

PRIVACY POLICY & DATA PROCESSING AGREEMENT (DPA)

If Pingflow processes Personal Data of its Customer during the performance of the Services, the parties agree that this data processing agreement defines their obligations with respect to the processing and security of Personal Data in the context of the services provided by Pingflow. The data processing agreement will form part of the agreement between the parties.

At Pingflow, one of our top priorities is the privacy of our users. This privacy policy document outlines the types of information that is collected and stored by Pingflow and how we use it. If you have any further questions or would like more information about our privacy policy, please do not hesitate to contact us.

1. General and definitions

This Privacy Policy applies to Pingflow's collection and processing of Customer Data in connection with the use of the Software Services, including information relating to a natural person identified or identifiable under applicable data protection law to the extent included in Customer Data ("Personal Data"). All terms not defined herein shall have the meaning given to them in Pingflow's Terms of Service for Customers.

Capitalized terms in this DPA are definitions and are set out in this clause. All terms in this DPA that are not defined in this clause, but are defined in Pingflow's terms and conditions or in data protection legislation, will have the meaning ascribed to them either in the terms and conditions or in the data protection legislation.

Definitions :

"Contract" The order in combination with Pingflow's General Terms and Conditions in which the assignment performed by Pingflow to the Customer is described in detail.

"Confidential Information" All personal data and other information relating to processing, including the terms of the DPA.

"DPA" This Data Processing Agreement, including its annexes.

"Data Protection Legislation" Any legislation that applies to the processing of personal data, such as, but not limited to, the General Data Protection Regulation (GDPR), and any codes of conduct and/or local laws applicable to the processing of personal data.

"Force Majeure Event" means any event or circumstance, or any combination of such events or circumstances, which is beyond the reasonable control of the Affected Party and not otherwise attributable to it.

"Personal Data" means any personal data processed by Pingflow or its subcontractors in connection with any Service.

"Personal Data Breach" A breach of security or confidentiality resulting in the destruction, loss, alteration, unauthorized disclosure or accidental or unlawful access to personal data.

"Services" All services provided by Pingflow to the Customer.

"Third Party" All other parties and entities other than the Customer or Pingflow itself, such as Subcontractors, agents, other customers or business partners of Pingflow.

2. Instructions

In the context of the use of the Table powered by Baserow service, Pingflow will be considered as a data processor for the processing of the Customer's Personal Data.

Pingflow will comply with data protection legislation regarding the Customer's personal data.

Pingflow will only process personal data: a) for the provision of the Services; b) on the basis of documented instructions from the Customer, including, but not limited to, the instructions in this document; or c) if required by the laws of the Union or of a Member State to which Pingflow is subject. In this case, Pingflow will inform the Customer of this legal requirement prior to processing, unless such laws prohibit such notification.

Pingflow will inform the Customer as soon as possible if, in Pingflow's opinion, a Customer instruction violates the DPA or the law.

3. Security

Pingflow takes appropriate technical and organizational measures to protect Personal Data in accordance with Data Protection Legislation. The Parties acknowledge that security measures must be updated from time to time in order to comply with the Data Protection Legislation. Pingflow will therefore regularly assess and, if necessary, take any follow-up action to maintain compliance with the Data Protection Legislation.

2. Third-party service

This Privacy Policy does not apply to third-party applications or software that may integrate with Pingflow's Software Services ("Third-Party Services"), or any other third-party products, services or businesses. Pingflow may also develop and offer applications that connect the Software Services to a Third Party Service.

The Customer gives general permission for Pingflow to use Subcontractors. Pingflow will provide information about the Subcontractor upon request. If the Customer does not agree with a new Subcontractor, it will inform Pingflow as soon as possible and the Parties will discuss the possibilities of continuing the Services.

Pingflow will require all subcontractors to comply with the same obligations as Pingflow under the DPA.

Once activated, the provider of a third-party Service may share certain information with Pingflow. Customers and subscribing users should check the privacy settings and notices of these

Third-party services to understand which data may be disclosed to Pingflow. When a Service is activated, Pingflow is authorized to connect and access the information made available to it in accordance with this agreement with the third-party provider and any permission granted by the customer, including its subscribed users. However, Pingflow does not receive or store passwords from these Third Party Services when connecting them to the Software Services.

