

WHEREAS

- Payzone Ireland Ltd owns and operates the website Platform.Payzone.ie (“the Website”);
- Payzone Ireland is owned by a joint venture between AIB Group PLC and Fiserv
- The Website facilitates the making of on-line and retail Payments to Organisations which are registered as Organisations with the Website;
- C. The Organisation desires to register as an Organisation on the Website in order to receive Payments and Payzone Ireland Ltd has agreed to allow the Organisation to register with the Website and to process the payment of Payments to the Organisation subject to the terms and conditions set out herein.

NOW IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the following expressions shall have the following meanings unless the context otherwise admits:

“Bank Processing Fee”	means the bank charges for processing the transfer of the Payment to the Organisation as provided for in Clause 4;
“Fees”	means the fees payable by the Organisation in accordance with Clause 4 hereof.
“Payments”	means Payments processed by Payzone Ireland Ltd on behalf of the Organisation named in this Agreement via the online Payment facility on the Website;
“Payzone Ireland Ltd Processing Fee”	means the processing fee charged by Payzone Ireland Ltd in respect of each Payment as set out in Clause 4;
“Payzone Ireland Ltd Modules”	Means extra services made available to the Organisation via the Website from time to time.
“Subscriber”	means a person making a Payment to the Organisation via the Website;
“Subscription Fee”	means an annual fee payable in advance by the Organisation to be registered on the Payzone website as outlined on the website or agreed in writing between the parties
“Term”	means the term of this Agreement as more particularly set out in Clause 3 hereto;
“Working Day”	means any day excluding Saturdays, Sundays, bank holidays and public holidays.

- 1.2 References to the singular shall include the plural and vice versa and references to any gender shall include other genders.
- 1.3 The headings to the Clauses in this Agreement are for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.4 None of the provisions of this Agreement shall be deemed to constitute a partnership between the parties, or constitute either party the servant or employee of the other, save as expressly provided herein.

- 1.5 This Agreement shall not be amended, modified, varied or supplemented except in writing signed by the parties or (as the case may be) an authorised representative of the parties.
- 1.6 The Organisation acknowledges that this Agreement supersedes all previous agreements and arrangements (if any) between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties relating to the subject matter hereof.
- 1.7 A waiver by either party to this Agreement of any breach by the other party of any of the terms of this Agreement or the acquiescence of such party in any act which but for such acquiescence would be a breach as aforesaid will not operate as a waiver of any rights or the exercise thereof.
- 1.8 Both parties agree to be bound by these terms and conditions without the necessity for a signed printed document to be executed and exchanged.

2. AGREEMENT

- 2.1 Subject to payment of the Subscription Fee where applicable, the Organisation may register as an Organisation on the Website strictly in accordance with the terms and conditions set out herein.
- 2.2 In consideration for payment of the Payzone Ireland Ltd Processing Fees, Payzone Ireland Ltd agrees that it shall process as agent on behalf of the Organisation, and arrange for distribution to the Organisation, Payments made to the Organisation via the Website in accordance with clause 5 of the Agreement.

3. TERM

- 3.1 Subject to termination in accordance with the provisions hereof, this Agreement will be for an initial term of one year ("Initial Term") commencing on the date of acceptance of these terms and conditions by the Organisation and the Initial Term shall be renewed automatically on its expiry, subject to the right of either party, on expiry of the Initial Term, to terminate the agreement on provision of 3 months written notice to the other party.

Termination of this agreement by the organisation before the initial term will incur an early termination fee. The early termination fee will be calculated as the balance of all monthly licence fees due to the end of the term.

4. SUBSCRIPTION & SERVICE FEES

- 4.1 The Organisation shall pay Payzone Ireland Ltd a transaction Fee as outlined on the website or agreed in writing between the parties. Additional Payzone Ireland Ltd Modules will be charged for as outlined on the website or agreed in writing between the parties, which may be updated from time to time as additional Payzone Ireland Ltd Modules are developed.
- 4.1.1 Payzone Ireland Ltd reserves the right to review and change the fees on an annual basis with 2 months' notice.
- 4.1.2 For the avoidance of doubt the fees for Payzone Ireland Ltd Modules are non-refundable.
- 4.2 If this Agreement is terminated for any reason during any subscription period, the Subscription Fee shall be non-refundable either in full or in part. In order to avail of Payzone Ireland Ltd Modules all Subscription Fees, where applied, must be paid up to date. In the event that the Organisation does not renew its annual Subscription Fee, any Payzone Ireland Ltd Modules subscribed to by the Organisation shall be terminated and the Organisation profile removed from the website.
- 4.3. In respect of each single Payment and each Payment or payment received via any Payzone Ireland Ltd Module from a Subscriber to the Organisation during the Term, Payzone Ireland Ltd shall be entitled to a processing fee ("Payzone Ireland Ltd Processing Fee") as outlined on the website or agreed in writing between the parties.

