

VENCLAVE PRIVACY AND COOKIE POLICY

This privacy and cookie policy (the “**Policy**”) applies to VENCLAVE’s Solution, available upon Subscription via www.venclave.com (the “**Solution**”), operated by **VENCLAVE BVBA**, with its registered office at Dr. De Biestraat 22, 2250 Olen, Belgium and registered with company number 0682.869.409.

VENCLAVE considers the protection of your personal data and privacy extremely important. VENCLAVE wishes to inform and respect you as a user of the Solution as much as possible and give you as much control as possible about what happens with your personal data, privacy and cookies.

Your personal data, privacy and your cookies are protected by VENCLAVE in accordance with the Belgian and European legislation on privacy and data protection and any other applicable Belgian and European legislation.

This Policy is a part of the Agreement between you and VENCLAVE (which can be consulted on <https://venclave.com>) and needs to be read through carefully. Not only your rights are described below, but also how you can exercise them. Unless stated otherwise, the same definitions as stated in this Agreement are applicable in this Policy.

By using the Solution and sharing your personal data, you explicitly acknowledge the manner in which VENCLAVE collects and processes your personal data, including cookies, as described in this Policy.

1. What data will be collected and processed?

- 1.1. VENCLAVE collects and processes different kinds of personal data (the “**Personal Data**”), depending on your use of the Solution. Personal Data shall have the meaning as ascribed to it in applicable Belgian and European law. In particular, VENCLAVE shall collect and process Personal Data which may include, however might not be limited to:
 - a) Personal information: e.g. name, place of residence, email address, company number, administrative data, user name, password, personal settings, etc.;
 - b) Technical information: e.g. computer data, phones and other devices on which you use the Solution, your IP-address, etc.;
 - c) History and logs: e.g. search commands that you executed on the Solution, dates and times of all the pages you visited on the Solution, etc.
 - d) Cookies: as determined in article 5 of this Policy.
- 1.2. If you prefer to add or provide additional Personal Data to your personal settings, you provide VENCLAVE with explicit approval to use this additional Personal Data in accordance with this Policy.
- 1.3. VENCLAVE acknowledges and agrees that your Personal Data shall at all times remain your sole property.
- 1.4. Any Personal Data from an Addressee or any other third party (the “**Data Subject(s)**”) you might retrieve or provide when using the Solution will be encrypted as much as possible by VENCLAVE. Notwithstanding VENCLAVE’s efforts to encrypt such Data Subject’s Personal Data, you expressly acknowledge and agree to provide sufficient notice to, and obtain sufficient consent and authorization from such Data Subjects to permit the processing of Personal Data by you and VENCLAVE and VENCLAVE’s hosting party (if applicable), and their respective affiliates, subsidiaries and licensors. If and to the extent required by law, you shall notify the Data Subjects that their Personal Data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by VENCLAVE and shall obtain the Data Subject’s

consent to the same. For the purpose of processing such Data Subject's Personal Data you expressly acknowledge and agree you shall be considered the controller and VENCLAVE shall be considered the processor of any such Personal Data.

2. Purposes for which this data will be used

- 2.1. VENCLAVE uses your Personal Data for different purposes:
 - a) to enable your use of the Solution;
 - b) to communicate about the Solution, related products and services;
 - c) to provide mailings for registration for seminars, information or demonstration copies of our products (if expressly requested or agreed by you to use your Personal Data for such purposes)
 - d) for marketing purposes such as general and personal advertising (if expressly requested or agreed by you to use your Personal Data for such purposes);
 - e) for archival, administrative and statistical purposes (e.g. managing a general file of the users of the Solution);
 - f) to generate anonymous statistics about (the users of) the Solution;
 - g) to improve the Solution or to provide statistical information to third parties.
- 2.2. By subscribing to the Solution, you acknowledge and accept that your Personal Data and any other information that you provide, including sensitive personal information, will be available in countries outside of Belgium. In this context, it is possible that the legislation of non-European countries guarantees less strict protection of your personal data.

3. Sharing of personal data

- 3.1. Without your explicit consent, VENCLAVE will not share with third parties any Personal Data that can be used to identify you, except when required for the performance of the Agreement (including the functioning of the Solution), and in the cases mentioned in article 11.
- 3.2. Statistical and anonymous information can be shared for marketing and/or promotional purposes.
- 3.3. To avoid receiving unsolicited email messages from third parties, your email address is not shared with third parties, except in the cases mentioned in article 11.

4. Lawfulness of processing

- 4.1. The processing of Personal Data by VENCLAVE shall be lawful as you expressly consented to the processing of Personal Data for the purposes set out in this Policy. You shall at all times have the right to withdraw your consent at any time, however, such withdrawal shall in no event affect the lawfulness of the processing of the Personal Data (i) prior to such withdrawal, (ii) based on article 4.2 of this Policy or (iii) based on any other lawful reason to process Personal Data.
- 4.2. You acknowledge and agree that providing and processing of Personal Data is necessary for the performance of the Agreement (including the functioning of the Solution) pursuant to which you are entitled access and use the Solution. In the event you refuse to provide Personal Data, VENCLAVE may not be able to perform its obligations under the Agreement and you might not be able nor entitled to access and use the Solution.

- 4.3. The foregoing reasons are in no event exhaustive and VENCLAVE shall at all times be entitled to process your Personal Data for any other lawful reason. In such event, VENCLAVE shall notify you as soon as possible of any such reason. An update of this Policy in accordance with article 10 of this Policy might be considered a notification.

