)

INTRODUCTION AND SCOPE

- (A) These Terms are provided to you (the “**End User**” / “**you**”) as you have purchased Address Complete (the “**Service**”) from Canada Post of 2701 Riverside Drive, Ottawa Canada (“**Canada Post**”). As part of these Services you have been granted access to the GBG solution (the “**Supplier Service**”) which is provided by PCA Predict Inc. whose registered address is: 160 Greentree Drive, Suite 101, Dover, Kent County, Delaware 19904, USA (trading address: 450 Park Ave South, 10th Floor, New York, NY 10016, USA) which is a GBG group company (“**GBG**”).
- (B) These Terms are made pursuant to the requirements of the General Data Protection Regulation (EU) 2016/679, specifically Article 28(3) of GDPR which requires that, where data processing takes place, data processing provisions must exist between a Data Controller and a Data Processor. The Supplier Service is supplied directly to you via the Supplier Service solution interface. Consequently, Canada Post has no access to End User Data which is provided directly to GBG (acting as Processor) from you, the End User (acting as Controller). Consequently, data processing terms must exist between GBG and the End User in order that both parties are compliant with GDPR. These Terms are to give effect to that requirement.
- (C) With effect from 25 May 2018 when GDPR came into force, or the date you purchased the Supplier Service if later (“**the Effective Date**”), save where expressly stated in these Terms, these Terms shall apply between the End User and GBG in relation to the processing of End User Data via the Supplier Service.
- (D) Canada Post is an authorised reseller of the Supplier Service therefore all commercial and legal terms regarding the use of the Supplier Service by the End User shall continue to be governed under the End User’s agreement with Canada Post for the Service. These Terms therefore applies solely in relation to the obligations which arise as a result of the processing activities carried out by GBG on behalf of Canada Post to enable Canada Post to provide the Supplier Services to the End User.
- (E) By continuing to use the Service incorporating the Supplier Service the End User agrees to be bound by and to comply with all terms contained within these Data Processing Terms. Any terms inconsistent with or in addition to these Terms shall not be binding unless agreed formally in writing and signed by authorised signatories of the End User and GBG, or, in relation to GBG, by issue of an electronic or other written confirmation by GBG.

IT IS THEREFORE AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In these Terms the following definitions shall apply:

“**Additional Terms**” means the special terms and conditions relating to the use of Supplier Data as updated from time to time and as notified to the End User by Canada Post which will apply if the End User has selected to use the relevant element of the Supplier Service incorporating the Supplier Data.

“**Agreement**” shall mean the agreement between Canada Post and the End User for the Service including the Supplier Service.

“**End User Data**” any Personal Data provided to GBG by the End User (whether directly or via Canada Post’s service) for processing in accordance with the terms of the Agreement.

“**Controller**” means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data; where the purposes and means of processing are determined by EU or Member State laws, the Controller (or the criteria for nominating the controller) may be designated by those laws.

“**Data Subject**” means an identifiable natural person about whom a Controller holds Personal Data. For the purposes of the Agreement and these Terms, this may include an individual whose details are provided to GBG by the End User as part of the End User Data or whose details are contained within the Supplier Data.

“**Data Supplier**” means GBG’s third party data suppliers that provide Supplier Data for use in GBG’s products and services.

“**GDPR**” means General Data Protection Regulation (EU) 2016/679.

“**Personal Data**” shall have the meaning set out in the GDPR specifically this means any information relating to a Data Subject; who can be identified directly or indirectly, in particular

by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Privacy and Data Protection Requirements**” all applicable laws and regulations relating to the processing of personal data and privacy in any relevant jurisdiction, including, if relevant, the GDPR, the Data Protection Act 2018 and any amendment, consolidation or re-enactment thereof, any legislation of equivalent purpose or effect enacted in the United Kingdom, and any orders, guidelines and instructions issued under any of the above by relevant national authorities, a judicial authority in England and Wales or a European Union judicial authority.

“**Processor**” means a natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Controller.

“**Sub-processor**” means a natural or legal person, public authority, agency or any other body contracted by the Processor to process Personal Data for the purpose of carrying out a specific processing activity on behalf of the Controller.

“**Supplier Data**” means any Personal Data provided to GBG and/or the End User by the Data Supplier or used within GBG’s products and services in accordance with the terms of the Agreement.

“**Supervisory Authority**” means an independent public authority which is established by a Member State pursuant to Article 51 of GDPR.

2. GENERAL

2.1 Both Parties warrant that they will comply with their respective obligations under the Privacy and Data Protection Requirements and the terms of these Terms.

