



## Privacy Terms and Conditions

*Version August 2019*

These privacy terms and conditions ("**Terms and Conditions**") are applicable to all services provided by Yamato Transport Europe B.V. ("**Yamato**") to or received from its business contacts ("**Business Contact(s)**") in the context of the (inter)national removals, small parcels deliveries and freights forwarding, including any subsequent agreement or amendment. Parties are each separately also referred to as "**Party**" and together as "**Parties**". Non-capitalized terms such as 'processing', 'data controller', and 'data processor', shall have the meaning as meant under the Applicable Law, for as far as applicable.

1. These Privacy Terms and Conditions are complementary to the forwarding conditions of Yamato (in as far as applicable). The application of any other general terms and conditions is hereby expressly excluded.
2. Yamato processes personal data in compliance with its [General Privacy Policy](#) as published on its website [www.yamatoeurope.com](http://www.yamatoeurope.com), which will be updated from time to time. Yamato and Yamato Holdings are joint controllers for the processing of personal data by Yamato as specified in the General Privacy Policy.
3. Each Party may receive personal data of (i) persons representing the other Party, (ii) contact persons or coordinators of the other Party, (iii) employees or other persons engaged by the other Party in the performance of the business relationship between Parties and any obligations arising from the Agreement, if applicable; as well as, as the case may be, (iv) customers (of customers) of the other Party, and consigner/consignee information ("**Contract Personal Data**").
4. The Party transferring Contract Personal Data represents that it has collected and processes Contract Personal Data in accordance with the applicable law, including the General Data Protection Regulation ((EU) 2016/679; "**GDPR**") and any other local (GDPR implementing) legislation concerning personal data protection ("**Applicable Law**"), which entails inter alia that:
  - (1) Parties will process the Contract Personal Data in accordance with the GDPR, including the principles relating to the processing of personal data as detailed in article 5 of the GDPR and the obligation to safeguard that they are able to rely on one of the processing grounds as detailed in article 6 of the GDPR. Both Parties will act as independent separate data controllers.
  - (2) Where the providing Party relies on consent as processing ground, it will safeguard that such consent meets the requirements of the Applicable Law, and is also obtained on behalf of the receiving Party.
  - (3) The providing Party is obligated to inform data subjects whose Contract Personal Data are transferred: (i) that the receiving Party will be a data controller for certain processing of their personal data, as well as (ii) of all other information required under the GDPR and that the receiving party has provided for these purposes, so that the receiving Party may rely on article 14(5)(a) of the GDPR. This means that Business Contacts should refer to Yamato's General Privacy Policy where relevant.
  - (4) If a Party transfers Contract Personal Data to third countries outside the European Economic Area which do not ensure an adequate level of personal data protection as determined by the European Commission, such Party should implement the measures of safeguarding such personal data as set forth in Chapter V of the GDPR, for example



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- by signing unamended standard contractual clauses concerning transfers on a controller to controller basis, as approved by the European Commission.
- (5) Business Contacts will inform Yamato in writing of a data breach as defined in article 4(12) of the GDPR, without undue delay, that concerns a breach of security leading to the accidental or unlawful processing of Contract Personal Data.
  - (6) For the avoidance of doubt, the receiving Party may continue to process Contract Personal Data after expiry of an agreement between Parties and these Privacy Terms and Conditions, as long as the legal grounds for their processing will remain valid and such processing will be compliant with the Applicable Law.
5. If a Party engages the other Party as data processor for certain processing activities, the Parties will conclude a separate data processing agreement. As long as no agreement is concluded, the Party qualifying as the processor hereby guarantees to comply with the obligations described in article 28 GDPR.
  6. Business Contacts shall indemnify Yamato, Yamato Holdings Co., Ltd. and its affiliated entities against any claim by a third party, including by any of the data subjects, imposed against Yamato as a result of a breach of the Applicable Law or any agreement between Parties, which can be attributed to a Business Contact or any of its employees or other persons engaged by a Business Contact, or contractors engaged by a Business Contact. In as far as permitted by Applicable Law, the liability of Yamato and Yamato Holdings Co., Ltd. with regard to processing of personal data (including damages, claims, and penalties in relation thereto) is limited to the amount paid by the Business Contact in the relevant contract year.
  7. In the event of a dispute or claim brought by a data subject or a competent supervisory authority concerning the processing of Contract Personal Data against either or both Parties, the Parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion. The Parties agree to consider participating in any generally available non-binding mediation procedure initiated by a data subject or by a competent supervisory authority. The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
  8. In case of any conflict between (i) the forwarding conditions or (ii) any agreement between Parties that does not only and specifically regard the processing of personal data and (iii) these Privacy Terms and Conditions, these Privacy Terms and Conditions shall prevail.
  9. These Privacy Terms and Conditions shall be governed by, and construed in accordance with, the laws of the Netherlands. Any disputes between the Parties not resolved amicably shall exclusively be brought before the competent court of the Netherlands.