RETURNS LOGGING
General Terms and Conditions

Valid from 1.1.2026

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1 Applicability and legal basis

1.1 These General Terms and Conditions (hereinafter referred to as „GTC“) apply to the legal relationship between Österreichische Post AG (hereinafter referred to as „Post“) and its customers in the „returns logging“ service area. It is noted that this service is not a universal service as defined by the Postal Market Act (PMG) as amended.

1.2 The validity of the customer‘s General Terms and Conditions of business and delivery etc. is expressly excluded.

1.3 Post only provides the services mentioned in point 3 for entrepreneurs as defined by the Federal Act on Special Civil Law Provisions for Companies (Austrian Commercial Code; Federal Law Gazette (BGBl) I120/2005 as amended).

2 Contractual relationship

2.1 The contractual relationship between the customer and Post shall be concluded in accordance with these GTC by acceptance of Post‘s offer in writing with the customer‘s corporate signature and receipt by Post within 4 weeks of the offer being submitted. The written offer contains the scope of services and the fees. After expiry of the deadline, the offer loses its validity.

2.2 In exceptional cases, the printing of the returns note in accordance with clause 3.2 or 3.3 shall be deemed to be an offer by the customer to Post to carry out the returns logging service in accordance with these GTC at the current fee in accordance with clause 5 and the contract shall come into effect upon acceptance in the form of actual execution by Post.

3 Services offered by Post

3.1 As part of the returns logging process, undeliverable shipments from the customer (hereinafter referred to as „Returns“) are logged with EDP support and, at the customer‘s discretion, destroyed or forwarded to them.

Returns can be processed in accordance with clause 3.2 or clause 3.3:

3.2 Semi-automated processing:
„Returns to P.O. Box 100, 1350 Vienna“

3.2.1 Returns marked „Returns to P.O. Box 100, 1350 Vienna“ are returned to this address collectively. The customer number indicated on the returns by the customer will be logged with the help of automation for the purpose of clear assignment of the recipient, including the reason for the return according to the returns note from Post. At the customer‘s discretion, the returns data will be made available to the customer daily/weekly after completion of the logging by means of secure electronic data transmission. The returns are either destroyed or forwarded to the address requested by the customer.

3.2.2 The returns data is logged by reading the customer number numerically, as a barcode or as a DataMatrix, depending on what is printed on the consignment. If there is no customer number, this is done by logging the name and address of the recipient and the reason for the return according to the returns note from Post.

3.2.3 The following are suitable for the returns logging as „Returns to P.O. Box 100, 1350 Vienna“:

- uncertified letter mail (with the exception of official return receipt letters, goods samples, reply mail) and
- information mail, sponsoring. Mail items and newspapers in accordance with the applicable version of the General Terms and Conditions as amended.

If the returns are to be destroyed after logging, consignments that do not consist exclusively of paper may only consist of a maximum of 10% other materials.

3.3 Automated processing:
„Returns to P.O. Box 100, 1490 Vienna“

3.3.1 Returns marked „Returns to P.O. Box 100, 1490 Vienna“ must comply with the requirements for the returns logging of machine-capable small letters with Post-DataMatrix in the currently valid version at post.at/retourenerfassung, which are an integral part of these GTC.

3.3.2 Returns marked „Returns to P.O. Box 100, 1490 Vienna“ will be returned to this address collectively. The Post-DataMatrix indicated on the returns by the customer is logged automatically on an ongoing basis in order to clearly identify the recipient and the reason for the return in accordance with the returns note from Post. The customer is provided with the returns data on a weekly basis by means of secure electronic data transmission and the returns are destroyed.

3.3.3 If the returns labelled „Returns to P.O. Box 100, 1490 Vienna“ do not meet the requirements for returns registration of machine-capable small letters with Post-DataMatrix, the returns will be treated as „Returns to P.O. Box 100, 1350 Vienna“ in accordance with clause 3.2 and the relevant fee will be charged.

If the Post-DataMatrix of a return with the note „Returns to P.O. Box 100, 1490 Vienna“ cannot be read for reasons for which the customer is responsible, e.g. because it was printed incorrectly, the return cannot be processed.

The returns are destroyed and the customer is charged the fee for „Returns to P.O. Box 100, 1490 Vienna“.

3.4 If the returns do not meet the requirements for returns logging in accordance with these GTC and if additional costs are incurred to Post due to their processing, Post may charge these costs to the customer.

