

Privacy Policy

v0.6

proUnity NV, having its registered seat at Cours Saint Michel 30b , 1040 Brussels, RPR Brussels 0568.514.822, respects the right to privacy and protection of personal data of its users. All processing of personal data done on or via the proUnity Platform will therefore comply with the rules set out in this Privacy Policy.

1 IN GENERAL

1. This Privacy Policy is an integral part of the Terms and Conditions governing the access to and use of the Platform, as set out in clause 9.1 of the Terms and Conditions. As such, the terminology as defined in clauses 1.1 to 1.11 of the Terms and Conditions applies here as well.

2. The provisions of this Privacy Policy ensure compliance of all processing activities of proUnity pertaining to Users' access to and use of the Platform with the right to privacy and data protection as enshrined in article 8 of the European Convention on Human Rights and further specified by the Act of 8 December 1992 for the protection of privacy with regard to the processing of personal data (hereinafter: Data Protection Act).

3. The Data Protection Act outlines the conditions under which personal data of an individual, not a legal person, may be processed by the entity responsible for the processing, as well as the rights the individual can invoke vis-à-vis the responsible entity with regard to said processing. Hence, the provisions of the Privacy Policy only apply where the processing concerns personal data of a User – natural person.

4. proUnity is the responsible entity (or data controller) with regard to all processing related to a User's registration on and use of the Platform. For certain aspects of the processing proUnity will be jointly responsible with the Client or an Affiliated Organization, such as when the Client asks the User to sign a Work-for-Hire Agreement, keep timesheets via the Platform or gives a rating for the User's

performance. The responsible Client or Affiliated Organization warrants that they have collected the required consent from the User whose personal data they provide to proUnity and they indemnify proUnity against any claim that is the result of not successfully having collected such consent.

5. Notwithstanding the shared responsibility outlined in the previous clause, proUnity will be the primary point of contact for the User for all questions and concerns relating to the protection of the User's personal data when registering on and making use of the Platform. All such questions and concerns may be addressed to proUnity via e-mail at info@pro-unity.com.

6. The User declares to have read the Privacy Policy before he finalized his registration on the Platform and acknowledges to have been duly informed by proUnity of his legal rights as set out by the Data Protection Act. The User gives proUnity his free, specific, informed and unambiguous consent to process his personal data for the purposes and under the conditions outlined in this Privacy Policy. The User understands that this processing may involve the transfer of his personal data to Clients, Affiliated Organizations and third parties, and that such transfer may take place across national borders and even outside the EU.

7. proUnity is, however, the data processor for all personal data of Consultants processed on/or through the Platform by the Supplier. The Supplier shall be (data) controller. All commitments and obligations of proUnity as (data) processor are listed below in Article 2.

2 SUPPLIER'S PERSONAL DATA

1. The Supplier shall be considered a data controller for all data it processes from its Consultants (hereinafter referred to as personal data of the Supplier), by using proUnity's Platform, while proUnity shall be considered a processor. proUnity warrants and undertakes to comply with all applicable data protection legislation insofar it concerns the responsibilities of a processor. Supplier and proUnity recognize that between them that the provisions of this Article supersede any conflicting provision of the remainder of this privacy policy.

2. All processing of personal data coming of Suppliers, including a transfer of these data to a country outside the EEA, shall only take place upon written instruction of the Supplier. Supplier explicitly instructs proUnity in any case to process all personal data of its Consultants insofar as needed to provide the Core Services of its Platform as defined in the Terms and Conditions to the Supplier. proUnity shall, however, be explicitly prohibited to use the personal data of the Supplier for the following purposes:

- to enrich proUnity's own databases for its own commercial purposes;
- to make public Consultants' information on the Platform, unless these Consultants have registered themselves as independent Users.

3. The personal data of the Supplier shall be treated as strictly confidential by proUnity and only upon written instruction of Supplier shall proUnity makes these data available to third parties. Such written instruction can be given by the Supplier via the Platform by using the appropriate functionalities of the Platform to send personal data to a Client.

4. All staff members of proUnity shall be informed about their rights and duties with respect to processing personal data of the Supplier and shall be bound by a confidentiality obligation.

5. Parties acknowledge and agree that proUnity has the right to use subcontractors for processing personal data of the Supplier, but shall be obliged to inform the Supplier of the identities of these subcontractors upon the Supplier's simple request. proUnity shall ensure that all obligations to which proUnity is bound under this Article 2 shall also apply to its subcontractors.

