

## Privacy Statement eNovates

IF, AND ONLY TO THE EXTENT, ENOVATES PROCESSES ANY PERSONAL DATA OF THIRD PARTIES ON CUSTOMER'S BEHALF WHEN RENDERING ANY SERVICES, ENOVATES AND CUSTOMER RECORD THEIR INTENTION THAT, RELATING TO THE PROCESSING OF THE PERSONAL DATA OF THESE THIRD PARTIES, CUSTOMER WILL BE THE DATA CONTROLLER AND ENOVATES WILL BE A MERE DATA PROCESSOR.

### 1. Definitions

- 1.1. **"eNovates"**: ECOLOGICAL INNOVATION NV with enterprise number BE 0833.089.547 and registered office at Brandstraat 13, 9160 Lokeren, Belgium;
- 1.2. **"Personal Data"**: any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- 1.3. **"Customer"**: any existing person or company using the eNovates Software for its legitimate purposes;
- 1.4. **"GDPR"**: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

### 2. Customer data

- 2.1. In order to allow Customer to use the eNovates software, eNovates processes a limited number of Personal Data received from the Customer:
  - 2.1.1. Information provided in order to receive a license on eNovates Software, namely, company name, VAT number, name of the authorized representative, technical or non-technical contact persons, address, e-mail addresses, phone numbers, account number for invoicing;
  - 2.1.2. Communication and correspondence with the Customer.
- 2.2. If information is provided by a Customer via a form, the fields indicated with a (\*) strictly are necessary for the purposes for which they are processed.

### 3. eNovates software

- 3.1. Insofar as eNovates processes the Personal Data of third parties provided to Customer, the Parties confirm that when Processing these Personal Data of third parties, Customer shall be the Controller, and eNovates shall be the Processor.
- 3.2. Customer confirms that third parties whose Personal Data are processed have been informed and, where necessary, have given their consent.
  - 3.2.1. Customer acknowledges and agrees that the personal data may be transferred or stored in any country of the European Union.
  - 3.2.2. Customer will ensure that it is entitled to transfer the relevant personal and confidential data to eNovates, so that eNovates may lawfully use and process the personal data for the purposes of rendering services.
  - 3.2.3. Customer will ensure either (i) that the third parties whose personal data are processed have authorized such use, processing, storage and transfer as compliant with applicable data protection legislation and industry standards or (ii) if necessary, personal data are delivered 'de-identified', meaning that the personal identifiers have been extracted from all personal data provided to eNovates.
  - 3.2.4. Customer acknowledges and agrees that the personal data will be shared with eNovates' employees, representatives, officers, directors, agents, advisors, affiliates subcontractors and consultants who have a need to know such data for the purposes of rendering services.
- 3.3. eNovates processes Personal Data to carry out the agreement between eNovates and Customer. The Personal Data are used to:
  - 3.3.1. Offer or execute the license of the eNovates software;
  - 3.3.2. Allow Customers to use the eNovates software;
  - 3.3.3. Audit the use of the eNovates software;
  - 3.3.4. Manage incidents notified by Customer when using the eNovates software;

- 3.3.5. Notify Customer on the updates or upgrades to the eNovates software;
- 3.3.6. Perform account administration;
- 3.3.7. Comply with applicable law.
- 3.4. If the processing of Personal Data is based on the Customer's consent, Customer has the right to withdraw the consent at any time, without this affecting the legality of the processing on the basis of the permission before its withdrawal.

#### **4. Disclosure of your information**

- 4.1. eNovates does not sell or rent the Personal Data.
- 4.2. eNovates may use sub-processors to process Personal Data of the Customer.
- 4.3. eNovates may disclose or share Customer's Personal Data when required by law, or to enforce or apply eNovates' Terms of License or Support Terms. This includes exchanging information with third party companies and organisations for the purposes of fraud protection and credit risk reduction.
- 4.4. eNovates can change its corporate structure by changing its legal form, merger, acquisitions and sales. In such transactions, Personal Data may be transmitted in accordance with this Privacy Statement and the applicable data protection legislation.