3.5 The returns note in accordance with clause 3.2 or clause 3.3 must be clearly visible and legible and must

be printed in the address field above the recipient's address. Simple and clear fonts (without serifs) such as Arial, Helvetica, Univers or Futura in bold type with a font size of 10 to 12 points and font colour black or dark blue on a light background are most suitable.

Any DataMatrix must be printed at a minimum distance of 1 cm from the window edge of the envelope.

3.6 In the event of the destruction of returns (insofar as the customer is neither the sender nor the recipient of the shipment), the customer expressly declares that they are authorised to commission the destruction and to indemnify and hold Post harmless in the event of claims by third parties.

3.7 Returns that cannot be returned to the customer will be treated as uncollectable.

Uncollectable returns will be destroyed after six months from the date on which they were found to be unclaimed if they have no sales value. The customer agrees that unclaimed returns become the property of Post after a six-month period has expired.

Post is entitled to utilise the contents of the returns after the transfer of ownership to cover all fees in connection with the proper provision of services. If the customer is not the sender of the shipment, they expressly declare that they are authorised to make this declaration and shall indemnify and hold Post harmless in the event of claims by third parties.

4 Procedure

4.1 The customer shall send an order advice note for returns logging to Post's data and address management by e-mail to: retourenerfassung@post.at at least one week before the items are printed.

This must be accompanied by a sample consignment in electronic form.

4.2 If the customer issues deviating instructions on the advise note regarding the type of collection and/or processing of the returns, these instructions shall take precedence over those of the original agreement. The corresponding fee according to clause 5 is charged. No deviating instructions are possible for „Returns to P.O. Box 100, 1490 Vienna".

4.3 If the consignment sample differs from the actual consignments, Post is not obliged to handle the consignments as part of the returns logging process. Furthermore, Post may charge the customer additional costs for the processing or return of consignments.

5 Payments/invoicing

5.1 Returns to P.O. Box 100, 1350 Vienna

5.1.1

Logging and disposal fees per 100 returns	**Fee EUR ≤ 75 g**	**Fee EUR > 75 g**
Info.Mail / Sponsoring.Mail		
Logging with DataMatrix / barcode	**43.60**	**54.60**
Logging the customer number	**45.30**	**56.40**
Logging of name and address	**57.50**	**67.90**
Letter (except: parcel M)		
Logging with DataMatrix / barcode	**19.80**	**19.80**
Logging the customer number	**20.60**	**20.60**
Logging of name and address	**34.20**	**34.20**
Newspapers		
Logging with DataMatrix / barcode	**31.50**	**33.40**
Logging the customer number	**31.80**	**34.30**
Logging of name and address	**45.20**	**47.30**

5.1.2

Logging and delivery to the sender fees per 100 returns	**Fee EUR ≤ 75 g**	**Fee EUR > 75 g**
Info.Mail / Sponsoring.Mail		
Logging with DataMatrix / barcode	**47.60**	**59.40**
Logging the customer number	**49.40**	**61.60**
Logging of name and address	**62.80**	**75.10**
Letter (except: parcel M)		
Logging with DataMatrix / barcode	**19.80**	**19.80**
Logging the customer number	**20.60**	**20.60**
Logging of name and address	**34.20**	**34.20**
Newspapers		
Logging with DataMatrix / barcode	**36.10**	**36.90**
Logging the customer number	**36.60**	**37.40**
Logging of name and address	**50.70**	**51.90**

5.2 Returns to P.O. Box 100, 1490 Vienna

5.2.1

Logging and disposal C6 format, machine-compatible with Post-DataMatrix	**Fee EUR per 100 returns**
Info.Mail / Sponsoring.Post (≤ 75 g)	**41.30**
Letter (≤ 75 g)	**18.70**

5.3 The customer will be charged the agreed fee. All fees are net fees, i.e. excluding all statutory taxes and dues, in particular VAT.

5.4 Post intends to adjust all fees annually on 1 January in accordance with the development of the CPI (consumer price index) 2020 in the period from 1 July of the year preceding the previous year to 30 June of the previous year. The individual tariff levels are rounded up or down to the nearest 10 cents according to commercial rules.

Post expressly reserves the right to adjust the fee beyond the development of the Consumer Price Index (CPI); in this case, the customer shall have a special right of termination in accordance with clause 8.2

This adjustment to the fees is made in equal percentage amounts. The new fees determined in this way in accordance with these GTC will be announced in the 4th quarter of the current calendar year for the subsequent calendar year.