3. Data collection (only when using Table powered by baserow)

As part of the provision of the Software Services, Pingflow collects and processes the following categories of Customer Data:

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- Content created, generated, uploaded, transmitted or otherwise made available by the Customer or its Subscribing Users using the Software Services ;
 - For each subscribed user, Pingflow will collect at least the following information:

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- The first name, last name and email address of the subscribed User;
 - The company for the user created by the Customer
 - User name created by the Customer for each User to access the Software Services;
 - Information on access logs to Software Services ;
 - IP (Internet Protocol) address including geographical location
 - Date and time of use of the Software Services ;
 - device information assigned to IP address ;
 - Web browser settings ;
 - Cookie data.
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In connection with the provision of the Software Services, Pingflow will collect and process the following categories of data ("Usage Data"):

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- Service metadata: information about how registered Users use the Software Services.
 - Log data: information on access to and use of the Software Services recorded in log files. This log data may include Internet Protocol (IP) address, language preference, browser type and settings, calendar dates, browser and web pages accessed.

- cookie data and geographic location ;
- Device data: Pingflow collects information on the devices used by subscribing users to access the Software Services. This may include the operating system used, log data, device model, device settings, device language, etc ;
- Analytical data: Pingflow collects information on errors, logs, metrics used in problem resolution and other operational data such as overviews, reports and similar statistical analysis data;

Pingflow may use this information for any commercial purpose.

4. Usage data

Pingflow may also process customer data and/or usage data for the following purposes:

- To improve the Software Services and related product offerings;
- To communicate with the Customer or Subscriber Users by responding to requests, comments and questions.
- To protect and monitor the Software Services, to investigate and help prevent security problems and abuse;
- For billing, financial, accounting and auditing purposes; for compliance purposes, legal proceedings or as required by applicable laws and regulations.
- To send e-mails and other communications: Pingflow may send service emails, technical and administrative emails, messages and other types of communications to inform of changes in the Software Services, product offerings and important notices, such as security and fraud notices. These communications are considered part of the Software Services and the customer may not opt out of them. When usage data has been aggregated or anonymized so that it can no longer be associated with an identified or identifiable person or Customer,

Customer or Registered Users may, from time to time, provide suggestions, comments, ideas, corrections, enhancements, feature requests or other similar information regarding the Software Services in a variety of ways, such as participating in a discussion group, contest, activity or event, certification program or other educational program organized by Pingflow, requesting support, interacting with our social media accounts or otherwise communicating with Pingflow ("Additional Information"). Customer agrees that such Additional Information is given voluntarily and that Pingflow may use such Additional Information freely, at its sole discretion, without restriction or obligation of any kind, so long as such Additional Information does not include any Customer Data and/or Confidential Information.

In accordance with the French Data Protection Act and European Regulation 2016/679 (RGPD) you have the following rights in relation to your personal data:

- Right of access
- Right of rectification
- Right to erasure
- Right to limit processing
- Right to object to processing
- Right to portability of your data

In order to request the exercise of your rights, you can

please contact us at rgpd@pingflow.fr

5. Data hosting

Pingflow currently processes, stores and hosts Customer data mainly in France or in the European Union.

However, Customer data will most likely have a significant hosting presence in the region from which users access the Software Services. In order to optimize performance and improve delivery of the Software Services, Pingflow does not geographically restrict the movement of Customer data between territories, and it may therefore move as needed or required.

6. Service providers

Pingflow uses the following service provider for its infrastructure and data storage in connection with the provision of the Services:

Entity name	Description	Accommodation Country
Microsoft Azure	Hosting provider	France Europe
Scaleway	Hosting provider	France Europe
DigitalOcean	Hosting provider	Germany Europe
Amazon Webservices	Hosting provider	France Europe

Pingflow uses the following service providers to provide the Services:

- Baserow: "Table" no-code database (France- self-hosted)
- n8n: automation system (France- self-hosted)
- Mailjet: newsletter service (France)
- Pipedrive: CRM service (USA)
- Zammad: ticketing tool (France, self-hosted)
- Mautic service marketing (France, self-hosted)
- Discourse : platform support (France, self-hosted)

Pingflow uses the following service providers for ancillary support services:

- Google: Email and document storage, internal communication
- Glt: IT operations

Purpose of the processing of your personal data: to enable us to carry out our commercial prospecting by collecting only the data required to qualify our products and services.

and recontact them by email or telephone.

Data recipient

The personal data we collect is intended for our sales team.

