**Data Processing Terms**

These Data Processing Terms ("Terms") form part of the Terms of Service between Quiz and its aﬃliated companies and subsidiaries (if any) and others ("Quiz") and Merchants (defined below) regarding Quiz's services. These Terms are binding between Quiz and Merchants and constitute a data processing agreement. If there is a conflict between these Terms and the Agreement, these Terms will govern. If you do not agree to these Terms, do not use the Service (both defined below).

**1. Deﬁnitions**

1. Capitalized terms not otherwise deﬁned herein shall have the same meaning as set forth in the Agreement.

2. "Agreement" means the Terms of Service entered into by Quiz and the Merchant regarding the use of Quiz's Service.

3. "Controller to Processor Clauses" means (i) in respect of transfers of Personal Data subject to the GDPR, the standard contractual clauses for the transfer of Personal Data to third countries set out in Commission Decision 2021/914 of 4 June 2021, specifically including Module 2 (Controller to Processor); and (ii) in respect of transfers subject to the UK GDPR, the standard contractual clauses for the transfer of Personal Data to data processors established in third countries set out in the Commission Decision of 5 February 2010, or any equivalent clauses issued by the relevant competent authority of the UK, in each case as amended, updated or replaced from time to time.

4. "Data Subject", "Controller", "Processor", "Personal Data", "Personal Data Breach", "Supervisory Authority" and “Processes” have the meanings given in the GDPR.

5. "Data Protection Laws" means (a) the General Data Protection Regulation 2016/679 (the “GDPR”); (b) the Privacy and Electronic Communications Directive 2002/58/EC; (c) the UK Data Protection Act 2018 (“DPA”), the UK General Data Protection Regulation as defined by the DPA as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (together with the DPA, the “UK GDPR”), and the Privacy and Electronic Communications Regulations 2003; and (d) any relevant law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding instrument which implements any of the above or which otherwise relates to data protection, privacy or the use of personal data, in each case as applicable and in force from time to time, and as amended, consolidated, re-enacted or replaced from time to time.

6. "Merchant" means any person, be it legal entity or natural person that uses Quiz's Service to execute orders and/or deliver its products to recipients, including the Merchant's customers.

7. "Parties" means Quiz and the Merchant.

8. "Processor to Processor Clauses" means, as relevant, the standard contractual clauses for the transfer of Personal Data to third countries set out in Commission Decision 2021/914 of 4 June 2021, specifically including Module 3 (Processor to Processor), or any equivalent clauses issued by the relevant competent authority of the UK in respect of transfers of Personal Data from the UK, in each case as in force and as amended, updated or replaced from time to time.

9. "Service" means services of sales of the server equipment, professional network equipment as well as other IT equipment oﬀered by Quiz to Merchants and delivering of products to Merchant’s customers, as well as other services that Quiz may provide in accordance with the requirements of the Merchant.

10. “Third Countries” means, in relation to Personal Data transfers subject to the GDPR, any country outside of the scope of the data protection laws of the European Economic Area, excluding countries approved as providing adequate protection for Personal Data by the European Commission from time to time; and (ii) in relation to Personal Data transfers subject to the UK GDPR, any country outside of the scope of the data protection laws of the UK, excluding countries approved as providing adequate protection for Personal Data by the relevant competent authority of the UK from time to time.

**2. Subject of the Terms**

1. These Terms govern the relationship between Quiz and the Merchant in respect of any processing of Personal Data by Quiz on behalf of the Merchant.

2. To the extent that Quiz Processes Personal Data on behalf of the Merchant, the Merchant is the Controller and Quiz is the Processor and shall only process this Personal Data on behalf of the Merchant.

3. The Merchant hereby appoints and instructs Quiz to process the Personal Data as prescribed by these Terms, including with regard to the transfer of Personal Data to a Third Country or international organisation.

**3. Details of Processing**

1. To the extent that Quiz Processes Personal Data on behalf of the Merchant, the following Processing details apply:

* Details of the data exporter and the data importer shall be set out in the Agreement between Quiz and the Merchant.
* Categories of Data Subjects. Merchant’s customers (end users of Quiz’s Services) and Merchant's potential customers or other end users of Quiz's Services, whose personal data Merchant has authorized Quiz to Process.
* Type of Personal Data. Personal Data relating to the Merchant's customers and Personal Data revealed during the use of any Quiz Services, including name, email address, phone number, shipping address, and other information about Merchant’s customers, including images and data, which may appear on government-issued identity documents.
* Nature and purpose of processing. Quiz processes Data in accordance with these Terms in order to provide the Merchant with the Service and otherwise ensure fulﬁlment of the obligations set out in the Agreement between the Merchant and Quiz to the extent this involves the processing of Personal Data. Quiz only has access to the Personal Data that has been provided by the Merchant and uses such Personal Data in accordance with the Merchant's instructions as set out in these Terms.
* Duration of the processing. Data will be processed for the duration of the Agreement.
* No sensitive Personal Data will be processed.
* For transfers to (sub-) processors, the subject matter, nature, and duration of the processing will be provided on a case by case basis.