It is expressly not considered a waiver by Post if it has not made use of the index adjustment or any further fee adjustments – even over a longer period of time.

5.5 The due date and payment of the invoice amount shall be governed by the separate deferral agreement concluded with Post; in the absence of such an agreement, the respective invoice amount shall be transferred without deduction within 14 days of the invoice date.

In the event of delayed payment, Post reserves the right to demand payment of the outstanding amount, subject to the assertion of further default claims, especially bank fees, default interest amounting to the statutory interest rate in accordance with the Austrian Commercial Code (UGB) as amended. Post has the right to charge the customer for all reminder and collection expenses, in particular any legal fees incurred in this regard. If a customer is in arrears with payment beyond the due date, Post shall be entitled, after a single written reminder with a reasonable deadline, to stop logging returns until the payment default has been cleared.

5.6 In the event that the fees are debited within the SEPA Direct Debit Scheme (SEPA CORE) or the SEPA B2B Direct Debit Scheme (SEPA B2B) by Post from the account specified by the customer, Post shall give advance notice (pre-notification) no later than one day before the debit is made.

5.7 Objections to invoiced fee claims must be made by the customer in writing to Post within three months of the invoice date, otherwise Post's payment claim shall be considered as recognised. Objections do not prevent the invoice amount from becoming due.

6 Liability

6.1 **Warranty**
Claims based on defects that do not or only insignificantly impair the effectiveness of the service are invalid. The customer must assert and substantiate any complaints in writing without delay, but in any case within seven calendar days of performance by Post, otherwise warranty claims and claims for damages shall be forfeited.

In the event of justified and timely notification of defects, the defects shall be rectified within a reasonable period of time, whereby Post shall be entitled to two attempts at rectification and the customer shall enable Post to take all measures necessary for the investigation and rectification of defects. Post shall be entitled to refuse to improve the service if this is impossible or involves disproportionately high costs for Post. In this case or after failure of the attempts at improvement, the customer shall be entitled to the statutory rights of cancellation or price reduction. If, in this case, the customer does not exercise their right to reduce the fee or withdraw from the contract, Post may withdraw from the contract on their part.

The reversal of the burden of proof according to § 924 ABGB to the detriment of Post is excluded. The existence of the defect at the time of handover, the time of discovery of the defect and the timeliness of the notice of defect must be proven by the customer.

6.2 The warranty period is 3 months from delivery/service.

6.3 The customer is solely responsible for the devices (hardware and software) used by them and their suitability for data transmission by post. A failure of their devices does not release them from the obligation to pay.

6.4 **Damage compensation**
Post shall only be liable to the customer for damage caused by their intentional or grossly negligent behaviour. Damage compensation shall in any case be limited to the amount of the agreed remuneration, up to a maximum of EUR 3,000.00. Liability for slight negligence is excluded.

Compensation for – other – indirect damage, loss of profit, (consequential) damage, damage caused by delay, financial loss, unrealised savings or sales, loss of interest, damage due to third-party claims, etc. is excluded in any case – insofar as legally permissible.

6.5 No liability is accepted for incorrect returns data due to errors in the customer number, DataMatrix code, Post-DataMatrix code or barcode printed by the customer.

6.6 The customer bears the risk of loss of data.

6.7 Post does not guarantee the ongoing availability of the server and is not liable for its unavailability.

6.8 Post shall not be responsible or liable for the non-fulfilment or improper fulfilment of its contractual obligations, even if it uses vicarious agents, nor for damages, and any penalties and performance deadlines shall not apply if these occur due to circumstances independent of the will of the parties or unavoidable circumstances. This can include unforeseeable or unavoidable operational disruptions, official interventions, labour disputes, riots/insurrections, wars, terrorist attacks, boycott measures, natural disasters, pandemics, epidemics, official measures, confiscation of material goods, shortages of resources, materials or supplies, cyber attacks, sabotage, blackouts, disruptions to communication networks and other unforeseeable or unavoidable hindrances.

7 Data security and data protection

7.1 Post complies with the regulations of data protection law, in particular the Austrian Data Protection Act (Federal Act on the Protection of Natural Persons with regard to the Processing of Personal Data (Federal Law Gazette I 120/2017 as amended, hereinafter referred to as „DSG") and the EU General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, hereinafter referred to as „GDPR").

