BluOr Bank

BluOr Bank AS | Smilšu iela 6, Rīga, LV-1050, Latvija | Registration No. 40003551060 | SWIFT code: CBBRLV22
Phone: +371 67 031 333 | E-mail: info@bluorbank.lv | www.bluorbank.lv

Part II
Terms and Conditions for the Provision of the Bankpay Service

1. Definitions

Authentication Tool	–	Device and/or set of procedures that the Client uses for authentication with the Account Holder.
Bank	–	BluOr Bank AS, registered with the Commercial Register of the Republic of Latvia under a unified registration No. 40003551060, registered office: Smilšu iela 6, Rīga, LV-1050
Bankpay Service	–	Payment initiation service that enables the Client to settle for the Merchant Service on the Website by using his/her account opened with the Account Holder other than Bank.
Pricelist	–	The applicable pricelist for services (operations) rendered by the Bank.
Website	–	An electronic (logical) point of sale established by the Merchant and publicly available on the world wide web (internet), registered/available online with a respective unified resource address (URI, URL), through the model of which payments are being executed.
Client	–	The natural or legal person who receives/uses the Service on the Website.
Account Holder	–	The payment service authority that holds and services the Client's payment accounts and is available for providing the initiation service.
Agreement	–	Part I of the Agreement on the Provision of Bankpay Service between BluOr Bank AS and the Merchant, the Technical Description, annexes and Terms and Conditions.
Current Account	–	Annex 1 to the Agreement specifies the Merchant's Current Account, used for crediting funds for the Services purchased by the Client through the use of the Bankpay Service.
Terms and Conditions	–	Terms and Conditions for the provision of the Bankpay Service.
Service	–	Goods and/or services listed in Annex 1 to the Agreement which the Merchant offers to Clients on the Website and which are subject to settlement.
Parties	–	The Merchant and the Bank.
Technical Description	–	Documentation containing the technical characteristics of the Bankpay Service, including file formats to be used for data exchange, protocols to be used for data transmission, and other matters.
Merchant	–	A legal person registered with the company register and/or trade or similar register of a Member State of the European Union, with which the Bank has concluded the Agreement.
GTB	–	BluOr Bank AS General Business Rules.

2. Subject Matter of the Agreement and General Provisions

2.1. The Agreement shall set up the procedures by which the Bankpay Service is established, implemented and provided.

2.2. The Merchant shall acknowledge that he/she has read the Technical Description prior to signing the Agreement. The Merchant shall agree that, during the term of the Agreement, the Bank is entitled to unilaterally amend the terms of the Technical Description. If the amendments to the Technical Description substantially alter the arrangements for the use of the Bankpay Service, the Bank shall inform the Merchant at least 10 working days in advance, providing the Merchant with the opportunity to familiarise himself/herself with the changes and to integrate them on the Merchant's Website. If the amendments to the terms of the Technical Description do not directly affect the arrangements for the use of the Bankpay Service, the Bank shall have the right to inform the Merchant on the date of entry into force of the respective changes by sending an e-mail message to the contact listed in Annex 1 to the Agreement. The Bank shall ensure that the current version of the Technical Description is available to the Merchant on the websites https://www.bluorbank.lv/en/e-commerce-online-card-acceptance and https://gateway.bluorbank.lv/api/.

2.3. Bankpay Service may be subject to functional restrictions if this is necessary to ensure compliance of the Service provided with the regulatory requirements until the time when the relevant requirements are removed or a solution is developed that allows the removal of the restrictions. Functional restrictions shall be specified in Annex 1 to the Agreement. In the event of removal or replacement of the restrictions, the Bank shall immediately inform the Merchant thereof by submitting Annex 1 with appropriate amendments to the Merchant for signature.

2.4. Legal relationship between the Parties, not covered by the Agreement, shall be governed by GTB and the applicable laws and regulations.