**4. Obligations of the Merchant**

1. The Merchant warrants that it has complied and continues to comply with the Data Protection Laws.

2. The Merchant conﬁrms that the Personal Data transferred to Quiz has been collected by the Merchant on a valid lawful basis and Merchant has obtained any necessary consents or given any necessary notices as prescribed by the Data Protection Laws, and that the Merchant is entitled to provide the Personal Data to Quiz.

3. The Merchant conﬁrms that these Terms contain suﬃcient instructions to Quiz regarding the processing of Personal Data, as well as the scope and purposes thereof.

4. If reasonably necessary, the Merchant may provide Quiz with additional instructions regarding the processing of Personal Data other than those prescribed by these Terms. Such additional instructions must be reasonable for Quiz to carry out, properly documented, and in compliance with the Data Protection Laws and must also be accepted by Quiz.

5. The Merchant shall be responsible for the accuracy of the Personal Data and keeping it up to date and shall inform Quiz in case of any changes in the Personal Data.

6. Quiz shall not be liable for any claims or complaints from Data Subjects regarding any action taken by Quiz as a result of acting in accordance with instructions received from the Merchant. Further, the Merchant agrees that it will indemnify and hold harmless Quiz on demand from and against all claims, liabilities, costs, expenses, loss or damage (including consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) incurred by Quiz arising directly or indirectly from a breach of this Clause 4.

7. The Merchant shall provide Quiz with additional information or documentation requested in furtherance of its legal obligations and legitimate interest in ensuring that the Merchant’s end customers are not the target of trade, financial, and economic sanctions, and do not appear on a sanctions-related list, including lists maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control (“OFAC”), the U.S. Department of State, the U.S. Department of Commerce, the European Union, or Her Majesty’s Treasury of the United Kingdom.

**5. Obligations of Quiz**

1. To the extent that Quiz Processes Personal Data on behalf of the Merchant, Quiz shall always follow the Merchant's written instructions prescribed by these Terms; unless required to Process such Personal Data by applicable law to which Quiz is subject; in such a case, Quiz shall inform the Merchant of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest.

2. Quiz shall immediately inform the Merchant if, in its opinion, a Processing instruction infringes Data Protection Laws.

3. Quiz shall implement the appropriate technical and organizational measures specified in Schedule 1 (Technical and Organisation Security Measures).

4. Quiz shall ensure that its personnel authorized to Process Personal Data under these Terms have committed themselves to conﬁdentiality obligations or are under an appropriate statutory obligation of confidentiality.

6. Assistance to the Merchant

1. Considering the nature of the Processing, Quiz will provide all reasonable assistance to the Merchant, insofar as possible, for the fulﬁlment of the Merchant's obligations as the Controller in relation to:

* Any requests from Data Subjects in respect of access to, or rectiﬁcation, erasure, restriction, portability, blocking or deletion of their Personal Data in accordance with Data Protection Laws that Quiz processes on behalf of the Merchant. In the event that a Data Subject sends such a request directly to Quiz, Quiz will promptly forward such request to the Merchant;
* The investigation of any Personal Data Breach in relation to the Personal Data Processed on behalf of the Merchant and, if applicable, the notiﬁcation to the relevant Supervisory Authority and Data Subjects regarding such Personal Data Breach (where required); further, Quiz shall notify the Merchant of any Personal Data Breach without undue delay after becoming aware of a Personal Data Breach; and
* Where appropriate, the preparation of data protection impact assessments and, where necessary, carrying out consultations with any Supervisory Authority.

**7. Sub-processors and Data Transfer**

1. For Quiz to be able to meet its obligations prescribed by the Agreement and to administer and provide the Service, the Merchant hereby grants Quiz general written authorization to engage sub-processors. Merchant can obtain the list of current sub-processors engaged by Quiz by contacting the registered account email address in the section below. The list will include the identities of sub-processors, provided services and country of location.

