

## END-USER TERMS OF SERVICE

CVTrust SA, is registered in the Belgian Companies Register under number 0819.649.109 and its registered office is situated 231, avenue Louise (Silversquare) at 1050 Brussels (Belgium), [support@cvtrust.com](mailto:support@cvtrust.com), (“**Supplier**”).

The present End-User terms and conditions of service (“**the End-User Terms**”) apply to any Services rendered by the Supplier.

### 1. Definitions

The following capitalized terms shall have the meaning as set forth herein:

Account	A personal account for End-Users to access and manage their Electronic Documents on the Platform. To create an End-User Account, the End-User must accept the Supplier End-user Terms.
Account Data	All data, including the Electronic Document(s) and other personal data, related to End-Users, required or used in relation to the creation of an End-User Account, such as of the full name and e-mail address.
Activation Period	Limited time period, chosen by the Client, during which the End-User may activate their Electronic Document(s).
Activation Invitation	An e-mail sent through the Platform to the End-User in order to activate and create the Electronic Document (when no previous account exists).
Activation Data	The data, including personal data, related to End-Users which a Client uploads to the Platform in order to create Electronic Documents.
Banner	An additional feature to the Services, which allows for the Client to use the space around the Electronic Documents to post messages or information online.
Client	Any entity or person that has contracted the Services.
Client Materials	Documents, drawings, plans, designs, models, data, documentation, texts, software, source code, object code, databases or other materials provided by the Client.
Confidential Information	Any data, information, know-how, documentation, or other materials in whatever form exchanged in the framework of the Agreement, which is relevant to one of the Parties’ commercial or professional activities, customers, products, developments, processes or any other materials which by their nature should reasonably be handled as being confidential.
Data Protection Laws and Regulations	GDPR, the 2002/58/EC Directive on Privacy and electronic communications, any further EU legislative acts that may repeal, amend, or otherwise complement the aforementioned acts, as well as – as may be applicable into account territorial applicability/competence - any implementing or national legislation or governmental regulations, relative to the foregoing EU acts or to data protection in general.
Electronic Document	The electronic version of a physical document or an original electronic version of a document issued by the Client to the End-User through the Services.
End-User	Any person to which the Client has granted an Electronic Document.
Trial Period	The limited period of time for which the Client is granted access to the Services and Platform for evaluation purposes only, as set out in clause <b>Error! Reference source not found.</b>
Force Majeure	Any event beyond the reasonable control of the Supplier that affects the execution of its obligations under the Agreement, including but not limited to natural disasters, riots, war and military operations, national or local emergencies, actions or omissions of the government, economic disputes of whatever nature, actions of employees, fire, flooding, lightning strikes, explosions, collapses, as well as any

	action or omission of a person or entity beyond the reasonable control of the Supplier.
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, and repealing Directive 95/46/EC (General Data Protection Regulation)
Intellectual Property	Any copyrights, including copyrights on software, all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), sui-generis database rights, design rights, Confidential Information (including trade secrets and know-how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific or artistic fields including rights in, or related to, all discoveries, improvements, new concepts and ideas and any similar right recognized from time to time in any jurisdiction.
Offer	The commercial offer, made by the Supplier to the Client, regarding the performance of Services, under a personalized Enterprise Service model Agreement.
Party or Parties	Respectively, either individually the Client or the Supplier, or both collectively.
Platform	Refers to the proprietary software portal through which the Supplier provides Services to the Client to issue and manage Electronic Documents.
Services	All the services the Supplier provides to the End-User, including access to its proprietary software and Platform, which allows the End-User to access and manage its Electronic Documents.
Supplier	CVTrust SA, a Belgian registered company under number 0819.649.109 and its registered office is situated 231, avenue Louise (Silversquare) at 1050 Brussels (Belgium), <a href="mailto:support@cvtrust.com">support@cvtrust.com</a> .
End-User Terms	Refers to the present terms and conditions of service, which apply between the End-user and the Supplier.
Website	The Supplier's internet website, accessible at the address <a href="http://www.smartcertificate.com">www.smartcertificate.com</a> .

