



UPS Data protection related terms for services and SaaS solutions

1 Introduction

1.1 We recognise the importance of keeping safe and secure any Personal Data which we Process on behalf of our customers in providing our services and SaaS solutions.

1.2 These are our data protection related terms for our services (other than our core logistics and shipping services) and SaaS solutions and should be read in conjunction with our General Terms. They set out the data protection related terms and conditions that apply, and form part of, a Contract between you and us for UPS Solution(s) (if any) and/or UPS Service(s) (if any).

1.3 Words and expressions defined in our General Terms have the same meaning in these Data Protection Terms. In addition, words and expressions defined in these Data Protection Terms have the following meanings:

Controller means a person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;

Data Protection Laws means all laws and regulations relating to the Processing of Personal Data as the same may be in force from time to time;

Data Subject means the individual to which the Personal Data relates;

Data Subject Access Request has the meaning given in Section 3.4(g);

Documented Instructions has the meaning given in Section 3.4(c);

Personal Data means any information relating to an identified or identifiable living individual;

Personal Data Breach means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data;

Processing means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, and **Process**, **Processes** and **Processed** shall be construed accordingly;

Processor means a person which Processes Personal Data on behalf of a Controller;

Sub-processors has the meaning given in Section 3.7; and

Supervisory Authorities means the relevant data protection supervisory authority in the territories in which we or you are established.

2 These Data Protection Terms

Subject to Section 3.1, these Data Protection Terms shall automatically apply to, and form part of, a Contract and shall survive the termination or expiry of the Contract.

3 Where we are your Processor

3.1 Unless the Order Form for a Contract expressly says otherwise, when you subscribe to one or more UPS Solution(s) (if any) and/or purchase one or more UPS Service(s) (if any) under a Contract, we will Process Personal Data on your behalf as your Processor as part of the provision of those solution(s) and/or service(s) (as applicable). The provisions of this Section 3 shall, in such circumstances, apply to the Contract to the extent that we Process Personal Data on your behalf as your Processor. If, in respect of a Contract, the Order Form states that we are not required to Process any Personal Data on your behalf as your Processor as part of the provision of any UPS Solution(s) and/or any UPS Service(s) under the Contract, then the further provisions of this Section 3 shall not apply to the Contract.

3.2 Where we Process Personal Data on your behalf under a Contract:

(a) you alone will determine the purposes for which and the manner in which Personal Data will be Processed by us on your behalf under the Contract;

(b) you will be the Controller in respect of all such Personal Data; and

(c) we will be your Processor in respect of all such Personal Data.

3.3 Unless the Order Form for a Contract provides otherwise, the particulars of any Processing to be carried out by us on your behalf under the Contract will be as set out in Appendix A to these Data Protection Terms. If the particulars of any Processing are different to those set out in Appendix A for any Contract, you and we will set out further details of the relevant particulars of Processing in the Order Form for the Contract.

3.4 Where, under or in connection with a Contract, we Process Personal Data on your behalf:

(a) we will comply with our obligations as a Processor under the Data Protection Laws to which we are subject;

(b) you will comply with your obligations as a Controller under the Data Protection Laws to which you are subject and you will ensure that you have all necessary and appropriate consents and notices in place to enable the lawful transfer to, and Processing by, us of the Personal Data for the duration and purposes of the Contract;

(c) we will Process the Personal Data only:

