

# CIKISI'S PRIVACY POLICY VERSION 1.3 (January 2020)

### **ARTICLE 1: DEFINITIONS**

In the subsequent sections and articles, the following definitions shall apply: "CIKISI" stands for the company CIKISI SA, 2 rue Antoine de Saint-Exupery, 6041 Charleroi in Belgium, and registered with the Register of Legal Persons under number 649.625.430, which provides services to its customers. "Subscriber", "customer" or "user" or "buyer" shall mean any natural or legal person who is a client and uses CIKISI's services.

"GTCS" stands for CIKISI's general terms and conditions of sale.

"GTCU" stands for CIKISI's general terms and conditions of use.

"Contract" means the contract package made up by one or more sections, articles and various documents such as, for example and non-exhaustively, the GTCS section, the GTCU section, the possible specific conditions section and the technical annexes section.

"Services" shall apply to services designed in-house or in collaboration with partners, distributed, made available and marketed by CIKISI to its customers.

"PP" stands for CIKISI's current privacy policy.

The "site" stands for CIKISI's website: https://www.cikisi.com and https://wmt.cikisi.com

# **ARTICLE 2: INTRODUCTORY ARTICLE**

2.1. Unless otherwise expressly agreed in writing by the parties the Customer acknowledges having read and understood this PP, accepting it and being bound by it in full.

2.2. Any new Services and any modification of CIKISI's services shall be subject to the PP without exception whatsoever.

2.3. Should CIKISI choose not to invoke any of these PP at any given time, this shall not be construed as a waiver of its right to invoke any of them subsequently. If any of these PP is declared null and void, or conflicts with a public policy or a mandatory law provision, it shall be deemed unwritten and other provisions shall remain in force.

2.4. The latest version of CIKISI's PP is always available by logging into the Cikisi application so as to enable the user to consult it at any time.

### **ARTICLE 3: SCOPE OF APPLICATION**

3.1. This PP defines the principles and guidelines for the processing of data of customers and people who visit, browse and use CIKISI's Site.



3.2. The notion of personal data ("Personal Data") refers to any information that enables the identification of a natural person. "Non-personal data" refers to information that does not enable the identification of a natural person.

3.3. The use of the Site and the personal data submitted by the Customers are subject to the provisions of this PP and to the GTCU of the Site.

### ARTICLE 4: DATA COLLECTED BY CIKISI

4.1. "Personal Data" that may be collected by CIKISI includes, among others, the following information: last name, first name, gender, date of birth, address, email, phone, education/training, organization/company, ID, password, IP address, complete financial data, ...

4.2. CIKISI may also collect, from its customers, any other personal data useful in the context of the purposes of this PP.

4.3. The visitor, the user and the Customer are free to choose whether or not they submit all or part of their "Personal Data". Choosing not to submit it could result in partial access or even access denial to the Services and the malfunctioning or failure of CIKISI's services.

4.4. Providing incomplete or no "Personal Data" may also partially or completely restrain the purposes of the PP.

4.5. "Personal Data" is provided to CIKISI on a voluntary basis.

4.6. "Personal Data" is provided online on the Site or off Site, orally or via any other medium, such as business card, presentation...

### ARTICLE 5: PURPOSES OF COLLECTING PERSONAL DATA

and advertising strategy towards Customers.

5.1. The collected "Personal Data" may be used by CIKISI to enable, among other things, the enhancement of CIKISI's services to Customers; to request additional information from the Customer; an interactive and customized use of the Site; the opening of a customer account in order to subscribe to an online Service; to acquire literature for the Customers; to have access to technical assistance for the Customer; to sign up for a seminar or an event and access all the functions and options of the Site; 5.2. "Personal Data" is also collected to have a better understanding of the Customers' needs and interests so as to optimize the Service offer according to Customers' needs, to improve the marketing

5.3. When the Customer submits his email address, he expressly authorizes CIKISI to use it, along with other Personal Data, to send commercial and marketing messages.