2.2 For the purpose of these Terms, the End User is the Controller and GBG is the Processor.

3. CONTROLLER OBLIGATIONS IN RELATION TO PROCESSING OF END USER DATA

3.1 The End User warrants and represents that all instructions provided to GBG in relation to the processing of End User Data are lawful and provided in accordance with the Privacy and Data Protection Requirements.

3.2 The End User shall only provide instructions to GBG that are in accordance with the terms of the Agreement and these Terms. Such instructions shall be limited to the subject matter of the relevant Supplier Services provided under the Agreement.

3.3 The End User acknowledges that as Controller it is solely responsible for determining the lawful processing condition upon which it shall rely in providing instructions to GBG to process End User Data for the purposes of carrying out the Services as set out in the Agreement.

4. PROCESSOR OBLIGATIONS IN RELATION TO THE PROCESSING OF END USER DATA

4.1 To the extent that the performance of GBG's obligations, and any supporting and/or ancillary activities, involves processing End User Data, GBG acting as Processor shall:

- (a) only carry out processing of End User Data in accordance with the End User's documented instructions, including where relevant for transfers of End User Data outside the European Economic Area ("EEA") or to an international organisation (unless GBG is otherwise required to process End User Data by European Union, Member State and/or UK law to which GBG is subject, in which case GBG shall inform the End User of that legal requirement before processing unless prohibited by that law on important grounds of public interest), and shall immediately inform the End User if, in GBG's opinion, any instruction given by the End User to GBG infringes Privacy and Data Protection Requirements;
- (b) notify the End User without undue delay of any requests received from a Data Subject exercising their rights under Privacy and Data Protection Requirements and, taking into account the nature of the processing, assist the End User by taking appropriate technical and organisational measures, insofar as this is possible, with fulfilling its obligations in respect of Data Subject rights under Privacy and Data Protection Requirements, including assisting the End User in responding to any subject access requests or requests from Data Subjects for access to, rectification, erasure or portability of Personal Data, or for restriction of processing or objections to processing of Personal Data;
- (c) take all security measures required in accordance with Privacy and Data Protection Requirements (including Article 32 GDPR), and at the request of the End User provide a written description of, and rationale for, the technical and organisational measures implemented, or to be implemented, to protect the Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted stored or otherwise processed; and detect and report Personal Data breaches without undue delay;
- (d) taking into account the nature of the processing and the information available to GBG, use all measures to assist the End User in ensuring compliance with the End User's obligations to:
 - i. keep Personal Data secure (Article 32 GDPR);
 - ii. notify Personal Data breaches to the Supervisory Authority (Article 33 GDPR);
 - iii. advise Data Subjects when there has been a Personal Data breach (Article 34 GDPR);

iv. carry out data protection impact assessments (Article 35 GDPR); and

v. consult with the Supervisory Authority where a data protection impact assessment indicates that there is an unmitigated high risk to the processing (Article 36 GDPR).

- (e) without undue delay, inform the End User of becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the End User Data transmitted, stored or otherwise processed. GBG accepts and acknowledges that the End User shall direct in its sole discretion, any and all steps and measures taken to remedy a breach by GBG under Privacy and Data Protection Requirements, including but not limited to any communications with a Supervisory Authority. GBG agrees not to act in any way upon such disclosure without the prior written consent of the End User;
- (f) make available to the End User all information necessary to demonstrate compliance with the obligations laid down in these Terms and allow for and contribute to audits, including inspections, conducted by the End User or another auditor mandated by the End User as set out in clause 6; and
- (g) in addition to the confidentiality obligations contained within the Agreement, ensure that persons authorised to process the End User Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4.2 On expiry or termination of the Agreement, GBG shall immediately cease to use End User Data (and any copies of it) and shall arrange for its safe return or destruction as shall be required by the End User (unless European Union, Member States and/or UK Law requires storage of any Personal Data contained within the End User Data or an exemption under GDPR applies).

5. USE OF SUPPLIER DATA

5.1 Where the End User uses or receives Supplier Data as part of the Supplier Services, the End User acknowledges that:

- (a) the Supplier Data may be subject to Additional Terms; and
- (b) where relevant for the provision of Supplier Services under the Agreement, the End User shall comply with the Additional Terms.

6. AUDIT RIGHTS

6.1 Upon the End User's reasonable request, GBG agrees to provide the End User with any documentation or records (which may be redacted to remove confidential commercial information not relevant to the requirements of these Terms) which will enable it to verify and monitor GBG's compliance with its data protection and security obligations under the terms of these Terms, within 14 days of receipt of such request, and to notify the End User of the person within GBG's organisation who will act as the point of contact for provision of the information required by the End User.