#### **5. Storage and retention of Personal Data**

- 5.1. The Personal Data that eNovates collects from Customer are encrypted and anonymized.
- 5.2. The Personal Data that eNovates collects from Customer is stored on information technology systems located in the European Union which are operated by eNovates.
- 5.3. Although eNovates gives its best effort in protecting Customer's Personal Data, eNovates cannot guarantee the total security of Personal Data and any transmission is at Customer's risk.
- 5.4. eNovates takes appropriate technical and organisational measures to prevent unauthorised access to the Personal Data received.
- 5.5. Upon instructions of the Customer and at the end of the Service, eNovates will delete all Personal Data.

#### **6. Aggregated statistics**

- 6.1. eNovates may collect statistics about the behaviour of Customers use of eNovates software.
- 6.2. eNovates may retain and store personal data of Customer and personal data of third parties provided by Customer for as long as reasonably needed to render the services to Customer. However, upon expiration of the aforesaid period eNovates will be entitled to keep storing and using said personal data for statistical, internal product and service development, research and scientific purposes, provided that these personal data are anonymized. Customer ensures that the consent from any third parties to process personal data includes the consent for the processing of personal data for statistical, internal product and service development, research and scientific purposes.
- 6.3. eNovates may provide its Customers or third parties with reports based on personal data that are anonymized.

#### **7. Data Subject rights**

- 7.1. If Customer receives a request from a Data Subject exercising a right under the GDPR and relating to Personal Data processed by eNovates, eNovates shall assist Customer to the extent necessary and reasonable to comply with the Data Subject's request. If Customer as the Controller instructs eNovates to do so, the Processor shall correct, delete, or process the Data Subject's data as requested by the latter.
- 7.2. If a Data Subject approaches eNovates directly regarding the Processing of Personal Data, eNovates will refer the Data Subject to Customer. eNovates will not process the request of the Data Subject itself, unless instructed otherwise by Customer.

#### **8. Customer rights**

- 8.1. Customers have the right to request to review, rectify or erase Personal Data or to limit the processing of their Personal Data, as well as the right to objection to processing of the Personal Data and the right to request data transferability.
- 8.2. All these requests should be addressed to **[E-MAIL ADDRESS]**.

## **9. Data Protection Impact Assessment**

- 9.1. eNovates shall provide reasonable assistance to Customer in relation to the Data Protection Impact Assessment and consultation with the Supervisory Authority, if Customer reasonably believes that this is required pursuant to Article 35 or 36 of the GDPR, in each case exclusively in relation to the Processing of Personal Data of Customer and taking into account the nature of the Processing and the information available to eNovates.
- 9.2. eNovates shall provide the necessary support as reasonably requested by Customer when Customer is required to cooperate with any assessment, investigation, notification, or request under the GDPR.

## **10. Audit**

- 10.1. At Customer's request, eNovates shall disclose all information that is necessary to prove that eNovates is complying with its obligations under this Privacy Statement.
- 10.2. eNovates shall cooperate with any audits conducted by Customer and related to the obligations under this Privacy Statement, provided that:
  - 10.2.1. The number of audits is limited to one (1) audit per calendar year, except if Customer is required to do so by a Supervisory Authority;
  - 10.2.2. The audit takes place within office hours and with reasonable prior notice to eNovates of at least three (3) working days.

## **11. Personal Data Breach**

- 11.1. eNovates shall, without undue delay and if possible, within seventy-two (72) hours of the Breach, notify Customer of a Breach relating to Customer's Personal Data.
- 11.2. eNovates shall inform Customer adequately to allow Customer to inform the Data Subject or the Supervisory Authority as regards the Breach under the GDPR and to fulfil all obligations relating to the investigation, litigation, and resolution of a Breach.
- 11.3. The Processor shall state at least the following in this notification: (i) nature of the incident; (ii) when it was identified; (iii) Personal Data affected; (iv) reasonable measures taken to limit additional damage.
- 11.4. Unless the GDPR obliges eNovates to do so, or it is expressly required to do so by a Controller, the Processor shall not disclose any information regarding a Personal Data Breach to any third party.
- 11.5. It is Customer's responsibility as the Controller to report any Breach to the Supervisory Authority.

## **12. Changes to our Privacy Statement**

- 12.1. eNovates has the right to make changes to this Privacy Statement.
- 12.2. Any changes eNovates may make to the Privacy Statement in the future will be notified to Customer by email.

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