

Your privacy is our priority. Read our website privacy policy.

Last Updated: December 16, 2021

At Global Payments, we respect your concerns about privacy. This Website Privacy Notice (“Notice”) relates to the collection of personal information, information security and privacy standards applicable to all users of our websites, forums and blogs (“Sites”) and mobile applications (“Apps”) in the course of our business activities. For the purpose of this Notice, “Global Payments”, “we” and “us” refer to Global Payments Inc. and its subsidiaries and affiliates, as the context requires. Our privacy practices vary depending on the services we provide and the country-specific requirements for the countries in which we operate. For some products and services, where required, we will provide additional privacy notices before collecting your personal information. Please read this Notice carefully. If you have any questions, you may contact us at privacy@globalpay.com or by the methods provided in the “Contact Us” section below. Global Payments provides payment products and services for commercial and non-commercial enterprises. Those products and services include payment card processing, check recovery, cash access services, point-of-sale terminal management and support, merchant accounting and funds transfer. As a part of our payment processing function, we routinely collect and retain personal information about our customers and the third parties with whom our customers do

business. For our customers, information about disclosures, transfers and other processing of personal information as part of our payment processing function is set out in the documentation provided to them at or before onboarding and is outside of the scope of this Notice, which relates only to information we collect through our Sites. Select one of the links below to jump to the relevant section:

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Personal Information We Collect

Through our Sites, subject to your consent if required by law, we may collect the following personal information, as relevant and as is voluntarily supplied to us by you:

- **Identifiers** including name and contact details including telephone number, email address and postal address;
- **Information protected against security breaches** such as your username and password, which you may use to log in to the Sites (see “Login Details and Your Responsibility” below);
- **Commercial information**, such as information about your business and your preferences regarding products and related services which are of interest to you (see “Managing Your Preferences” below);
- **Internet/electronic activity** including information from cookies and other tracking technologies including location, device identifier, usage and browsing history;
- **Geolocation**
- **Information you provide** if you report a problem with our Sites; and
- **Records of any correspondence** we have with you.

Sources of Personal Information

Information that you provide to us: We collect personal information that you provide to us when you set up an account with us, use our services, or communicate with us. For example, if you

register for an online account with us, we may request your name, contact information and business information. Providing us with personal information about yourself is voluntary, and you can always choose not to provide certain information, but then you may not be able to take advantage of or participate in some of the services.

Information collected from third parties: We may collect information about you from third parties in the course of providing our services to you. For example, we may collect personal information like your name and contact information from a referral partner or other third-party in order to contact you about the services we provide. We may also receive business related information about you from third party companies that supplement our business customer records with firmographic and professional information.

Information collected through technology: When you visit our Sites or Apps or interact with an email we send to you, we may collect certain information automatically such as your account or device identifier, and usage information such as pages that you visit, information about links you click, the types of content you interact with, the frequency and duration of your activities, and other information about how you use our services. You have the ability to express your preference regarding some of the ways we collect information through technology in some of our services (see “Cookies and Other Tracking Technologies” for more information). We may collect geolocation in the Sites or Apps for the purpose of enabling location-based Services.

How We Use the Personal Information We Obtain

Subject to your consent if required by law, we may use your personal information for the following business and commercial purposes:

- To provide the services to you;
- To contact you regarding any inquiry you make or to fulfill a request, such as, for example, a request for information about our products and services;
- To improve and personalize your experience when you use our Sites;
- To improve our products and services and for the development of future products and services;
- For internal record keeping and administration of records;
- For auditing related to a current interaction with the consumer and concurrent transactions, including, but not limited to, counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance with laws and other standards;
- For detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity
- For internal research for technological development and demonstration;
- To verify or maintain the quality or safety of our products and services and to improve, upgrade, or enhance our services;
- To contact you by email and, if you have signed up for the service, to share e-newsletter or any other updates, communications or publications;
- For direct marketing purposes subject to your consent if required by applicable law (see “Managing Your Preferences” below);

- As necessary to set up and administer your sign up to, and use of, the log in facility available on the Sites; and
- For compliance with applicable laws and/or regulations and as otherwise required or permitted by applicable laws and/or regulations.