6.2 Where, in the reasonable opinion of the End User, such documentation is not sufficient in order to meet the obligations of Article 28 of the GDPR, the End User will be entitled, upon reasonable prior written notice to GBG and upon reasonable grounds, to conduct an on-site audit of GBG's premises used in connection with the Service, solely to confirm compliance with its data protection and security obligations under these Terms.

6.3 Any audit carried out by the End User must be conducted in a manner that does not disrupt, delay or interfere with GBG's performance of its business. The End User shall ensure that the individuals carrying out the audit are under the same confidentiality obligations as set out in the Agreement.

7. USE OF SUB-PROCESSORS

7.1 The End User provides their consent for GBG to use Sub-processors in the delivery of the Service. Where GBG uses third party Data Suppliers or any other third party and where they are acting as a Sub-processor in relation to the End User Data:

- (a) GBG shall enter into a legally binding written agreement that places the equivalent data protection obligations as those set out in these Terms to the extent applicable to the nature of the services provided by such Sub-processor, providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR;
- (b) GBG shall remain liable for any act or omission of a Sub-processor that does not comply with the data protection obligations as set out in these Terms; and
- (c) Canada Post acting on behalf of GBG shall inform the End User of any intended changes concerning the addition or replacement of a Sub-processor with access to End User Data and give the End User the opportunity to object to such changes.

8. TRANSFERS OF PERSONAL DATA TO THIRD COUNTRIES OR INTERNATIONAL ORGANISATIONS

8.1 GBG shall not cause or permit any End User Data to be transferred from an End User based within the EEA to a Data Supplier outside of the EEA unless such transfer is necessary for the purposes of GBG delivering the Supplier Services in which case, the provisions of this clause 8 shall apply.

8.2 **Transfer subject to adequate safeguards:** Subject to clauses 8.3 and 8.4, if Personal Data is to be processed outside of the EEA, GBG agrees to provide and maintain appropriate safeguards as set out in Article 46 GDPR to lawfully transfer the Personal Data to a third country.

8.3 **Transfers based on adequacy decisions:** Clause 8.2 shall not apply if the processing of the Personal Data is carried out in a country that the European Commission has considered as offering an adequate level of protection.

8.4 **Derogations for specific situations:** The End User acknowledges and accepts that certain Data Suppliers engaged by GBG in the provision of the products and services may be located in a country that the European Commission has not formally declared to have an adequate level of protection (Clause 8.3/ Article 45(3) GDPR) and are not able to demonstrate appropriate safeguards (Clause 8.2/ Article 46 GDPR). In such circumstances this will be stated in the Additional Terms and where GDPR applies to the End User by virtue of Article 3 GDPR, the End User as Controller acknowledges that prior to submitting End User Data to GBG for processing (which shall be considered to be the End User's consent to such transfer) it shall determine, and is solely liable for ensuring, that one of following exceptions set out in Article 49 GDPR applies:

- (a) the Data Subject has explicitly consented to the proposed transfer, after having been informed of the possible risks of such
- (b) transfers for the Data Subject due to the absence of an adequacy decision and appropriate safeguards;
- (c) the transfer is necessary for the performance of a contract between the Data Subject and the End User or the implementation of pre-contractual measures taken at the Data Subject's request;
- (d) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the Data Subject between the End User and another natural or legal person;
- (e) the transfer is necessary for important reasons of public interest;
- (f) the transfer is necessary for the establishment, exercise or defence of legal claims;

(g) the transfer is necessary in order to protect the vital interests of the Data Subject or of other persons, where the Data Subject is physically or legally incapable of giving consent; or

(h) the transfer is made from a register which according to European Union or Member State law is intended to provide information to the public and which is open to consultation either by the public in general or by any person who can demonstrate a legitimate interest, but only to the extent that the conditions laid down by European Union or Member State law for consultation are fulfilled in the particular case.

9. LIABILITY

9.1 Neither Party excludes or limits its liability in respect of the terms of these Terms.

10. MISCELLANEOUS

10.1 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 and construed in accordance with the laws of England and both Parties submit to the exclusive jurisdiction of the English Courts, save that GBG may elect to bring proceedings against the End User in the courts of any jurisdiction where the End User or any of the End User's property or assets may be found or located.

10.2 A person who is not a Party to these Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce the provisions of these Terms.