2.5. The Merchant acknowledges that he/she has read the GTB and the Pricelist prior to the signing of the Agreement.

3. Responsibilities of the Parties

3.1. The Bank shall undertake to:

3.1.1. Provide the Bankpay Service in accordance with the procedure and to the extent specified in the Agreement, including in the Technical Description:

3.1.1.1. The Bank shall act as a provider of the payment initiation service, i. e. for settlements with the Merchant the Bank shall enable the Client to initiate a payment on the Merchant's Website by using his/her account available to the Client online and opened with an Account Holder other than Bank.

3.1.1.2. The Bank shall, in accordance with the procedures specified in the Technical Description and based on the information provided by the Merchant, transmit the data necessary for the preparation of the payment order to the Account Holder, other than the Bank, and the Client shall authorise the payment order by using the Authentication Tool in accordance with the procedures specified by the Account Holder;

3.1.1.3. A Client authorized payment shall be executed in accordance with the procedures and deadlines specified by the Account Holder and the Bank shall not be responsible for executing the payment made within the functionality of the Bankpay Service;

3.1.1.4. Upon receipt of confirmation from the Account Holder that the payment has been authorized, the Bank shall notify the Merchant that the payment in question has been accepted for execution and that the amount of the payment will be credited to the Merchant Current Account in accordance with the procedures specified by the payment service regulations of the Account Holder;

3.1.2. Provide the Merchant with remote technical advice during maintenance, including advice on the Merchant's connection to Bankpay, its functionality and the registration of users in Bankpay. Consultations shall be available on working days from 9:00 to 18:00, using the e-mail or phone number specified in the Agreement.

3.1.3. Ensure the availability of Bankpay in accordance with the following requirements:

3.1.3.1. Availability of service, excluding scheduled jobs, cannot be less than 95% over a period of 30 days;

3.1.3.2. Unscheduled service interruption cannot be longer than five working days.

3.1.4. Notify the Merchant at least 10 (ten) working days in advance about changes to the website addresses used to provide the Bankpay Service;

3.1.5. The payment amount made under the Bankpay Service shall be credited from the Account Holder to the Current Account.

3.1.6. The payment shall be executed in the order and within the time limits specified in the Account Holder's and Bank's GTB and Pricelist.

3.2. The Merchant shall undertake to:

3.2.1. Establish and maintain the technical/logical solutions required for the maintenance of the Bankpay Service on the Website to be provided by the Merchant in accordance with the Technical Description;

3.2.2. Make the Service available to Clients in compliance with the provisions of the Agreement and the Technical Description;

3.2.3. Not add any commission fees and/or any other surcharges for the Bankpay Service to the price of their Services;

3.2.4. Not impose any restrictions on Clients regarding the use of the Bankpay Service without the written consent of the Bank;

3.2.5. Notify the Bank in writing no later than 3 (three) weeks in advance if the Merchant wishes to make changes to the range of service categories proposed, as well as other operating conditions of the Merchant that have an impact on the Services proposed and their users;

3.2.6. Not use the Bankpay Service on behalf of or for the benefit of any third party;

3.2.7. Notify the Bank in writing at least 10 (ten) working days in advance about any changes in the Website address, as well as changes in the name of the Merchant and changes in trade marks, if relevant for the design of the Service.

3.3. The Parties shall undertake to:

3.3.1. Independently carry out and settle payments for the development, purchase, installation and maintenance of hardware and software to be installed on their side for the operation of the Bankpay Service;

3.3.2. Notify the other Party of any technical problems as soon as possible via e-mail, while also announcing the deadlines for addressing the technical problems;

3.3.3. Carry out all the preparatory work necessary for the provision of the Bankpay Service, testing the information exchange process and commencing the provision of the Bankpay Service;

3.3.4. Report without delay (but not later than within eight hours from the date of determining the information security incident), using the e-mail address or phone number specified in the Agreement, on any information security incidents related to the performance of the Agreement.

4. Commission Fee for the Bankpay Service

4.1. For the provision of Bankpay Service, the Merchant shall pay a commission fee (Commission Fee) to the Bank in accordance with Part I of the Agreement.

