



COGNIBOX PERSONAL DATA PROTECTION POLICY

Last update : December 2018

At Cognibox, we are serious about protecting Personal Data provided to us by our clients and website visitors.

This Personal Data protection policy (the “**Policy**”) of Service d’Intervention sur Mesure Inc. and Cognibox inc. (collectively “**Cognibox**”) is modelled after the principles set out in the national standard of Canada entitled “*Model code for the protection of personal information*” (CAN/CSA-Q830-96) and takes into account provisions of the General Data Protection Regulation of the European Union (“**GDPR**”, entitled “*Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC*”).

Nothing in this Policy has the effect of creating obligations for Cognibox beyond those imposed by applicable laws and regulations pertaining to protection of Personal Data.

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DEFINITIONS

In this Policy:

- Your “**Consent**” means any freely given, specific, informed and unambiguous indication of your wishes by which you, by a statement or by a clear affirmative action, signify agreement to the Processing of Personal Data relating to you.

- “**Controller**” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
- “**Intermediary**” means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of Cognibox.
- “**Personal Data**” means any information relating to an identified or identifiable natural person.
- “**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
- “**Processing**” means any operation or set of operations performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- “**Profiling**” means any form of automated Processing of Personal Data consisting of the use of Personal Data to evaluate certain personal aspects relating to a natural person, in particular to analyse or predict aspects concerning that natural person’s performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements.
- “**Pseudonymisation**” means the Processing of Personal Data in such a manner that the Personal Data can no longer be attributed to a specific individual without the use of additional information, provided that such additional information is kept separately and is subject to technical and organisational measures to ensure that the Personal Data are not attributed to an identified or identifiable natural person.
- “**Recipient**” means a natural or legal person, public authority, agency or another body, to which the Personal Data are disclosed, whether a third party or not.
- “**Restriction of Processing**” means the marking of stored Personal Data with the aim of limiting its Processing in the future.
- “**Third party**” means a natural or legal person, public authority, agency or body other than you (as a data subject), a Controller, an Intermediary and persons who, under the direct authority of a Controller or Intermediary, are authorised to process Personal Data.
- “**You**” refers to you or any specific individual as an identified or identifiable natural person.

SUMMARY OF THE POLICY

Any reference to Cognibox in this Policy refers to situations where Cognibox acts as Controller and excludes situations where Cognibox acts as Intermediary, unless specified otherwise.

1. **ACCOUNTABILITY:** Cognibox is responsible for, and will be able to demonstrate compliance with this Policy, and has designated an individual or individuals accountable for Cognibox’s compliance with the Policy.

2. **PURPOSES AND PURPOSE LIMITATION:** The purposes for which Personal Data are collected will generally be identified by Cognibox at or before the time the Personal Data are collected, for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes.
3. **CONSENT:** Your knowledge and Consent are required for the Processing of your Personal Data, except where inappropriate.
4. **LIMITED COLLECTION, DATA MINIMIZATION, FAIRNESS AND LAWFULNESS:** The collection of Personal Data will be adequate, relevant and limited to that which is necessary for the purposes identified by Cognibox for which it is processed. Personal Data will be collected by fair and lawful means.
5. **LIMITED USE, DISCLOSURE AND RETENTION:** Personal Data will not be processed for purposes other than those for which it was collected, except with your Consent or as required by law. Personal Data will be retained only as long as necessary for the fulfilment of those purposes in a form which permits your identification for no longer than is necessary for the purposes for which the Personal Data are processed.
6. **ACCURACY, INTEGRITY, CONFIDENTIALITY AND RIGHT TO RECTIFICATION:** Personal Data will be as accurate, complete and kept up-to-date as is necessary for the purposes for which it is to be used. Every reasonable step will be taken to ensure that Personal Data that is inaccurate, having regard to the purposes for which it is processed, is erased or rectified without delay.
7. **SAFEGUARDS:** Personal Data will be protected by security safeguards appropriate to the sensitivity of the Personal Data, including protection against unauthorized or unlawful Processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures.
8. **OPENNESS AND TRANSPARENCY:** Cognibox will make readily available to you specific information about its policies and practices relating to the management of your Personal Data, which will be processed in a transparent manner.
9. **INDIVIDUAL ACCESS AND OTHER RIGHTS:** Upon request, you will be informed of the existence and Processing of your Personal Data and will be given access to that Personal Data. You will be able to challenge the accuracy and completeness of the Personal Data and have it amended as appropriate.
10. **CHALLENGING COMPLIANCE:** Your Personal Data will be processed lawfully and fairly. You may address a challenge concerning Cognibox's compliance with this Policy to the designated individual(s) accountable for such compliance.