Post is a processor in the service area of returns logging in accordance with Art. 28 GDPR. It shall only use the data provided by the customer for the fulfilment of the order to process the returns logging in accordance with these GTC.

7.2 If no separate order processing agreement has been concluded between Post as the processor and the customer as the controller, the order processing agreement attached to these GTC shall be deemed to have been agreed.

7.3 At the latest one month after expiry of the warranty period, Post shall erase all data in connection with the service, unless it is obliged to retain further data due to mandatory statutory provisions.

7.4 The customer is obliged to comply with data protection regulations, in particular DSG and GDPR. In particular, the customer is responsible for the permissibility of the processing and use of the data, as well as the protection of the rights of the data subject and must indemnify and hold Post harmless in the event of claims by third parties.

8 Cancellation

8.1 If the contract was concluded for an indefinite period, it can be terminated by either contracting party at the end of each quarter, subject to a notice period of 3 months (i.e. on 31.03., 30.06., 30.09. and 31.12 in writing by registered letter or by email. The date of the postmark or the date of the dispatch of the email is decisive for compliance with the notice period. Ordinary termination is excluded for fixed-term contracts.

8.2 Both contracting parties are entitled to extraordinary termination of this agreement for an important reason.

In line with this, Post has the right to terminate the contractual relationship prematurely with immediate effect, in particular –

- if the customer is in arrears with payment obligations to Post after an unsuccessful reminder with a grace period of two weeks;
- insolvency proceedings against the customer are dismissed for lack of assets to cover the costs;
- if agreed services are not rendered or are rendered inadequately despite a written request;
- the customer grossly or repeatedly violates other essential contractual obligations;
- if Post no longer offers the „returns logging" product, for example due to changes in the legal framework;
- if there is an impediment in accordance with clause 6.8.

The customer is entitled to extraordinary termination if Post increases the agreed fee during the contract term; this excludes index adjustments based on CPI pursuant to Point 5.4, first paragraph. If no extraordinary termination is declared within 14 days of notification of the new fee by Post, the customer's consent to the increase shall be deemed granted.

9 Compliance

The customer undertakes (i) to ensure that any legal representatives, employees and subcontractors used and/or commissioned comply with all applicable legal provisions in connection with anti-corruption regulations and (ii) to take appropriate measures to ensure compliance with anti-corruption regulations. A violation of anti-corruption regulations entitles Post – without prejudice to other rights of cancellation and termination – to extraordinary termination of the agreement without notice and to assert any claims for damages.

10 Applicable law and place of jurisdiction

10.1 Any disputes arising from and in connection with the agreement are subject to Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods and conflict of laws provisions.

10.2 The exclusive place of jurisdiction is the court responsible for 1030 Vienna.

11 Other provisions

11.1 Any offsetting or retention by the customer is excluded, unless Post has expressly agreed to the offsetting in writing.

11.2 Rights arising from or in connection with the conclu-

ded contract may only be assigned to third parties with the prior express written consent of the other party.

11.3 Post is authorised to use third parties to provide its contractual services to the customer.

11.4 Only what has been agreed in writing shall be binding; no verbal collateral agreements shall apply. This also applies to a waiver of the written form requirement.

11.5 All rights and obligations arising from the contract shall be transferred to the respective legal successors of the contracting parties.

11.6 Post expressly excludes an obligation to update in accordance with § 7 Austrian Consumer Guarantee Act (VGG) as amended Federal Law Gazette I. 2021/175 (see also Art. 8 par. 2 and 3 Directive [EU] 2019/770, Art. 7 par. 3 and 4 Directive [EU] 2019/771).

11.7 If possible, Post shall inform the customer of the occurrence of an impediment in accordance with clause 6.8, preferably via the homepage.

11.8 Should parts of these GTC be or become legally invalid, this shall not affect the validity of the remaining provisions. Any legally invalid parts of these GTC shall be replaced by those legally valid provisions that are most favourable to Post and come closest to the economic purpose of the invalid provisions.

RETURNS LOGGING
Annex to the order processing contract

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1 Subject of the agreement

Regular logging, evaluation, clearing and destruction of returns shipments of the person responsible in accordance with the returns logging product, the procedure and scope of services of which can be found in the General Terms and Conditions for returns logging of Österreichische Post AG, available at www.post.at/agb.

In the context of this contract, „personal data" means personal data that the controller provides to the processor under the contract described in more detail above or the processing of which is assigned to the processor in that contract.