## 2. Agreement between the Parties and the Application of the Terms

- 2.1. By activating the Electronic Document and creating an Account, the End-User agrees to be bound by these End-User Terms. The Parties have agreed, in full knowledge and understanding of the circumstances and consequences, taking into account the nature of the Services, to the following End-User Terms and deem that all End-User Terms are fair and represent the Parties' intentions.
- 2.2. The Supplier reserves the right to modify the End-User Terms over time in the event of the addition of new Service features, a change to the nature of Services, a fundamental change in circumstances which affects the balance of the agreement, or in the event of a legal change. The End-User shall be notified of any changes and the update to the End-User Terms.
- 2.3. The entire agreement between the Parties regarding the Services shall be constituted of the End-User Terms.
- 2.4. Any electronic communications between the Parties shall be considered as equivalent to written communications. The Parties accept and understand that most communications shall be through electronic means and the Parties accept such means as valid probatory elements, including any digital (acceptance) logs.

## 3. The Supplier Services

- 3.1. The Supplier provides a software application, accessory services, and access to the Platform for the purposes of the creation, grant, and management of Electronic Documents. The creation and grant of Electronic Documents are Services rendered to Clients for the benefit of End-Users.
- 3.2. The lifecycle management of Electronic Documents is a Service provided directly to End-Users, this covers the secure storage of all Electronic Documents issued by Clients to End-Users over time and making them available to third parties at the End-User's determination.
- 3.3. The Supplier guarantees the integrity of the Electronic Document, the authentication of the Client (i.e., that the Electronic Document was granted by the Client), and the validity of the Electronic Document.
- 3.4. The Supplier may make additions, feature adjustments to Services or other non-substantial modifications to the Platform and Services. The End-User acknowledges that the Platform and Services shall evolve and be updated overtime.
- 3.5. The Supplier shall provide general support services to Clients, including maintenance and updates regarding the functioning of the Platform. To this end, the Supplier shall have access to End-Users' Account and Electronic Documents, as may be necessary to perform the aforementioned tasks requested by the Client and/or to respond to any specific End-User requests.

#### **4. The Role of the Client**

- 4.1. The Client is responsible for the issuance, annulment, and revocation of Electronic Documents. The Client is liable for any representations regarding the issuance of the Electronic Documents (i.e., ability and decisions to endow any titles or accreditations they may grant or recognize).
- 4.2. The End-User shall address all enquiries regarding the issuance, annulment and revocation of Electronic Documents, including any requests regarding formal or material errors, to the Client.
- 4.3. The Client is also sole responsible for any names, signs, any logos, or any other content it provides, or it uses commercially and in relation to the Electronic Documents and/or their appearance on the Platform, including any Banners.

#### **5. End-User Account**

- 5.1. To benefit from the Services the End-User must create an Account, which entails the acceptance of the present End-User Terms. When a Client first grants Electronic Documents to an End-User, the End-User shall receive an Activation Invitation allowing them to create an Account.
- 5.2. For subsequent grants of Electronic Documents, Clients may either automatically incorporate Electronic Documents into existent End-User Accounts or send separate Activation Invitations (per Electronic Document).
- 5.3. An End-User can request the deletion of their Account at any time through the Platform. This will terminate their Account. All Electronic Documents linked to the Account shall also be deactivated and erased, even if the Client remains a Service beneficiary of the Supplier.

#### **6. Third-Party Consultation of the Electronic Document**

- 6.1. The End-User can select the different Electronic Documents that they wish to make available for third parties to consult through the homepage of their Account.
- 6.2. The hyperlink to the Account homepage or of the individual Electronic Documents shall make respectively the Account homepage page or the Electronic Documents available to any person or entity consulting it. The End-User is responsible for controlling the publication of the hyperlink or PDF form of the Electronic Document.
- 6.3. The Client retains the right to consult any Electronic Documents it has issued.

## **7. Account Management**

- 7.1. An End-User can change the e-mail address associated with their account by changing the address registered in their Account.
- 7.2. An End-User can request to merge two Accounts by writing to [support@cvtrust.com](mailto:support@cvtrust.com). The procedure can take 3-7 business days. Different documents, such as proof of identity, may be requested by the Supplier and verification steps may be further required to ensure the End-User's identity.

## **8. Activation Data and Electronic Document Creation**

- 8.1. The Client is responsible for the choice of the Activation Data provided, as may be required to issue Electronic Documents. Any questions regarding Activation Data must be addressed directly to the Client.
- 8.2. The Client shall send an Activation Invitation to End-Users to access Electronic Documents. The End-User must create an Account when accepting the very first Activation Invitation they receive in order to access the Electronic Document(s).
- 8.3. If an End-User has an existent Account, the Client can choose for Electronic Documents to be automatically integrated into the End-User's existent Account.