- 4.4** The Organisation acknowledges that bank processing charges may be levied in respect of each single Payment. These charges will have been agreed in advance with their merchant services provider ("Bank Processing Fee").

5. MISCALCULATION OF PAYMENTS

- 5.1** Payzone Ireland Ltd shall not be liable in any way for any *bona fide* miscalculations by Payzone Ireland Ltd of Payments due to the Organisation. All payments are made via an independent service provider which may change from time to time. Payzone Ireland Ltd takes no responsibility for service provider errors which may occur. Should a miscalculation occur:

5.1.1 Payzone Ireland Ltd will notify the Organisation of the error as soon as is reasonably practicable;

5.1.2 The Organisation will refund any over-payment of monies within five (5) Working Days of receipt of notification from Payzone Ireland Ltd of an overpayment of monies;

5.1.3 In the event of an underpayment of Payments Payzone Ireland Ltd will notify the relevant service provider as soon as is reasonably practical but no later than at the end of the calendar month in which the discovery of the under-payment in accordance with section 5.

6. PAYZONE IRELAND LTD OBLIGATIONS

6.1 No Warranty.

The Organisation acknowledges that access to the website may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services, in such circumstances Payzone Ireland Ltd will attempt to restore the website as soon as is reasonably possible.

6.2 Payzone Ireland Ltd agrees that:-

- (a) it will only Process Customer Personal Data as instructed from time to time
- (b) it has appropriate operational and technological processes and procedures in place to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of the Customer Personal Data;
- (c) it does not store any debit or credit card data
- (d) it does not hold any customer funds or payments
- (e) it will ensure that only such of its employees and sub-contractors who may be required by Payzone Ireland Ltd to assist it in meeting its obligations under this Agreement will have access to the Customer Personal Data;
- (f) it will promptly assist the Organisation with all notices, requests or other enquiries relating to individual rights which may be received by the Organisation or Payzone Ireland Ltd;
- (g) it will not use any Customer Personal Data for any purposes which may be inconsistent with those notified to the Data Subject on or before the time of collection (provided that Payzone Ireland Ltd has been made aware of such purposes);
- (h) it will not disclose any Customer Personal Data to a third Party except at the specific request of the Organisation or where obliged to do so under any statutory requirement (in which case it will use reasonable endeavours to advise the Organisation in advance of such disclosure and in any event immediately thereafter);
- (i) it has full legal authority to enter into this Agreement and commit to the data protection obligations in this clause.
- (j) Where any notice, request or other enquiry relating to individual rights which concerns customer personal data is received by Payzone Ireland Ltd it will forward such notice, request or other enquiry to the Organisation within five (5) Working Days of receipt by Payzone Ireland Ltd.

(k) If Payzone Ireland Ltd sub-contracts all or any of its obligations under this Agreement to any third Party, Payzone Ireland Ltd undertakes to the Organisation not to disclose any Customer Personal Data to such subcontractor unless and until such sub-contractor has entered into an agreement with Payzone Ireland Ltd in substantially the same terms as this clause.

6.3 Communication / Notification.

At Payzone Ireland Ltd.'s sole discretion, Payzone Ireland Ltd asserts unequivocal authority to communicate directly with individual customers in relation to their payments and/ or payment status.

• SUBSCRIBER REFUNDS

- The Organisation agrees to refund to a Subscriber any Payment made as a result of unauthorised or fraudulent use of the Subscriber's credit or charge card (processed without 3DSecure) in accordance with the conditions for refund of such amounts as set out in Payzone Ireland Ltd.'s Website Terms and Conditions.

7.2 Under no circumstances shall Payzone Ireland Ltd be liable to the Organisation in respect of, or for, any Refund Amount regardless of the reason for refund.