4.2. In cases when in accordance with Paragraph 4.1 of the Terms and Conditions the amount of the Commission Fee is determined based on Pricelist, the Bank shall be entitled to make unilateral amendments to the Pricelist by making available the appropriate notifications regarding the proposed amendments in the Bank's Client Service Centre and on the Bank's website. The Merchant shall be additionally informed about the expected changes to the Pricelist regarding the Commission fee referred to in Paragraph 4.1 of the Terms and Conditions, by sending an e-mail message to the contact person listed in Annex 1 to the Agreement.

4.3. The Commission fee for the Bankpay Service referred to in Paragraph 4.1 of the Terms and Conditions shall be charged by the Bank from the Current Account, for each payment received, without an individual Merchant's order.

5. Confidentiality

5.1. The Parties shall undertake not to disclose to third parties any confidential information obtained during the term of the Agreement, except where such information is requested by state authorities which are entitled to receive such information in accordance with the applicable laws and regulations, and such information shall be disclosed to the extent required by regulatory enactments.

5.2. That obligation shall be valid during the term of the Agreement and for 5 (five) years after the expiry of the Agreement.

5.3. Confidential information within the meaning of the Agreement shall be deemed to be all data resulting from or related to payments, Client information obtained during the provision of the Service, the content of the Agreement and/or other documents relating to its execution, as well as technical, commercial and any other information concerning the functioning of the other Party which has become available in the course of the performance of the Agreement.

6. Responsibilities of the Parties

6.1. The Merchant shall certify that the Services made available on the Website are in free civil circulation, comply with the consumer protection laws of the Republic of Latvia, that the Merchant has received all authorisations, including licences, if such are necessary for the provision of the Service, and shall undertake to present them at the request of the Bank. The Merchant shall certify that the provision of the Service does not affect the copyright and related rights of any third parties, industrial samples, service marks and other intellectual property.

6.2. The Merchant shall certify that he/she has every right to engage in the provision of the Service and shall bear responsibility for infringing the above-mentioned guarantees in accordance with the applicable laws and regulations.

6.3. The Merchant shall be responsible for the use of the Service administration system, software and information exchange flow established for the provision of the Service only for the purpose of mutual cooperation in accordance with the provisions of the Agreement.

6.4. The Parties shall have mutual responsibility for the damage caused by the non-performance or improper performance of the Agreement. The existence of losses must be demonstrated by the Party requesting to reimburse them.

6.5. Damages caused by third parties to a Party shall be the responsibility of the other Party only if that Party has given rise to the possibility of causing such damage by breaching the provisions of the Agreement.

CONTINUATION

6.6. The Bank shall not assume responsibility for the availability of the Bankpay Service to the Merchant, as well as for non-availability of the Service to the Clients if the Merchant fails to inform the Bank in good time in the order established by Paragraph 3.2.7 of the Terms and Conditions.

7. Dispute Resolution Procedure

7.1. Any written or oral complaints made by Clients, as well as any submissions and proposals relating to the Service, shall be reviewed by the Merchant.

7.2. If a Client files a complaint with the Bank, the relevant official of the Bank shall indicate the contact details of the Merchant's responsible official or send the written complaint of the Client in a scanned form to the Merchant's contact person specified in Annex 1 to the Agreement within 5 (five) working days of receipt of the complaint, except where the Client's complaint relates solely to the activities of the Bank.

7.3. All written responses to complaints shall be prepared and sent to the Client by the Merchant, except in the following cases:

7.3.1. If the complaint relates to both the Merchant and the Bank's activities in the provision of the Service: the written reply shall be sent by the Merchant to the Client only in coordination of its content in writing with the Bank's representative;

7.3.2. If the complaint relates only to the activities of the Bank in the provision of the Service: the Merchant shall, not later than 5 (five) days after receipt of the complaint, make available to the Bank all the materials and information held by the Merchant regarding the complaint and the Bank shall draw up and send the reply to the Client.

