

## Notice concerning the protection of personal data (Business customers)

*This document provides a general description of the processing of personal data carried out by POST in the context of performing contracts concluded with its business customers, as well as the obligations of the parties in terms of protecting personal data*

### INTRODUCTION

POST values the privacy of natural persons and knows how important this is to its customers. POST will make every effort to enable its Customers to use its services in full confidence, notably by processing their personal data transparently, in strict observance of the applicable data privacy laws and regulations and according to their instructions.

### DEFINITIONS

Terms beginning with a capital letter that are not defined in this notice are those defined in the General Terms and Conditions of Sale for POST Telecom Business Customers and have the same meaning. The terms defined in EU Regulation 2016/679 that appear in this notice and which do not use capital letters shall be understood as used in that Regulation. This notice may contain specific additional definitions. In this case, the terms defined therein shall apply specifically to this notice as follows:

"**Law**" means all laws, regulations and other requirements applicable in the Grand Duchy of Luxembourg, relating to the protection of natural persons with regard to the processing of data, including the General Data Protection Regulation (Regulation EU 2016/679 – "**GDPR**").

"**POST**" means POST Telecom S.A., a public limited company under Luxembourg law, with its registered office at 1 rue Emile Bian, L-1235 Luxembourg, registered in the Luxembourg Trade and Company Register under number B43290.

"**Specific Description**" refers to the presentation of the processing operations performed by POST in the context of each product and/or service used by the Customer, for which POST acts as processor and the Customer as data controller within the meaning of the GDPR, as recorded in a contract, specific conditions, annexed documents, a subscription form or any other document.

### POST ACTING IN ITS CAPACITY AS DATA CONTROLLER

POST, as an operator of telecommunications and/or electronic communication services, acts in the capacity of data controller for all processing of personal data that is necessary in order to correctly provide **services directly related to its status as an operator, including the provision of fixed or mobile telephone lines, Internet services and network connectivity**. This includes:

- Processing for the purpose of traffic management and invoicing operations in connection with its telecommunications and/or electronic communication services,
- Processing activities relating directly to the management of Customer relations in the context of performing the Contract:
  - Management of Customer enquiries
  - Management of pre-sales and Customer sales offers
  - Management of contracts and Customer relations
  - Management of Customer orders
  - Management of customer inter-operator portability
  - Management of customer invoicing and payment
  - Management of complaints and Customer support
- Processing activities based on a legal obligation to which POST is subject:
  - Management of Customer identity verification operations when applicable (KYC – *Know Your Customer*)
- As well as related processing activities in the context of POST's legitimate interests:
  - Management of direct marketing campaigns and targeted advertising for the benefit of the Customer
  - Customer satisfaction management and follow-up

- Management of disputes and Customer debt collection
- Customer credit control and fraud risk management
- Management of reports on usage activity and statistics, quality monitoring and service performance
- Supervision of infrastructure, service quality and performance monitoring and traffic control
- Management of the physical safety of goods and people (CCTV, physical access control)  
Security management of IT and communications infrastructure, services and data

Finally, please note that POST shall not be deemed to be the controller or processor of personal data contained in the electronic communications themselves. The person at the origin of the electronic communication shall be deemed to be the controller of the personal data contained in the communications that he/she sends. In this case, POST shall be deemed to be an intermediary between the initiator and the recipient of the electronic communications.

## POST ACTING IN ITS CAPACITY AS PROCESSOR

### 1. Purpose and scope

The following clauses apply only to the processing of personal data carried out by POST within the context of each product and/or service subscribed to by the Customer under the Contract, for which POST acts as a processor (as defined by the RGPD) and the Customer acts as processor (as defined by the RGPD) and in particular in order to provide services that are not directly related to its status as an operator. This **therefore excludes fixed and mobile telephone services, Internet service provision and network connectivity**. The processing is described in the Specific Description of each product and/or service subscribed to by the Customer.

