

Appendix- Privacy policy

The provisions of this Appendix apply to the processing of personal data carried out as part of the SaaS service performed under the Contract (hereinafter "Service").

It is understood that this appendix complements the provisions of the Contract.

Definitions

In this appendix, capitalized terms and expressions have the meanings specified below, whether used in the singular or the plural.

Documentation Refers to the information provided by Expensya in the form of user documentation accompanying the Service and / or which may take the form of an online help.

Personal data : Personal Data: Refers to the personal data that the Customer processes as part of the execution of the Contract, within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data, and repealing Directive 95/46 / EC and Law 78-17 of 6 January 1978 (known as the "RGPD"), this set Regulation referred to below as the "Applicable Regulations".

Service book: Refers to the document describing the special provisions regarding content, limitations, duration, Support, conditions of execution and billing applicable to the Service. In any case the provisions of the Livret Service prevail over the provisions of the present, unless express exemption provided for in this Agreement

Portal: Refers to the web services portal that Expensya provides to its customers. The Portal is accessible at <https://www.expensya.com> or any other site address provided by Expensya.

1. General principles

1.1. It is recalled that within the meaning of the Applicable Regulations and in the context of the execution of the Contract

- the Customer acts as the person in charge of the processing of Personal Data or, where appropriate, subcontractor of its customers;

-Expensya acts as a subcontractor only for the account and on the documented and lawful instructions of the Customer.

1.2 The Parties acknowledge that the fulfillment of the purpose of the Agreement and the use of the Service and its features in accordance with its Documentation constitute the documented instructions of the Customer.

Any additional instructions from the Client must be made in writing, specify the purpose and the operation to be carried out, it being understood that the implementation of any additional instructions will be subject to the acceptance by the Customer of the corresponding quote issued by Expensya.

Expensya undertakes to inform the Customer by any means within five (5) days of Expensya's knowledge of the instruction if, in its opinion, this instruction constitutes a violation of the Applicable Regulations.

1.3. It is understood that the Customer is the only one to have the mastery and knowledge, including the origin of the Personal Data processed during the execution of the Contract. The Customer guarantees to fulfill all his obligations as controller.

1.4. Expensya will delete the Personal Data and any copies according to the article "Restitution of Customer Data" of the Agreement unless the applicable law requires the retention of such Personal Data.

1.5. The Customer undertakes to inform Expensya during the signature of the Agreement, of the person to contact for any information, communications, notifications or requests as per this Appendix. In the absence of indication by the Customer, the signatory of the Contract will be considered as the person to contact.

1.6. Expensya may be required to transfer the Personal Data for the strict requirements of the execution of the Contract subject to prior notice to the Customer. In any case, Expensya is prohibited from transferring the Personal Data, without putting in place the appropriate tools to supervise these transfers in application of article 46 of the RGPD, outside:

- from the European Union, or
- the European Economic Area, or
- countries recognized as having an adequate level of security by the European Commission (convention 108), including the Tunisian subsidiary of Expensya: "Expensya Tunisia"

In any case, Personal Data remains located in one or more sites located in the European Union, unless otherwise stipulated in a Service Book.

2. Personal data security

2.1. Pursuant to Article 32.1 of the RGPD, the Client and Expensya agree to implement the appropriate technical and organizational measures to ensure a level of security adapted to the risks. The means implemented by Expensya are listed in a dedicated document whose latest updated version is available to the Customer upon request.

2.2. It is understood that Expensya is responsible for the security of the Service only for matters under its control. Thus, the Customer remains responsible for the security and confidentiality of its systems and its policy of access to the Service. It is his responsibility to ensure that the uses and configuration choices of the Service at his disposal meet the requirements of the Applicable Regulations. It is understood that Expensya has no obligation to protect personal data that is stored or transferred out of the Service by the Customer or by Expensya upon Customer's instructions

2.3. Expensya ensures that its personnel authorized to treat Personal Data agrees to respect its confidentiality.

3. Cooperation with the Client

3.1. Expensya undertakes to communicate to the Customer as soon as possible after receipt, any request or complaint, sent by any person concerned by the processing of his Personal Data made within the framework of the Contract.

As the controller, the Customer remains responsible for the response to the affected individuals and Expensya will not respond to such requests. However, given the nature of the processing of Personal Data, Expensya undertakes, through appropriate technical and organizational measures and to the maximum extent possible, to assist the Customer in fulfilling its obligation to comply with such data. solicitations.

3.2. Upon the Customer's written request, Expensya shall provide the Customer, at the Customer's expense, with any relevant information in its possession to assist him in meeting the requirements of the Applicable Regulations, which shall be the responsibility of the Customer as the controller of the Customer's data impact analysis relating to the protection of Personal Data carried out by and under the sole responsibility of the Customer, as well as the prior consultations with the CNIL that may occur.

4. Notification of Personal Data breach

4.1. Expensya shall notify the Customer promptly after becoming aware of any breach of the security of Personal Data resulting in accidental or unlawful destruction, loss, alteration, unauthorized disclosure of Personal Data transmitted, stored or otherwise processed, or unauthorized access to such Personal Data.