How we Share the Personal Information We Collect

Except as otherwise specified, we may share any of the categories of your personal information in the manner and for the purposes described below:

- With Global Payments affiliates where such disclosure is necessary to provide the services or to manage our business (see “Our Relationship with Affiliate Companies” below).
- With service providers whose systems, applications, products or services help us to provide the services. For example, we share personal information with IT service providers who help manage our back office systems or administer our Sites and Apps. These service providers have agreed to confidentiality restrictions and have agreed to use any personal information we share with them, or which they collect on our behalf, for the purpose of providing the contracted service to us.
- With referral partners if you were referred to Global Payments for services via such partner. For example, if you were referred to Global Payments by an independent services organization, we may share information with the referring partner in accordance with our business relationship with you and that partner, consistent with any privacy notice shared with you by either party at the time of the collection of your personal information.
- We may share identifiers with logistics service providers to enable the delivery of packages to individuals
- We may share internet/electronic activity information (see “Cookies and Other Tracking Technologies” below) with advertisers and analytics providers in order to help us measure our ad campaigns and better understand how individuals interact with our Sites and Apps.
- With other third parties with whom you direct us to share defined categories of your personal information.

Global Payments may also disclose personal information about you if it believes such disclosure is necessary to comply with laws or respond to lawful requests and legal process, to enforce our agreements, policies and terms of use and to protect or defend the rights, safety or property of Global Payments, users of the services or any person.

In addition, subject to applicable legal requirements, we may share personal information in connection with or during negotiation of any merger, financing, acquisition, bankruptcy, dissolution, transaction or proceeding involving sale, transfer, divestiture, or disclosure of all or a portion of our business assets to another company.

Unless otherwise disclosed in a specific notice, and subject to your consent where required by applicable law, we do not sell your personal information to third parties for monetary compensation.

Our Relationship with Affiliate Companies (Including Sharing and Cross-Border Transfers)

Subject to your consent if required by applicable law, we may appoint an affiliate company to process personal information in a service provider role. In most cases, we will remain responsible for that company's processing of your personal information pursuant to applicable data privacy laws.

Because our affiliate companies are located around the globe, your personal information may be transferred to and stored in the United States or in another country outside of the country in which you reside, which may be subject to different standards of data protection than your country of residence.

We take appropriate steps to ensure that transfers of personal information are in accordance with applicable law, are carefully managed to protect your privacy rights and interests and limited to countries which are recognized as providing an adequate level of legal protection or where alternative adequate arrangements are in place to protect your privacy rights.

Login Details and Your Responsibility

Subject to your consent if required by law, we will collect and process your personal information as necessary to set up and administer your sign up to, and use of, the log in facility available on our Sites and Apps. We will use "cookies" to "remember" the machine or other device you use to access our Sites (see "Cookies and Other Tracking Technologies" below). Please remember that if we contact you, we will never ask you for your password in an unsolicited email, message or phone call. If you choose to use the log in facility available on our Sites and Apps, you are required to adhere to the security procedures we establish in the documentation we provide you as part of the services.

Managing Your Preferences

Subject to your consent if required by applicable law, we may use your personal information to provide you with direct marketing information about our products and services as well as those of our global affiliates and third parties. Our direct marketing may be by email, telephone, post or SMS or such other method(s) as may become relevant. In addition, we may provide direct marketing information and permit others to do that as allowed by our customers' respective contracts.

We will take steps to seek to ensure that any direct marketing from us and which is sent by electronic means will provide a simple means for you to stop further communications, in accordance with applicable law. For example, in emails, we may provide you with an "unsubscribe" link, or an email address to which you can send an opt-out request. In addition, if we need your consent for direct marketing communications under applicable law, and if you provide your consent, you will be able to change your mind at any time.

