1. Introduction

This site uses cookies from Google to deliver its services and to analyze traffic.

2. Definitions and interpretation

(a) "Controller" means the entity that directly or indirectly controls, is controlled by, or is under common control with, a pay.

(b) "Controller Personal Data" means the processing of Controller Personal Data in, or the transfer of Controller Personal Data to, an Adequate Country.

(c) "Data Subject" means a data subject to whom Controller Personal Data relates.

(d) "Restricted Transfer" means a transfer of Controller Personal Data to a country or territory which is not an Adequate Country.

(e) "Google" means Google LLC (formerly known as Google Inc.), Google Ireland Limited, or any other Affiliate of Google LLC.

(f) "Agreement" means the agreement between Google and the pay for the provision of the Controller Services.

(g) "Terms Effective Date" means 15 June 2021.

(h) "Controller Terms" means the Google Controller-Controller Data Protection Terms, as they may be amended from time to time.

3. Application of these Controller Terms

(a) These Controller Terms apply to the processing of Controller Personal Data by Google, as Controller, to provide the Controller Services to the pay, as Processor.

(b) To the extent that: (i) Google is Processing Personal Data on behalf of a Processor, (ii) Google is Processing Personal Data of its own end controllers, or (iii) Google is Processing Personal Data of another Controller, either of these Controller Terms may not apply.

(c) These Controller Terms will be effective, and replace any previously applicable terms relating to their subject matter, from the Terms Effective Date.

4. Roles and Restrictions on Processing

(a) Each pay shall ensure that its End Controllers comply with the Controller SCCs.

(b) Each pay shall ensure that its End Controllers comply with the Controller Terms.

(c) Each pay agrees, on behalf of its End Controllers, to these Controller Terms. If you do not have the legal authority to bind each End Controller, please do not accept the Agreement.

5. Data Transfers

(a) Google shall ensure that it only transfers Controller Personal Data to a country or territory which is an Adequate Country.

(b) Google may only change the list of potential Controller Services at a pay's request, or if required to comply with applicable law, applicable regulation, a court order, or guidance issued by a governmental regulator or agency.

(c) If the Controller SCCs apply under Section 6 (Controller SCCs), then the total combined liability of each pay and its End Controllers for an Exclusion Event will be limited to the maximum monetary or payment-based amount at which that pay's liability is capped (the "Liability Cap").

6. Liability

(a) Liability in respect of any Exclusion Event shall be limited to the Liability Cap.

(b) In the event of any Exclusion Event, the pay shall be entitled to recover from the other pay an amount equal to the Liability Cap.

(c) The pay shall be entitled to recover from the other pay an amount equal to the Liability Cap for any Exclusion Event.

7. Other terms

(a) These Controller Terms do not modify or contradict any Controller SCCs or the Agreement.

(b) If the Agreement is amended after the Terms Effective Date, Google shall not be required to re-notify the pay of any changes to the Controller Terms, or to any other Controller SCCs, if the pay has not specifically requested it.

(c) Nothing in the Agreement (including these Controller Terms) is intended to modify or contradict any Controller SCCs or the Agreement.

8. Third-Party Beneficiaries

(a) Each pay shall notify each of its End Controllers of its obligations under these Controller Terms and the Agreement.

(b) Each pay shall ensure that its End Controllers comply with these Controller Terms and the Agreement.

(c) Each pay shall ensure that its End Controllers comply with the obligations applicable to it under the European Data Protection Legislation regarding the processing of Controller Personal Data.

9. Independent Controllers

(a) If the Agreement is with a third party (other than a Processor), the term "Controller" shall be deemed to include any third party that is an independent controller of Controller Personal Data under the European Data Protection Legislation.

(b) The term "Controller" shall also include any third party that is an independent controller of Controller Personal Data under the European Data Protection Legislation.

(c) The term "Independent Controller" shall be applied to each of the third parties identified in Section 9.4 (Independent Controllers).

10. Changes to these Controller Terms

(a) Google may change these Controller Terms at any time, but shall provide reasonable notice prior to any material changes.

(b) Google may change these Controller Terms at any time, but shall provide reasonable notice prior to any material changes.

(c) Google may change these Controller Terms at any time, but shall provide reasonable notice prior to any material changes.

Appendix A: Additional Terms for Non-European Data Protection Legislation

(a) "European Controller Personal Data" means Personal Data of a Controller that is subject to the EU Data Protection Legislation.

(b) "Independent Controller" means an entity that directly or indirectly controls, is controlled by, or is under common control with, a pay.

(c) "European Controller SCCs" means the Google European Controller-to-Controller Data Protection Terms, as they may be amended from time to time.

(d) " european data protection legislation" means the General Data Protection Regulation (EU) 2016/679, as it may be amended from time to time.