8. Data Protection

The parties acknowledge that, for the purposes of this Agreement, Payzone Ireland Ltd acts as a Data Processor and the Organisation acts as a Data Controller in respect of any Customer Personal Data Processed by Payzone Ireland Ltd in connection with this Agreement. The Organisation hereby appoints Payzone Ireland Ltd as a Data Processor in relation to the Customer Personal Data. The Organisation further appoints Payzone Ireland Ltd as an agent of the Organisation to appoint sub-Data Processors in order to Process the Customer Personal Data, provided that Payzone Ireland Ltd appoints such sub-data processors on terms equivalent to this clause. The instructions given by the Organisation in respect of customer personal data will at all times be in accordance with the Data Protection Legislation and the Organisation will indemnify Payzone Ireland Ltd against any claim arising as a result of the Organisation failing to comply with the Data Protection Legislation.

9. INFORMATION ON PAYMENTS

9.1 Payzone Ireland Ltd shall permit the Organisation to have access to a database which indicates the Payments which have been made to the Organisation at any time in the current calendar month ("Database").

9.2 Payzone Ireland Ltd makes reasonable efforts to ensure that the information displayed in the Database is accurate but makes no warranty as to the accuracy, reliability or currency of any information on the Database or the Website, howsoever arising.

10. ORGANISATION WARRANTIES

10.1 The Organisation warrants that:

10.1.1 It is at the date of signing this Agreement, and shall remain for the duration of its registration with the Website, a properly constituted legal entity.

- It has capacity to enter into this Agreement.

- shall implement any and all specific technical and organisational measures required ensure the integrity of the content of the organisations own website, including any link to the Payzone website;

11. WEBSITE CONTENT

- 11.1** Whilst Payzone Ireland Ltd shall use reasonable efforts to remove any libellous, defamatory, obscene or inaccurate material from the Website on becoming aware that such content has been posted or displayed on the Website, Payzone Ireland Ltd shall not be liable under contract, tort, equity or otherwise for any loss of any nature suffered by the Organisation or any person as a result of content on the Website.

12. LIMITATION OF LIABILITY

- 12.1** Save as expressly provided in clause 6, under no circumstances shall Payzone Ireland Ltd be liable to the Organisation under contract, tort, equity or otherwise for any awards, expenses, costs (including legal costs), damages or losses of whatsoever nature incurred by or awarded against the Organisation or any other person and howsoever arising pursuant to or in connection with this Agreement, or the Organisation's registration or use of the Website.

- 12.2** Without prejudice to the generality of the foregoing, in no event will Payzone Ireland Ltd be liable for any damages resulting from lost profits or loss of business, contracts, revenue, goodwill or anticipated savings, loss of data or loss of use of data, nor for any damages that are an indirect or a secondary consequence of any act or omission of Payzone Ireland Ltd, whether such damages were reasonably foreseeable or actually foreseen or as a result of force majeure.

- 12.3** For the avoidance of doubt, in no event shall Payzone Ireland Ltd be liable to the Organisation for any losses whatsoever (whether lost future revenues, lost future profits, expenditure incurred to no benefit or otherwise) suffered or incurred by the Organisation:

12.4.1 solely or substantially because this Agreement has been terminated; or

12.4.2 as a result of any interruption or suspension of the Website for any reason.

- 12.4** Both parties acknowledge and agree that the limitations and exclusions of liability set out in this Agreement are reasonable and have been agreed taking into account the commercial value of this Agreement to each party and the commercial standing of each party.

13. INDEMNITY

- 13.1** The Organisation hereby indemnifies Payzone Ireland Ltd and holds Payzone Ireland Ltd harmless in respect of any loss, damages, proceedings, suits, third party claims, judgements, awards, expenses and costs (including legal costs) incurred by or taken against Payzone Ireland Ltd as a result of:

13.1.1 any failure or refusal by the Organisation to refund any amount to a Subscriber under clause 7 (save where such failure arises as a result of the fault or negligence of Payzone Ireland Ltd); and

13.1.2 any inappropriate use of Payments by the Organisation; and

13.1.3 any breach of clause 9.

14. TAX LIABILITIES

- 14.1** The Organisation shall be responsible for all tax liabilities howsoever arising in respect of the Payments as received by the Organisation under this Agreement.

