

Privacy Statement

Version 24 May 2023

THE MINGGO PLATFORM DOES ITSELF NOT STORE DATA OF CUSTOMER AND DATA OF THIRD PARTIES PROVIDED BY CUSTOMER (UNLESS EXPLICITLY AGREED OTHERWISE). MINGGO DOES NOT ARCHIVE OR BACK-UP ANY DATA PROCESSED USING THE MINGGO PLATFORM, NOR DOES MINGGO ACCEPT ANY LIABILITY RELATED THERETO.

1. Definitions

- 1.1. **“MINGGO”**: HRLINKIT BV with enterprise number BE 0474.404.927 and registered office at Goudfazantenlaan 5 bus A, 3011 Leuven (Belgium).
- 1.2. **“Personal Data”**: any information relating to an identified or identifiable natural person; an identifiable natural person is a person 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 MINGGO Platform for its legitimate commercial purposes.
- 1.4. **“MINGGO Platform”**: MINGGO’s software platform to which the Customer has access upon subscription.
- 1.5. **“Data Protection Legislation”**: Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

2. Personal Data

- 2.1. In order to allow Customer to use the MINGGO Platform, MINGGO processes a limited number of Personal Data received from Customer:
 - 2.1.1. Information that Customer provides upon subscription namely, name, company name, e-mail, telephone number, IP address and Personal Data included in the message.
 - 2.1.2. Information provided in order to receive a subscription and personal account to the MINGGO Platform, namely, company name, VAT number, name of the authorized representative, name of the employees needing a personal account of behalf of the company, name of the key user, address, e-mail addresses, phone numbers, account number for invoicing.
 - 2.1.3. Communication and correspondence with Customer.
- 2.2. If information is provided by Customer via a form, the fields indicated with a (*) strictly are necessary for the purposes for which they are processed. If these are not filled in, the submission of the form will not be executed and the subscription cannot be completed.
- 2.3. MINGGO processes Personal Data to carry out the subscription agreement between MINGGO and Customer. The Personal Data of Customer are used to:
 - 2.3.1. Offer or execute the access to the MINGGO Platform;
 - 2.3.2. Allow Customer to use the MINGGO Platform;
 - 2.3.3. Allow Customer to connect the MINGGO Platform with datasources held by the Customer;
 - 2.3.4. Allow Customer to connect the MINGGO Platform with third-party software or application interfaces;
 - 2.3.5. Manage incidents notified by Customer when using the MINGGO Platform;
 - 2.3.6. Notify Customer on the updates or upgrades to the MINGGO Platform;
 - 2.3.7. Audit the use of the MINGGO Platform;
 - 2.3.8. Verify the compliance between the use and the subscription plan;
 - 2.3.9. Perform account administration;
 - 2.3.10. Comply with applicable law.

- 2.4. 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.
 - 2.5. If the processing of Personal Data is done using software applications or application interfaces from a third-party provider used in or purchased through the MINGGO Platform, specific terms of use and the privacy policy of the third-party provider will apply.
- 3. Disclosure of your information**
- 3.1. MINGGO does not sell or rent the Personal Data to third parties.
 - 3.2. Within MINGGO Personal Data are only made available to its staff and subcontractors on a need-to-know basis.
 - 3.3. MINGGO may disclose or share Customer's Personal Data when required by law, or to enforce or apply the Subscription Terms MINGGO, to protect MINGGO's rights, property and safety. This includes exchanging information with third party-companies and organisations for the purposes of fraud protection and credit risk reduction.
 - 3.4. MINGGO 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.
- 4. Security**
- 4.1. Although MINGGO undertakes its best effort in protecting Customer's Personal Data, MINGGO cannot guarantee the total security of Personal Data processed by Customer's using the MINGGO Platform.
 - 4.2. MINGGO takes appropriate technical and organisational measures to prevent unauthorised access to the Personal Data processed using the MINGGO Platform.
 - 4.3. Customer may decide when using the MINGGO Platform for instance to increase the level of security by implementing or integrating identity, user authentication or access security management software. If the Customer selects a software application in the MINGGO Platform, Customer will adhere automatically to the terms of use and privacy policy of the third-party provider of such software. The Customer itself is responsible for ensuring or verifying that it has received itself consent from a data subject or that the third-party provider of such software has received consent from a data subject or has a legal basis for such data processing activities.
- 5. Storage and retention of Personal Data**
- 5.1. The Personal Data that MINGGO collects from Customer are transferred to any data-servers hosted in any country of the European Economic Area ("EEA").
 - 5.2. Upon instructions of the Customer and at the latest within one (1) year after termination of the subscription, MINGGO will delete all Personal Data from the MINGGO Platform.
- 6. Transfer outside the EEA**
- 6.1. MINGGO may enter into agreements with subcontractors outside the EEA such as for instance the UK or the US. The level of data protection in countries outside the EEA may be less than the level of data protection offered within the EEA.
 - 6.2. When Personal Data are transferred to any data-servers in the UK or the US, MINGGO will undertake its best effort to assure an adequate level of protection and safeguards as set forth in Data Protection Legislation with the recipient of Personal Data.
 - 6.3. Customer agrees that a transfer outside the EU is permitted when it is necessary for the purpose of legitimate interests of both the Customer and MINGGO.
- 7. IP addresses and cookies**
- 7.1. MINGGO may collect information about Customer's computer, including where available IP address, operating system and browser type, for system administration and to report aggregated information to Customer. This is statistical data about Customer's browsing actions and patterns and does not identify any Personal Data.
 - 7.2. For the same reason, MINGGO may obtain information about Customer's usage of the MINGGO Platform by using a cookie file which is stored on the hard drive of Customer's computer. Cookies

contain information that is transferred to Customer's computer's hard drive. They help MINGGO to improve the access and use of the MINGGO Platform.

- 7.3. Customer may refuse to accept cookies. However, if Customer selects this setting Customer may experience reduced ease of use of the MINGGO Platform. Unless Customer has adjusted the settings so that it will refuse cookies, the MINGGO Platform will issue cookies when Customer logs on to the MINGGO Platform.

8. Aggregated statistics

- 8.1. MINGGO may collect statistics about the behaviour of Customers and use of MINGGO Platform. For instance, MINGGO may monitor the most popular parts of the MINGGO Platform, the applications and functionalities most used, and the number of connections to external datasources.
- 8.2. MINGGO may display this information publicly or provide its Customers or third parties with expert reports or benchmarks. However, these data are anonymized and therefore not considered Personal Data.

9. Customer rights

- 9.1. 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.
- 9.2. All these requests should be addressed to privacy@minggo.io or can be addressed in writing to the Data Protection Officer (DPO) of MINGGO, Wiedauwkaai 23G, 9000 Gent (Belgium).

10. Changes to the Privacy Statement

- 10.1. MINGGO has the right to make changes to this Privacy Statement.
- 10.2. Any changes MINGGO may make to the Privacy Statement in the future will be notified to Customer by email or through the MINGGO Platform.