

# Supplier Guidance

## State Laws are Changing Contract Requirements for Processing of Personal Information



### INTRODUCTION

In 2023, new data privacy laws will come into effect. These new laws say that we need to tell you about certain new requirements under your contract for us to continue to do business in the way we enjoy today. This document will help you understand what this means for you.

### WHAT THIS MEANS TO T-MOBILE SUPPLIERS

New privacy law requirements apply to each supplier that “Processes” (i.e., works with) Personal Information on T-Mobile’s behalf. This document outlines the obligations that apply to you where you function as a “Service Provider” or a “Contractor” to T-Mobile. Definitions of “Service Provider” and other key terms, are provided below. Note that many of these terms, such as “Process” (or “Processes” or “Processing”), “Personal Information,” and “Confidential Data,” have the same scope and meaning as in your contract with T-Mobile.

**Please note that these requirements restate applicable law; T-Mobile is not creating new requirements.** Your existing contract with T-Mobile requires the parties to comply with applicable laws. These new privacy law requirements apply to the Processing of Personal Information, so compliance with them is required by your existing contract with T-Mobile. Treating these requirements as a binding part of your contract enables you to continue to operate as a “Service Provider” and avoid additional privacy obligations.

Our contract with you also typically requires you to comply with the T-Mobile Supplier Code of Conduct. As a reminder, T-Mobile’s [Supplier Code of Conduct](#),<sup>1</sup> obligates you to “*only use and disclose T-Mobile information as authorized by law and your agreement with T-Mobile.*”

Some other items to note:

- The legal requirements described in this document are in addition to any data processing requirements in existing contracts between you and T-Mobile. If the requirements described here conflict with the requirements in an existing contract, the requirements described here take precedence (i.e., you need to follow the requirements described here rather than the ones in your existing contract).
- If you do not meet the definition of a Service Provider, these requirements don’t apply to you.
  - You may not be a Service Provider if your contract does not limit your use of Personal Information to the specific business purposes set out in the contract (i.e., you are allowed to use it for things besides what T-Mobile hired you to do) or does not include a certification that you are operating as a “Service Provider” for purposes of privacy law compliance.
- Some information is considered T-Mobile Confidential Data but not T-Mobile Personal Information. If you only Process T-Mobile Confidential Data (and not T-Mobile Personal Information) then these requirements don’t apply to you. However, any requirements in your contract(s) concerning data security and Processing of that Confidential Data would still apply.

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<sup>1</sup><https://www.t-mobile.com/content/dam/t-mobile/pdf/Supplier-Code-of-Conduct.pdf>

## **1 DATA PROCESSING LIMITATIONS**

Unless specifically authorized by your contract, you are prohibited from:

- Processing Personal Information for any purpose other than the specific business purpose or service specified in the written contract with T-Mobile, or for purposes required by law.
  - Personal Information may not be processed for Cross-Context Behavioral Advertising (i.e., certain types of targeted advertising) except under a special form of contract with T-Mobile.
  - You may not retain, use, or disclose Personal Information received from, or collected on behalf of, T-Mobile outside the scope of your business relationship with T-Mobile (e.g., with partners or sub-contractors not involved in your work for T-Mobile).
  - You may use Personal Information to improve your own products and services to the extent it benefits your customers generally, but you may not use Personal Information to provide services to other customers.
    - Example: You collect and process postal addresses for shipping devices to T-Mobile customers. You may identify, collect, and use address correction or shipping return data to update postal addresses and use those updates to benefit other shipping customers. You may not, however, use addresses supplied by T-Mobile to perform shipping for any other party.
- Combining T-Mobile Personal Information with other Personal Information, except as it relates to the specified purpose of the Processing.
- Any “Sale” or “Sharing” of T-Mobile Personal Information, as defined by applicable laws, unless allowed by your contract. Review Section 3 (“Vocabulary”) to learn more about what these terms mean in a privacy context.
- Disclosing T-Mobile Personal Information to subcontractors without T-Mobile’s written consent (which can be granted by the contract terms or granted separately).
  - If you do disclose any T-Mobile Personal Information to a subcontractor, that subcontractor must agree to the same contract terms, rights, and obligations of your contract with T-Mobile and these Data Processing Requirements.
  - You remain fully responsible to T-Mobile for the performance of the subcontractor’s obligations. You must tell us if any subcontractor hasn’t met its privacy or data security obligations under its contract with you.