8. Duration of the Agreement and Termination Clauses

8.1. The Agreement shall enter into force at the time of its signing by the Parties and shall be in force until terminated in the order set by the Agreement.

8.2. This Agreement shall expire:

8.2.1. By written mutual agreement of Parties on the termination of the Agreement;

8.2.2. When one of the Parties terminates the Agreement on a unilateral basis, giving written notice to the other Party at least 1 (one) month in advance.

8.3. If the Parties fail to fulfil their duties laid down in Paragraph 3.3.3 of the Terms and Conditions and the Bankpay Service is not implemented, the Agreement shall be deemed to have been terminated without separate mutual notification.

8.4. The Bank shall be entitled to terminate the Agreement by informing the Merchant in writing at least 3 (three) working days in advance if the Bank does not agree with the changes notified by the Merchant in accordance with the procedure laid down in Paragraph 3.2.5 of the Terms and Conditions and the Parties have not agreed on a mutually acceptable solution.

8.5. The Bank shall be entitled to terminate the Agreement with an immediate affect, simultaneously notifying the Merchant at the same time if:

8.5.1. The Website offers Services which do not comply with the requirements specified in Annex 1 to the Agreement and the Parties have not previously agreed in writing to provide such Services in accordance with the procedure laid down in Paragraph 5 of Part I of the Agreement. The Agreement shall also be terminated in accordance with the procedure laid down in this Paragraph in cases where the Bank establishes that the Bankpay Service is provided on behalf of a third party or in favour of a third party;

8.5.2. It has been established that the Agreement cannot be enforced because international or national sanctions have been imposed on the Merchant, or substantial sanctions affecting the interests of a financial and capital market have been imposed by a Member State of the European Union or of the North Atlantic Agreement Organisation.

8.6. The Merchant shall be entitled to terminate the Agreement by informing the Bank in writing at least 3 (three) working days in advance if the Bank does not comply with the the provisions of Paragraph 3.1.3 of the Terms and Conditions.

8.7. Termination of the Agreement shall not exempt the Parties from the fulfilment of their obligations related to exchange of information, confidentiality and proper termination of other cooperation between the Parties. The termination of the Agreement shall result in the cessation of access to the relevant software of the other Party and the elimination of the links established for the implementation of the Agreement on the websites of the Parties.

9. Miscellaneous

9.1. The rights and obligations of the Parties under this Agreement may not be transferred to third parties.

9.2. The Parties agree that, if any time-limits laid down in this Agreement and/or its Annexes fall on a day-off or a holiday, they shall be transferred to the following working day.

9.3. The Parties shall not be responsible for total or partial failure to fulfil their obligations and for losses due to Force Majeure circumstances. Such circumstances shall include those which the Parties have not been able to foresee and to prevent or influence by reasonable means, and which have a direct impact on the implementation of the Agreement. Force Majeure circumstances shall include circumstances classified according to generally accepted standards as Force Majeure circumstances which make it impossible to comply with the conditions of the Agreement and which could not be expected or prevented by the Parties.

9.4. A Party which fails to fulfil its obligations due to Force Majeure circumstances shall inform the other Party without delay of the occurrence of such circumstances and their likely duration, and confirm such notification in writing no later than 7 (seven) calendar days from the date of the occurrence of Force Majeure circumstances. The facts reflected in the notification must be confirmed by the competent national authority. Failure to notify or failure to notify in good time shall not entitle the Party which has failed to notify or failed to notify in good time, to invoke any Force Majeure circumstance as a basis for waiving its liability for full or partial failure to fulfil its obligations. In the event of the occurrence of Force Majeure circumstances, the fulfilment of the obligations of the Parties under the Agreement shall be suspended until the such circumstances have ceased, but not later than for 3 (three) weeks.

9.5. The Parties shall undertake to settle all disputes arising during the term of the Agreement by mutual agreement through negotiation.