The following clauses of this notice are intended to ensure that both the Customer and POST comply with the provisions of Article 28(3) and (4) of the GDPR. They constitute the Customer's instructions.

### 2. Obligations of the Customer

The primary responsibility of the Customer, in the capacity of data controller, is to ensure the lawfulness of the processing activities entrusted to POST. Therefore, the Customer undertakes to:

- Establish an appropriate legal basis for each of the processing activities entrusted to POST;
- Provide POST with clear and sufficiently documented instructions on the processing operations to be performed;
- Document and maintain a record of the processing activities under its responsibility, as well as any other documentation serving to enable it to demonstrate its compliance with these clauses;
- Implement technical and organisational measures to ensure a sufficient level of protection for the personal data. In so doing, the Customer shall take into account the nature, scope, context and purposes 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;
- Respect the rights of the persons concerned;
- Notify personal data breaches to the relevant control authority and where applicable to the persons concerned, in accordance with the provisions of the Law;
- Perform an impact analysis relating to data protection where necessary.

### 3. Obligations of POST

POST will only process data upon documented instruction from the Customer, unless POST is required to do so under applicable law. In this case, POST will inform the Customer of this legal obligation prior to processing, unless POST is prohibited from doing so by law for important reasons in the public interest.

Should POST believe an instruction from the Customer to be in breach of the Law, POST shall inform the Customer immediately.

POST reserves the right to invoice for the execution of additional documented instructions from the Customer that are not strictly necessary in order to comply with the Law

#### 3.1. Purpose limitation

POST processes personal data only for the specific purposes of the processing, as defined in the Specific Description of the products and/or services subscribed to by the Customer, unless the Customer provides additional clear and documented instructions.

### 3.2. Duration of the processing of personal data

POST only processes personal data for the periods of time specified in the Specific Description of the products and/or services subscribed to by the Customer, unless the Customer provides additional clear and documented instructions.

### 3.3. Security of processing

POST implements a reasonable set of technical and organisational measures to ensure the security of personal data processed on behalf of the Customer. POST's security measures are designed to protect personal data against security breaches that result in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data. The document describing POST's organisational and technical security measures for the protection of individuals with regard to the processing of personal data is available at [www.post.lu/conditions](http://www.post.lu/conditions).

The level of security implemented depends on each instance of personal data processing. It is adapted to the nature, scope, context and purposes of the processing, the types of data processed and the risks identified for the data subjects concerned. This level of security also takes into account the state of knowledge and the costs of implementation. The security measures specific to the context of any processing performed are specified in the Specific Description of each product and/or service subscribed to by the Customer.

POST is committed to regularly reassessing the appropriacy of the security measures for the risks identified.

POST undertakes to notify the Customer in advance of any significant changes to the security measures that might have a negative impact on the security of the processing, so that the Customer has the opportunity to object to such changes within the notified period, for objectively justifiable reasons. If the Customer does not object, POST shall be entitled to implement the notified changes to the security measures.

POST will ensure that all of its Staff who have access to the Customer's personal data are subject to confidentiality obligations.

POST will grant access to personal data processed on behalf of the Customer only to those staff members acting under its authority who strictly require such access for the proper performance, management or monitoring of the Contract.

POST has also obtained ISO 27001 certification for its Information Security Management System (ISMS), attesting to the high level of the management and operation processes of its infrastructure dedicated to the provision of managed services ("On Premises" or in the "Cloud"), as well as all the support processes inherent to the provision of these services to its Customers. The ISO27001 certification demonstrates POST's expertise in this area, provides the Customer with a high level of assurance of the security of its managed solutions, as well as strong guarantees regarding the standardisation of POST's management processes.

### 3.4. Sensitive data

POST does not process sensitive data, as defined in Articles 9 and 10 of the GDPR, unless it has received clear and documented additional instructions from the Customer. In this case, the Customer shall specify to POST which specific limitations and/or additional safeguards should be applied to the processing of these categories of data, which POST remains free to accept or reject or, if applicable, to accept at an additional cost.