6. proUnity shall take all necessary technical and organizational measures to protect the personal data of the Supplier and it shall provide the Supplier with all necessary information and support so that the latter may take the appropriate measures to protect the personal data. Both Parties shall assign a point of contact to whom all questions relating to the processing of personal data of the Supplier can be directed.

7. proUnity shall inform the Supplier as soon as possible of each infringement upon the security and safety of the personal data of the Supplier it processes.

8. Parties shall provide each other all necessary information, aid and assistance so that the rights of the data subjects can be fully respected. proUnity shall inform Supplier of all requests of data subjects it receives with regard to the personal data processed on behalf of the Supplier.

9. proUnity shall provide Supplier with all necessary information to allow Supplier to sufficiently assess that proUnity complies with its obligations under this Article.

10. If the Supplier no longer wishes to rely upon proUnity and terminates the Agreement, all personal data shall be, at the explicit choice of Supplier, either (a) be returned and the remainder destroyed or (b) be irreparably destroyed.

3 ORIGINS OF PERSONAL DATA

1. In most instances personal data will be collected directly from the User himself, especially when he registers on the Platform, thus creating his account and setting up his User Profile, and when he uses the Platform in the framework of a Work-for-Hire Agreement.

2. When personal data is collected from the User himself, proUnity only collects the data required for the purposes outlined below. proUnity cannot be held liable for perceived disproportionate processing of personal data if and when such processing is done only for the aforementioned purposes or similar purpose and involves personal data willingly provided by the User himself who has not formally invoked his right to opposition or deletion as set out below.

3. In a minority of instances personal data regarding a User may be collected from a Client, an Affiliated Organization or third party. Such collection of personal data from a different source than the User himself will only take place for providing Core Services or Complementary Services.

4 PURPOSES FOR PROCESSING

A User's personal data is processed on or via the Platform by proUnity for the following purposes:

1. The delivery of Core Services or Complementary Services by proUnity to the User via the Platform.
2. The performance of statistical analyses with regard to a User's use of the Platform, the Core Services and Complementary Services. For such analyses proUnity may invoke the assistance of a third party as processor, of whom proUnity will demand in writing the necessary assurances regarding transparency, security and confidentiality of the processing as made mandatory in article 16 of the Data Protection Act.
3. Contacting and informing the Users of initiatives, opportunities or promotions from proUnity, Clients or Affiliated Organizations. Such promotional messages may be posted on the Platform or sent via e-mail to the User. The User will be provided the opportunity to unsubscribe from receiving such promotional messages sent via email.
4. The offering of new or additional free or paid Complementary Services to the User.
5. The transfer of a User's personal data to the police or the judicial authorities as evidence or

if there are justified suspicions of an unlawful act or crime committed by the User through his registration on or use of the Platform.

6. For informing any third party in the context of a possible merger with, acquisition from/by or demerger by that third party, even if that third party is located outside the EU.

7. For the preservation of the legitimate interests of proUnity, a Client, an Affiliated Organization or a third party if and when a User's registration on or use of the Platform can be considered (a) a violation of these Terms and Conditions or the intellectual property rights or any other right of a third party, the Client or an Affiliated Organization (b) a threat to the security or integrity of the Platform or any services provided by proUnity or Affiliated Organizations, (c) a danger to the Platform due to viruses, Trojan horses, spyware, malware or any other form of malicious code, or (d) in any way hateful, obscene, discriminating, racist, slanderous, spiteful, hurtful or in some other way inappropriate or illegal.

5 CATEGORIES OF PERSONAL DATA

1. proUnity emphasises that the Platform is not intended to process so-called sensitive personal data belonging to the categories mentioned in articles 6, 7 and 8 of the Data Protection Act. These are *inter alia* data relating to race or ethnicity, political affiliations, religion, sexuality, health and judicial disputes. If and when the User includes such data in his account or User Profile, he does so at his own risk. The User will defend, hold harmless and indemnify proUnity for any legal action brought against her for violation of the prohibition to process such sensitive personal data.

2. Categories of personal data that are intended to be processed on the Platform include:

- identification data such as name and surname, postal and e-mail address, date and place of birth which allow to identify an individual User;
- data pertaining to professional skills and competences, generically described as professional credentials, which allow Clients to assess a User's suitability for a certain task;

- aggregated data obtained by connecting data from different sources such as different User Profiles, Platform usage histories, Client hiring histories etc. which allow the creation of aggregated profiles offering new insights in User demographics, behaviour etc.;
- any other data needed to access and use the Platform, and the successful delivery of Core Services and Complementary Services, such as data from social media as LinkedIn, device specific data such as browser type and IP address etc.