## **2 DATA PROCESSING OBLIGATIONS**

If you Process Personal Information on behalf of T-Mobile you must:

- Help T-Mobile as needed with responding to individual Data Subject Requests (“DSRs”) – in particular any DSR that you receive directly from a T-Mobile individual. A DSR could be a request to access, correct, or delete Personal Information.
  - If you receive a DSR directly from someone asking about data you’ve collected on behalf of T-Mobile, let us know right away by contacting [Privacy@T-Mobile.com](mailto:Privacy@T-Mobile.com). We’ll either give you instructions to respond, or have you ask the individual to send their request directly to T-Mobile.
- Help T-Mobile in conducting Privacy Impact Assessments (“PIA”). This typically means providing us with information about your products and services; we’re not asking you to evaluate privacy impacts of our own personal data handling.
- Help T-Mobile to audit your Processing of T-Mobile Personal Information for compliance with the terms of the contract and these requirements (upon reasonable request, and subject to provisions to protect you and your other customers);
- Upon T-Mobile’s request, provide all information necessary to demonstrate compliance with applicable data protection statutes and regulations;
- Comply with the requirements for de-identified Personal Information under applicable data protection statutes and regulations (including as set out in your contract with T-Mobile);
- Even if your contract doesn’t spell this out, by law you’ll need to delete or return all T-Mobile Personal Information after we’re done with the services you were performing for T-Mobile and any related Processing. Where we ask you to delete data, you can still retain it if required by applicable law.
  - You must certify in writing to T-Mobile that you have deleted the Personal Information.
  - If you believe there are legal reasons you can’t delete Personal Information, let us know.
- Grant T-Mobile the right to stop and remediate (i.e., fix) your unauthorized use of Personal Information.
- Notify T-Mobile immediately if, at any time, you have reason to believe you can’t meet your privacy or security obligations under the contract, these requirements, or applicable laws. That might mean we pause using some services or work together to sort out the issue – that doesn’t necessarily mean T-Mobile would look to exercise any termination rights under the contract.

3 VOCABULARY

Term	Definition
<b>Contractor</b>	<p>A person to whom the business makes available a consumer's personal information for a business purpose, pursuant to a written contract with the business.</p> <p>Different than a "service provider" in that a "contractor" isn't necessarily working on behalf of T-Mobile, and a "contractor" must get data from T-Mobile directly.</p> <p>"Contractors" are subject to these data processing requirements just the same as "Service Providers."</p>
<b>Cross-Context Behavioral Advertising</b>	<p>The targeting of advertising to a consumer based on the consumer's personal information obtained from their activity across businesses, distinctly branded websites, applications, or services, other than the business, distinctly branded website, application, or service with which the consumer intentionally interacts.</p>
<b>Data Subject Request</b>	<p>A request from an individual to exercise rights provided for by law, including rights to access, delete, or correct their Personal Information.</p>
<b>Data Privacy Impact Assessment ("DPIA") or Privacy Impact Assessment ("PIA")</b>	<p>An assessment carried out by T-Mobile to determine what data will be Processed, whether that Processing is for legitimate business purposes, and what requirements (including any needed mitigations) will apply to that Processing. DPIAs and PIAs may be disclosed to regulators upon request.</p>
<b>Personal Information</b>	<p>Personal Information is information that identifies, relates to, or could reasonably be linked with a person, device, or household. Here, "could reasonably be linked" refers to whether you, the T-Mobile supplier, could do that linking.</p> <p>"Personal Information" may be defined by applicable law or your contract and, in that case, the definition in the applicable law or contract applies rather than this one.</p>
<b>Processing</b>	<p>"Process" or "Processing" or derivatives means any operation or set of operations performed on information or on sets of information, including by automated or manual means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, alignment or combination, restriction, erasure, or destruction.</p>
<b>Sale</b>	<p>Any transfer of consumer personal information to a third party, in return for valuable consideration (\$ or otherwise).</p> <p>It is not a "sale" if any of the following apply:</p> <ul style="list-style-type: none"> <li>a) A consumer directs us to disclose the information or intentionally interacts with the third party, provided the third party doesn't "sell" that information or complies with the law if it does;</li> </ul>

	<p>b) We share an identifier of the consumer to explain who has opted out of further “sale” of their personal information;</p> <p>c) The disclosure is necessary to perform a ‘business purpose’ (e.g., provide goods/services requested) and the third party only uses the data to perform that purpose</p> <p>d) The transfer is part of a merger or acquisition.</p> <p>Individuals have rights to restrict the “sale” of Personal Information. See definition of “Third Party” below for information on the consequences of that.</p>
<b>Service Provider</b>	<p>A person or company that Processes Personal Information on behalf of a business and that receives from or on behalf of the business a consumer's personal information for a business purpose, and which meets legal requirements applicable to a “service provider” (e.g., your contract has terms that limit your use of Personal Information to the specific business purposes set out in the contract, and/or includes a certification that you are operating as a “Service Provider” for purposes of privacy law compliance).</p>
<b>Sharing</b>	<p>“Sharing” is any transfer of Personal Information to a third party for Cross-Context Behavioral Advertising, whether or not for monetary or other valuable consideration.</p>
<b>Third Party</b>	<p>A party who processes Personal Information for T-Mobile but does not meet the definition of either a “Contractor” or a “Service Provider.”</p> <p>A Third Party is not subject to these data processing requirements but is subject to other privacy obligations. If you are a Third Party, individuals have the right to prohibit T-Mobile from sharing Personal Information with you. T-Mobile will not transfer or make available to a Third Party any personal information subject to a valid “do not sell or share my data” request.</p>
<b>T-Mobile Personal Information</b>	<p>Personal Information that has been collected by, shared with, or otherwise entrusted to T-Mobile.</p>

**4 MORE INFORMATION**

T-Mobile policy documents including but not limited to:

- [Supplier Code of Conduct](#)