MANAGEMENT OF PERSONAL DATA

The name or title and the addresses of the individual who is accountable for Cognibox's policies and practices and to whom complaints or inquiries can be forwarded are:

Denis Trépanier, vice-president
Jonathan Lacasse, functional analyst
Phone: 1 877 746-5653
Email: info@cognibox.com
Mail: 528, 5^e Rue de la Pointe, Shawinigan (QC) G9N 1E8, Canada.

DETAILS OF THE POLICY

1. ACCOUNTABILITY

Cognibox is responsible for, and will be able to demonstrate compliance with this Policy, and has designated an individual or individuals accountable for Cognibox's compliance with the Policy.

Accountability for Cognibox's compliance with this Policy rests with the designated individual(s), even though other individuals within Cognibox may be responsible for the day-to-day collection and Processing of Personal Data. Other individuals within Cognibox may be delegated to act on behalf of the designated individual(s).

The identity of the individual(s) designated by Cognibox to oversee Cognibox's compliance with this Policy will be made known upon request if not specified herein.

Any reference to Cognibox in this Policy refers to situations where Cognibox acts as Controller and excludes situations where Cognibox acts as Intermediary, unless specified otherwise.

Where Cognibox determines the purposes and means of Processing jointly with another Controller, Cognibox and such other Controller will be joint Controllers who, in a transparent manner, will determine their respective duties and responsibilities for compliance with the obligations under the applicable laws and regulations, by means of an arrangement between them (the essence of which will be made available to you) reflecting their respective roles and relationships vis-à-vis you. Irrespective of the terms of the arrangement, you may exercise your rights under the applicable laws and regulations in respect of and against each of those joint Controllers.

2. PURPOSES AND PURPOSE LIMITATION

The purposes for which Personal Data are collected will generally be identified by Cognibox at or before the time the Personal Data are collected, for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes.

Cognibox will document the purposes for which Personal Data are collected, depending upon the way in which the Personal Data are collected, whether orally or in writing. An online application form or notes related thereto, for example, may give notice of the purposes.

Identifying the purposes for which Personal Data are collected at or before the time of collection allows Cognibox to determine the Personal Data it needs to collect to fulfil these purposes. Cognibox will collect only the Personal Data necessary for the purposes that have been identified.

Unless stated otherwise at or before the time the Personal Data are collected the specified, explicit and legitimate purposes for which Cognibox may collect your Personal Data include:

- Consultation, verification or validation of your training file and your professional qualifications by registered Cognibox customers and subscribers to the Cognibox SaaS (the list of which may be provided to me, upon request from my employer, or SIM/ Cognibox if there is no employer);
- Communications with you about such consultation, verification or validation;
- Contacting you at your express request;
- Sending you Cognibox commercial electronic messages such as Cognibox newsletters;
- Send you periodically other commercial electronic messages originating from Cognibox such as promotional emails on new products, services, events, or special offers Cognibox believes might interest you, using the email address you provided us;
- Using your Personal Data to occasionally reach out to you for market research purposes;
- Keeping in Cognibox internal files;
- Providing, maintaining, personalising and improving its products and services;
- Allowing Cognibox to perform internal operations in relation with its products and services;
- Sending or facilitating communications between Cognibox and you in relation with the products or services; and
- Personalizing and improving the products or services.

When Personal Data that has been collected is to be used for a purpose not previously identified, the new purpose will be identified and documented prior to Processing and Cognibox will provide you prior to that further Processing with information on that other purpose and with any relevant further information as referred to in section 9 of this Policy [Individual Access and Other Rights], unless you already have the information. Unless the new purpose is required by law, your Consent will be requested before Personal Data can be used for that purpose.

Cognibox never grants to advertisers access to Personal Data relating to its clients.

Cognibox will be able to explain to you the purposes for which the Personal Data are being collected.

If the purposes for which Cognibox processes Personal Data do not or do no longer require your identification by Cognibox, Cognibox will not be obliged to maintain, acquire or process additional information in order to identify you for the sole purpose of complying with applicable laws and regulations. However, in such cases, Cognibox will not refuse to take additional information that you provide in order to support the exercise of your rights relating to Processing of your Personal Data.