## **9. Activation Period**

- 9.1 The Activation Invitation may be valid for a limited period of time, as set by the Client (Activation Period), in which case the End-User must create an Account before the expiry date, otherwise the Activation Invitation shall expire, in which case the End-User will not be able to activate and access the Electronic Document.
- 9.2 Should an End-User wish to activate their Electronic Document after expiry of the Activation Period, the End-User must contact the Client directly to make their request, through independent means.

## **10. Revocation of the Electronic Documents**

- 10.1. The Client can annul the grant of an Electronic Document prior to its activation by an End-User. If the Electronic Document has not yet been activated by the End-User, then the initial activation link shall be terminated and shall return an error message.
- 10.2. The Client may annul or revoke an Electronic Document that has been activated by an End-User on the basis of the Client's internal regulations or any applicable relevant legislation. The Client

shall only annul or revoke the Electronic Document concurrently with any physical document (if applicable).

- 10.3. Once annulled or revoked the Electronic Document and any annexes shall no longer appear in the End-User's Account. Any third-party's attempt to verify the integrity or validity of or authenticate the Electronic Document will return an error message.
- 10.4. The End-User shall be notified by e-mail of the Client's decision and justification for annulling or revoking the Electronic Document.
- 10.5. The End-User should address any claims regarding the annulment or revocation of an Electronic Document to the Client directly.

## **11. Termination and Account Suspension**

- 11.1. The Agreement is entered into for an indefinite duration.
- 11.2. The End-User can terminate the Services for convenience at any time, by written notice to the Supplier by registered letter, fax or e-mail with acknowledgement of receipt addressed to the Supplier Notification Information. This implies the termination and erasure of the End-User Account. Instructions in this respect are provided for on the Platform. The termination is done manually by the Supplier and may take 3-6 business days.

The End-User can request the erasure of the account through the Platform at any time in compliance with the applicable procedure.

- 11.3. The Parties can terminate the Agreement, at any time with immediate effect, without the prior intervention of a court and without indemnity, upon notice by any written means of communication (including by registered letter, fax or e-mail with acknowledgement of receipt) in the event of material breach by the other Party of its obligations under the Agreement, either i) immediately, if the breach is not curable, or in the case of fraud, impersonation, or other malicious or illicit activity or ii) if the breach is curable, after the other Party fails to cure such breach within thirty (30) days of receiving written notice to that effect.
- 11.4. The Supplier can suspend any Account, without prior notice and without any indemnity being due, should it suspect any fraud, violation of the End-User Terms, malicious activity or other illicit behaviour by an End-User.

Under no circumstances shall the deactivation or the suspension of an Account give rise to any damages or compensation to be paid to the End-User by the Supplier.

- 11.5. Notice to the Supplier shall be addressed to the Supplier Notification Information. The Supplier shall address any notifications due to the End-User to any postal address or e-mail address in the End-User's Account.

## **12. Consequences of Termination**

- 12.1. Once the End-User has terminated Services all Account Data and access thereto shall be deleted. The End-User has a period of five (5) days (as from the date of the notice request) to

change their mind, within this period Account Data can be recuperated and reinstated. Past this five (5) day period, Account Data shall be definitely erased and irrecoverable.

### **13. The End-User's Obligations**

13.1. In the performance of the Agreement, the End-User undertakes to respect the applicable laws and the End-User Terms and not to infringe any third-party rights.

13.2. The End-User undertakes:

- To respect Supplier's Intellectual Property rights and not reverse engineer, decompile, discover the source code or otherwise attempt to interfere with the Supplier's Intellectual Property rights;
- To use the Platform and Services in a reasonable, honest, and loyal manner for its intended purposes only and not subvert any features;
- To only communicate loyal, accurate, and reliable information and to regularly update it;
- To only disclose and use any personal data in conformity with data protection laws;
- To only disclose information the End-User is legally authorized to disclose without violating any third-party rights or applicable legislation;
- To keep all Account access information, including passwords, confidential;
- Not to communicate, promote, or distribute, in any form or nature whatsoever, content or links that violate or harms third party rights, is defamatory, injurious, threatening, obscene, offensive, hateful or of a violent nature, or which incites violence, or which is of a political, racist, xenophobic, pornographic nature, or any content which in general can reasonably considered contrary to public order and good mores;
- Not to communicate or promote content in breach of criminal law, in particular child pornography, paedophilia, debauchery, racism, xenophobia, publicity for offers of services of a sexual nature, the sale of drugs, etc;
- Not to communicate content that may infringe third party intellectual property rights or related interests;
- Not to send any commercial, promotional, or other chain e-mail or spam messages to other End-Users through the Platform;
- Not to promote third party services that directly compete with the Services;
- To behave in good faith, honestly, and loyally towards the Supplier, other End-Users, and any other users;
- Not to knowingly post transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, mass messages, "deep link", "page-scrape", "robot", "spider" or any other means, program, method, algorithm, or other similar harmful software that could interfere with the functioning of the Site ("Malicious Software") in relation to the Website and Services.