Categories of personal data and categories of data subjects are processed in accordance with Appendix 1.

2 Term of the agreement

This agreement shall apply until a separate order processing agreement is concluded between Post as the processor and the customer as the controller.

3 Obligations of the processor

3.1 Binding instructions for the order processor
The processor is bound by instructions The processor is obliged to process personal data and processing results exclusively in accordance with the controller's written instructions.

All data processing activities take place exclusively in a member state of the European Union.

The transfer or disclosure of personal data to third parties, to which the processor is not legally obliged, requires the written consent of the controller. If the processor is obliged to do so by law, they must inform the controller in advance.

Personal data may only be processed for the processor's own purposes with the prior written consent of the controller.

3.2 Confidentiality of the authorised persons of the processor
The order processor is obliged to maintain data secrecy and makes a legally binding declaration that they have obliged all persons appointed for data processing to confidentiality before commencing work or that they are subject to an appropriate legal confidentiality obligation.

They have obliged all persons appointed for data processing to keep personal data confidential that is entrusted or made accessible to them exclusively on the basis of their professional employment, without prejudice to other statutory confidentiality obligations, unless there is a legally permissible reason for transferring/disclosing the data.

In particular, the confidentiality obligation of persons appointed for data processing remains applicable even after the termination of their work for the order processor and their departure.

3.3 Technical and organisational measures to ensure data security
The processor undertakes to take all necessary measures to ensure the security of the processing in accordance with Art. 32 GDPR.

The processor warrants that they have taken and will continue to take the technical and organisational measures described and selected in Appendix 2, appropriate to the risk, to protect the personal data against accidental or unlawful destruction and loss, to ensure its proper processing and to ensure that it is not accessible to unauthorised third parties. The processor undertakes to keep the technical and organisational measures set out above up to date and to update or adapt them in line with technical progress or changes in the risk situation.

The processor shall ensure that the controller can fulfil the rights of the data subject in accordance with Chapter III of the GDPR (information, access, rectification and erasure, data portability, objection and automated decision-making in individual cases) and taking into account the Austrian Federal Act on the Protection of Individuals with regard to the Processing of Personal Data (DSG as amended) within the statutory time limits at all times, shall provide the controller with all necessary information and shall support the controller to the best of their ability in fulfilling their obligations in this regard.

If a corresponding application asserting data subject rights is submitted to the processor and it is clear from the content of the application that the applicant mistakenly considers the processor to be the controller of the processing activity carried out by the processor on behalf of the controller, the processor must forward the application to the controller without delay and inform the applicant of this, stating the date of receipt of the application.

The processor shall support the controller for compliance with the obligations stated in Art. 32 to 36 GDPR (data security measures, notifications of breaches of protection of personal data to the supervisory authority, informing the data subject affected by a breach of the protection of personal data, data protection consequence assessment, previous consultation) to the best of their ability.

The processor is obliged to provide to the controller the information that is necessary to control compliance with the obligations stated in this agreement.

At the request of the controller, a declaration of data secrecy shall also be submitted to the controller in individual cases with regard to those persons entrusted with the execution of the order.

With regard to the processing of the personal data

provided by them, the controller shall be granted the right to check the correctness of the data processing at the processor's premises at their own expense by qualified employees who are obliged to maintain confidentiality or by a person who is obliged to maintain professional secrecy (court-certified expert, etc.) after prior notification of at least 30 working days (excluding Saturdays). This is done during normal office hours and in consultation with the data protection officer of the processor or another person responsible for data protection.

3.4 Special technical and organisational measures for sensitive data

If the transfer of personal data includes data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, or genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health, sex life or sexual orientation, or data relating to criminal convictions or offences (hereinafter referred to as „sensitive data"), the processor shall process the sensitive data only if an exception under Art. 9 GDPR applies and shall apply special restrictions and/or additional safeguards adapted to the specific nature of the data and the associated risks.

This may include restricting the personnel who have access to the personal data, additional security measures (such as pseudonymisation) and/or additional restrictions on further disclosure.

3.5 Transmission of data to third countries or international organisations

Any transfer of data by the processor to a third country or an international organisation shall take place exclusively on the basis of prior written consent by the controller or in compliance with a specific provision under Union law or the law of a Member State to which the processor is subject and must meet the requirements of Art. 44 et seqq. of the GDPR. Insofar as the standard contractual clauses (standard data protection clauses) are used as the legal basis in accordance with Art. 46 GDPR, the most recent standard contractual clauses issued by the Commission in accordance with the review procedure pursuant to Article 93 (2) GDPR shall apply.