3. **CONSENT**

Your knowledge and Consent are required for the Processing of your Personal Data, except where inappropriate. (For example, legal, medical, or security reasons may make it impossible or impractical to seek Consent.)

3.1 **Consent in General**

Your Consent to the Processing of your Personal Data will be unambiguous, manifest, freely given and enlightened, and will be given for specific purposes by a statement or by a clear affirmative action. Such Consent will be valid only for the length of time needed to achieve the purposes for which it was requested.

Cognibox will be able to demonstrate that you have Consented to Processing of your Personal Data where such Processing is based on Consent.

Typically, Cognibox will seek Consent for the Processing of the Personal Data at or before the time of collection. In certain circumstances, Consent with respect to Processing may be sought after the Personal Data has been collected but before use (for example, when Cognibox wants to use Personal Data for a purpose not previously identified).

To make the Consent meaningful, the purposes for which the Personal Data will be used will be stated in such a manner that you can reasonably understand how the Personal Data may be used or disclosed.

Cognibox will not, as a condition of the performance of a contract, including the supply of a product or service, require your Consent to the Processing of Personal Data beyond that required for the performance of that contract or to otherwise fulfil the purposes.

The form of the Consent sought by Cognibox may vary, depending upon the circumstances and the type of Personal Data. In determining the form of Consent to use, Cognibox will take into account the sensitivity of the Personal Data.

The way in which Cognibox seeks Consent may vary, depending on the circumstances and the type of Personal Data collected. Cognibox will generally seek express Consent when the Personal Data are likely to be considered sensitive. Implied Consent may generally be appropriate when the Personal Data are less sensitive. Consent can also be given by an authorized representative (such as a legal guardian or a person having power of attorney). Consent will not be obtained through deception.

You can give Consent in many ways. For example:

- an online application form may be used to seek Consent, collect Personal Data and inform you of the use that will be made of the Personal Data. By completing and sending the form, you are giving Consent to the collection and the specified uses;
- a checkbox may be used to allow you to expressly agree that your name and address be given to other organizations;
- Consent may be given orally when Personal Data are collected over the telephone; or
- Consent may be given at the time that you use a product or service.

If your Consent is given in the context of a written declaration which also concerns other matters, the request for Consent will be presented in a manner which is clearly distinguishable from the other matters, in an intelligible and easily accessible form, using clear and plain language.

You may withdraw Consent at any time, subject to legal or contractual restrictions and reasonable notice, as easily as it is to give Consent. Such withdrawal will not affect the lawfulness of Processing based on Consent before its withdrawal, and you be informed thereof prior to giving Consent.

Consent to the disclosure of Personal Data from a third person may be given by you to Cognibox in order to collect the Personal Data from the third person.

Cognibox will collect Personal Data only from you, unless you Consent to collection from third persons. However, Cognibox may, without your Consent, collect Personal Data from a third person if the law so authorizes. It may also do so if it has a serious and legitimate reason and either of the following conditions is fulfilled:

- the Personal Data are collected in your interest and cannot be collected from you in due time; or
- collection from a third person is necessary to ensure the accuracy of the Personal Data.

4. LIMITED COLLECTION, DATA MINIMIZATION, FAIRNESS AND LAWFULNESS

The collection of Personal Data will be adequate, relevant and limited to that which is necessary for the purposes identified by Cognibox for which it is processed. Personal Data will be collected by fair and lawful means.

4.1 Collection in General

Cognibox will specify the type of Personal Data collected as part of its information-handling policies and practices. Personal Data collected may include, but is not limited to:

- A colour photo portrait;
- My recognized professional qualifications;
- My valid health and safety training;
- Language preferences (optional);
- Email address;
- Name and surname;
- Date of birth;
- Employer;
- Job title (optional);
- Computer IP address;
- Cookie ID; and
- Telephone number (optional).

Cognibox may choose to refrain from requiring your Consent for the Processing of Personal Data relating to you if and to the extent that Processing is necessary:

- (a) for the performance of a contract to which you are a party or in order to take steps at your request prior to entering into a contract;
- (b) for compliance with a legal obligation to which Cognibox is subject;

- (c) in order to protect your vital interests or those of another natural person;
- (d) for the performance of a task carried out in the public interest or in the exercise of official authority vested in Cognibox;
- (e) for the purposes of the legitimate interests pursued by Cognibox or by a third party, except where such interests are overridden by your interests or fundamental rights and freedoms which require protection of Personal Data.

Cognibox may establish a file on you.