Your Legal Rights

Subject to certain exemptions, and in some cases dependent upon the processing activity we are undertaking, some users, including European Union residents and residents of the state of California, may have certain rights in relation to their personal information. These rights may include:

EU Resident Rights	What does this mean?
Right to be informed	You have the right to be provided with clear and easy-to-understand information about how we use your personal information. This is why we are providing you this Notice and we may provide other forms of notice, as appropriate or required by law, in the services.
Right to access personal information	You have the right to access and receive a copy of personal information we hold about you.
Right to data portability	In some circumstances, you have the right to receive the personal information you request from us in a format that is user-friendly and enables you to transfer it to another provider.
Right to rectification	You have the right to correct or update your personal information if it is outdated, incorrect or incomplete.
Right of erasure (“right to be forgotten”)	In some circumstances, you have the right to have your personal information erased or deleted.
Right to restrict/suspend processing of personal information	You may object to processing of personal information that is based on legitimate interest. You may withdraw consent for processing that is based on consent (this includes the right to opt out of direct marketing).
Right to information about information transfers	You have the right to obtain a copy of documents related to the safeguards under which your personal information is transferred outside the EU.
Right to complain to a supervisory authority	You have the right to contact the data protection authority in your country to complain about our data protection and privacy practices.

CA Resident Rights	What does this mean?
Right to know about personal information collected, disclosed, and sold	You have the right to request that we disclose to you what personal information we have collected, used, disclosed, or sold over the past 12 months. We have provided information about the categories of personal information we have collected, the sources from which we collected it, the purposes for which it was collected, and the third parties with whom we may share it with above.
Right to opt-out of the sale of personal information	You may request that we do not sell your personal information to third parties.
Right to request deletion	In some circumstances, you have the right to have your personal information erased or deleted.
Right to equal service and prices (“non-discrimination”)	Your choice to exercise your privacy rights will not be used as a basis to discriminate against you in services offered or pricing.

Data Anonymization and Aggregation

Subject to your consent if required by law, we may anonymize or aggregate your personal information in such a way as to ensure that you are not identified or identifiable from it, in order to use the anonymized or aggregated data, for example, for statistical analysis and administration including analysis of trends, to carry out actuarial work, to tailor products and services and to conduct risk assessments and analysis of costs and charges in relation to our products and services. We may share anonymized or aggregated data with our global affiliates and with other third parties. This Notice does not restrict Global Payments' use or sharing of any non-personal, summarized, derived, anonymized or aggregated information.

How we Protect and Dispose of Personal Information

We maintain administrative, technical and physical safeguards designed to protect the personal information you provide against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use.

Any suspected attempt to breach our policies and procedures, or to engage in any type of unauthorized action involving our information systems, is regarded as potential criminal activity.

Suspected attempts to access or use our systems in a way that is inconsistent with our legal terms or security controls may be reported to the appropriate authorities.

Please remember that communications over the internet such as emails are not secure. We seek to keep secure all confidential information and personal information submitted to us in accordance with our obligations under applicable laws and regulations. However, like all website operators, we cannot guarantee the security of any data transmitted through the internet.

When we no longer need your personal information to provide the Services, it will be securely deleted or de-identified in a manner that ensures you cannot be re-identified. Where we are collecting or storing your personal information on behalf of our Customer, the retention of your personal information may be subject to our contractual obligations to our Customer.

Cookies and Other Tracking Technologies

A "cookie" is a text file that is stored to your browser when you visit a website. Unique device identifiers like IP address or UDID recognize a visitor's computer or other device used to access the internet. Unique device identifiers are used alone and in conjunction with cookies and other tracking technologies for the purpose of "remembering" computers or other devices used to access the Sites and Apps.