15. TERMINATION

15.1 Payzone Ireland Ltd may terminate this Agreement at any time on the provision of notice to the Organisation if:

- the Organisation is in breach of this Agreement or the Website Terms and Conditions and, if such breach is capable of remedy, has failed to remedy such breach within 30 days of the date of notice of such breach;
- the Organisation or an officer of the Organisation or a person closely connected with the Organisation is convicted of any criminal offence or is in the opinion of Payzone Ireland Ltd guilty of gross moral turpitude; or

15.1.3 Payzone Ireland Ltd ceases or suspends operating the Website for any reason, or changes the purpose of the Website or the processes for Payments to be made via the Website.

15.2 The Organisation may terminate this Agreement in accordance with section 3.1

16. CONSEQUENCES OF TERMINATION

16.1 On termination of this Agreement for any reason, the Organisation shall immediately cease to be registered as an Organisation with the Website.

16.2 Any Payments received by Payzone Ireland Ltd prior to the date of termination shall be transferred in accordance with the terms of this Agreement.

16.3 Any Payments received by Payzone Ireland Ltd following the date of termination of this Agreement shall be refunded to the Subscriber(s)

16.4 Termination of this Agreement howsoever arising shall not prejudice or affect the parties' accrued liabilities as at termination. Termination shall not affect the continuation of any provisions which either are expressly stated to or impliedly survive termination.

17. FORCE MAJEURE

17.1 The obligations of each party under this Agreement shall be suspended during the period and to the extent that that party is prevented or hindered from complying with them by any cause beyond its reasonable control, including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) Internet failure, strikes, lock-outs, labour disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials, goods or raw materials in connection with the performance of this Agreement.

17.2 In the event of either party being so hindered or prevented, the party concerned shall give notice of suspension to the other party as soon as reasonably possible, stating the date and extent of the suspension and its cause, and the omission to give such notice shall forfeit the rights of that party to claim suspension. Any party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other party. In the event that the cause continues for more than six months, either party may terminate this Agreement by giving the other party 30 days' notice.

18. SEVERABILITY

18.1 If any provision or term of this Agreement or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including but without limitation by reason of the provisions of any legislation or other provisions having force of law or by reason of any decision of any court or other body or authority having jurisdiction over the parties to this Agreement such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement in the jurisdiction in question provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement the parties shall

negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

19. NOTICES

19.1 Notices and other communications to any party to this Agreement required or permitted hereunder or any proceedings relating hereto shall be in writing and will be sufficiently served if delivered by hand, or if sent by facsimile or by electronic mail (provided that a delivery receipt notification is requested by the sender)

19.2 Any such notice or communication shall be deemed to have been served:

19.2.1 if delivered by hand, at the time of delivery;

19.2.2 if sent by facsimile when the sender's facsimile machine issues confirmation that the relevant pages have been transmitted to the recipient's facsimile machine; and

- if sent by electronic mail, when the sender receives a confirmation of delivery receipt;

provided that any such delivery, transmission or postage after 5pm on any day shall be deemed to have been served on the next Working Day.

20. JURISDICTION AND CHOICE OF LAW

20.1 All disputes between the parties arising out of or in any way relating to the Agreement or any other disputes between the parties in any way connected with the subject matter of the Agreement shall be governed by the laws of Ireland and the parties hereby submits to the exclusive jurisdiction of the Irish Courts for the purpose of any proceedings arising out of or in any way relating to the Agreement or any other proceedings in any way connected with the subject matter of the Agreement.

21. VARIATION AND WAIVER

21.1 No variation of the terms and conditions of this Agreement shall be valid unless confirmed in writing by each of the parties on or after the date of this Agreement.

22. PUBLICITY

22.1 The Organisation hereby gives Payzone Ireland Ltd the right to advertise and/or publicly announce that it has entered into this Agreement and the existence thereof for promotional or marketing purposes in accordance with the terms of this Agreement.

22.2 The Organisation hereby grants Payzone Ireland Ltd a licence to use the Organisation's name and logo on its Website for all purposes arising in connection with this Agreement.

23. ASSIGNMENT

23.1 The Organisation may not assign, transfer or otherwise dispose of its rights or obligations under this Agreement. Payzone Ireland Ltd shall be free to assign this Agreement or any part thereof without the consent of the Organisation. Payzone Ireland Ltd will notify the organisation in advance of any reassignment.

24. Settlement of Invoices

24.1 All transaction charges will be calculated on the 1st day of the month for the previous month and invoices will be generated and sent via email within the first 3 working days of the month.

24.2 All monthly fees and transaction charges are payable by direct debit. The amount each month will be debited from the nominated account on or after the 20th day of each month and within 5 working days of the 20th day.