2. Merchant will be notified about the appointment or any intended changes concerning the addition or replacement of Quiz's sub-processors in this section of Quiz's website. This notification will appear 10 (ten) days prior to the engagement of the sub-processor. During this period the Merchant can object to the appointment or replacement of the sub-processor by sending a written notice to <https://quiz-limited.hk/>, providing reasonable grounds for objection (for example, in case of possible infringement of Data Protection Laws). If Merchant does not object, Quiz shall proceed with the appointment or replacement.

3. Quiz hereby conﬁrms that its sub-processors are contractually or otherwise in a binding form required to comply with data processing obligations which are no less onerous on the relevant sub-processor than the obligations on Quiz as prescribed by these Terms.

4. The Merchant acknowledges and agrees Quiz may appoint an affiliate or third party subcontractor to Process the Merchant’s Personal Data in a Third Country, in which case Quiz shall execute the Processor to Processor Clauses, if applicable and available, with any relevant subcontractor (including affiliates) it appoints on behalf of the Merchant.

**8. Audit**

1. Upon the Merchant's written request, Quiz shall provide suﬃcient information to demonstrate compliance with the obligations laid down in these Terms and Data Protection Laws. This information shall be provided to the extent that such information is within Quiz's control and Quiz is not precluded from disclosing it by applicable law, a duty of conﬁdentiality, or any other obligation owed to a third party.

2. If the information provided upon the Merchant's request in the Merchant's reasonable judgement is not suﬃcient to conﬁrm Quiz's compliance with these Terms, then Quiz agrees to allow for and contribute to data processing audits.

3. Such audits are allowed to be carried out by an independent third party with good market reputation, provided that it has suﬃcient experience and competence to carry out data processing audits, and election of such auditor must be mutually agreed by both the Merchant and Quiz.

4. The timing and other practicalities related to any such audit or inspection are determined by Quiz, and any such information and assistance are provided only at the expense of the Merchant. Quiz reserves the right to charge the Merchant for any additional work or other costs incurred in connection with such audits. The Merchant may request such audit no more than once every 2 years.

5. The auditor will have to sign a conﬁdentiality agreement, which includes an obligation not to disclose business information in its audit report, and the ﬁnal report will also have to be provided to Quiz.

**9. Return and deletion of Data**

At the choice of the Merchant, Quiz will delete or return all Personal Data to the Merchant after the end of the Agreement, and shall delete existing copies, unless an applicable law requires Quiz to store such Personal Data.

**10. Governing Law**

These Terms are governed by the laws of the England and Wales and are subject to the dispute resolution procedure as prescribed by the Agreement.

**11. Modiﬁcations**

Quiz reserves the right, at its discretion, to modify these Terms. In case of material changes, Quiz will notify the Merchant in writing, giving the Merchant the right to terminate the Agreement.

**Schedule 1**

**Technical and Organisational Security Measures**

Quiz shall take, among others, the following technical and organizational measures to ensure physical security of Personal Data and control system entry, access, transfer, input, availability and separation of Personal Data:

1. to establish the identity of the authorized persons and prevent unauthorized access to Quiz’s premises and facilities in which the Personal Data are processed:

* All entrances are secured or locked and can only be accessed with the appropriate key / chip card / internal digital keys;
* Premises are protected by an alarm system;
* All visitors are required to identify themselves and are signed-in by authorized staff;
* Video monitoring of premises;
* Visitors are accompanied by Quiz’s personnel at all times;
* Trained security guards are stationed in and around the building 24/7,

2. to prevent unauthorized access to the data processing systems:

* Use of state-of-the-art anti-virus software that includes e-mail filtering and malware detection;
* Use of firewalls;
* During idle times, user and administrator PCs are locked;
* Users are required to setup complex passwords and 2FA in all systems as possible;
* Concept of least privilege, allowing only the necessary access for users to accomplish their job function. Access above these least privileges requires appropriate authorization;
* Starter, mover & leaver housekeeping processes in place which covers access rights depends on job duties;
* RSA/ed25519 2-factor authentication in place for most critical remote connections;
* Vulnerability scanning and remediation in place;
* Data centre and website penetration testing programme in place.

3. to prevent unauthorized activities in the data processing systems outside the scope of any granted authorizations:

* User and administrator access to the network is based on a group-based/role-based access rights model. There is an authorization concept in place that grants access rights to data only on a “need to know” basis;
* Administration of user rights through system administrators or system owners;
* IT governance & controls audits undertaken regularly by external 3rd party;
* Internal control audits undertaken regularly.

4. to ensure that personal data cannot be read, copied, altered or removed by unauthorized persons under their electronic transmission or during their transport or recording on data carriers and to guarantee that it is possible to examine and establish where personal data are or have had to be transmitted by data transmission equipment.

Last updated on April 1, 2023