13.3. In the event of the End-User's violation of any of the obligations above, the Supplier reserves the right to immediately deactivate the End-User Account, prohibit access to and subsequent registration on the Website, and to claim compensation for damages suffered.

13.4. The End-User shall be liable for all activity conducted by its Account.

### **14. Liability**

- 14.1. The Supplier shall only be liable to the End-User, regarding any type of liability (contractual, tort or otherwise), over the entire contractual relationship, for any direct damages stemming from its gross negligence or gross breach (*faute lourde*), for an amount equal to five thousand (5.000) EUR.
- 14.2. The Supplier shall not be liable, in any event and for any type of liability, for any indirect damages, such as loss of profits, loss of investments, loss of goodwill, or reputational damages, the End-User may suffer as a result of the Supplier's violation of the Agreement or any other event triggering its liability.
- 14.3. Any claims made by the End-User must be introduced within the shortest of the two time periods: within 6 months of becoming aware of the prejudicial event or when they ought to have become aware of the event or within 6 months of having grounds to make the claim. Unless the End-User notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the End-User shall have no liability for that event. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 14.4. Any visitors to the Website, including Clients, End-Users, or any third parties, are responsible for conducting their own due diligence and their use and application of any information, including any business decisions or assessments made in relation thereto.
- 14.5. The Supplier may communicate any information, including the Client's or End-User's Confidential Information, at the request of any Governmental authorities. The Supplier cannot be held liable for any damages the Client may suffer as a result of the communication of said information to the authorities.
- 14.6. The Supplier Website and Platform may include hyperlinks to third party websites, sources or services. The Supplier does not control these external sources and may not be held responsible for any content, products or services they offer.
- 14.7. In the event of fraud, impersonation, malicious activity or other illicit activity related to the Services, the Supplier reserves the right to remove, cancel, and/or erase all the Client's or End-User's Electronic Documents and any data provided on Platform. This removal or erasure is complete and shall affect the Client's and all End-User Accounts, without any damages or other compensation of any kind being due to the Client or End-User.

The End-User shall hold harmless and indemnify the Supplier with regard to any losses, paid compensation, damages or other expenses suffered by the Supplier in relation to third-party claims connected to the End-User's fraud, impersonation, malicious activity or other illicit activity related to the Services.

## **15. The Supplier's Representations and Warranties**

- 15.1. The Supplier's undertakings set forth in the present End-User Terms are obligations of means.
- 15.2. The Supplier represents and warrants that it holds the necessary rights to provide Services and operate the Platform.
- 15.3. The Supplier ensures that the Services shall function substantially in accordance with the different End-User Terms.

- 15.4. The Supplier is not responsible nor liable for the default, Service interruption, or other disturbances related to the hosting of data and/or the provision of electronic communications services, which the Supplier procures from a third-party provider. The Supplier uses a third-party hosting service provider with dedicated servers.
- 15.5. The Supplier shall ensure a 98% availability rate of the Services. However, Supplier cannot be held liable for any Service availability interruptions due to the fault or interruptions of third-party service providers (such as a hosting providers) or for reasons of force majeure. The End-User understands that technical errors can occur, and that the Supplier will provide its best efforts to remedy any Service availability interruptions.
- 15.6. The Supplier may temporarily interrupt or suspend access to the Platform and/or Services for reasons of maintenance, updates, technical improvements, development to the Platform and Services, or other reasonable interventions to safeguard or improve the functioning for the Platform and Services. Maintenance, updates or any other type of intervention on the Platform and Services shall be planned to occur outside of normal business hours CET, except for any urgent or security-based interventions, which shall be immediate at any time of day.

## **16. Intellectual Property**

- 16.1. The interface, logos, graphic elements, photographs, animations, videos, text, and any other content provided through the Website, Services, or Platform, as well as all Intellectual Property attached thereto are owned by or licensed to the Supplier and may not be used in any manner without its express authorisation.
- 16.2. All Intellectual Property rights vested in the Platform and Services belong exclusively to the Supplier. For the avoidance of doubt, the Supplier is the proprietor of all databases, including Intellectual Property rights vested therein, connected to the use of Services.