Cognibox, when establishing a file on you or recording Personal Data in such a file, will make an entry indicating the source of any Personal Data collected from a third person when the third person is a person carrying on an enterprise. The entry is part of your file.

Cognibox may not refuse to respond to a request for goods or services or to a request relating to employment by reason of the applicant's refusal to disclose Personal Data except where:

- collection of that Personal Data are necessary for the conclusion or performance of a contract;
- collection of that Personal Data are authorized by law; or
- there are reasonable grounds to believe that the request is not lawful.

Cognibox will not process Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, or genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation, unless one the situations enumerated in GDPR Article 9 (2) applies.

Cognibox will never contact you to request information about your credit card number or bank account. This type of Personal Data is sent to Cognibox only after you complete a transaction or make changes to your online account. If you receive a suspicious email containing a link to update your account information, we strongly advise that you do not click on this link. Instead, access your account directly from the www.cognibox.com website. If a stranger contacts you, sends you an unsolicited email, or asks you to confirm or disclose your password or your banking Personal Data, ignore the request and contact us immediately.

4.2 **Cookies**

Cognibox is aware that natural persons may be associated with online identifiers provided by their devices, applications, tools and protocols, such as internet protocol addresses, cookie identifiers or other identifiers such as radio frequency identification tags. This may leave traces which, in particular when combined with unique identifiers and other information received by the servers, may be used to create profiles of the natural persons and identify them, even if cookies collect information, including the number of visitors on the site, which portions of the site our visitors view, and the pages they visit, in an anonymous manner.

Cognibox collects anonymous information about the ways visitors use its site with HubSpot cookies. Cognibox then uses this data to produce reports and enhance its site. Such cookies also help Cognibox in customizing its marketing efforts in various media and formats.

Cognibox also uses Google Analytics cookies to collect information about the way visitors use its site. As a visitor to Cognibox site, you can deactivate Google Analytics for display advertising and customize ads displayed on Google's Display Network on the Ad settings page. You can also opt out of Google Analytics entirely through the Google Analytics Opt-out Browser add-on.

5. **LIMITED USE, DISCLOSURE AND RETENTION**

Personal Data will not be processed for purposes other than those for which it was collected, except with your Consent or as required by law. Personal Data will be retained only as long as necessary for the fulfilment of those purposes in a form which permits your identification for no longer than is necessary for the purposes for which the Personal Data are processed.

Cognibox will develop guidelines and implement procedures with respect to the retention and destruction of Personal Data. These guidelines and procedures will include minimum and maximum retention periods. (Cognibox may be subject to legislative requirements with respect to retention periods.)

Except as otherwise set out herein, Cognibox will not disclose, trade, rent, sell or otherwise transfer to a third person your Personal Data unless you Consent thereto, or such disclosure or use is provided for by law.

For instance, in the carrying on of its enterprise, Cognibox's authorized employees, mandataries or agents or any supplier into a contract with Cognibox for work or services may have access to Personal Data without your Consent if the Personal Data are needed for the performance of their duties or the carrying out of their mandates or contracts.

Cognibox may, without your Consent, disclose Personal Data contained in a file to an archival agency if the archival agency is a person whose object is the acquisition and preservation of documents for their general informational value and if the Personal Data are disclosed as part of the transfer or deposit of the archives of Cognibox.

Cognibox and its service providers may be compelled to disclose Personal Data in response to a search warrant or any other legally-valid inquiry or order, or to an investigative body in the case of a breach of an agreement or breach of law, or as otherwise required by applicable law.

Personal Data may also be disclosed without your Consent for research purposes if the documents containing the Personal Data are not structured so as to allow retrieval by reference to your name or identifying code or symbol and the Personal Data cannot be retrieved by means of such a reference.

Any person holding Personal Data on behalf of Cognibox may refer to the latter every request for access or rectification received from an individual to whom Personal Data relates.

6. **ACCURACY, INTEGRITY, CONFIDENTIALITY AND RIGHT TO RECTIFICATION**

Personal Data will be as accurate, complete and kept up-to-date as is necessary for the purposes for which it is to be used. Every reasonable step will be taken to ensure that Personal Data that is inaccurate, having regard to the purposes for which it is processed, is erased or rectified without delay.

Personal Data that is used on an ongoing basis, including Personal Data that may be disclosed to third parties, will be generally accurate and up-to-date, unless limits to the requirement for accuracy are set out.

Cognibox will not routinely update Personal Data, unless such a process is necessary to fulfil the purposes for which the Personal Data was collected.

