

**Notice  
On the Processing of Personal Data**

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## A. NOTICE TO THE MERCHANT / DATA SUBJECT

NEXI GREECE PROCESSING SERVICES SINGLE MEMBER S.A. (hereinafter, "**NEXI Greece**" or "**We**"), acting in its capacity as a controller, informs the natural person(s) (irrespective of gender or capacity, hereinafter the "**Merchant**" or "**Merchants**" or "**you**") who wish to accept payments conducted through payment cards or other means of electronic payment for the performance of their professional activities and enter into an agreement with NEXI Greece for the supply (through the purchase or lease) and use of the relevant equipment and applications (the "**POS Equipment**"), pursuant to the General Regulation on Personal Data Protection and the free movement of such data (EU) 2016/679 of the European Union (the "**GDPR**") and the provisions of Greek law 4624/2019 on the protection of such data (the "**Greek Data Protection Law**") as well as the relevant Greek and European legislation on the protection of personal data as in force from time to time, that NEXI Greece and/or third parties, at its request and on its behalf, process personal data that concern the Merchants in the context of the agreement on the supply and use of POS Equipment (hereinafter the "**Agreement**"), as described below.

It is noted that, this Notice is primarily addressed to Merchants being sole proprietors (ατομικές επιχειρήσεις), who classify as data subjects under the GDPR. In case a Merchant is a legal person or entity, the current Notice is addressed to its representatives, agents, employees, partners and management bodies, whose personal data are subject to processing on behalf of NEXI Greece, in the context and for the purposes of the relevant Agreement.

### I. What categories of data do we collect?

In view of the above, the personal data that NEXI Greece collects and processes may indicatively be the following and not all of them necessarily concern you:

- a) **Identification data**, such as full name, father's name, tax registration number, tax office, signature and other demographic data as well as any other data included in the Agreement or collected throughout the performance thereof. Also including identifiers provided by devices (e.g. mobile phones, tablets) connected to NEXI Greece's systems or applications, such as IP address or other position and location data deriving from the aforementioned devices, as well as internet browsing data (cookies), which alone or in combination with unique identifiers may be used for the identification of the Merchant.
- b) **Contact data**, such as postal address and e-mail address, landline and mobile phone number.
- c) **Data on transactional behavior**, on the performance of the Merchant's Agreement with NEXI Greece and the consistency of meeting financial obligations undertaken thereby.
- d) **Data arising throughout the duration of your relationship with NEXI Greece and data on your telephone communications or videoconferences** with NEXI Greece, recorded pursuant to the provisions of the relevant legal framework.
- e) **Financial and invoicing data required for the performance of the Agreement** such as IBAN and bank account details for the settlement of standing orders.
- f) **Information regarding your cooperation with the payment institution Nexi Payments Greece S.A. ("NEXI Payments")** such as confirmation by NEXI Payments about the activation of the card acquiring agreement following successful completion of your registration with NEXI Payments and termination of your card acquiring agreement.

## II. Where do we collect your data from?

The aforementioned personal data is collected from the following sources, as the case may be:

- a) **Directly from you or from third parties acting on your behalf** (e.g. agents, authorized representatives etc.) or related to you. NEXI Greece is not responsible for any illegal processing of your personal data by the above third parties.
- b) From **third-party service providers, suppliers and partners** of NEXI Greece.
- c) **From NEXI Payments** with which you applied to enter into card acquiring agreement with and which is providing to you card acquiring services.
- d) **From Alpha Bank A.E.** (the “Alpha Bank”) at the branch of which you signed the relevant application for the supply and use of Equipment and applications for card transactions.
- e) **From publicly accessible sources**, such as commercial registries, the Government Gazette Issues etc. to the extent necessary for the performance of the service.

It is noted that the above data can also be collected or verified from companies of the Group to which NEXI Greece belongs or from third parties which provide or verify recommendations about you. According to the GDPR, personal data should be updated and accurate. Consequently, you are obliged to inform NEXI Greece about any change of the aforementioned personal data which have been transmitted to NEXI Greece by you.

Furthermore, if you provide us with personal data of third parties, you are obliged to fully inform them in advance, including by reference to this Notice, and obtain their relevant consent, where required.