The Client and End-Users are granted a limited, personal, non-sublicensable, world-wide, license to use Platform and Services as necessary for their intended purpose in accordance with the present Terms, for the duration of the Agreement. This license includes the right to use the US Patent 9,112, 730 (B2), entitled Centralized Method for Certifying Credentials.

- 16.3. The Supplier shall be the sole owner of any Intellectual Property rights that arise or are developed in the course of the performance of the Services, except with regard to any copyrights over the Electronic Documents which have been designed and created by the Client, which shall belong to the Client.
- 16.4. The End-User is prohibited from modifying, copying, reproducing, downloading, reverse engineering, discovering the source code, transmitting, decompiling and compiling, exploiting commercially or otherwise distributing in any manner, the Website, Platform, Services, or any other software or Intellectual Property attached thereto.

## **17. Miscellaneous**

- 17.1. If any provision of the Agreement is deemed unlawful, void or unenforceable, then that provision is deemed severable from the Agreement and the remaining provisions are still valid and enforceable. The Parties shall negotiate a replacement clause in line with the original intent of and as close as possible to the provision deemed unenforceable.

- 17.2. The failure of the Supplier to enforce any right or provision of the Agreement will not be construed as a waiver, any waiver of rights must be done in writing.
- 17.3. The titles and headings of the sections are for convenience only and shall not affect the interpretation of any provision of the Agreement. The use of the term ‘including’ shall not be read as limitative but merely illustrative.
- 17.4. Any provisions of the Agreement, which the Parties clearly intended to survive the termination of the Services, shall continue to apply, such as for example, any Intellectual Property provisions and liability or indemnity clauses.
- 17.5. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of Belgium, excluding any conflict of law provisions.
- 17.6. Any disputes arising out of or in relation with this Agreement shall be finally settled under the CEPANI Rules of Arbitration by one or more arbitrators appointed in accordance with those Rules.

The arbitral tribunal shall be composed of one or three arbitrators, depending on the value of the claim. For claims of under 250.000 EUR, one arbitrator shall decide, and three arbitrators shall decide the dispute for all claims exceeding said threshold.

The seat of the arbitration shall be Brussels. The arbitration shall be conducted in the English language. The laws of Belgium, excluding any conflict of laws provisions, shall be applicable.

This is without prejudice to the End-User’s rights to jurisdiction under applicable consumer protection law.

A consumer can also use the Online Dispute Resolution platform created by the Commission available at <https://ec.europa.eu/consumers/odr/>.

- 17.7. Any conflict that may arise shall first be subject to an amicable resolution, except for uncontested invoices, only to the extent that the Parties are not able to resolve their difference amicably, can the Parties resort to an arbitration procedure.

## **PERSONAL DATA PROCESSING PROVISIONS**

Words and expressions used hereinunder but not defined shall have the meanings given to such words and expressions in the GDPR.

Supplier has nominated a DPO, who can be reached at [dpo@cvtrust.com](mailto:dpo@cvtrust.com).

### **18. Data Processing Controllers and Activities**

- 18.1. The Supplier acts as an independent controller of Account Data in particular with regard to Account administration activities and the lifecycle management of Electronic Documents, including their retention over-time and their making available to third parties.
- 18.2. Once the End-User has created an Account the Supplier shall be considered as an independent controller with respect to the Account Data.

18.3. The Client acts as an independent controller of Activation Data for the creation and issuance of Electronic Documents, including the revocation and annulment of Electronic Documents. For more information regarding the Client’s personal data processing activities, the End-User should consult the Client.

Supplier acts as a processor on behalf of the Client in relation to the creation, granting, and/or or revocation/annulment of Electronic Documents. Any questions on these topics should be addressed to the Client.

**19. Description of Data Processing Activities**

<i>Personal Data</i>	<i>Purpose</i>	<i>Legal basis</i>	<i>Storage</i>
Such as: Name; Email; Log-in information; Other identification data, such as birthdate or physical address; credentials/Electronic Document; Personal data points required by the Client for the granting of credentials.	To provide Services; including to manage the life cycle of the Electronic Document and certify the accuracy of Electronic Documents, including making it available to third-parties.	The performance of a contract the End User is a party to (the End-User Terms) for the performance of Services, when creating an Account.	Personal data will be processed and stored as long as an End-user keeps an active Account and 50 years as from their last date of connection/use of the Account.  Once an Account has been terminated, the personal data shall be deleted within 5-days.  Any personal data that may give rise to legal effects may be archived for evidentiary purposes for a period equal to the statute of limitation (most often 10 years) or any legally prescribed retention period.
Such as: Email address, communications, Electronic Document	To respond to and manage End-User ad hoc requests, assistance, merging of Accounts, etc.	The performance of a contract the End User is a party to (the End-User Terms or the specific request made by the End-User) for the performance of Services and all accessory services	Persona data will be processed and stored as long as necessary to perform the specific request.
Such as: Name; Email address.	To send promotional materials regarding Service updates, feature additions, events, etc.	Consent	Personal data will be processed and stored so long as the End-User is subscribed to