5.4. CIKISI may also use the Customer's email address for administrative purposes and possibly for other non-marketing purposes.



## **ARTICLE 6: USE OF COOKIES**

6.1. Cookies are text files stored and used to record personal and non-personal information about Customers' browsing of CIKISI's Site.

6.2. CIKISI may use cookies and other technologies that can collect or store Personal Data in order to improve the Services and features of the Site provided to the Customer: Customer's hardware recognition, so as to avoid providing the same information several times to perform the same tasks; identification of the user and his password so as to avoid providing it several times for each webpage that requires it; measure of the number of users of one of CIKISI's Services so as to ensure an easier use, a capacity and a certain response rate to the Customer's requests; analysis of the collected data to enhance CIKISI's Services, ...

6.3. CIKISI also reserves the right to use an external service provider to help measure and analyze the Site's efficiency. In that case, web beacons and cookies from the provider may be used.

CIKISI uses two types of cookies: permanent cookies and session cookies. Session cookies disappear as soon as the Customer logs out from the Site. Permanent cookies are stored after the Customer logs out in order to be used for his subsequent connection to the Site.

6.4. The Customer shall be notified the first time he receives a cookie and shall be able to decide whether he accepts it or not. By continuing using the Site with full knowledge of the information detailed above, the Customer expressly agrees with CIKISI's use of such cookies.

6.5. The Customer can also configure his browser so as to systematically refuse CIKISI's cookies. However, should that be the case, some features and characteristics of the Site may not work properly. The Customer may be unable to access some of CIKISI's services on the site.

### **ARTICLE 7: PERSONAL DATA PROCESSING AND STORAGE CONDITIONS**

7.1. "Personal Data" "processing" includes, among other things, the use, retention, recording, transfer, adaptation, analysis, modification, reporting, sharing and destruction of "Personal Data" depending on what is required under the circumstances or the law.

7.2. All the collected "personal data" is stored for a limited period depending on the purpose or the processing and the minimum storage life determined by the applicable legislation.

# ARTICLE 8: LINKS TO WEBSITES NOT CONTROLLED BY CIKISI

8.1. The site may contain links to third party websites that may be relevant for the Customer.

8.2. Unless otherwise expressly agreed by the Customer, CIKISI does not provide any Personal Data to these third parties. However, CIKISI may have to provide them with Non-Personal Data.

8.3. CIKISI does not have any control over the content of third party websites or over these third parties' personal data protection practices which are not covered by CIKISI's commitments under this PP. Therefore, CIKISI accepts no responsibility for the content of third party websites or for these third parties' personal data protection practices.



8.4. CIKISI encourages its Customers to always get information about the personal data protection practices of these third party websites.

### **ARTICLE 9: TRANSFER OF PERSONAL DATA TO THIRD PARTIES**

9.1. When accessing CIKISI's Site from a non-EU country, the Customer agrees to transfer Personal Data to the European Union while browsing the Site.

9.2. As a company working with preferred affiliated (or not) partners (hereafter "PARTNERS") abroad, CIKISI is entitled to provide its PARTNERS located in non-EU countries with its Customers' Personal Data, in full compliance with the purposes mentioned in the PP. However, before transferring this Personal Data, CIKISI makes sure that its PARTNERS offer adequate protection in accordance with the EU regulation regarding the protection of personal data.

9.3. Should CIKISI find out that a third party uses or discloses Personal Data without complying with this PP or in a way that infringes the applicable legislation, CIKISI shall take any reasonable action to prevent or put an end to such a use or disclosure.

9.4. The Customer has the right to authorize CIKISI to use his Personal Data for another purpose than the initial ones.

9.5. CIKISI may also need to transfer its Customers' Personal Data to third parties if CIKISI deems such a transfer necessary for technical reasons (for example, for hosting the Site) or to protect its legal rights (for example when transferring assets to a third-party company, upon a change of control or full or partial wind-up of CIKISI).