4 Use of sub-processors

Sub-processors are all those companies that are used in turn by the processor as its processors.

The order processor may appoint sub-processors. They must duly inform the controller of the intended appointment so that the latter may object.

This does not include ancillary services that the processor utilises, e.g. as postal/transport/telecommunications services or for the maintenance/servicing of data carriers and data processing systems.

The processor shall conclude the required agreements pursuant to Art. 28 par. 4 GDPR with the sub-processor. It is to be ensured that the sub-processor is bound to the same obligations that the processor is subject to as part of this agreement. The transfer of obligations must be proven to the controller upon request.

If the sub-processor does not meet their data protection obligations, the processor is liable towards the controller for compliance with obligations by the sub-processor.

The controller consents to the use of the sub-processors listed in Appendix 3.

5 Messages to contact persons

Communications under this contract shall be exchanged in writing between contact persons designated by the contracting parties.

If no specific e-mail address is provided, the e-mail address of the respective online service user or the e-mail address of the contact person according to the offer or contract will be used for data protection notifications.

A change of contact person will be communicated immediately, but within two weeks at the latest.

The processor shall provide the controller with secure data transmission channels. The controller is responsible for ensuring that the access data disclosed to them is only made available to those employees who are authorised to access the data. In particular, the controller will immediately report the departure of employees to the processor, who will provide new access data for the employees now responsible. The access data for employees who have left the company will be deactivated by the processor.

If the controller downloads data from the processor's FTP server, the controller is obliged to erase this data from the FTP server immediately after the download.

6 Erasure and return of personal data after completion of the order

Upon completion of the order, the processor is obliged to hand over to the controller all processing results and documents containing personal data covered by the contract; this shall not affect the storage of the personal data and processing results provided to the processor for a maximum of one month after expiry of the warranty period pursuant to the GTC for returns logging.

No later than one month after expiry of the warranty period, the processor shall erase all personal data pertaining to the contract or, at the request of the controller, store it securely before erasure. This applies in particular if the processor is not obliged to continue storing personal data due to mandatory legal provisions.

At the request of the controller, the processor shall confirm the erasure of the data in writing.

If the processor processes the personal data in a special technical format, they are obliged to hand over the personal data after completion of the assignment either in this format or, upon the wishes of the processor, in the format in which they received the personal data from the controller or in another standard format.

7 Liability

Liability is governed by statutory provisions and any data protection liability provisions of the main service/framework agreement and the General Terms and Conditions for returns logging of Österreichische Post AG, available at www.post.at/agb.

The liability sum shall in any case be limited to the sum of the respective order volume of the main service agreement in accordance with clause 1, unless there is a more favourable provision for the processor therein, in these GTC for returns logging or by law.

8 General contract provisions

All disputes arising from and in connection with this contract are subject to Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods and conflict of laws provisions. For all disputes, the court with subject-matter and local jurisdiction for 1030 Vienna is agreed.

Agreements pertaining to this contract must be made in writing to be binding, no verbal collateral agreements have been made and all agreements concluded between the contracting parties prior to the signing of this contract shall become invalid upon the signing of this contract. Amendments and additions to the agreement must be made in writing in order to be valid, this also applies to the waiving of the written form requirement.

All rights and duties regarding this agreement shall be transferred to any legal successors of either contracting party.

This agreement takes precedence over the provisions of the main service/framework agreement with regard to personal data processing and all data protection matters.

The parties agree to treat the conclusion of this agreement and its content as confidential. This applies insofar as this agreement does not contain any conflicting provisions and there are no legal obligations to provide information.

The controller undertakes (i) to ensure that their legal representatives, employees and appointed and/or commissioned subcontractors comply with all applicable legal provisions in connection with anti-corruption regulations and (ii) to take appropriate measures to ensure compliance with anti-corruption regulations. A breach of anti-corruption regulations shall entitle the processor – without prejudice to other rights of withdrawal and termination – to extraordinary termination of the agreement without notice and to assert any claims for damages.