<p>Such as: IP address; Logs of Service access; Statistics linked to Account use;</p>	<p>To evaluate, update, and manage the company's value, and Service offering/ technology.</p> <p>The fact that an end-user accepted the Electronic Document is tabulated to provide conversion statistics.</p> <p>Data about consultation and the different use of the Electronic Document is also collected but immediately anonymized.</p> <p>Personal data may be anonymized for the compilation of long-term statistics</p>	<p>Supplier's legitimate interest to provide and improve its services, maintain service levels, and by virtue of the Client's (granting authority's) rights/interest to oversee the granting of its credentials.</p>	<p>updates and has not opted-out</p> <p>The conversion statistic is a fact and is registered so long as the client and end-user accounts exist;</p> <p>Personal data will be processed and stored in order to fulfill any legal retention periods Supplier is subject to or for the duration of the statute of limitations. Any other usage statistics are immediately anonymized.</p>
<p>Such as: IP address; Logs of Service access and actions;</p>	<p>To manage and prevent security risks and service integrity, in particular IT security, monitoring of suspicious activity and fraud detection. Supplier may keep access logs, store back-ups, or carry-out other security activities which may involve the processing of personal data to ensure a high level of IT Security and prevent fraud/impersonation.</p>	<p>The performance of a contract the End User is a party to (the End-User Terms) for the performance of Services</p>	<p>Personal data will be processed and stored as long as necessary to ensure a high level of IT security in data back-ups, and to ensure non-reputability of actions.</p> <p>Any personal data that may give rise to legal effects may be archived for evidentiary purposes for a period equal to the statute of limitation (most often 10 years) or any legally prescribed retention period.</p>

**20. Recipients**

20.1. Your personal data may be shared with other Supplier affiliates or with any agents acting on behalf of Supplier as (sub)processors, as well as the Client (who retain access to Electronic Documents they have issued). We use different service providers for web hosting services and other accessory services necessary to support Services (see the Client Terms for some specific examples). We have taken the necessary GDPR compliance measures and will use best efforts to guarantee that these recipients process your personal data in compliance with the applicable requirements.

20.2. Should personal data be transferred to any recipients outside the European Economic Area, Supplier will use best efforts to ensure that the personal data is adequately safeguarded through the measures or exceptions provided for by the GDPR. For more information on the existence of such transfers (if any), please contact [support@cvtrust.com](mailto:support@cvtrust.com) or [dpo@cvtrust.com](mailto:dpo@cvtrust.com).

## 21. Security Measures

21.1. The Supplier has implemented appropriate technical and organizational measures, on par with industry standards, to ensure a level of security appropriate to the particular risks that are presented by personal data processing activities, in particular protecting personal data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed by the Supplier.

21.2. These technical and organizational measures will be kept up to date and on par with industry standards. It is understood by the Parties that the Supplier shall continuously review, revise, add to, and/or improve its security practices.

## 22. Personal Data Rights

22.1. As data subject you have the following rights:

- i. To request access to your personal data;
- ii. To obtain the rectification of any inaccurate personal data;
- iii. To obtain the erasure of personal data, under the applicable conditions;
- iv. To limit the processing activities to which the personal data is subject, under the applicable conditions;
- v. To receive your personal data in a structured, commonly used and machine-readable format, and have the personal data transmitted to another controller, under the applicable conditions;
- vi. If processing is based on consent, to withdraw consent at any time (although this does not impact the lawfulness of past processing activities);
- vii. To lodge a complaint with the national supervisory authority (<http://www.dataprotectionauthority.be/>, write to [contact@apd-gba.be](mailto:contact@apd-gba.be))

For more information on data protection rights, please consult: <https://autoriteprotectiondonnees.be/citoyen/vie-privee/quels-sont-mes-droits->

**Any questions regarding the processing of personal data or the End-User Terms should be addressed to [support@cvtrust.com](mailto:support@cvtrust.com) or [dpo@cvtrust.com](mailto:dpo@cvtrust.com).**