### 3.5. Documentation and compliance

POST shall, upon request, provide the Customer with all information necessary to demonstrate compliance with POST's obligations under these clauses in its capacity as processor, within the framework of the Contract.

At the request of the Customer, POST shall permit audits to be performed of the processing activities carried out under the Contract by POST as a processor, at reasonable intervals, subject to a limit of one audit every two years or where there are tangible indications of non-compliance. When considering making a request for information relating to POST's compliance or conducting an audit, the Customer shall take into account the relevant certification obtained by POST at the time of its request (such as ISO 27001 certification), in order to determine whether an information request or audit is actually necessary.

The Customer may decide to carry out the audit itself or to appoint an independent auditor. In the latter case, the Client shall, prior to the audit request:

- Notify the identity of the proposed independent auditor to POST, which shall have one (1) calendar week in which to object to the appointment on reasonable grounds; and
- Obtain an appropriate confidentiality undertaking from the independent auditor.

Audits may also include inspections at POST's premises, subject to reasonable notice of at least (1) month, without prejudice to a shorter period imposed by a supervisory authority. With regard to inspections, the Customer undertakes to:

- Comply with the security measures at POST premises, as well as any internal POST procedures or policies;
- Minimise the risk of disruption to POST operations.

The costs of audits and inspections shall be borne by the Customer.

### 3.6. Use of subsequent processors

POST has the Customer's general authorisation to entrust to subsequent processors certain personal data processing operations carried out by POST on behalf of the Customer in performing the Contract, based on the list of processors specified in the Specific Description of each product and/or service subscribed to by the Customer.

POST shall notify the Customer in writing of any proposed changes to this list at least thirty (30) calendar days in advance. If the Customer wishes to object to this change of subsequent processor, it shall notify POST of its justified objection within thirty (30) days of being informed thereof. If no objection is made within the time limit indicated above, the change of Processor shall be deemed accepted by the Customer.

Where POST calls upon processors to carry out specific data processing operations in connection with the performance of the Contract, POST shall ensure that it obtains a contractual commitment from its processors that imposes the same data protection obligations on them as those imposed on POST under these clauses.

Upon the Customer's request, POST shall provide a copy of any subsequent subcontracts involving the Customer. Before distributing a copy to the Customer, POST reserves the right to redact certain information contained therein in order to protect business secrets or confidential information, including personal data.

POST shall remain fully responsible to the Customer for its data controllers' fulfilment of their obligations as regards the protection of personal data and shall inform the Customer of any failure of its processors to meet their contractual obligations.

### 3.7. International transfers

In the absence of any provisions to the contrary in the Specific Description of each product and/or service subscribed to by the Customer, POST shall not transfer any personal data that it processes, as processor, including by granting access to it, to recipients outside the European Economic Area (EEA).

The Customer, in its capacity as Data Controller, agrees that where POST engages a subsequent processor in accordance with clause 3.6 to carry out specific processing activities (on behalf of the Customer) and such processing activities involve a transfer of personal data outside the European Economic Area (EEA), POST and the subsequent processor shall ensure that this transfer is effected within the framework of the standard contractual clauses adopted by the European Commission.

### 3.8. Customer support

POST shall inform the Customer without delay of any request received directly from the data subjects of the processing covered by the Contract. POST shall not act on such requests unless the Customer gives POST clear and documented instructions to do so.

Depending on the nature of the processing carried out and the information made available to it, POST shall assist the Customer in fulfilling its obligation to respond to requests from data subjects in exercising their rights. POST reserves the right to invoice the Customer for this assistance.

In addition, POST shall give the Customer all reasonable assistance, depending on the nature of the processing carried out and the information made available to it, in ensuring compliance with its other obligations as follows:

- Carrying out a data protection impact assessment when the processing is likely to present a high risk to the rights and freedoms of the natural persons concerned;
- Consulting with the competent supervisory authority prior to processing in cases where a data protection impact assessment indicates that the processing would present a high risk if the Customer did not take steps to mitigate that risk;
- Informing the Customer without delay if POST becomes aware that the personal data it processes is inaccurate or has become obsolete;
- Guaranteeing an appropriate level of personal data security for the risks identified.

