

## 1. INTRODUCTION AND SCOPE

This Privacy Statement (the “**Statement**”) applies to the website [www.Paynovate.com](http://www.Paynovate.com) (the “**Website**”), owned, operated and/or used by:

### **PAYNOVATE**

Cantersteen, 47  
1000 Brussels  
BELGIUM

Business Number: BE 0506.763.929

Hereinafter “**Paynovate**”, “**we**” or “**us**”

Paynovate considers the protection of privacy as being of fundamental importance and would like to enable you - as a visitor to its website - to retain full control over what happens to your personal data and privacy and to keep you informed.

All capitalized terms not defined in this Statement shall have the meaning given to them in 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 and repealing Directive 95/46/EC (“**General Data Protection Regulation**” or “**GDPR**”).

Your Personal Data and your privacy are protected by Paynovate in accordance with Belgian and European regulations on the protection of privacy. Please read this Statement very carefully. The following describes not only your rights, but also the way in which you can exercise these rights.

By visiting our Website, disclosing your Personal Data, or accepting this Statement, you expressly consent to the way Paynovate collects and Processes your Personal Data as described in this Statement.

## 2. WHO PROCESSES YOUR PERSONAL DATA AND HOW CAN YOU CONTACT PAYNOVATE?

Paynovate is responsible for the Processing of your Personal Data that you provide through the Website.

Paynovate has appointed a privacy officer, whom you can always contact for questions about your privacy and the Processing of your Personal Data. The privacy officer can be reached at:

PAYNOVATE  
Cantersteen, 47  
1000 Brussels  
BELGIUM  
Privacy officer

Email: [privacy@paynovate.com](mailto:privacy@paynovate.com)

### 3. TYPES OF INFORMATION PAYNOVATE MAY COLLECT FROM YOU

Paynovate may collect, store and use the following kinds of personal information about individuals who visit and use our website.

#### 3.1 Information you supply to Paynovate, on both [paynovate.com](https://paynovate.com) and the MyPaynovate:

You may provide us with information about yourself by, e.g., filling out call booking form on our website, by subscribing to our newsletter, or using MyPaynovate.

The information you may provide can include your contact information, such as your name, business name, address, email address and telephone number, business number, MVC details, IBANs and other financial details relevant to processing your gift card loads/transactions etc.

#### 3.2 Information Paynovate's website automatically collects about you.

With regard to each of your visits to our website, Paynovate's website may automatically collect information including the following:

- Technical information, including a truncated and anonymised version of your Internet protocol (IP) address, browser type and version, operating system and platform;
- Information about your website visit, including what pages you visit, how long you are on the site, how you arrive at the site (including date and time); page response times, length of visit, sessions, what links you click on, what documents you download and download errors.

#### Cookies

For more information, reference is made to Paynovate's Cookie Policy

Where Personal Data of a third party are disclosed via the Website or with a view to use the Website, the person communicating the Personal Data guarantees that they has informed that

third party and that they have received all necessary consents to communicate the third party's Personal Data.

#### **4. PURPOSES AND PRINCIPLES OF THE PROCESSING OF YOUR PERSONAL DATA?**

The purpose and principles of the Processing of your Personal Data mainly depends on the category of Personal Data concerned. Below you will find an overview of the purposes and principles of the various Personal Data that we Process at Paynovate.

##### **4.1 Information you supply to Paynovate:**

###### **4.1.1 Contact information**

Contact information is collected when you:

- send Paynovate an email;
- complete a voluntary satisfaction survey;
- complete a book a call form;
- complete the contact us form;
- update a user profile on MyPaynovate;
- enter your email address to subscribe for the Paynovate newsletter and to receive direct marketing messages.

Paynovate will use this information to

- provide you with information and/or services that you request from us;
- answer your questions;
- provide you with improved product offerings and client services;
- improve your customer and/or user experience.

Grounds for Processing:

- Necessary for the performance of the agreement + Consent

###### **4.1.2 Application Related Information**

When you apply for a job at Paynovate, you are directed to the Breezy HR website application. Application related information is directly collected by Breezy HR and afterwards shared with Paynovate. Paynovate processes the application related information with a view to possible recruitment.

**Grounds for Processing:**

- Legitimate interest

## 4.2 Information Paynovate automatically collects about you

This information is collected anonymously and is not linked to information that identifies you as an individual

### Paynovate tracks your visit to:

- tailor its website to better suit your use and to improve its website in the future;
- administer our site including troubleshooting and statistical purposes.