9.6. If a dispute fails to be resolved in accordance with the procedures specified in Paragraph 9.5 of the Terms and Conditions, any dispute, discord or claim arising from the termination or invalidity of the Agreement, shall be referred for consideration and settlement by the court of arbitration of the Association of Commercial Banks of Latvia, in Riga, in accordance with the court's articles of association, by-laws, and the Regulation on the Expenses of the Court of Arbitration of the Association of Commercial Banks of Latvia. Provisions of such documents shall be considered included in this Clause. The decision of the court of arbitration shall be final, incontestable and binding upon the Parties. Litigation shall be conducted in Latvian. The number of arbitrators shall be 1 (one). The arbitrator shall be appointed by the chairperson of the Court of Arbitration of the Association of Latvian Commercial Banks.

9.7. In cases other than those referred to in this Agreement, the Parties shall act in accordance with the applicable laws and regulations of the Republic of Latvia.

9.8. With the entry into force of the Agreement, any prior written and oral agreement between the Parties on the subject matter and the provisions of the Agreement shall cease to apply.

Annex 2
Technical Description To the Agreement on the Provision of Bankpay Service between
BluOr Bank AS and the Merchant

On the Processing of Personal Data

1. Subject Matter

1.1. The Processor (BluOr Bank AS) shall carry out the processing of personal data in the interests and on behalf of the Controller (Merchant) by fulfilling the obligations entered into by the Processor and the terms of the Agreement between the Controller and Processor.

1.2. The Processor shall carry out the processing in a fair manner and in accordance with the applicable legislation, including the Regulation, the Agreement, this document and the legal instructions given by the Controller. The Processor shall not use the personal data entrusted to them for their own purposes or for any other purposes which do not comply with the Agreement, or otherwise, except in accordance with the instruction given by the Controller, unless required to do so by law.

1.3. The Processor shall carry out the processing of personal data for as long as it is necessary in accordance with the Agreement with a view to fulfilling the obligations (provide for functions, services) laid down therein.

1.4. The types of personal data to be processed and the categories of data subjects shall be derived from the Agreement and shall be:

1.4.1. Data categories: name, surname, personal identity number, residence address, postal address, telephone number, e-mail address, taxpayer number, transaction details, bank account number, transfer amount, invoice details;

1.4.2. Categories of subjects: Merchant's clients (individuals — users of the payment initiation service);

1.4.3. Purpose of processing: provision of the payment initiation service;

1.4.4. Processing categories: receiving, sending, storing, deleting, structuring, using, disclosing, sending or distributing the data or otherwise making them available, harmonising or combining, deleting or destroying.

2. Guarantees

2.1. The Processor shall certify and guarantee that appropriate technical and organisational measures are implemented in such a way that the processing activities carried out by the Processor under the Agreement are compliant with the Personal Data Protection Law and/or the Regulation (the effective and applicable regulatory enactment as at the time of processing) and ensure the protection of the rights of the data subject to that extent, in which they may reasonably be attributed to the Processor for the performance of the tasks laid down in the Agreement.

3. Obligations and Rights of the Processor

3.1. The Processor shall process personal data only in accordance with the provisions laid down in Clause 1 or documented by the Controller, including in respect of transfer of data to third countries or international organisations, except where this is required by the regulatory enactments of the European Union or a Member State, applicable to the Processor, in which case the Processor shall inform the Controller of that legal requirement before the initiation of processing, except where such informing is prohibited by the respective regulatory enactment on grounds of important public interest. The duties of the Processor shall be exercised taking into account the nature of the processing and to the extent in which they may reasonably be attributed to the Processor for the performance of the tasks laid down in the Agreement.

3.2. The Processor shall ensure that persons authorised to process the data have committed themselves in writing to confidentiality or have an appropriate statutory obligation to respect confidentiality. The Processor shall take measures to ensure that any natural person acting under the responsibility of the Processor who has access to personal data does not process such data without instructions from the Controller, unless that person is required to do so in accordance with the legislation of the European Union or the Member State.