24.3 Failed direct debit payments will incur a fee of €15 per failure.

24.4 Failed direct debit payments must be settled within 30 days. Payzone reserves the right to suspend the account for non-payment.

24.5 The billing of the monthly licence fee will commence as soon as a merchant services agreement has been approved or no later than 2 months after this contract is agreed.

ASSURANCES

Payzone Ireland Ltd confirms that it shall implement and maintain appropriate technical and organisational measures in such a manner that the processing of any personal data will meet the requirements of the GDPR and ensure the protection of the rights of data subjects.

The Client Organisation confirms to Payzone Ireland Ltd that the Client Organisation has the legal basis or authority to share personal information with Payzone Ireland Ltd .

GOVERNING LAW AND JURISDICTION

This DPA and any dispute arising out of or in connection with it shall be governed by Irish law and the parties submit to the exclusive jurisdiction of the Irish Courts.

Annex

Data Protection Schedule

Definitions

1.2 In this Data Protection Schedule the following words shall have the meanings given:

- (a) **controller, process, and processor** have the meanings given to them in DP Law;
- (b) **data subject** means an individual who is the subject of personal data;
- (c) **DP Law** means: (i) the General Data Protection Regulation ((EU) 2016/679) (**GDPR**); and (ii) any other laws, regulations and secondary legislation enacted from time to time in the Republic of Ireland relating to data protection, the use of information relating to individuals, the information rights of individuals and/or the processing of personal data, including without limitation any legislation giving effect to GDPR or otherwise replacing current data protection legislation; and
- (d) **personal data** has the meaning given to it in the DP Law, so far as it relates to the personal data, or any part of such personal data, of which Payzone Ireland Ltd is the processor acting on the Client Organisation's behalf and in relation to which the Client Organisation is the controller.

Compliance with data protection law

1.3 Each party shall comply with the DP Law as it applies to personal data processed under this DPA. This clause is in addition to, and does not relieve, remove, or replace, a party's obligations under the DP Law.

Data processing

1.4 The Client Organisation is solely and wholly responsible for establishing and maintaining the lawful basis for the processing of personal data by Payzone Ireland Ltd under this DPA, including where applicable the obtaining of all necessary consents from data subjects, and the Client Organisation shall notify Payzone Ireland Ltd in writing on request of the applicable lawful basis for any processing Payzone Ireland Ltd is required to perform under this DPA.

1.5 A description of the data processing carried out by Payzone Ireland Ltd under this DPA is set out in Part 1 of the Appendix to this Data Protection Schedule.

1.6 In respect of the personal data processed by Payzone Ireland Ltd as a data processor acting on behalf of the Client Organisation under this DPA, Payzone Ireland Ltd shall:

(a) process the personal data only on the Client Organisation's written instructions, unless required by law to process it differently (in which case it shall, if permitted by such law, promptly notify the Client Organisation of that requirement before processing);

(b) process the personal data only to the extent, and in such a manner, as is necessary for the purposes of carrying out its obligations under this DPA;

(c) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised, unlawful or accidental processing, including accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data, including all measures required to ensure security of processing as prescribed by Article 32 of the GDPR, such measures in each case to be appropriate to the likelihood and severity of harm to data subjects that might result from the unauthorised, unlawful or accidental processing, having regard to the state of technological development and the cost of implementing any measures. Without limitation, Payzone Ireland Ltd shall implement any and all specific technical and organisational measures required by the Client Organisation as may be set out in this DPA;

(d) ensure that persons engaged in the processing of personal data are bound by appropriate confidentiality obligations, including after the end of their employment contract or at the end of their assignment or engagement;

(e) keep a record of the processing it carries out, and ensure the same is accurate;