## III. Why do we collect your data and how do we process it?

The personal data collected as per the above, either before or at the beginning or the Merchant’s contractual relationship with NEXI Greece, or afterwards during the performance of the aforementioned Agreement, is processed for the following purposes:

### **A. For the execution of the Agreement and the measures taken following your request prior to the conclusion of the Agreement**

The aforementioned processing of your personal data serves purposes, such as:

- i. Your identification, the verification of your details and communication with you.
- ii. The management of the Agreement, as well as the execution, performance monitoring and in general the smooth operation of the Agreement with NEXI Greece and the fulfillment of the mutual obligations thereunder, including to prove and manage your orders as well as for ongoing support during the performance of the Agreement.

### **B. For the compliance of NEXI Greece with its legal obligations**

NEXI Greece processes your personal data to the extent necessary, in order to comply with the obligations imposed by the relevant legal, regulatory and supervisory framework, as well as the decisions of authorities (public, independent, prosecutorial, etc.) or courts (regular or arbitral) and for the protection of persons and goods.

### **C. For legitimate interest purposes pursued by NEXI Greece or third parties (indicatively, companies of the Group, affiliates etc.)**

The processing of your personal data also serves purposes such as, indicatively:

- the establishment, exercise and defense of legal claims,
- the compliance with the policies of NEXI Greece,
- the compliance with terms of contracts of NEXI Greece with third parties,
- the security of IT systems and, in general, assets of NEXI Greece and/or a third party,
- record keeping and performing statistical analysis,
- protection of reputation,
- the prevention and deterrence of criminal acts or fraud against NEXI Greece or a third party, etc.
- to investigate the extent to which you are satisfied with the services provided by NEXI Greece and/or your additional needs and wants, for the purpose of analyzing the efficiency of NEXI Greece's services and designing and launching new services.
- recognition of your identity for the prevention of fraud, the protection against malware, DDoS attacks against NEXI Greece, its Group companies or customers, as well as against any other illegal act, including cases of phishing.

This processing is subject to a balancing exercise that the interests and your fundamental rights and freedoms that require the protection of your personal data do not prevail over the legal interests of NEXI Greece.

#### **D. With your consent**

Where NEXI Greece has requested and received your consent, the processing of your personal data is based on such consent. In these cases, you have the right to withdraw your consent at any time. The withdrawal of your consent shall not affect the lawfulness of processing based on your consent provided before its withdrawal. In particular, based on your consent, NEXI Greece may:

- communicate with you and present products or services,
- to promote new products and services of NEXI Greece and/or collaborating companies or third parties, including making personalized offers based on your preferences,
- conduct customer surveys for the assessment and analysis of the market, customers, products and services provided by NEXI Greece.

#### **IV. Who are the data recipients?**

In the context of processing your personal data, NEXI Greece may transmit such data to the following recipients:

- a) NEXI Greece's employees who are responsible and specifically authorized for handling any requests made by the Merchant for the provision of services under the Agreement, as well as for the management and performance of the same, in order to fulfill the obligations arising therefrom and the relevant obligations imposed by law.
- b) Members of management/committees of NEXI Greece in the context of their duties and to companies of the Group to which NEXI Greece belongs.
- c) Natural and legal persons to which NEXI Greece assigns the execution of specific tasks on its behalf, provided that the professional secrecy and the obligation for discretion and confidentiality are respected in all cases, such as, amongst others, the following companies:
  - providers of services for the preparation, installation and management of POS terminals;

- telephone support – information companies (call centers);
- providers of technical support and software development services;
- debt information companies (L. 3758/2009);
- accounting, billing and invoicing services providers;
- consultancy service companies (e.g., technical, organizational, IT services, support and ancillary services, financial, such as experts, specialists etc.);
- file storage and management companies;
- market research, research of customer satisfaction, advertising, and product promotion companies on behalf of NEXI Greece, provided that you have given your consent to NEXI Greece;
- providers of online services and applications in view of providing better customer services, responding to your queries and improving your overall experience with NEXI Greece when using your Merchant account;

as well as

- lawyers, law firms, notaries and court bailiffs;
  - accredited mediators of Law 4640/2019 and centers for the provision of mediation services;
  - providers of postal and courier services;
  - providers of development services, maintenance services, configuration of computer applications and of identification via video services;
  - e-mail providers, web hosting service providers, including cloud services;
- d) the Alpha Bank for the execution of standing orders with respect to the charging of your account with the fees for the services provided under the Agreement;
- e) Administrative, auditing, independent, judicial, public prosecution and/or other authorities and entities within the legal framework of their competencies, duties and authorities (e.g. the Bank of Greece).
- f) Audit firms.
- i) Existing or potential buyers of all or part of NEXI Greece's activities or assets (including its rights).