The extent to which Personal Data will be accurate, complete and up-to-date will depend upon input (i) from you or (ii) resulting from data generated by you using Cognibox products or services, and the use of the Personal Data, taking into account your interests.

You will have the right to obtain from Cognibox without undue delay the rectification of inaccurate Personal Data concerning you. Taking into account the purposes of the Processing, you will have the right to have incomplete Personal Data completed, including by means of providing a supplementary statement.

7. **SAFEGUARDS**

Personal Data will be protected by security safeguards appropriate to the sensitivity of the Personal Data, including protection against unauthorized or unlawful Processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures.

7.1 **Security measures**

Cognibox will take the security measures necessary to ensure the protection of the Personal Data Processed and that are reasonable given the sensitivity of the Personal Data, the purposes for which it is to be used, the quantity and distribution of the Personal Data and the medium on which it is stored.

The security safeguards of Cognibox will protect Personal Data against loss or theft, as well as unauthorized access, disclosure, copying, use, or modification.

The nature of the safeguards will vary depending on the sensitivity of the Personal Data that has been collected, the amount, distribution and format of the Personal Data and the method of storage.

The methods of protection will include:

- physical measures (such as restricted access to offices);
- organizational measures (such as security clearances); and
- technological measures (such as the use of passwords).

Cognibox provides access to Personal Data only to employees and authorized Intermediaries who require this Personal Data for the purposes described in this Policy. Cognibox will make its employees aware of the importance of maintaining the confidentiality of Personal Data, and care will be used in the disposal or destruction of Personal Data, to prevent unauthorized parties from gaining access to the Personal Data.

Cognibox will implement appropriate technical and organizational measures to ensure and to be able to demonstrate that Processing is performed in accordance with applicable laws and regulations, taking into account the nature, scope, context and purposes of Processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons. Those measures will be reviewed and updated where necessary. Where proportionate in relation to Processing activities, such measures will include the implementation of appropriate data protection policies by Cognibox.

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Cognibox will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- (a) the Pseudonymisation and encryption of Personal Data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services;
- (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing.

In assessing the appropriate level of security, account will be taken in particular of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed.

All Personal Data collected by Cognibox is stored on private servers which are not accessible to the public. For increased security, you must protect access to your online account by selecting a password of your choosing. We urge you not to disclose your password to anyone.

7.2 **Data Protection by Design**

Taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of Processing as well as the risks of varying likelihood and severity for rights and freedoms of natural persons posed by the Processing, Cognibox will, both at the time of the determination of the means for Processing and at the time of the Processing itself, implement appropriate technical and organizational measures, such as Pseudonymisation, which are designed to implement data-protection principles, such as data minimization, in an effective manner and to integrate the necessary safeguards into the Processing in order to meet the requirements of the applicable laws and regulations and protect your rights.

7.3 **Data Protection by Default**

Cognibox will implement appropriate technical and organizational measures for ensuring that, by default, only Personal Data which are necessary for each specific purpose of the Processing are processed. That obligation applies to the amount of Personal Data collected, the extent of its Processing, the period of its storage and its accessibility. In particular, such measures will ensure that by default Personal Data are not made accessible without the individual's intervention to an indefinite number of natural persons.

7.4 **Intermediaries**

Where Processing is to be carried out on behalf of Cognibox, Cognibox will use only Intermediaries providing sufficient guarantees regarding the implementation of appropriate technical and organizational measures in such manner that Processing will meet the requirements of the applicable laws and regulations and ensure the protection of your rights. The Intermediary will not engage another Intermediary without prior specific or general written authorization of Cognibox. Processing by an Intermediary will be governed by a contract that is binding on the Intermediary with regard to Cognibox and that sets out the subject-matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of individuals and the obligations and rights of Cognibox. All of Cognibox's suppliers sign and consent to a non-disclosure agreement regarding all your Personal Data. Our Cognibox's suppliers agree not to disclose any Cognibox or Cognibox's clients' protected information, including Personal Data to any third party, whether directly or indirectly. Where an Intermediary engages another Intermediary for carrying out specific Processing activities on behalf of Cognibox, the same data protection obligations as set out in the contract between Cognibox and the Intermediary will be imposed on that other Intermediary by way of a contract. The Intermediary and any person acting under the authority of Cognibox or of the Intermediary, who has access to Personal Data, will not process those data except on instructions from Cognibox, unless legally required to do so by a statutorily-empowered public authority. Cognibox may transfer your Personal Data to Intermediaries such as providers of payment processing services. Processing of your Personal Data may take place in the United States by our affiliates and other third-party service providers.