The controller is obliged to inform the processor whether the controller has reported a data protection incident as defined by Art. 4 (12) GDPR in connection with processing regulated by this agreement to the data protection authority in accordance with Art. 33 (1) GDPR or has also notified the persons affected by this data protection incident in accordance with Art. 34 GDPR. In particular, they shall also provide the processor with a copy of each report or notification free of charge. If possible, the controller shall provide the processor with this information before the report is submitted, but no later than 48 hours after the respective report or notification is submitted.

If individual clauses of the agreement should be or become invalid or unenforceable, the contracting parties shall mutually agree on a valid or enforceable clause that comes the closest to the economic purpose of the invalid or unenforceable clause. The invalidity or unenforceability of individual clauses does not affect the validity or enforceability of the contract as a whole.

Appendices 1, 2 and 3 constitute integral parts of the agreement.

Annex 1 – Categories of personal data and data subjects	
a) The following categories of personal data are processed	
✓ Core data of persons	✓ First name and surname
	✓ Title
	✓ Date of birth
	✓ Gender/form of address
✓ Address details	✓ Country
	✓ Town / postcode
	✓ Street
	✓ House number
	✓ Door number
✓ Identification data	✓ Customer number
✓ Marketing data	✓ Dispatch data
✓ No special category data pursuant to Art. 9 GDPR is processed.	
✓ No data is processed pursuant to Art. 10 GDPR.	
b) Personal data is processed for the following categories of data subjects	
✓ Data subjects of the end customer of the sales partner/responsible party (customers, interested parties, employees, business partners, ...)	

Annex 2 – Technical and organisational measures	
1) CONFIDENTIALITY	
Access control – protection against unauthorised access to data processing systems	
✓ Alarm system	✓ Security personnel
✓ Key regulation	✓ Video surveillance of the entrances
✓ Security locks	✓ Personnel check at reception
✓ Authorisation permits	✓ Logging of visitors
✓ Separate security area for IT employees	
Access control – protection against unauthorised system use	
✓ Role-based assignment of user rights	✓ Security Incident Management & Security Operation Centre
✓ Secure passwords/password policy	✓ Automatic locking mechanisms/screen lock
Access control – protection against unauthorised reading, copying, modification or removal within the system	
✓ Authorisation concept "need to know basis"	✓ Secure storage of data carriers
✓ Logging of accesses	✓ Pseudonymisation
✓ Encryption of data carriers	✓ Firewall
✓ Management of rights by system administrators	✓ Data protection-compliant disposal of the data carriers and logging
✓ Classification system for data	
✓ VPN technology	✓ Standard processes in the event of change/resignation of employees

2) INTEGRITY	
Transmission control – protection against unauthorised reading, copying, modification or removal during transmission	
✓ Encrypted data transmission	✓ Documentation of data recipients
✓ Safe transport containers	✓ Anti-virus software
✓ Data carrier encryption	✓ Overview of regular access and transmission processes
✓ Intrusion detection system	
Input control – determining whether and by whom personal data was entered into data processing systems, modified or removed	
✓ Logging	✓ Input validation
✓ Document management	

3) AVAILABILITY AND CAPACITY	
Availability control – protection against destruction and loss of data	
✓ Backup & restore tests	✓ Fire and smoke detection systems
✓ Uninterrupted power supply	✓ Recovery concept/reconstruction plan
✓ Redundancy concepts/emergency supply plan	✓ Air conditioning
✓ Erasure deadlines	✓ Reporting channels and emergency plans

4) PROCEDURES FOR CHECKING, ASSESSMENT AND EVALUATION	
✓ Data privacy management	✓ Regular employee training
✓ Security management	✓ Security checks at an infrastructure and application level

5) OTHER	
✓ Preliminary settings / Methods in the interests of data protection	✓ Right to issue directives
✓ Clear contract layout	✓ Formalised order management
✓ Careful selection of service providers	✓ Control/audit right
✓ Checking and documentation of Security measures	✓ physical/logical separation of data
✓ Data secrecy obligation (e.g. employees)	✓ Separation of productive and test system

Annex 3 – Sub order processors

The processor is authorised to use the following sub-processors:

Name	Address	Type of business
ATOS IT Solutions and Services GmbH	Siemensstraße 92 1210 Vienna	Storage and processing of data in secure data centres in accordance with ISAE3402 SOC 2
Post Business Solutions GmbH	Rochusplatz 1 1030 Vienna	Processing returns and recording data

Österreichische Post AG
Company headquarters
Data & Address Management
Rochusplatz 1, 1030 Vienna

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