9.6. CIKISI is allowed to transfer Personal Data to PARTNERS located within the country in which the Customer resides. CIKISI is also allowed to transfer Personal Data to companies that co-organize an event for which the Customer signs up.

9.7. CIKISI is allowed to share Personal Data if the applicable law requires it or if it is deemed necessary by CIKISI to comply with a court application or when CIKISI's interests or someone's physical or moral integrity are at stake.

9.8. This Personal Data may be transferred via the Internet, mail, telefax or any other method deemed appropriate by CIKISI and in compliance with the applicable legislation.

### ARTICLE 10: RIGHT OF ACCESS TO AND RECTIFICATION OF PERSONAL DATA

10.1. CIKISI has implemented suitable Personal Data protection devices to ensure that Personal Data is used in compliance with the purposes of the PP and to ensure its accuracy and updates.

10.2. The Customer has the right to access his Personal Data. Moreover, the Customer has the right to request the rectification, the update or the removal of his Persona Data. The Customer also has the right to access his Personal Data stored by CIKISI.

10.3. If the Customer has an account, he may exercise his rights of access and rectification by logging into his account. Otherwise, the Customer may exercise his rights of access and rectification by sending



a letter directly to CIKISI SA, 2 rue Antoine de Saint-Exupery, 6041 Gosselies - Belgium or an email to the following address: info@cikisi.com.

10.4. Depending on the extent of the request, CIKISI reserves the right to charge the requestor a reasonable amount to cover the expenses related to the access, rectification or removal operations. CIKISI reserves the right to deny access to Personal Data in special cases determined by the applicable legislations and regulations.

## ARTICLE 11: SAFETY AND RECIPIENTS OF PERSONAL DATA

11.1. CIKISI ensures the protection and safety of the Personal Data which the Customers has decided to share, in order to ensure its confidentiality and to prevent its corruption, destruction or disclosure to unauthorized third parties.

11.2. CIKISI has taken physical electronic and organizational protection measures to prevent any possible loss, misuse, unauthorized access or distribution, alteration or destruction of this Personal Data. Among these protection measures, CIKISI incorporates technologies specifically designed to protect Personal Data during its transfer. However, despite CIKISI's efforts to protect Personal Data, CIKISI cannot guarantee the absolute reliability of this protection because of the inevitable risks that may occur during the transfer of Personal Data.

11.3. Because Personal Data is confidential, its access is limited to CIKISI's collaborators, providers and distributors who need to carry out their mission. All the people who have access to Personal Data are bound by an obligation of confidentiality and face disciplinary action and/or sanctions if they do not respect these obligations.

11.4. Nevertheless, the Customer must be cautious to prevent any unauthorized access to his Personal Data. He is responsible for the confidentiality of his password and the information contained in his account. Therefore, the Customer must make sure to sign out when sharing the use of a computer.

### **ARTICLE 12: CONTACT**

12.1. For any query about this PP, the Customer can send a letter to CIKISI SA, 2 rue Antoine de Saint-Exupéry in B-6041 Charleroi or an email to the following address: info@cikisi.com.

### **ARTICLE 13: LANGUAGES OF THE CONTRACT**

13.1. Should this PP be written in several languages or translated, the French version shall prevail between parties.

### ARTICLE 14: LITIGATIONS, DISPUTES AND CHOICE OF THE APPLICABLE LAW

14.1. If the Customer has reasons to believe that the safety of his Personal Data has been compromised or that it has been misused, he is invited to contact CIKISI using the following address: info@cikisi.com.



CIKISI shall examine complaints about the use and disclosure of Personal Data and shall attempt to resolve them in accordance with the principles set out in this PP. Unauthorized access to Personal Data or its misuse may be an offence under the terms of the applicable legislation.

The partnerships that form between CIKISI and its customers are subject to Belgian law, to the exclusion of all other legislation. Any litigations related to, or arising from, the use of CIKISI's Services or related to the interpretation or the implementation of this PP shall be submitted to the exclusive jurisdiction of the francophone courts of Charleroi – Belgium.