4.2. Expensya provides the Customer promptly as from the notification of the violation of the security of the Personal Data and as far as possible the following information:

- the categories and the approximate number of persons concerned by the violation;
- the categories and the approximate number of records of personal data concerned;
- the description of the likely consequences of the personal data breach;
- the description of the measures taken or that Expensya proposes to take to remedy the breach of personal data, including, where appropriate, measures to mitigate any negative consequences.

5. Subcontracting

5.1. The Client authorizes Expensya to use subcontractors to carry out the personal data processing activities on behalf of the Client strictly necessary for the performance of the Contract.

5.2. Expensya is committed to using subcontractors with sufficient guarantees over the implementation of appropriate technical and organizational measures to meet the requirements of the Applicable Regulations.

5.3. Expensya undertakes to contractually impose on its subcontractors a level of obligation at least as equivalent in terms of the protection of Personal Data to that set forth in this Agreement and the Applicable Regulations. Expensya remains responsible to the Client for this subcontractor obligations.

5.4. Expensya is committed to using only a subcontractor:

- established in a country of the European Union or the European Economic Area, or
- established in a country with a sufficient level of protection by decision of the European Commission under the Applicable Regulations, or
- Certified Privacy Shield if it is established in the United States, or

- having the appropriate guarantees in accordance with Article 46 of the GDPR.

5.5. The list of subcontractors of Expensya is provided upon the written request of the Customer. Expensya undertakes to inform the Customer of any addition or replacement of subcontractors as soon as possible. Where applicable, this information constitutes the prior information referred to in Article 1.6.

The Customer may submit his objections in writing within thirty (30) working days from receipt of the information. The Customer acknowledges and accepts that the absence of an objection within this period is equivalent to an acceptance on his part of the subcontractor.

In case of objection, Expensya has the opportunity to respond to the Customer to provide elements to remove these objections. If the Customer maintains his objections, the Parties agree to meet and exchange in good faith regarding the continuation of their relationship.

6. Compliance and audit

Expensya makes available to the Customer, by email and at the request of the latter, any document necessary to demonstrate compliance with the obligations of Expensya as a subcontractor under the Contract. Any other method of transmission of these documents will be done at the Customer's expense.

The Customer may request from Expensya additional explanations if the documents provided do not allow him to verify the compliance with the obligations of Expensya as a subcontractor under the Contract. The Customer then makes a written request to Expensya, by registered letter with acknowledgment of receipt, in which he justifies and documents his request for further explanation. Expensya is committed to providing an answer to the Customer as soon as possible.

If, despite the response of Expensya, the Customer questions the veracity or completeness of the information transmitted or in the event of imminent risks to the security of Personal Data, the Customer may conduct an on-site audit subject to compliance with the following conditions:

(i) the Client submits a written request for an on-site audit to Expensya, by registered letter with acknowledgment of receipt, justifying and documenting his request;

(ii) Expensya undertakes to provide a response to the Customer by specifying the scope and conditions of the on-site audit. The security of Expensya's information system and the data centers relying on their restricted access, the scope of an on-site audit will be limited to Expensya's processes to operate the Service as a subcontractor of the processing or processing Personal Data entrusted by the Customer to Expensya. The duration of the audit shall not exceed two (2) working days which will be invoiced by Expensya to the Customer according to the tariff of services in force at the time of the audit;

(iii) This audit assignment may be carried out by the Client's internal auditors or may be entrusted to any provider chosen by the Client, who is not a competitor of Expensya;

(iv) Auditors shall make a formal commitment not to disclose the information collected at Expensya regardless of the method of acquisition. The signature of the confidentiality agreement by the auditors must be prior to the audit and communicated to Expensya.

As part of the audit, Expensya will provide access to its premises, and in general to the documents and persons necessary for the auditors to conduct the audit in satisfactory conditions. It is understood that this audit should not lead to disrupted service operating.

The audit report will be made available to Expensya by the auditors before finalization, so that Expensya can make all its observations, the final report having to take into account and respond to these observations. The audit report will then be sent to Expensya and will be reviewed at a meeting between the Parties.

In the event that the final audit report reveals breaches of the commitments made in respect of the execution of the Service, Expensya shall propose a corrective action plan within a maximum of twenty (20) working days from the meeting between the parts.

It is understood that for the purposes of this clause, business day means a day between Monday and Friday and which is not a public holiday in metropolitan France.

Unless the circumstances change and the event justifies the implementation of an audit within a shorter period of time, audits can only be carried out by customer on site since during the initial period of the Contract and then once renewal period.

7. Description of the treatment

The nature of the transactions carried out on the Personal Data, the purpose (s) of the processing, the Personal Data processed, the categories of persons concerned and the duration of the processing are described in a dedicated document in the Portal (as this term is defined in the Contract).

FOR EXPENSYA

FOR THE CUSTOMER