7.5 **Notification of a Personal Data Breach**

No data transmission over the Internet may be guaranteed to be entirely secure. As a result, Cognibox does not represent, warrant or guarantee that Personal Data will be protected against all loss, misuse or alteration and accepts no liability for Personal Data submitted by you, nor for the use or misuse of such Personal Data by you or by third parties.

Cognibox will document any Personal Data Breaches, comprising the facts relating to the Personal Data Breach, its effects and the remedial action taken without undue delay and, where feasible, not later than 72 hours after having become aware of it, notify the Personal Data Breach to the statutorily-empowered public authority appropriate in accordance with applicable laws and regulations, unless the Personal Data Breach is unlikely to result in a risk to the rights and freedoms of natural persons. Such notification will at least:

- (a) describe the nature of the Personal Data Breach including where possible, the categories and approximate number of individuals concerned and the categories and approximate number of Personal Data records concerned;

- (b) communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
- (c) describe the likely consequences of the Personal Data Breach; and
- (d) describe the measures taken or proposed to be taken by Cognibox to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

Cognibox will communicate the Personal Data Breach to you without undue delay when the Personal Data Breach is likely to result in a high risk to the rights and freedoms of natural persons. Such communication will describe in clear and plain language the nature of the Personal Data Breach, and contain at least the information and measures referred to in points (b), (c) and (d) above.

8. OPENNESS AND TRANSPARENCY

Cognibox will make readily available to you specific information about its policies and practices relating to the management of your Personal Data, which will be processed in a transparent manner.

Cognibox is open about its policies and practices with respect to the management of Personal Data. You will be able to acquire information about Cognibox's policies and practices without unreasonable effort. This information will be made available in a form that is generally understandable.

Cognibox may make information on its policies and practices regarding Personal Data Protection available in a variety of ways. The method chosen depends on the nature of its business and other considerations.

Cognibox will take appropriate measures to provide in a concise, transparent, intelligible and easily accessible form, using clear and plain language, any information that must be provided to you (whether Personal Data are collected from you, or have not been obtained from you subject to situations where the Personal Data must remain confidential due to an obligation of professional secrecy) and any communication regarding your rights relating to Processing of your Personal Data.

More specifically, whether Personal Data are collected from you, or have not been obtained from you, Cognibox will, at the time when Personal Data are obtained (or, where Personal Data have not been obtained from you, within a reasonable period after obtaining the Personal Data, but at the latest within one month, having regard to the specific circumstances in which the Personal Data are processed), provide you with the following information, unless (i) you already have it, or (ii) the provision of such information proves impossible or would involve a disproportionate effort, or (iii) the Personal Data must remain confidential subject to an obligation of professional secrecy:

- (a) Cognibox identity and contact details and, where applicable, of Cognibox's representatives (including the representatives' titles and addresses) accountable for Cognibox's policies and practices and to whom complaints or inquiries can be forwarded;
- (b) the purposes of the Processing for which the Personal Data are intended as well as the legal basis for the Processing;

- (c) the legitimate interests pursued by the Cognibox or by a third party where the Processing is necessary for purposes of the legitimate interests pursued by Cognibox or by a third party;
- (d) a description of the type of Personal Data held by Cognibox, including a general account of its use, and the categories of Personal Data concerned;
- (e) the Recipients or categories of Recipients of the Personal Data, if any, including what Personal Data are made available to related organizations (e.g. affiliates such as subsidiaries and parent organizations);
- (f) the means of gaining access to Personal Data held by Cognibox; and
- (g) where applicable, the fact that Cognibox intends to transfer Personal Data to a third country or international organization and the existence or absence of an adequacy decision by the Commission, or reference to the appropriate or suitable safeguards and the means by which to obtain a copy of them or where they have been made available.

Cognibox will, at the time when Personal Data are obtained, provide you with the following further information necessary to ensure fair and transparent Processing, unless you already have it:

- (a) the period for which the Personal Data will be stored, or if that is not possible, the criteria used to determine that period;
- (b) the existence of the right to request from Cognibox access to and rectification or erasure of Personal Data or Restriction of Processing concerning you or to object to Processing as well as the right to data portability;
- (c) where the Processing is based on your Consent, the existence of the right to withdraw Consent at any time, without affecting the lawfulness of Processing based on Consent before its withdrawal;
- (d) the right to lodge a complaint with a statutorily-empowered public authority;
- (e) from which source the Personal Data originates (if it does not originate from you), and if applicable, whether it came from publicly accessible sources;
- (f) whether the provision of Personal Data are a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as whether you are obliged to provide the Personal Data and of the possible consequences of failure to provide such data; and
- (g) the existence of automated decision-making, including Profiling and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such Processing for you.