- (f) comply promptly with any lawful request from the Client Organisation requesting access to, copies of, or the amendment, transfer or deletion of the Personal Data to the extent the same is necessary to allow the Client Organisation to fulfil its own obligations under the DP Law, including the Client Organisation's obligations arising in respect of a request from a data subject;
- (g) notify the Client Organisation promptly if it receives any complaint, notice or communication (whether from a data subject, competent supervisory authority or otherwise) relating to the processing, the personal data or to either party's compliance with the DP Law as it relates to this DPA, and provide the Client Organisation with reasonable co-operation, information and other assistance in relation to any such complaint, notice or communication;
- (h) notify the Client Organisation promptly if, in its opinion, an instruction from the Client Organisation infringes any DP Law (provided always that the Client Organisation acknowledges that it remains solely responsible for obtaining independent legal advice regarding the legality of its instructions) or Payzone Ireland Ltd is subject to legal requirements that would make it unlawful or otherwise impossible for Payzone Ireland Ltd to act according to the Client Organisation's instructions or to comply with DP Law;
- (i) notify the Client Organisation without undue delay after becoming aware of an actual or suspected personal data breach arising in respect of personal data provided or made available by the Client Organisation. Payzone Ireland Ltd shall assist the Client Organisation in fulfilling their respective obligations under Article 33 (Notification of a personal data breach to the supervisory authority) and Article 34 (Communication of a personal data breach to the data subject) of the GDPR.
- (j) not permit any processing of the personal data processed by Payzone Ireland Ltd under this DPA by any agent, sub-contractor, supplier, processor or other third party (**sub-processor**) without the prior written authorisation of the Client Organisation
- (k) ensure in each case that prior to the processing of any personal data by any sub processor, terms equivalent to the terms set out in this Data Protection Schedule are included in a written contract between Payzone Ireland Ltd and any sub-processor engaged in the processing of the personal data;
- (l) The Client Organisation hereby gives its prior written authorisation to the appointment by Payzone Ireland Ltd of each of the sub processors or categories of sub processors (as the case may be) who will process personal data listed in Part 2 of the Appendix to this Data Protection Schedule, and to the extent this authorisation is in respect of a category of sub-processors, Payzone Ireland Ltd shall inform the Client Organisation of any intended changes concerning the addition or replacement of other sub-processors;
- (m) only transfer the personal data outside of the European Economic Area (including outside of the UK if it ceases to be a member of the European Economic Area) if it has fulfilled each of the following conditions: (i) it has provided appropriate safeguards in relation to the transfer; (ii) data subjects continue to have enforceable

rights and effective legal remedies following the transfer; (iii) it provides an adequate level of protection to any personal data that is transferred; and (iv) it complies with reasonable instructions notified to it in advance by the Client Organisation with respect to the transfer; [1]

(n) inform the Client Organisation promptly (and in any event within five (5) business days) if it receives a request from a data subject for access to that person's personal data and shall:

(i) promptly provide the Client Organisation with reasonable co-operation and assistance in relation to such request; and

(ii) not disclose the personal data to any data subject (or to any third party) other than at the request of the Client Organisation or as otherwise required under this DPA;

(o) provide reasonable assistance to the Client Organisation in responding to requests from data subjects and in assisting the Client Organisation to comply with its obligations under DP Law with respect to security, breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;

(p) delete or return that personal data to the Client Organisation at the end of the duration of the processing as referred to in the Appendix, and at that time delete or destroy existing copies subject to any obligations existing under the GDPR or Member State law;

(q) subject to the requirements of commercial and Client Organisation confidentiality, make available to the Client Organisation such information as is reasonably required to demonstrate compliance with this Data Protection Schedule and, subject to any other conditions set out in this DPA regarding audit, allow for and contribute to audits, including inspections, of compliance with this Data Protection Schedule conducted by the Client Organisation or a professional independent auditor engaged by the Client Organisation. The following requirements apply to any audit: (i) the Client Organisation must give a minimum thirty (30) days' notice of its intention to audit (or such shorter period of notice as it receives itself where an audit is mandated by its regulator); (ii) the Client Organisation may exercise the right to audit no more than once in any calendar year; (iii) commencement of the audit shall be subject to agreement with Payzone Ireland Ltd of a scope of work for the audit at least ten (10) days in advance; (iv) Payzone Ireland Ltd may restrict access to certain parts of its facilities and certain records where such restriction is necessary for commercial and/or Client Organisation confidentiality; (v) the audit shall not include penetration testing, vulnerability scanning, or other security tests; (vi) the right to audit includes the right to inspect but not copy or otherwise remove any records, other than those that relate specifically and exclusively to the Client Organisation; (vii) any independent auditor will be required to sign such non-disclosure agreement as is reasonably required by Payzone Ireland Ltd prior to the audit; and (viii) the Client Organisation shall compensate Payzone Ireland Ltd for its reasonable costs (including for the time of its personnel, other than the Client Organisation relationship manager) incurred in supporting any audit.