5. Cookies

- 5.1. VENCLAVE uses session cookies. Session cookies are small pieces of information that expire when the session ends.
- 5.2. The session cookies allow the Solution to recognize you as an individual user. Session cookies allow the Solution to save data for you as an individual user for the session lifetime. VENCLAVE limits the maximum session lifetime to eight (8) hours fixed or allows you as a user to destroy your session by logging out. When you have provided correct credentials, the session is mostly used as the "token" you have to provide to get access to restricted resources.
- 5.3. The session cookies are being stored for eight (8) hours when you visit and use VENCLAVE's Solution. The value is generated random. The session cookie is protected and encrypted. The session cookies are not addressable by JavaScript.
- 5.4. You can configure your internet browser in order to be informed of each cookie sent or systematically refuse them by modifying the parameters of your browser. VENCLAVE cannot guarantee the access, use and operation of the Solution if the storage of cookies is disabled by your internet browser.

6. Data retention period and location

- 6.1. VENCLAVE manages the following retention periods regarding Personal Data:
 - a) private information: until you request VENCLAVE to erase the private information or delete your private information in your personal settings.
 - b) technical information: until you request VENCLAVE to erase the technical information or delete your technical information.
 - c) history and logs: a maximum of ten (10) days from the creation of the item or the log;
 - d) Session cookies: a maximum of eight (8) hours after you have visited and used VENCLAVE's Solution.
- 6.2. You expressly acknowledge VENCLAVE shall be entitled to keep anonymized and pseudonymised data for statistical purposes as long as necessary.
- 6.3. VENCLAVE shall store the Personal Data as much as possible within the European Union, however, you expressly acknowledge and agree that your Personal Data may be stored in a country outside the European Union which legislation might guarantee less strict protection of your Personal Data.

7. Security measures

- 7.1. VENCLAVE has implemented appropriate technical and organizational measures, as well as security measures and safeguards necessary to process your Personal Data in accordance with applicable Belgian and European law, and in particular, without being limited to, to protect your Personal Data against loss, illegitimate use or unauthorized changes. VENCLAVE uses a team of technicians, automated systems and leading technology such as machine language and coding.

- 7.2. VENCLAVE uses its best efforts to protect the confidentiality and security of your Personal Data.
- 7.3. VENCLAVE shall in no event be liable for any direct or indirect damages that results from a wrong or illegal handling of the Personal Data by a third party.

8. Your rights

- 8.1. If and to the extent provided under applicable Belgian and European law, you shall have the right:
- a) to obtain from VENCLAVE confirmation as to whether or not your Personal Data are being processed and, where that is the case, you shall have the right to access such Personal Data being processed;
 - b) to obtain from VENCLAVE, without undue delay, the rectification of inaccurate Personal Data and to have incomplete Personal Data completed;
 - c) to obtain from VENCLAVE the erasure of Personal Data;
 - d) to obtain from VENCLAVE the restriction of processing your Personal Data;
 - e) to receive the Personal Data in a structured and commonly used, machine-readable format and have such Personal Data transmitted;
 - f) to object to the processing of your Personal Data and to object at any time to the processing of your Personal Data for direct marketing purposes.
- 8.2. In many cases you can improve or modify your Personal Data yourself in your personal settings. These rights can be exercised by sending an e-mail to “hello@venclave.com” or sending a letter to VENCLAVE BVBA, Dr. De Biestraat 2250 Olen, Belgium.
- 8.3. If and to the extent provided under applicable Belgian and European law, you shall have the right to lodge a complaint with the authorized supervisory authority if the processing of your Personal Data infringes applicable law.

9. Your password

- 9.1. Your password is strictly personal and cannot be shared with third parties.
- 9.2. You can change your password in your personal settings. It is recommended to change your password regularly. A secure password reduces the risk of third parties getting access to your account.

10. Modifications to this Policy

- 10.1. This Policy may be amended at any time.
- 10.2. Amendments will be popped-up when your login to the Solution after such amendment so that you are fully informed and kept up-to-date about the Personal Data we collect, how we use this Personal Data and how we share this Personal Data.
- 10.3. The amended Policy will enter into force upon acceptance of the pop-up on the Solution.

11. Approval for release

- 11.1. You recognize, confirm and explicitly give permission to VENCLAVE to disclose your Personal Data if VENCLAVE is required by law to do so or if VENCLAVE has a good-faith belief that such action is necessary:
- a) to comply with a current judicial proceeding, a court order or a legal process regarding the Solution;
 - b) to enforce the terms and conditions of the Agreement between you and VENCLAVE;
 - c) to reply to claims against VENCLAVE in response to your Personal Data that violate the rights of third parties;
 - d) to safeguard the rights, property and safety of VENCLAVE, its employees, its users and the public.
- 11.2. VENCLAVE can disclose your Personal Data to police or judicial authorities or other official authorities if VENCLAVE at its sole discretion believes this disclosure is necessary or useful regarding a fraud investigation, intellectual property infringements or any other malicious activity or if VENCLAVE reasonably suspects such operation can expose VENCLAVE or yourself to liability.

12. Legislation and competent courts

- 12.1. This Policy is governed by and construed in accordance with the Belgian legislation that is exclusively applicable to any potential dispute.
- 12.2. The courts of the legal district of Antwerp, department Turnhout, are exclusively competent to rule on each and every dispute that may result from the interpretation or from the implementation of this Policy.