



Annexe II – The Application Terms of Use and Privacy Information (the “Terms”)

Welcome to the PwC Crisis Application (“Application” or “App” for short). Before the Client (“you” or “your employer”) starts using the Application, we kindly ask you to carefully read the following information about terms of use and privacy (the “Terms”) and indicate that you accept 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 to be the legal entity with whom PwC has signed a specific engagement letter to provide these services. PwC, as defined in the engagement letter, is considered to be the Controller under the General Data Protection Regulation (“GDPR”).

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

The Application is offered to you by PwC Enterprise Advisory BV (“PwC”, “we”, “us” or “our”), a company duly incorporated and existing under Belgian law, with registered office at Woluwedal 18, 1932 Sint-Stevens-Woluwe (Belgium). The company number is 0415.622.333, Brussels Register of Legal Entities.

A. Terms of Use

1. The Application

- 1.1. The Application has been made available to you by PwC, leveraging the technology services of PwC Belgium to act as a Subcontractor and a Processor in the meaning of the GDPR, which the Client accepts. The Client provides a list of users that will be registered by or on behalf of PwC Legal and receive a download link to install the App on their mobile device.
- 1.2. The Application offers users direct access to our crisis hotline, SMS notification, virtual meeting room, crisis guidelines, contact information for our experts and an admin panel to configure and manage the App.
- 1.3. The red call button can be used to contact our crisis hotline. The user is responsible for selecting the correct type of crisis. Fees apply from the moment that we answer the call.
- 1.4. SMS notification and virtual meeting room: Upon activation of the red call button, the App sends an SMS notification to a predefined list of contacts and the team members concerned. The sale SMS also provides a phone number and link to enter the virtual meeting room. The virtual meeting room is provided through the Google Suite and we cannot be held responsible for any malfunctioning thereof.

- 1.5. Crisis guidelines: The App provides guidelines for various types of crisis. These guidelines are compiled with the knowledge and experience of our experts. The guidelines are indicative and not legally binding. We cannot be held responsible nor liable for the Clients' interpretation and application thereof.
- 1.6. PwC Legal and PwC contacts: Within the App you can find the contact information for the different team members per category of crisis for non-urgent inquiries. For urgent assistance please use the red call button.
- 1.7. Depending on the category of crisis selected in the App, you will be put in contact with the experts and attorneys of PwC Legal or the crisis experts of PwC, indicated in the App. When calling upon the services of the PwC experts, the respective PwC entity, each of which is a separate independent legal entity part of the PricewaterhouseCoopers network, will act as a subcontractor of PwC, which the Client accepts. If personal data is processed as part of the crisis services, the respective PwC entity will act as a separate Controller under the GDPR.
- 1.8. Should you wish to speak to an attorney only (subject to client-attorney privilege), select the contacts or crisis category specifically referring to PwC.
- 1.9. Admin panel: The admin panel allows us to add and manage your crisis contacts. It is your responsibility 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, at the Client's request.

3. Your obligations when using the Application

- 3.1. We will notify you of any long-term malfunctioning of the Application that may interfere with access.
- 3.2. To use the Application, you will need an appropriate device and internet connection. We are not responsible for the functioning of the device. We 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 us 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;
 - for any fraudulent, criminal or unlawful activity;

- in a way that infringes or breaches the copyright or any intellectual property rights (including without limitation copyright, trademark rights and broadcasting rights) or privacy or other rights of ours or any third party;
- in a way that contradicts PwC's interests;
- in a way that is incompatible with 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
- for the 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 we become aware that you have infringed point 3.4 of these Terms, we will address this with the admin user of the Application. If the admin user fails to provide us with a proper explanation within an eight day period, we may deactivate the access of your employer to the Application. In case of a security issue identified by us as an emergency, we may automatically deactivate your use of the Application without any prior notification. Any deactivation by us will last until you have cured the breach that 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 we be liable for:

- reimbursement for any direct and indirect damages resulting from the improper use of the Application;
- damages resulting from unauthorized access to your account;



- damages resulting 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 circumstances.



B. Privacy

We work with our clients to tailor the solutions that are best for their business. In order to provide these services through the PwC Crisis App, personal data will be processed by PwC (as outlined above).

Your personal data will be processed for:

1. registering a user account (for authentication and authorization) with the crisis App;
2. contacting you with crisis notifications if necessary (through calls and SMS notifications).

To achieve this, 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.

PwC processes this personal data by leveraging technology services that act as Processors under the GDPR and thus processes the personal data on behalf and only within the limits of an instruction by PwC.

Data will only be transferred to third party Processors that receive specific instructions from PwC and with whom PwC has concluded a data processing agreement. 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.pwclegal.be/en/online/privacy-statement.html>).

We do not sell any of your data. We will only share your data with the following third parties for the purposes described below:

- The appropriate PwC experts. So that they can receive your call and provide the requested services when you use the App to reach them directly.
- Your employer: To inform them that the crisis button has been activated or that our services have otherwise been requested, and to perform our services.
- Other providers: For hosting, and ensuring access to, and the operation of, our IT tools (in this case the PwC Crisis App).
- Other PwC entities: For hosting, and ensuring access to, and the operation of, our IT tools, and for security and risk management activities (which involve detecting, investigating and resolving security threats).



- Competent bodies or authorities: For meeting legal obligations (we need to keep certain records to demonstrate that our services are provided in compliance with the legal, regulatory and professional obligations).

Your data is processed by us on the basis of your consent which we gather directly in the Application. If you wish to revoke your consent you can do so by contacting be_crisisapp@pwc.com so we can remove your personal data from the App, inform your admin user and deactivate your use of the App.

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 the 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 our services is 10 years.

The Application is hosted in Europe. Should a transfer of your personal data to a country outside of the European Economic Area be required, we will ensure appropriate safeguards are put in place.

More information on how we process personal data can be found in our general [online privacy statement](#).

You have the following rights:

- to access and rectify your personal data;
- to erase, or restrict the processing of, your personal data;
- to lodge a complaint with the data protection authority.

For more information on all your rights you can consult our [privacy statement](#).

If you have any questions about your privacy, the processing of your personal data or other questions regarding data protection, you can contact our Privacy Office at

PwC Enterprise Advisory BV
Woluwedal 18
1932 Sint-Stevens-Woluwe

Data Protection Officer
Email: be.privacy@pwc.com
Phone: +32 (0)2 710 4211

C. Cookie policy



5. Cookies

5.1. The Application does not use cookies.