Payzone may share your data with third parties through a merger or acquisition process. In such instance, the new owners may use your personal data in the same manner as outlined in this privacy notice.

To comply with a legal obligation

We are required to process your personal information to comply with certain legal obligations, for example:

- to report and respond to queries raised by regulatory authorities, law enforcement and other government agencies such as the Central Bank of Ireland and An Garda Siochana;
- in accordance with Section 41(b) of the Data Protection Act 2018;
 - “Without prejudice to the processing of personal data for a purpose other than the purpose for which the data has been collected which is lawful under the Data Protection Regulation, the processing of personal data and special categories of personal data for a purpose other than the purpose for which the data has been collected shall be lawful to the extent that such processing is necessary and proportionate for the purposes— (b) **of preventing, detecting, investigating or prosecuting criminal offences.**

Data Retention

Payzone Ireland Ltd will retain personal data in accordance with the instructions of the Client Organisation and in accordance with legal requirements for retention of data.

1.7 In the absence of such an instruction regarding data retention from the Client Organisation, Payzone Ireland Ltd will impose the following default data retention policy on this data:

- (i) Customer Accounts will be retained for two years after the last transaction on the account
- (ii) Transaction data for Schools (not including personal data) will be retained for 8 years.
- (iii) Transaction data for all other organisations (not including personal data) will be retained for 6 years.

Appendix to the Data Protection Schedule Part 1 - Description of the processing

Subject matter of the processing	The processing of personal data to the extent necessary for the provision of services set out in this DPA by Payzone Ireland Ltd to the Client Organisation.
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Duration of the processing	The duration of the processing of personal data by Payzone Ireland Ltd under this DPA is the period of this DPA and the longer of such additional period as: (i) is specified in any provisions of this DPA regarding data retention; and (ii) is required for compliance with law.
Nature of the processing	Such processing as is necessary to enable Payzone Ireland Ltd to comply with its obligations and exercise its rights under this DPA, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
Purpose of the processing	The performance of Payzone Ireland Ltd 's obligations and exercise of its rights under this DPA, including the performance of functions required or requested by the Client Organisation for the Client Organisation's compliance with its statutory and/or contractual obligations.
Personal data types	Personal data provided to Payzone Ireland Ltd by or on behalf of the Client Organisation, including personal data provided directly to Payzone Ireland Ltd by a data subject or third party: (i) on the instruction or request of the Client Organisation; or (ii) on the request of Payzone Ireland Ltd where Payzone Ireland Ltd has been authorised to make such request by the Client Organisation or is legally required to make such request. The personal data processed under this DPA will include; Please see table below
Categories of data subjects	Personal data related to individuals associated with the Client Organisation (including its past and current pupils and parents / guardians.
Obligations and rights of the controller	As set out in the DPA.

Personal Data	Purpose
Contact Email	Email address to contact Org and Admin login identifier.
Contact Name	Used for account management
Contact Phone	Used with consent to contact account admin.
DBA Contact Name	Used as a link between Payment Platform and EPP
DBA Phone	Used as a link between Payment Platform and EPP
Org Address	Used for account management
Org Email	Used for account management
Org Name	Used for account management
Parent Name	Legal billing person on family account
PERSONAL INFORMATION	Specific to the Organisation. May include any of Health, Age, Gender, and Membership Details. Used operationally by customer organisations.
Phone (Landline)	Org uses client phone number for contact.
Phone (Mobile)	Org uses client phone number for contact.
Principal Contact No.	Contact number for school principal
Principal Name	Name of school principal

Student ID	Unique student identifier for school
Student Name	Name of student within a school\club family account
Web Admin Email	Used for deployment of EPP link with Org (Buttons)
Web Admin Name	Used for deployment of EPP link with Org (Buttons)

Category of sub-processor	Description of the processing carried out by the sub-processor / category of sub-processor
MailChimp	Sending emails on behalf of Payzone Ireland Ltd and Payzone Ireland Ltd Client Organisations
Clickatell	Sending SMS messages on behalf of Payzone Ireland Ltd and Payzone Ireland Ltd Client Organisations
Amazon Web Services	Securely storing data in the EU.
Atlassian	Managing support tickets.
Stripe (if implemented)	Payment Processor
Realex (if implemented)	Payment Processor
Worldnet (if implemented)	Payment Processor
Pipedrive	CRM

Part 2 - Authorised sub-processors and categories of sub-processor