6 RIGHTS OF THE USER

1. The User has the right to request access to all personal data processed by proUnity pertaining to him. Subsequent requests for access addressed to proUnity that are manifestly submitted for causing nuisance or harm to proUnity, will not be dealt with.

2. The User has the right to ask that any personal data pertaining to him that are inaccurate, are corrected free of charge. In any case the User can correct a lot of these data himself by logging in into his account on the Platform. If a request for correction is submitted, such request shall be accompanied of proof of the flawed nature of the data for which correction is asked.

3. The User has the right to request that personal data pertaining to him be deleted if they are no longer required in light of the purposes outlined in section 3. However, the User needs to keep in mind that a request for deletion will be evaluated by proUnity against legal or regulatory obligations which may contradict such deletion.

4. The User has the right to oppose the processing of personal data if he is able to proof that there are serious and justified reasons connected with his particular circumstances that warrant such opposition. However, if the intended processing qualifies as direct marketing, the User has the right to oppose such processing free of charge and without justification.

5. The User who wishes to submit a request to exercise one or more of the rights listed in clauses 5.1 to 5.4 can send an e-mail to the e-mail address mentioned in clause 1.5. Such request should clearly state which right the User wishes to exercise and the reasons for it if such is required. It should also be dated and signed, and accompanied by a digitally scanned copy of the User's valid identity card proving his identity.

6. proUnity will promptly inform the User of having received his request. If the request proves valid, proUnity shall honour it as soon as reasonably possible and at the latest thirty (30) days after having received the request.

7 MISCELLANEOUS

1. proUnity shall implement appropriate technical and organisation measures to safeguard the User's personal data from unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. proUnity will require the same from all of her Affiliated Organizations or third party subcontractors who act as processors on her behalf for the delivery of the Core Services and Complementary Services, by including such obligation explicitly in a written agreement with these Affiliated Organizations or third party subcontractors.

2. Should an incident occur at a Client's or proUnity's premises, which adversely affects the security of the personal data of that User, the affected party will notify without delay the other so that the latter may take appropriate measures to avoid any additional leakage or damage.

3. proUnity will make sure that only authorised personnel will be able to access the User's personal data and this solely for purposes listed in section 3. Her authorised personnel will be duly informed of the legal rights and obligations contained in the Data Protection Act mentioned in article 7.1, of the security policy put in place and of the confidentiality arrangements that apply according to section 8 of the Terms and Conditions.

4. proUnity bears the responsibility to duly notify the competent national authority for those

processing activities for which it is the responsible data controller before any processing takes place with respect to a User's registration on and use of the Platform.

8 COOKIES

1. When a User visits the Platform, a cookie is placed on his device. A cookie is a small tekst file that is stored on the device's hard drive and contains certain information and sometimes personal data. The User can avoid cookies being placed by configuring his browser as such. Guidelines as to how to do this can be found here:

- Internet Explorer:
<http://windows.microsoft.com/nl-NL/windows7/Block-enable-or-allow-cookies>
- Chrome:
<http://support.google.com/chrome/bin/answer.py?hl=nl&answer=95647>
- Firefox:
<http://support.mozilla.org/nl/kb/cooki-es-in-en-uitschakelen-websites-voorkeuren?redirectlocale=nl&redirectslug=Cookies+in-+en+uitschakelen>
- Safari:
<http://support.apple.com/kb/PH5042>

However, not allowing cookies when visiting the Platform may cause certain or all features of the Platform to stop working properly.

2. The User unambiguously consents to the placing of the cookies when he visits the Platform. proUnity will keep proof of this consent in writing. The User declares to have

been duly informed about the types of cookies used by proUnity as well as the methods to be used to withdraw his consent and delete the cookies placed.

3. The following types of cookies are places when visiting the Platform:

- Technical cookies
 - .AspNet.ApplicationCookie (security cookie important for automated user request authentication after successful login)
 - _RequestVerificationToken (security cookie used to protect against cross-site request forgery attacks)
 - ai_session (Performance monitoring cookie)
 - ai_user (Performance monitoring cookie)
- Social media cookies from Facebook, LinkedIn and Google+ will also be used. For these cookies the User gives his unambiguous consent to place and use these cookies. Use of social media logins on the Platform implies that personal data will be sent to the social media provider. By using this type of login functionality, the User consents unambiguously and explicitly with the transfer of his personal data to the social media provider. Any further processing of these data for such login functionality happens under the responsibility of the social media provider. The User is advised to thoroughly read the social media provider's privacy policy.