The above-listed elements may be provided in combination with standardized icons (which may be machine-readable) in order to give in an easily visible, intelligible and clearly legible manner a meaningful overview of the intended Processing.

9. **INDIVIDUAL ACCESS AND OTHER RIGHTS**

Upon request, you will be informed of the existence and Processing of your Personal Data and will be given access to that Personal Data. You will be able to challenge the accuracy and completeness of the Personal Data and have it amended as appropriate.

9.1 **Right of Access**

Upon request, Cognibox will inform you whether or not Cognibox holds Personal Data about you and may indicate the source of this Personal Data. Cognibox will generally allow you access to this Personal Data. You may be required to provide sufficient information to permit Cognibox to provide an account of the existence and Processing of Personal Data.

You are entitled to obtain that any Personal Data collected otherwise than lawfully be deleted.

No request for access, rectification or deletion may be considered unless it is made in writing by you when you prove that you are the individual concerned (or the representative, heir or successor of that individual, or the liquidator of the succession, a beneficiary of life insurance or of a death benefit).

Cognibox, when holding a file that is the subject of your request for access, rectification or deletion, will respond to that request within a reasonable time after receipt of the request, without undue delay and in any event within one month of receipt of the request. That period may be extended by two further months where necessary, taking into account the complexity and number of the requests. Cognibox will inform you of any such extension within one month of receipt of the request, together with the reasons for the delay. The requested information will be provided or made available in a form that is generally understandable. (For example, if Cognibox uses abbreviations or codes to record Personal Data, an explanation will be provided.)

The information will be provided in writing, or by other means, including, where appropriate, by electronic means. Where you make the request by electronic form means, the information will be provided by electronic means in a commonly used electronic form where possible, unless otherwise requested by you. When requested by you, the information may be provided orally, provided that your identity is proven by other means.

Cognibox will facilitate the exercise of your rights relating to Processing of your Personal Data and will not refuse to act on your request for exercising such rights unless Cognibox is not in a position to identify you.

In certain situations, Cognibox may not be able to provide access to all the Personal Data it holds about you. Exceptions to the access requirement are meant to be limited and specific. The reasons for denying access will be provided to you upon request.

Exceptions may include information that is prohibitively costly to provide, information that contains references to other individuals, information that cannot be disclosed for legal, security or commercial proprietary reasons and information that is subject to solicitor-client or litigation privilege.

Cognibox may refuse to give communication of Personal Data to you where disclosure of the Personal Data would be likely to hinder an inquiry the purpose of which is the prevention, detection or repression of crime or statutory offences.

Cognibox will refuse to give communication of Personal Data to you where (i) disclosure would be likely to reveal Personal Data about a third person or the existence of Personal Data and (ii) the disclosure may seriously harm that third person, unless the latter consents to the disclosure of the Personal Data or in the case of an emergency that threatens the life, health or safety of an individual.

If Cognibox does not take action on your request, Cognibox will inform you without delay and at the latest within one month of receipt of the request of the reasons for not taking action and on the possibility of lodging a complaint with a statutorily-empowered public authority and seeking a judicial remedy.

The transcription, reproduction or transmission of Personal Data and any communication and actions taken in relation to such transcription, reproduction or transmission will be provided free of charge, unless your requests are manifestly unfounded or excessive, in particular because of their repetitive character, in which case Cognibox may either refuse to act on the request or charge a reasonable fee taking into account the administrative costs of providing the information or communication or taking the action requested. For any further copies requested by you, Cognibox may charge a reasonable fee based on administrative costs.

9.2 **Right to Erasure ('Right to be Forgotten')**

You will have the right to obtain from Cognibox the erasure of Personal Data concerning you without undue delay and Cognibox will have the obligation to erase Personal Data without undue delay where one of the following grounds applies:

- (a) the Personal Data are no longer necessary in relation to the purposes for which it was collected or otherwise processed;
- (b) you withdraw Consent on which the Processing is based, and where there is no other legal ground for the Processing;
- (c) you object to the Processing and there are no overriding legitimate grounds for the Processing;
- (d) the Personal Data has been unlawfully processed;
- (e) the Personal Data has to be erased for compliance with a legal obligation to which Cognibox is subject; or
- (f) the Personal Data has been collected in relation to the offer of services normally provided for remuneration, at a distance, by electronic means and at the individual request of a recipient of services.

