



Annexe II - The Application Terms of Use and Privacy information (the “Terms”)

Welcome to the PwC Crisis Application (“Application” or “the Application”). Before the Client (“you” or “your employer”) start using the Application, we kindly ask you to carefully read these terms of use and privacy information (together the “Terms”) and indicate that you accept these and agree to abide by them. If you cannot agree with these Terms, you will not be able to use the Application. For the purpose of these Terms, the Client is considered the legal entity with whom PwC Legal has signed a specific engagement letter to provide these services. PwC Legal is considered to be the Controller.

The Terms will also be available via the Application for you to consult at any time you see fit.

The Application is operated by PwC Legal, a company duly incorporated and existing under Belgian law, having its registered office at Woluwedal 20, 1932 Sint-Stevens-Woluwe (Belgium) (“PwC”, “we”, “us” or “our”).

A. Terms of Use

1. The Application

- 1.1. The Application has been put at your disposal by PwC. The client provides a list of users that will be registered by PwC and receive a download link to install the app on their mobile device.
- 1.2. The PwC crisis app offers users direct access to the PwC crisis hotline, SMS notification and virtual meeting room, crisis guidelines, contact information of the PwC crisis team and an admin panel to configure and manage the app.
- 1.3. Red call button: use the red call button to contact the PwC crisis hotline. The user is responsible for selecting the correct type of crisis. Fees apply as from the moment that PwC answers the call.
- 1.4. SMS notification and virtual meeting room: upon activation of the red call button the app will send an SMS notification to a predefined list of client contacts and PwC crisis team members. This SMS also provides a link and phone number to enter the virtual meeting room. The virtual meeting room is provided through the Google Suite and PwC can not be held responsible for any malfunctioning thereof.
- 1.5. Crisis guidelines: the app provides guidelines for various types of crises. These guidelines are compiled with the knowledge and experience of the PwC crisis team. The



guidelines are indicative and not legally binding. PwC can not be held responsible nor liable for the clients' interpretation and application thereof.

- 1.6. PwC contacts: within the app you can find the contact information of the PwC crisis team members for non urgent inquiries. For urgent assistance please use the red call button.
- 1.7. Admin panel: the admin panel allows us to add and manage your crisis contacts. You are responsible to inform us of any changes to the contacts and their contact details.

2. Deactivation of your access to the Application

- 2.1. Your access to the Application can be deactivated at any time upon request by your employer.

3. Your obligations when using the Application

- 3.1. We will notify you of any long-term malfunctioning of the Application that may result in you not having access as it should.
- 3.2. To use the Application you will require an appropriate device and internet connection. PwC is not responsible for the proper functioning of the device. PwC cannot be held liable for any discrepancies in the Application due to the malfunctioning of your device or connectivity problems.
- 3.3. You should notify PwC promptly if you suspect any security breach or other suspicious activity.
- 3.4. You shall not use the Application:
 - in breach of any law, statute, regulation or bylaw of any applicable jurisdiction;
 - fraudulent, criminal or unlawful;
 - in a way that infringe or breach the copyright or any intellectual property rights (including without limitation copyright, trademark rights and broadcasting rights) or privacy or other rights of us or any third party;
 - contrary to our interests;
 - contrary to any specific rule or requirement that we stipulate on the Application in relation to a particular part of the Application or the Application generally; or
 - involves your use, delivery or transmission of any viruses, unsolicited emails, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- 3.5. If PwC becomes aware that you infringe point 4 of these Terms, PwC will direct itself towards the admin user of the Application. If the admin user fails to provide PwC with a proper explanation within an eight (8) days period, PwC may deactivate the access of your employer to the Application. In case of a security issue identified by PwC as an emergency, PwC may automatically deactivate your use of the Application without any



prior notification. The duration of any deactivation by PwC will be until you have cured the breach which caused the deactivation.

3.6. You agree not to access without authority, interfere with, damage or disrupt:

- any part of the Application;
- any equipment or network on which the Application is stored;
- any software used in the provision of the Application; or
- any equipment or network or software owned or used by any third party.

3.7. You agree not to reproduce, duplicate, copy or re-sell the Application or any part of the Application. The use of the Application does not grant you any rights, implied or otherwise to the content or the intellectual property in connection with the Application. All rights, titles and interests in relation to the Application as well as any intellectual property rights subsisting in or used in connection with the Application, are and shall remain the property of PwC or its licensor.

4. Disclaimer

4.1. In no event will PwC be liable for:

- the reimbursement for all direct and indirect damages resulting from the improper use of the Application;
- damages which results from a non-authorized access to your account;
- damages which result from a failure to install or properly install the Application;
- any liability in connection with connectivity;
- any liability in connection to maintenance; or
- any inadequate performance caused by force majeure.

B. Privacy

We work with our clients to tailor a solution that is best for our client's business. In order to provide these services through the PwC Crisis App, personal data will be processed by PwC (the Controller) for the performance of an engagement with the client.

Your personal data will be processed for:

1. Registration of a user account for authentication and authorisation in the crisis app;
2. Contacting you in case of crisis notifications (receive calls and SMS notifications).



To achieve this purpose we will collect the following personal data:

1. Your first name and last name;
2. Your professional email address;
3. Your professional mobile phone number;
4. Your IP address.

Data will only be transferred to third party processors that receive specific instructions from PwC. These third-party processors may process the data only for purposes specified by PwC and in accordance with the provisions of this notice and our Privacy Statement

<https://www.pwc.be/en/online/privacy-statement.html>

We do not sell any of your data. We will only share your data with third parties if one of the following circumstances applies:

- For accessing and managing our PwC IT tools, in this case the PwC Crisis App;
- For security and risk management activities, which involves detecting, investigating and resolving security threats;
- For meeting a legal obligation, we need to keep certain records to demonstrate that our services are provided in compliance with the legal, regulatory and professional obligations.

We retain the personal data processed by us for as long as is considered necessary for the purpose for which it was collected (including as required by applicable law or regulation).

In the absence of specific legal, regulatory or contractual requirements, our baseline retention period for records and other documentary evidence created in the provision of services is 10 years.

More information can be found in our general online [privacy statement](#).

You have the following rights towards PwC:

- The right of access to and rectification of your personal data;
- The right to erasure and the right to restriction of processing of your personal data;
- The right to erase and restrict data processed by PwC to the extent this request is compatible with the purposes of processing. For more information on all your rights you can consult our [privacy statement](#);
- The right to lodge a complaint with the data protection authority.

If you have any questions about your privacy, the processing of your personal data or other questions regarding personal data, you can contact PwC at be.privacy@pwc.com.

Processors data protection officer: DPO, Woluwe Garden, Woluwedal 18, 1932 Sint-Stevens Woluwe, be.privacy@pwc.com, phone: +32 (0)2 710 4211.



C. Cookie Policy

5. Cookies

- 5.1. The application does not use cookies.