#### **V. Are the data transmitted to non-EU countries (third countries) or international organizations?**

NEXI Greece will not transfer your personal data directly to third countries or international organisations, unless such transfer is required by the applicable regulatory or legal framework.

If applicable, NEXI Greece may transfer your personal data to third countries under the following circumstances:

- a) The European Commission has decided that the specific third country or international organization ensures an adequate level of protection for the personal data;
- b) Appropriate safeguards for the processing of personal data have been provided in accordance with the legal framework;
- c) Standard contractual clauses have been signed;
- d) The Merchant has been specifically informed and has granted his/her explicit consent to NEXI Greece to this end, and any additional requirements of the legal framework have been met;
- e) The transfer is required for the execution of a contract, such as where the transmission is necessary for the execution of payment orders to a bank account of a financial institution in a third country;
- f) The transfer is necessary for the establishment, exercise or defense of NEXI Greece's legal claims or rights;
- g) NEXI Greece has a relevant obligation arising from a legal provision, an intergovernmental or international agreement; or

- h) There is a relevant obligation arising from a legal provision or an international convention to which NEXI Greece is subject. In order to fulfill such obligation, NEXI Greece may transfer personal data to competent national authorities so that such data are delivered through them to the respective authorities of third countries.

#### **VI. How long is the data retention period?**

Your personal data shall be kept throughout your contractual relationship and your cooperation with NEXI Greece and for the time period which is deemed necessary under the relevant legal and/or regulatory framework and in any case, your personal data shall be kept until the fulfillment of the general limitation period set by the law, i.e. until the lapse of twenty (20) years from the -by any means- termination of your cooperation with NEXI Greece.

If there is ongoing litigation with NEXI Greece, the maintenance period of the personal data shall be extended until the issuance of an irrevocable court decision.

The retention period shall be completed at the end of the year during which the statutory time limit lapses.

In case the law or regulatory acts provide for a shorter or greater data retention period, the data retention periods will be decreased or increased accordingly.

NEXI Greece may store documents that have your signature and contain your personal data only in electronic/digital form after a period of five (5) years and proceed with the destruction of the relevant hardcopies.

#### **VII. What rights does the Merchant have for the protection of his/her data?**

The Merchant has the following rights:

- a) To know which personal data that concerns him/her is kept and processed by NEXI Greece, as well as its source (right of access).
- b) To request the rectification and/or supplementation of his/her personal data, so that it is complete and accurate by presenting any necessary documents which prove the need for such rectification or supplementation (right to rectification), which constitutes an obligation of the Merchant at the same time.
- c) To request the restriction of the processing of his/her personal data (right to restriction).
- d) To refuse and/or object to any additional processing of his/her personal data kept by NEXI Greece (right to object).
- e) To request the erasure of his/her personal data, from NEXI Greece's records (right to erasure).
- f) To request from NEXI Greece to transmit the data he/she has submitted thereto to any other data controller in a structured, commonly used and machine-readable format (right to data portability).
- g) To revoke his/her consent, if he/she has given it in those cases that constitute a legal basis for the processing of personal data.

It is noted that the fulfillment of the requests under c, d and e above, if they concern personal data necessary for the execution or the continuation of the Agreement's performance, regardless of their source, entails the Agreement's automatic termination on the Merchant's part, pursuant to the terms thereof or the inability to

review the data subject's request.

In addition, NEXI Greece has the right in any case to refuse the Merchant's request for the restriction of processing or the erasure of his/her personal data, if the processing or retention of the data is necessary for the establishment, exercise or support of its legitimate interest, lawful rights or its compliance with its legal obligations, according to the aforementioned under III.

The exercise of the data portability right (under f above) does not entail the erasure of the data from NEXI Greece's records, which is subject to the terms of the preceding paragraph.

The exercise of the aforementioned rights acts for the future and does not concern the processing of personal data which has already been carried out.