Cookies or similar tracking technologies are used to help us remember information about your visit to the site, like your country, language and other settings. Tracking technologies allow us to understand who has seen which websites, advertisements, or emails we have sent to determine how frequently particular pages are visited, as well as the relevance and effectiveness of our messages. They can also help us to operate our Sites more efficiently and make your next visit easier. Cookies and other tracking technologies can allow us to do various other things, as explained further below.

Cookies can be classified by duration and by source:

Duration. The Sites use both "session" and "persistent" cookies. Session cookies are temporary - they terminate when you close your browser or otherwise end your "active" browsing session. Persistent cookies remember you on subsequent visits. Persistent cookies are not deleted when you close your browser, and they will remain on your computer or other device unless you choose to delete them (see below for "How to Delete or Block Cookies").

Source. Cookies can be "first-party" or "third-party" cookies, which means that they are either issued by or on behalf of TSYS or by a third-party operator of another website. For an example of a third-party cookie, our Sites may contain features like videos hosted by other companies, which would set a cookie that can be read by the host. Our Sites may use both first-party and third-party cookies.

The cookies and tracking technologies that we may use on the Sites fall into the following categories:

Strictly Necessary. These cookies are necessary for the website to function and cannot be switched off in our systems. They are usually only set in response to actions taken by you such as logging in or filling in forms. You can set your browser to block or alert you about these cookies, but blocking them may impede the functionality of the Sites.

Performance. These cookies allow us to count visits and traffic sources so we can measure and improve the performance of our site. They help us to know which pages are the most and least popular and see how visitors move around the site. All information these cookies collect is aggregated. If you do not allow these cookies we will not know when you have visited our site, and will not be able to monitor its performance.

Functionality. These cookies enable the Sites to provide enhanced functionality and personalization. They may be set by us or by third-party providers whose services we have added to our pages. If you do not allow these cookies then some of these services may not function properly.

Targeting. These cookies may be set through our Sites by our advertising partners. They may be used by those companies to build a profile of your interests and show you relevant advertisements on other sites. They are based on uniquely identifying your browser and internet device. If you do not allow these cookies, you will experience less targeted advertising.

How to Delete or Block Cookies and Other Tracking Technologies

On some Sites, when technically feasible, we will enable tools to help you make choices about cookies and other tracking technologies. You may also delete or block cookies at any time by changing your browser settings. You can click “Help” in the toolbar of your browser for instruction or review the cookie management guide produced by the Interactive Advertising Bureau available at www.allaboutcookies.org. If you delete or block cookies, some features of the Sites may not function properly.

External Links

Global Payments may provide links on our Sites to other websites that are not under our control. We do not endorse or make any warranty of any type regarding the content contained on such websites or products and services offered on those websites. We make no representation regarding your use of such websites. Please be aware that we are not responsible for the privacy practices of the operators of other websites. We encourage our users to be aware when they leave our Sites and to read the privacy statements of each and every website that collects personal information. This Notice applies solely to information collected by us. You should read any other applicable privacy and cookies notices carefully before accessing and using such other websites.

Children

Our Sites are not intended for use by children. We do not solicit or knowingly accept any personal information from persons under the age of 18. Please do not use this website if you are under the age of 18.

Changes and Updates

We reserve the right, in our sole discretion, to modify, update, add to, discontinue, remove or otherwise change any portion of this Notice, in whole or in part, at any time. When we amend this Notice, we will revise the "Last Updated" date located at the top of the document. We will also take reasonable steps to ensure you are made aware of any material updates including providing you direct communication about such changes or providing a notification through the services, as appropriate. If you provide personal information to us or access or use our Sites after this Notice has been changed, you will be deemed to have unconditionally consented and agreed to such changes. The most current version of this Notice will be available on the Sites and Apps and will supersede all previous versions of this Notice.

Choice of Law

Except where prohibited by law, this Notice, including all revisions and amendments thereto, is governed by the laws of the United States, State of Georgia, without regard to its conflict or choice of law principles which would require application of the laws of another jurisdiction.