3.3. The Processor shall implement technical and organisational measures regarding the security and protection of data against external intrusion into its systems, including in cases when data are processed through electronic means, through remote connection to the Controller's systems, by taking into account the technical level, the cost of implementation and the nature, scope, context and purpose of processing, as well as risks of varying probability and severity to the rights and freedoms of natural persons, in order to ensure a level of security corresponding to the risk:

(1) Pseudonymisation and encryption of personal data;

(2) The ability to ensure continued confidentiality, integrity, availability and resilience of processing systems and services;

(3) The ability to restore timely availability and access to personal data in the event of a physical or technical accident;

(4) A procedure for regular testing, assessment and evaluation of the effectiveness of technical and organisational measures in order to ensure the security of processing.

3.3.1. In the assessment of the appropriate level of security the risks arising from processing shall be taken into account, in particular, the risk of accidental or illegal destruction, loss, modification, unauthorised disclosure or access to personal data transmitted, stored or otherwise processed.

3.4. By signing this document, the Controller shall give the Processor a general written authorisation to involve

3.5. SIA Spell, reg. No. 40203140920, registered office: Gunara Astras iela 8b, Riga, LV-1082, in the provision of the platform service. The Processor shall inform the Controller in writing about each involved sub-processor, thus providing the Controller with the opportunity to object to it. The Processor, in involving another processor to carry out the processing activities on behalf of the Controller, shall, in accordance with the Regulation, subject the respective processor to the same data protection obligations as those laid down in that document and arising from the Agreement, in particular by requesting that the other processor guarantees that appropriate organisational and technical measures will be implemented in such a way as to comply with the requirements of the Regulation.

3.6. The processor shall, in so far as possible in the view of the nature of data processing, assist the Controller with appropriate technical and organisational arrangements in accordance with the Regulation, ensuring that the Controller is able to fulfil their obligation to respond to requests for the exercise of the rights of the data subject provided for in Section III of the Regulation.

3.7. The Processor shall assist the Controller in ensuring that the processing security requirements laid down in Article 32 and Article 36 of the Regulation are met, taking into account the nature of data processing, the technical solutions laid down in the Agreement, and the extent to which they may reasonably be attributed to the Processor for the performance of the tasks laid down in the Agreement.

3.8. Upon completion of the processing, the Processor shall erase (destroy) or return all personal data and erase existing copies, unless the legislation of the European Union or Latvia provides for the storage of personal data.

3.9. The Processor shall make available to the Controller, in accordance with the Regulation, all the information which, according to the nature of the processing, is at the disposal of the Processor and is necessary to certify that the obligations laid down in this document are fulfilled and to allow the Controller or another auditor authorised by the Controller to carry out audits, including reviews, and contribute to them.

3.10. The Processor immediately informs the Controller if, in the view of the Processor, any instruction infringes the Regulation or other data protection provisions of the European Union or of the Member States. Such an obligation and performance or failure of the Processor shall not relieve the Controller from the performance of respective duties and obligations.

3.11. The Processor shall keep a register of categories of processing operations carried out on behalf of the Controller in accordance with Article 30 of the Regulation, including the information referred to in Article 30(2) of the Regulation.

3.12. The performance of the obligations set out in this Agreement, which require the introduction of additional technical solutions and are outside the scope of the obligations and services provided under the Agreement, shall be initiated when the Processor concludes a respective agreement within the framework of the Agreement with the Controller on the deadlines for the implementation of the Agreement and the amounts and modalities of payment.

4. Obligations and Rights of the Controller

4.1. The Controller shall determine the purposes, means and extent of the processing of personal data, and shall ensure that, including through the involvement of the Processor, only such processing of data takes place which has an appropriate legal basis and otherwise complies with the Regulation, other data protection regulatory enactments, as well as ensure that the lawful requirements of the data subject are met and other duties of the Controller specified in regulatory enactments are fulfilled.

4.2. Taking into account the nature, extent, context and purposes of the processing and the different risks of probability and seriousness of the rights and freedoms of natural persons, the Controller shall implement appropriate technical and organisational measures to ensure and be able to demonstrate that the processing is carried out in accordance with the Regulation, as well as appropriate data protection policies. Where necessary, those measures shall be reviewed and updated.