- (i) on your instructions (which may be general or specific and shall consist solely of (A) the Order Form; (B) the terms and conditions of the Contract (including any Processing that is reasonably necessary for the provision of the UPS Solution(s) (if any) and/or UPS Service(s) (if any) by us); (C) your use of the UPS Solution(s) (including any settings or configurations) (if any) and/or any UPS Service(s); and (D) any other written instructions given by you and explicitly acknowledged by us as being your instructions for the purpose of these Data Protection Terms), (together the **Documented Instructions**); or
 - (ii) as otherwise required by applicable law (including any Data Protection Laws applicable to you or us), in which case we will inform you of that legal requirement before Processing the Personal Data (unless that law prohibits us from informing you);
- (d) we will inform you if, in our opinion, Processing the Personal Data in accordance with your Documented Instructions infringes the Data Protection Laws to which either you (in your capacity as a Controller) or we (in our capacity as a Processor) are subject;
 - (e) we will ensure that all personnel engaged and authorised by us to Process the Personal Data are under an appropriate contractual or other legal obligation to keep the Personal Data confidential;
 - (f) we will implement appropriate technical and organisational measures (taking into account the state of the art, costs of implementation, risks to Data Subjects and the nature, scope, context and purposes of the Processing) that look to (i) ensure a level of security appropriate to the risk of the Personal Data; and (ii) prevent Personal Data Breaches;
 - (g) in the event that we receive a request from a Data Subject to exercise their rights under the Data Protection Laws that apply to you (**Data Subject Access Request**) and which relates to the Personal Data Processed by us on your behalf under the Contract and explicitly identifies you, we will advise the Data Subject to direct their request to you and we will notify you of our receipt of the request;
 - (h) taking into account the nature of the Processing, we will assist you by appropriate technical and organisational measures, insofar as it is possible to do so, to fulfil your obligation to respond to Data Subject Access Requests;
 - (i) subject to Section 3.4(j), we will, taking into account the nature of the Processing activities and the information available to us and in a manner that is consistent with the UPS Solution(s) (if any) and/or UPS Service(s) (if any) provided by us under the Contract, provide reasonable assistance to you to help you comply with your obligations under the Data Protection Laws applicable to you with respect to the security of Processing, notifying Supervisory Authorities of Personal Data Breaches, communicating Personal Data Breaches to Data Subjects, carrying out data protection impact assessments, and carrying out prior consultations with Supervisory Authorities;
 - (j) to the extent that we make available to you from time to time any features, tools or other means that would, if used, enable you to fulfil (in full or in part) and request made pursuant to Section 3.4(i), you agree that (i) you will use such features, tools or other means; and (ii) our obligations under Section 3.4(i) will only apply to the extent that the features, tools or other means are insufficient to enable you to comply with your obligations under the Data Protection Laws as set out in Section 3.4(i);
 - (k) we will notify you without undue delay, and in any event within 72 hours, after becoming aware of a Personal Data Breach in respect of the Personal Data;
 - (l) we will, at your option, and to the extent technically possible, permanently and securely delete or return to you all the Personal Data promptly on termination of the Contract, and delete any existing copies of the Personal Data (except to the extent that we are required to retain copies of the Personal Data by any law to which we are subject), in each case on the basis set out in the further terms and conditions of the Contract; and
 - (m) subject to any obligations of confidentiality owed to other persons, we will allow for and contribute to audits, including inspections by:
 - (i) making available to you all information and documentation under our control that is necessary to demonstrate compliance with our obligations under this Section 3; or
 - (ii) to the extent that your audit requirements cannot reasonably be satisfied under Section 3.4(m)(i) and it is necessary for us to do so in order to comply with the Data Protection Laws applicable to you or us, allowing for and contribute to inspections conducted by you or mandated by you on reasonable advance notice, during normal working hours and

not more than once in each 12-month period commencing from the Effective Date by a reputable independent accredited third party audit firm appointed by you and approved in writing by us and subject to such appropriate confidentiality procedures as we may specify (which may include a requirement that a non-disclosure agreement is entered into), provided always that such access shall exclude access to any systems and/or facilities that are not used in relation to the Processing of Personal Data on your behalf under the Contract.