### Grounds for Processing:

- Legitimate interest

### Cookies

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**Legitimate interest** as a legal basis for the lawfulness of Processing is justified with regard to the Personal Data to improve your user experience, the Website and Paynovate's product and services. The fact that Paynovate Processes this Personal Data also benefits you as a visitor of the Website. Moreover, such Processing of Personal Data shall not create a risk to the fundamental rights and freedoms of you as a visitor of the Website, or any other visitors of the Website.

The Processing of certain of the above-mentioned Personal Data by Paynovate and other information you might disclose, is necessary for the **performance of the agreement**. In the event you refuse to provide these Personal Data, Paynovate will not be able to comply with certain of its obligations (e.g. responding to your questions, processing you call booking, etc).

The **consent** you provide is always free, and you have the right to withdraw this consent at any time. Withdrawal of consent does not affect the Processing of Personal Data (i) prior to such withdrawal, (ii) based on a legitimate ground for Processing Personal Data, and (iii) in case of a legitimate interest of the Processing.

The above reasons may not be exhaustive, and Paynovate may at any time Process your Personal Data for any other legitimate reason. In such cases, Paynovate will notify you as soon as possible of the reason. Updates of this Statement may constitute such a notification.

## 5. RECEIVING AND SHARING PERSONAL DATA

### 5.1 When does Paynovate receive your Personal Data?

Paynovate receives your Personal Data in cases as and when:

- You visit the Website;
- You contact us via email;

- You contact us via telephone;
- You contact us via our website;
- You complete a voluntary customer satisfaction form;
- You complete a voluntary customer testimonial form;
- You complete a voluntary call request form;
- Via a Subsidiary of the Loyalktek Group, such as Giftify, LoyalPay, and Fintronik;
- Via cookies;
- Via newsletter subscription.

## 5.2 Does Paynovate share your Personal Data?

Paynovate will only share your Personal Data in a minimal manner.

However, in order to follow up on your request or action on the Website, Paynovate may sometimes need to share Personal Data with third parties or its subsidiaries.

You therefore give your express consent to share your Personal Data as described in this Statement.

Paynovate's Data Processors and Subcontractors always act under Paynovate's responsibility.

If Paynovate contracts with Processors or Subcontractors, this will always be done in accordance with a Data Processing Agreement that meets the requirements of the GDPR and protects your Personal Data as well as possible.

Paynovate may share your Personal Data with third parties, for the storage and Processing of your Personal Data, to respond to your requests, to send you content, and to optimise our Website.

Paynovate does not rent, sell, or share your personal data with other persons or non-affiliated companies.

Paynovate will use all reasonable efforts to ensure that your personal data is not disclosed to regional/national institutions and authorities, unless required by law or other regulations. When visiting the Website, if you are redirected to another application, platform or website, other terms and conditions and privacy and cookie policies may apply. You should consider and read the terms and conditions, as well as the privacy and cookie policies of those applications, platforms, and websites. Paynovate may receive your Personal Data from these third parties.

## 6. TRANSFER OF PERSONAL DATA TO COUNTRIES OUTSIDE THE EUROPEAN ECONOMIC AREA (EEA)

In principle, Paynovate does not transfer your Personal Data to countries outside the EEA. It is, however, possible that Paynovate- through its Processors or Subprocessors - does transfer your Personal Data to countries outside the EEA. Should a less strict protection for Personal Data apply in a specific country than within the EEA, Paynovate will then ensure that the same level of protection is achieved (e.g. by concluding an agreement with the Processor located in a country outside the EEA).

## 7. DIRECT MARKETING

Paynovate will only use your Personal Data for direct marketing purposes after receiving consent. You may at any time withdraw this consent and object to the Processing of your Personal Data for direct marketing purposes, including profiling, to the extent that it is related to such direct marketing (free of charge). It is also possible that your Personal Data will be subject to profiling for further marketing purposes. This enables Paynovate to keep you informed about its products, updates, events, etc. In accepting the Privacy Policy, you have given your explicit consent for this legitimate interest use of your Data.

**You shall have the right at any time to object to the Processing of your Personal Data for direct marketing purposes, including profiling to the extent that it is related to such direct marketing, free of charge, by sending an email to [privacy@paynovate.com](mailto:privacy@paynovate.com).**

## 8. HOW LONG WILL PAYNOVATE RETAIN YOUR PERSONAL DATA?

Paynovate applies the following retention periods for your Personal Data:

### 8.1 Information you supply to Paynovate:

#### 8.1.1 Contact information

Maximum one (1) year after submission of your Personal Data.

In accepting secondary opt-ins delineated in the Privacy Policy, you consent to having your Personal Data collected for direct marketing purposes, and that this data will be retained as long as the consent is valid and has not been withdrawn.

#### 8.1.2 Application related information

Maximum one (1) year after receipt of the application related information.