7. Privacy

Pingflow will not disclose any Confidential Information in connection with the DPA unless expressly approved in writing by the Customer or otherwise permitted by the DPA. Pingflow will not disclose Confidential Information to any Third Party for commercial reasons.

Pingflow may share Confidential Information with its employees, Third Parties or Subcontractors to the extent necessary to perform the Services.

Pingflow will ensure that its employees, specific third parties and subcontractors are bound by the same privacy terms as Pingflow under the GDPR.

This clause does not apply insofar as the relevant information has fallen into the public domain without violating the DPA.

In the event of conflict with other contractual provisions between the parties concerning confidentiality, the DPA shall prevail.

8. Notification of personal data breaches

In the event of a personal data breach, Pingflow will inform the Customer without undue delay after becoming aware of the personal data breach. Pingflow will cooperate with the Customer to enable the Customer to respond appropriately to a personal data breach.

Pingflow will not inform data subjects or a regulator of a personal data breach unless required to do so by Union or Member State law. In this case, Pingflow will inform the Customer as soon as possible.

9. International data transfer

Pingflow may transfer Personal Data between member states of the European Economic Area (EEA); or to any country or territory outside the EEA offering an adequate level of protection (as determined by the published decision of the European Commission). Where such a decision is not in place, Pingflow may transfer Personal Data to a third country outside the EEA and will take all necessary measures as defined in the Data Protection Regulation (for example, by signing the applicable EU standard clauses).

10. Data retention

Pingflow will retain Personal Data for as long as necessary for the provision of the Services.

Unless otherwise agreed in writing, Pingflow will delete all Customer Personal Data, and will confirm in writing to the Customer that all Personal Data has been deleted: (a) at the Customer's written request; or (b) within 30 calendar days of the termination of this Agreement.

If Pingflow is unable to delete all of the Customer's Personal Data for technical reasons, or because Union law or the law of the Member States requires longer retention of the Customer's Personal Data, Pingflow will inform the Customer as soon as possible. In such a case, Pingflow will nevertheless take all necessary measures to: (a) come as close as possible to a complete and permanent return and/or deletion of the Customer's Personal Data; and (b) make the customer's personal data unavailable for further processing.

11. Liability

To the extent permitted by applicable law, Pingflow's contractual or non-contractual liability for damages arising out of or in connection with any failure to perform the Services shall be limited to the amount of invoices excluding VAT paid by the Customer during the 12 months preceding the date on which the failure occurred (for the first time) and which relate to the specific services provided for which Pingflow has failed.

In no event shall either party be liable for consequential damages, including loss of use, lost profits or business interruption, penalties, however caused or on any theory of liability in connection with the DPA. The limitations on Pingflow's total liability set forth in this clause shall not apply where they result from Pingflow's gross negligence or willful misconduct.

If, due to force majeure, Pingflow is unable to meet its obligations under this Agreement, Pingflow will inform the Customer as soon as possible.

12. Entry into force and termination

This DPA will enter into force on the date of entry into force in accordance with the agreement or on the date of commencement of the provision of services (whichever comes first).

Unless earlier terminated in accordance with the contract, this DPA will terminate automatically if Pingflow no longer has access to the Personal Data or no longer processes them for the Customer.

The DPA may be terminated by either party in writing with immediate effect if the other party : (a) is declared bankrupt; (b) has obtained suspension of payments.

Termination or expiration of the Agreement will not relieve Pingflow of its confidentiality obligations under the DPA or any other obligations that, by their nature, are intended to survive termination.

Amendments and additions to the DPA and its relevant annexes will only be valid and binding if agreed in writing and signed (digitally) by both parties.

13. Applicable legislation

In the event of a dispute relating to the interpretation, performance or supply of any obligation under this agreement, and in the absence of an amicable agreement between Pingflow and its customer, the dispute shall be submitted to the Lille Métropole court. This contract is governed by French law.

Contact

If you have any questions or requests, please contact us by e-mail at contact@pingflow.fr or rgpd@pingflow.fr.

Terms of use

Pingflow SAS
Head office: 3 rue des Teinturiers
59491 Villeneuve d'Ascq
Tel: 09 70 44 00 37
SAS au capital de 30 760€ -
SIRET : 792 600 009 00031 -
Code APE: 6202A
RCS Lille Métropole - France
Intracom VAT number: FR45 792 600 009