4.3. Taking into account the technical level, the costs of implementation and the nature, scope, context and purpose of the processing and the risks of varying probability and seriousness of the rights and freedoms of natural persons arising from the processing, the Controller shall implement appropriate technical and organisational measures, both at the time of the establishment of processing means and during the processing itself, intended to effectively implement the principles of data protection in order to integrate the necessary guarantees in processing to meet the requirements of the Regulation and to protect the rights of data subjects (e.g. pseudonymisation, data minimisation).

4.4. The Controller shall implement appropriate technical and organisational measures to ensure that, by default, only the personal data required for each particular processing purpose are processed. That obligation shall apply to the volume of personal data collected, the degree of processing, the period of storage of data and their availability. In particular, such measures shall ensure that, by default, personal data are not made available to an indefinite number of individuals without the involvement of the respective person.

5. Cooperation and Responsibility

5.1. The Processor shall cooperate with the Controller and/or the responsible authorities in the investigation and prevention of data incidents, in compliance with the requirements of the Regulation and this document. The Controller shall use the following e-mail for the communication with the Processor: datuaizsardziba@bluorbank.lv.

5.2. The Parties agree that the claims of data subjects and authorities shall be transferred primarily by the Parties to each other in accordance with the obligations arising from the Agreement, this document, the legislation in force or the lawful instructions of the Controller. In the case of such claims, the Parties shall use all reasonably possible and proportionate legal means to defend and address their interests and to avoid damage to themselves and/or to the other Party.

5.3. The Processor shall be responsible for fulfilling the claims of data subjects and authorities in relation to the performance of the obligations laid down in the Processor's Agreement, in this document, in the legislation in force or in the lawful instructions of the Controller or in respect of processing beyond the scope and authorisation laid down in those documents.

5.4. The Controller shall be responsible for fulfilling the claims of data subjects and authorities in relation to the performance or failure to perform the obligations laid down in the Controller's Agreement, this document or the legislation in force. The Controller, on the basis of a regression claim submitted by the Processor, shall cover any damage incurred by the Processor due to the circumstances referred to in this clause.

5.5. In processing the personal data, the information may be transmitted to third parties with a view to ensuring high quality and efficiency in providing the services referred to in the Agreement to the Controller.

5.6. The Processor shall not disclose personal data to third parties, except as specified in Clause 5.5 of this Annex, or:

5.6.1. In cases laid down in external regulatory enactments and only in the extent and order specified in regulatory enactments (for example, to law enforcement authorities, supervisory authorities and financial investigation authorities);

5.6.2. In cases laid down in external regulatory enactments, for the protection of legitimate interests of the Processor;

5.6.3. To credit institutions and financial institutions involved in the execution of transactions and the reporting cycle.

5.7. In certain cases Personal data may be transferred and processed in a country outside the EU/EEA (third country). Such cases may include:

5.7.1. An appropriate decision is taken by the European Commission;

5.7.2. A legal basis exists for carrying out a legal obligation, for concluding or executing a contract, and appropriate safeguards have been taken. Adequate safeguards include, for example, an agreement which includes a standard clause of the EU treaty approved in accordance with the Regulation (EU) 2016/679 on the protection of natural persons, where the data recipient is located in a country where a sufficient level of protection is ensured in accordance with the EU Commission decision.

6. Miscellaneous

6.1. In the event of amendments to legislation, the Parties shall cooperate to supplement and/or amend this document by establishing the obligations of the Parties under the applicable framework and the division of responsibilities of the Parties as defined in the Agreement and in this document.

6.2. The Parties shall not be liable for failure to perform their obligations if such failure is due to Force Majeure circumstances.

6.3. This document forms an integral part of the Agreement. The document shall be valid throughout the period during which the Processor carries out the processing of personal data on behalf of the Controller and during the period after its completion, until any claims for the processing of personal data carried out in accordance with this document can be raised.