### 8.2 Information Paynovate automatically collects about you

#### 8.2.1 Technical information

Maximum two (2) years after visiting our Website.

### 8.2.2 Information about your visit

Maximum two (2) years after visiting our Website.

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Paynovate retains your Personal Data in its own databases and/or in the databases of its subsidiaries. You may ask Paynovate to provide a copy of the list of these subsidiaries at any time.

## 9. HOW DOES PAYNOVATE SAFEGUARD YOUR PERSONAL DATA?

Paynovate has developed appropriate technical and organizational measures, safeguards and assurances to Process your Personal Data in accordance with applicable Belgian and European regulations, in particular to protect your Personal Data against loss, misuse, or unauthorized alteration.

Paynovate makes all reasonable and appropriate efforts to protect the confidentiality of your Personal Data.

Despite the technical and organisational measures taken by Paynovate, you should be aware that there are always risks associated with sending Personal Data over the Internet. The security and protection of your Personal Data can never be fully guaranteed.

## 10. WHAT RIGHTS DO YOU ENJOY?

If and in as far as provided for in the applicable Belgian and European regulations, you have the right:

- to receive confirmation as to whether Paynovate Processes your Personal Data and, where this is the case, to access the Personal Data that Paynovate Processes;
- to corrections by Paynovate, without undue delay, of any inaccurate or incomplete Personal Data;
- to have your Personal Data deleted by Paynovate;
- to obtain your Personal Data and to transfer them to another Controller or Processor;
- to obtain a limitation of the Processing of your Personal Data from Paynovate, to the extent possible subject to applicable Belgian and European regulations;
- to receive your Personal Data in a structured, common and machine-readable format;
- to prevent the Processing of your Personal Data and the use of your Personal Data for direct marketing purposes.

You may exercise these rights by contacting the privacy officer and providing him or her with a copy of your identity card (e.g. **no** identification number may be visible).

If and to the extent provided for in the applicable Belgian and European regulations, you have the right to file a complaint with the competent supervisory authority should the Processing of your Personal Data violate the applicable regulations. In Belgium where Paynovate is incorporated, this is the Data Protection Authority

(*“Gegevensbeschermingsautoriteit”*) <https://www.dataprotectionauthority.be>.

## 11. AMENDMENTS TO THIS STATEMENT

Paynovate may amend this Statement at any time. Any amendments Paynovate may make to its Privacy Policy in the future will be posted on this page and, where appropriate, you may be notified by e-mail.

Amended versions of this Statement take effect ten (10) days after their publication on the Website. Where required they will always be submitted for approval.

## 12. CONSENT FOR DISCLOSURE

You acknowledge, confirm, and expressly consent that we may disclose your Personal Data if this is required by law, or if Paynovate determines in good faith that such disclosure is required in order:

- to comply with any pending judicial inquiry, judicial order or litigation pertaining to the Website;
- to compel observance of the general terms and conditions of Paynovate;
- to respond to claims against Paynovate regarding Personal Data that violate any rights of third parties;
- to safeguard the rights, property and safety of Paynovate, its employees, users, and the general public.

Paynovate may disclose your Personal Data to competent police or judicial authorities or other official government authorities if Paynovate deems this useful or necessary, in its sole discretion, for the investigation of fraud, intellectual property infringement or any other harmful activity, or if Paynovate reasonably suspects that such activity may expose Paynovate or you to any liability.

## 13. LIABILITY

If Paynovate has legitimately transmitted your Personal Data to a third party (not being one of its aforementioned legitimate Third-Party Partners, Processors, or Subsidiaries), Paynovate shall not be liable for any unlawful Processing or unlawful use by that third party.



Under no circumstances does Paynovate accept responsibility for any direct or indirect damage resulting from faulty or unlawful use of the Personal Data by a third party (not being a Processor or Subsidiary).

Paynovate is also not liable when third parties Process or use your Personal Data illegitimately and Paynovate has taken the appropriate technical and organizational measures to go against such illegitimate Processing or use.

Paynovate is in any case only liable for the damage caused by Processing of Personal Data if it did not comply with its specific obligations of GDPR. Paynovate shall in no event be liable for any special, incidental, indirect or consequential losses or damages.

#### **14. APPLICABLE LAW AND COMPETENCE CLAUSE**

This Statement shall be governed, interpreted, and implemented in accordance with Belgian law, which applies exclusively in the event of any dispute.

The Courts of Brussels are exclusively competent to decide on any dispute that may arise from the interpretation or implementation of this Statement, without prejudice to the consumer's right to present a dispute before the competent court on the basis of a mandatory statutory provision.