POST reserves the right to invoice the Customer for the assistance described above.

The appropriate technical and organisational measures whereby POST is obliged to assist the Customer in the application of this clause, as well as the scope and extent of the required assistance, are specified in the document describing POST's security measures for the protection of individuals with regard to the processing of personal data, which can be found at [www.post.lu/conditions](http://www.post.lu/conditions).

### 3.9. Notification in the event of a data breach

#### 3.9.1. Notification in relation to the data processed by the Customer

In the event of a personal data breach in relation to data processed by the Customer under the Contract, POST shall cooperate with and assist the Customer in fulfilling its obligations to (i) notify the relevant supervisory authority of the breach and (ii) communicate the breach to the affected individuals.

To this end, POST undertakes to provide all reasonable assistance in obtaining the following information, which must be included in the Customer's notification:

- A description of the nature of the data affected by the breach.
- If possible, the categories and approximate number of individuals affected by the breach, and the categories and approximate number of data records affected.
- The likely consequences of the breach.
- The steps taken or proposed to be taken by the Customer to remedy the breach and/or mitigate any adverse consequences.

Where it is not possible for POST to provide the Customer with all such information at the same time, the initial notification shall contain the information available at that time and additional information shall be provided to the Customer as soon as possible, as it becomes available.

#### 3.9.2. Notification in relation to the data processed by POST

In the event of a personal data breach in connection with data processed by POST on behalf of the Customer under the Contract, POST shall notify the Customer as soon as possible after becoming aware of the breach. This notification shall contain at least:

- A description of the nature of the breach identified.
- If possible, the categories and approximate number of individuals and personal data records affected by the breach.
- The contact details of a point of contact at POST, from which the Customer can obtain additional information regarding the personal data breach.
- The likely consequences of the breach.
- The steps taken or proposed to be taken by POST to remedy the breach and/or mitigate any adverse consequences.

Where it is not possible for POST to provide the Customer with all such information at the same time, the initial notification shall contain the information available at that time and, as it becomes available, additional information shall be provided to the Customer as soon as possible.

### 3.10. Liability

Pursuant to Article 82 of the GDPR, POST shall only be liable for an amount corresponding to its share of responsibility for the damage caused by the processing and on condition that POST has not complied with the obligations under the GDPR that are specifically incumbent on processors, or that POST has acted outside or contrary to the lawful instructions of the Customer. In the absence of an agreement between the Parties on the level of liability of the Parties, the Parties shall have this determined through recourse to a recognised expert with the necessary expertise (including but not limited to the field of IT, security and data protection), at the Customer's expense.

### 3.11. Non-compliance and termination

The Customer is entitled to terminate the Contract insofar as it relates to the processing of personal data in accordance with these clauses if:

- (i) POST is in serious or persistent breach of these clauses or its obligations as a processor under the GDPR, formal notice has been served and more than one (1) month has passed without effect;

- (ii) POST fails to comply with a binding decision of a competent court or the competent supervisory authority regarding its obligations as a processor under these clauses or the GDPR, formal notice has been served and more than one (1) month has passed without effect.

POST shall be entitled to terminate the Contract insofar as it relates to the processing of personal data under these clauses if, after having informed the Customer that its instructions regarding the processing of personal data constitute a breach of the Law, the Customer insists that the instructions be followed.

Upon termination of the Contract, POST undertakes, according to the Customer's choice:

- (i) to permanently delete all personal data processed on behalf of the Customer and certify to the Customer that POST has done so, or
- (ii) to return all personal data to the Customer and destroy existing copies at POST, unless the Law requires the latter to retain them for a longer period of time.

POST shall continue to ensure compliance with its contractual obligations as a processor until the personal data has been deleted or returned.