Where Cognibox has made the Personal Data public and is obliged to erase the Personal Data, Cognibox, taking account of available technology and the cost of implementation, will take reasonable steps, including technical measures, to inform Controllers who are Processing the Personal Data that you have requested the erasure by such Controllers of any links to, or copy or replication of, those Personal Data.

Such right to erasure will not apply to the extent that Processing is necessary:

- (a) for exercising the right of freedom of expression and information;
- (b) for compliance with a legal obligation which requires Processing by a statutorily-empowered public authority to which Cognibox is subject or for the performance of a task carried out in the public interest or in the exercise of official authority vested in Cognibox;
- (c) for reasons of public interest in the area of public health;
- (d) for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in so far as the right to erasure is likely to render impossible or seriously impair the achievement of the objectives of that Processing; or
- (e) for the establishment, exercise or defence of legal claims.

9.3 **Right to Restriction of Processing**

You will have the right to obtain from Cognibox Restriction of Processing where one of the following applies:

- (a) the accuracy of the Personal Data are contested by you, for a period enabling Cognibox to verify the accuracy of the Personal Data;
- (b) the Processing is unlawful and you oppose the erasure of the Personal Data and requests the restriction of their use instead;
- (c) Cognibox no longer needs the Personal Data for the purposes of the Processing, but they are required by you for the establishment, exercise or defence of legal claims; or
- (d) you have objected to Processing pending the verification whether the legitimate grounds of Cognibox override yours.

Where Processing has been restricted pursuant to the foregoing, such Personal Data will, with the exception of storage, only be processed with your Consent or for the establishment, exercise or defence of legal claims or for the protection of the rights of another natural or legal person or for reasons of important public interest of a statutorily-empowered public authority.

If you have obtained Restriction of Processing pursuant to the foregoing, you will be informed by Cognibox before the Restriction of Processing is lifted.

9.4 **Right to Data Portability**

You will have the right to receive the Personal Data which you have provided to Cognibox, in a structured, commonly used and machine-readable format and have the right to transmit those data to another Controller without hindrance from Cognibox to which the Personal Data has been provided, where the Processing is based on Consent and the Processing is carried out by automated means.

9.5 **Right to Object**

You will have the right to object, on grounds relating to your particular situation, at any time to Processing of Personal Data concerning you which is necessary for the purposes of the legitimate interests pursued by Cognibox or by a third party or for the performance of a task carried out in the public interest or in the exercise of official authority vested in Cognibox, including Profiling based on those provisions. Cognibox will no longer process the Personal Data unless Cognibox demonstrates compelling legitimate grounds for the Processing which override your interests, rights and freedoms or for the establishment, exercise or defence of legal claims.

9.6 **Automated Individual Decision-Making, Including Profiling**

If, when or where applicable, you will have the right not to be subject to a decision based solely on automated Processing, including Profiling, which produces legal effects concerning yourself or similarly significantly affects you, but will not apply if the decision:

- (a) is necessary for entering into, or performance of, a contract between you and Cognibox;
- (b) is authorized by the law to which Cognibox is subject and which also lays down suitable measures to safeguard your rights and freedoms and legitimate interests; or
- (c) is based on your explicit Consent.

In the cases referred to in points (a) and (c) above, Cognibox will implement suitable measures to safeguard the right to obtain human intervention on the part of Cognibox, to express your point of view and to contest the decision.

10. **CHALLENGING COMPLIANCE**

Your Personal Data will be processed lawfully and fairly. You may address a challenge concerning Cognibox's compliance with this Policy to the designated individual(s) accountable for such compliance.

Cognibox has put procedures in place to receive and respond to complaints or inquiries about its policies and practices relating to the handling of Personal Data. The complaint procedure is meant to be easily accessible and simple to use.

Cognibox will inform individuals who make inquiries or lodge complaints of the existence of the relevant complaint procedure.

Cognibox will investigate all complaints. If a complaint is found to be justified, Cognibox will take appropriate measures, including, if necessary, amending its policies and practices.

When a challenge is not resolved to your satisfaction, the substance of the unresolved challenge will be recorded by Cognibox.