- 3.5 We may, in respect of a Contract, charge you for the time and expenses incurred by us in providing any assistance required by you pursuant to Sections 3.4(g), 3.4(h), 3.4(l) and 3.4(m) (including in relation to arranging and/or facilitating any audit under Section 3.4(m)(ii)). Such charges will be calculated at our standard rates, which we will confirm to you at the time. Our expenses will be recharged at cost. We will invoice you for such amounts, together with any applicable VAT or other applicable tax, and you must pay any such invoice within 30 days of its date of issue.
- 3.6 We shall not, in respect of a Contract, be liable to you for any failure to provide any of the UPS Solution(s) (if any) and/or UPS Service(s) (if any) under a Contract to the extent that such failure is due, either directly or indirectly, to complying with any Documented Instruction and/or the Data Protection Laws to which either we or you are subject.
- 3.7 You hereby provide your prior general authorisation for us to engage third party Processors to Process Personal Data on your behalf (**Sub-processors**) in the course of performing our obligations under a Contract and providing the UPS Solution(s) (if any) and/or UPS Service(s) (if any). These Sub-processors may be other members of the UPS Group, or third party organisations – such as hosting and other services providers. We will enter into a contract with each Sub-processor on terms that comply with Data Protection Laws applicable to us and are consistent with the obligations imposed on us under this Section 3. We will remain fully liable and responsible to you subject to and in accordance with the Contract for all acts and omissions of the Sub-processors in relation to their Processing of the Personal Data as if they were our acts and omissions.
- 3.8 You may object to the appointment of a sub-processor by providing written notice to us not less than 10 days prior to the date upon which the relevant sub-processor is appointed. We may (at our sole discretion) agree to the appointment of an alternative sub-processor on such conditions as we may specify (including in relation to changes to the Contract and the payment of additional costs and expenses). If you object to the appointment of a new sub-processor, you agree that your sole and exclusive remedy will be to terminate the relevant Contract by providing not less than 10 days' prior written notice of such termination to us.
- 3.9 You agree that we and our Sub-processors may transfer or Process Personal Data on your behalf outside of the country where we are established, located or are otherwise Processing the Personal Data, provided that any such transfer or Processing is conducted in accordance with the requirements of the Data Protection Laws to which we and you are subject in respect of international transfers.
- 3.10 Notwithstanding any other provision of a Contract, we may terminate the Contract (or part of it, such as your subscription to a particular UPS Solution (if any) and/or the provision of a UPS Service (if any)) with immediate effect by giving you notice of such termination in the event that: (i) you object to our use of any Sub-processor; or (ii) Processing by us or compliance with any Documented Instructions results in, or is likely to result in, any failure by us to comply with the Data Protection Laws applicable to us.

4 **Where we are a Controller**

- 4.1 In respect of a Contract, we are the Controller of the Personal Data we Process where we determine the purpose(s) and means of Processing including in relation to the management of the Contract and the administration of our business relationship with you.
- 4.2 Our privacy notice, which is available at www.ups.com as updated or

amended from time to time, provides information about how we Process Personal Data as a Controller.

- 4.3 Where Personal Data is provided to us by you, at your direction or on your behalf under or in connection with a Contract for our use as a Controller, you shall: (i) make sure the information is accurate and, where necessary, up to date; (ii) provide a copy of our privacy notice to all relevant Data Subjects; and (iii) ensure that you have all necessary notices, consents and lawful bases in place to enable the lawful transfer of Personal Data to us.

5 **Separate logistics and/or transportation agreements**

For clarity, the arrangements set out in these Data Protection Terms apply only in respect of any Contract we have entered into with you for any UPS Solution(s) and/or any UPS Service(s) and shall not apply in respect of any separate logistics and/or transportation agreement(s) we entered into with you from time to time.

Appendix A: Particulars of Processing and Sub-processors

Particulars of Processing

The particulars of Processing to be carried out by us on your behalf under or in connection with a Contract are set out in the table below:

Particular	Explanation
Subject matter of the Processing	The provision of the UPS Solution(s) (if any) and/or UPS Service(s) (if any) under the Contract.
Duration of the Processing	The term of the Contract plus the period from the end of the term until deletion of the Personal Data in accordance with these Data Protection Terms.
Nature and purpose of the Processing	Personal Data will be Processed for the purposes of providing the UPS Solution(s) (if any) and/or UPS Service(s) (if any) in accordance with these Data Protection Terms.
Categories and types of Personal Data being Processed	Personal Data relating to the categories of Data Subjects set out below which is provided to us by you, on your behalf, or at your direction.
Categories of Data Subjects	Data Subjects include individuals in respect of whom Personal Data is provided to us by you, on your behalf, or at your direction under or in connection with the Contract.