Arbitration

Except where prohibited by law, by using our Sites, you unconditionally consent and agree that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) you may have against Global Payments and/or its parent, subsidiaries, affiliates and each of their respective members, officers, directors and employees (all such individuals and entities collectively referred to herein as the "Global Payments Entities") arising out of, relating to, or connected in any way with the services or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held in Atlanta, Georgia; (4) the arbitrator's decision shall be controlled by the terms and conditions of this Notice and any of the other agreements referenced herein that the applicable user may have entered into in connection with the services; (5) the arbitrator shall apply Georgia law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only your and/or the applicable Global Payments Entity's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the arbitrator shall not have the power to award punitive damages against you or any Global Payments Entity; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against any Global Payments Entity exceed \$125 USD, and you are unable (or

not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Global Payments agrees to pay them and/or forward them on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Global Payments will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither you nor Global Payments shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

Contact Us

If you have questions about this Notice, or if you want to exercise your rights as described in this Notice, you can submit a request by [completing this form](#) or may contact us as follows:

Global Payments Inc. 3550 Lenox rd, Suite 3000 Atlanta, GA 30326 privacy@globalpay.com
800-367-2638

In order to honor any access or deletion request, we will require you to provide enough information for us to verify your identity. For example, we may ask you for information associated with your account, including your contact information or other identifying information. If you designate an authorized agent to make a rights request on your behalf, we may require proper proof of that authorization as well as direct verification of your identity from you.

Region-Specific Information

Users in the following regions and countries should read the sections below, which contain additional information about regional-specific privacy laws and regulations. In the event of conflict between the information above and the sections below, the sections below will prevail for the regions and countries specified.

Users in the European Economic Area

Your personal information may be processed in countries outside the European Economic Area (“EEA”) which may not have data privacy laws equivalent to those in the EEA. This includes transfers between Global Payments and its global affiliates and to the other third parties as described in the previous paragraphs. The relevant Global Payments companies will take the necessary measures to ensure protection of your personal data collected through this website in accordance with applicable data privacy laws.

European Union: Data Controller Identification

The relevant Global Payments subsidiary in your country will be responsible under applicable privacy laws to the extent it uses your personal information for its own purposes. If Global Payments Inc. or any of its other subsidiaries uses your personal information for its own purposes, for example, to provide payment processing services to you, that entity may also be responsible under any privacy laws applicable to it. Below is a list of the Global Payments subsidiaries, by country in the European Union, that are responsible for processing your personal information collected through our Sites. You may contact our European Union subsidiaries to receive additional information about the third-parties to whom your personal data is shared as well as the legal basis for processing such data and specific information about exercising your data subject rights under the General Data Protection Regulation (GDPR).

Country	Subsidiary
Czech Republic	Global Payments Europe, s.r.o.
Ireland	Pay and Shop Limited
Malta	Global Payments Limited
Romania	Global Payments s.r.o. Praga Sucursala București
Slovakia	Global Payments s.r.o., organizačná zložka
Spain	Comercia Global Payments Entidad de Pago, S.L.
United Kingdom	GPUK LLP(1)

(1) Registered with the U.K. Information Commissioner's Office as a "data processor" under the identifier Z1374314.

Australia

Under the Privacy Act 1988 (Cth) (the "Australia Act"), you have the right to (i) request access to your personal information; (ii) request the correction of your personal information; and (iii) complain about a breach by us of the Australian Privacy Principles (in Schedule 1 of the Australia Act) or any binding registered APP Code. We will handle any complaints or requests for access to or correction of personal information in accordance with our obligations under the Act. All

complaints are taken seriously and will be assessed by appropriate personnel with the aim of resolving any issue in a timely and efficient manner and in accordance with the Act.

California

If you are a California resident, you may exercise your privacy rights as described above by contacting us using the methods listed in the “Contact Us” section of this Notice.

United States / EN

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