The Merchant has the right to file a complaint with the Hellenic Data Protection Authority ([www.dpa.gr](http://www.dpa.gr)), which is the competent supervisory authority for the protection of the fundamental rights and freedoms of natural persons, against processing which concerns him/her, if he/she believes that his/her rights are being infringed in any way.

#### **VIII. How can you exercise your rights under VII above?**

For exercising the rights under VII above, you may:

- contact NEXI Greece via email at [[privacy.gr@nexigroup.com](mailto:privacy.gr@nexigroup.com)]

NEXI Greece shall make every effort to respond to your request within thirty (30) days from its submission. This deadline may be extended by an additional sixty (60) days, provided that it is necessary, at NEXI Greece's discretion, taking into account the complexity of the request and the number of requests. NEXI Greece shall inform you, in any case of extension of the deadline of thirty (30) days, within thirty (30) days from receipt of the request, as well as for the reasons of the extension.

If NEXI Greece does not act on your request, it shall inform you without delay, by no later than thirty (30) days from receipt of the request, of the reasons for which it was unable to act and of your right to file a complaint and take legal action.

The above service is provided by NEXI Greece free of charge. However, if your requests are manifestly unfounded, excessive, or repetitive, NEXI Greece may either charge a reasonable fee, informing the Customer thereof, or refuse to respond to such requests.

#### **IX. Technical and Organizational Measures implemented by NEXI Greece**

NEXI Greece commits to implement and maintain the appropriate technical, organizational, administrative and physical security measures, which are necessary for the protection of personal data, against, amongst others, destruction, loss, alteration, unauthorized disclosure or unauthorized access to them. To determine the appropriate technical and organizational security measures, NEXI Greece takes into account:

- the state of the art and international best practices;
- the nature, scope, context and purposes of processing;

- the risks of the use as well as the processing for the rights and freedoms of the data subjects, especially as a consequence of destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to transferred, stored or otherwise used data, either by accident, or unlawfully;
- the likelihood that the processing has an impact on the rights and freedoms of the data subjects;
- the recommendations of competent national authorities (e.g. Hellenic Data Protection Authority, Hellenic Authority for Communication Security and Privacy-ADAE), the PCI Standards, the European Data Protection Board, the European Union Agency for Network and Information Security (ENISA) etc; and
- the applicable norms and standards.

All NEXI Greece personnel who processes personal data, receives relevant training on data protection principles;

NEXI Greece ensures that any personnel who has access to personal data has appropriate confidentiality obligations in their contractual or employment relationship with NEXI Greece. Personal data are not transferred to a country or territory which has inadequate data protection laws, unless adequate safeguards are in place and in all cases, according to the provisions of the General GDPR. In case of an incident involving unauthorized access to personal data, NEXI Greece operates the applicable Data Breach Notification Procedure which is designed in compliance with applicable laws requiring notification of incidents based on GDPR and the Greek Data Protection Law provisions as well as the Hellenic Data Protection Authority (HDDPA) guidelines. Where appropriate or required, NEXI Greece will also notify law enforcement competent authorities, financial or other regulators and/or state agencies (including any competent authorities). These measures are reviewed and updated by NEXI Greece at regular intervals based on the state of the art and advanced guidelines regarding data breach incident(s) and their management.

#### **X. Who is the Data Protection Officer of NEXI Greece?**

A Data Protection Officer (DPO) is appointed and holds the responsibility for overseeing questions in relation to this Notice. If you have any questions or requests, including any requests for the exercise of your legal rights, please contact the DPO using the details set out below. The Data Protection Officer can be contacted to the following email address: [privacy.gr@nexigroup.com](mailto:privacy.gr@nexigroup.com) or the postal address: 2, Stratopedou AVYP, P.C. 14568, Krioneri, Attica, Greece (attention: DPO).

#### **XI. Updating and modifying this Notice on the processing of personal data**

NEXI Greece may, in accordance with its applicable Data Privacy and Protection Policy and pursuant to the applicable legal and regulatory framework, modify or amend this Notice. All Merchants that have an in any way established relationship with NEXI Greece acknowledge they are informed of all above, the updated version of which shall always be posted at NEXI Greece's Internet site ([www.nexigreece.gr](http://www.nexigreece.gr))