

HANZEFACOR B.V. PRIVACY POLICY AND TERMS AND CONDITIONS

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About us

Hanzefactor B.V. is a company registered in the Netherlands with company number 70974055 located at Herengracht 449A, 1017BR Amsterdam, The Netherlands. 'PushReceiver' is a brand and a service provided by Hanzefactor B.V. and is entitled to enforce these terms and conditions to the same extent if it were a party. Hanzefactor B.V. and PushReceiver are used interchangeably in this privacy policy and the terms and conditions stated herein.

If you have any questions about our identity service, or business, you can consult our website at www.pushreceiver.io or email us at info@hanzefactor.nl

Definitions

The terms written with initial capitals in this document have the meaning stated below, unless a different meaning is giving to them elsewhere in this privacy policy and terms & conditions:

Controller – The natural person, legal entity or any other party solely or jointly determines the purpose and means of the processing of personal data

Contract – The relationship between you and us, governed by these terms and conditions

Data Subject – a person to who personal data relate

Data – any data you provide to us in connection with the PushReceiver service

EU Law – European Union Law and the law of any current member state of the European Union

GDPR – The General Data Protection Regulation (2016/679)

Identity verification/identity service – the service we provide to you entailing the verification and authentication of your identity, age, and/or documents such as passport, driving license, national ID card, and others used in the verification and authentication of natural persons, and legal entities.

Materials – Materials refer to any software, hardware, website, database, designs, models, programs, reports and other identity services and materials we or third parties have put to use in relation to identity verification and authentication

Personally identifiable information – personal data (as such term is defined in Data Protection Legislation) processed as part of the services or in connection with this agreement

Processor – means a data processor or processor (as such term defined in data protection legislation)

Relying party – The relevant third party who requires you to verify your identity to use their services

Sensitive Personal Data – sensitive personal data (as such term is defined in Data Protection Legislation)

User – "User", "you" or "your" in these terms and conditions refer to you as a user of the identity service

Terms and conditions – These terms and conditions as set out here

Privacy Policy

This is the Privacy Policy of PushReceiver. (“We”, “Us”, or **Hanzefactor B.V.** or “**PushReceiver**”). It governs your personal data which is processed in the context of an agreement entered between you and us on the use of the services of PushReceiver including the use of our website and software PushReceiver. In terms of this policy, 'processing' means any operation or set of operations which is performed on your personal data. This personal data may include personal details, details about the way you access our website and software, and details about which Hanzefactor B.V. partners you access, among others and is described below in more detail.

This remainder of the policy shall provide information on the processing, the legal basis upon which the Personal data is processed by us and how you may exercise your rights over your Personal Data. Where this Policy refers to provisions contained in the General Data Protection Regulation (GDPR), these provisions shall apply. In case of any conflict between the GDPR and the terms of the Privacy Policy, the provisions of the GDPR shall prevail.

Purpose and legal basis for the processing

To use PushReceiver software you must register with us. Your use of PushReceiver requires submission of certain necessary information, particularly your e-mail address among other data. You may not use PushReceiver without submitting the information stated as necessary at registration. Therefore, the processing of your personal data is required to carry out our services to which the legal basis is Art. 6 (1) (b) of the GDPR.

After registration, you are able to voluntarily provide further personal data or upon request and store these with us so that you may use certain services or software. You may also provide this personal data and consent to transfer such personal data to third parties for the purpose of registering and maintaining a business relationship with such third parties. The legal basis for the processing of personal data is your consent pursuant to Art. 6 (1) (a) of the GDPR.

While providing personal data for the purposes of registering and maintaining a business relationship with third parties, you may also voluntarily verify yourself and your personal data through PushReceiver so that you may use your personal data in relation to third parties. The legal basis for the processing of such personal data is your consent pursuant to Art. 6 (1) (a) of the GDPR.

Similarly, your personal data and its verification and authentication may be collected, processed, and stored for the purposes of satisfying a legal obligation to enter and maintain a business relationship with you including that of third parties. In such an event, the legal basis for the processing and storage of such personal data is your consent pursuant to Art. 6(1) (c) of the GDPR. During any verification and authentication process you decide to undergo, you may be asked to provide biometric data for the purposes of uniquely identifying yourself as a natural person or legal entity, whichever is relevant. In these cases, you give explicit consent for the processing for the purpose of identifying yourself as a natural person or legal entity, the legal basis for the processing of such personal data is your consent pursuant to Art. 9(2)(a) of the GDPR.

We also process your personal data in order to show you the third parties you have authorized us to send personal data to previously and also to make corresponding suggestions of other third parties who you may want to register with using our services. Without being able to process your personal data for this purpose, we would not be able to perform the services we have agreed with you. The legal basis for the processing of such personal data is your consent pursuant to Art. 6 (1)(b) of the GDPR.

We may use your personal data to send you marketing information or emails if you have agreed to receive such. If you have agreed to such, then we may also use the personal data that we collect to send you information on the products and services offered by Hanzefactor B.V. or its third-party partners. The legal basis for the processing of such personal data is your consent pursuant to Art. 6 (1) (a) of the GDPR.

If you voluntarily submit a customer support request via an email or other correspondence system, we will also process your personal data for the purpose of fulfilling such request. The legal basis for the processing of such personal data is your consent pursuant to Art. 6 (1)(a) of the GDPR. Further, while providing information to us, we may need to contact you to be able to provide our services correctly and request for further information pertaining to our services. The legal basis for the processing of such personal data is your consent pursuant to Art. 6 (1)(b) of the GDPR.

Finally, we also process your personal data for the purposes of the legitimate interests, in order to ensure the integrity, security and availability of our system, services software and your personal data to you, us and the third parties. The legal basis for the processing of such data is Art. 6 (1) (f) of the GDPR.

Transfer to third countries

We may use processors and contractors that process your data in countries outside of the EU. In case we transfer Personal Data outside the territorial scope of the GDPR, we ensure that there is either an adequacy decision by the European Commission or that a similar level of data protection compared to the GDPR is guaranteed by the use of the contractual clauses at least as protective as those provided by the EU Commission. We do this by entering into appropriate data transfer agreements based on Standard Contractual Clauses (2010/87/EC).

<https://eurlex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32010D0087&from=en>.

Recipients of Data

To conduct our Services, we use third party service providers to provide us with necessary services. We may transfer your personal data to these service providers for further processing based on your consent with this privacy policy or based on your agreement to use our services. All transfer of data is undertaken by way of secure connections to these service providers. These service providers only receive your personal data that is adequate, relevant, and limited to what is necessary in relation to the purposes for which your personal data are processed. These include the following categories of service providers: identification and authentication service providers, monitoring services, server hosting providers, website hosting services, platform developers, technology consultancies & companies, newsletter senders, customer relationship or support services, email sending and receiving services, and web traffic analysis providers, respectively. Some of the named third parties include but are not limited to:

- Hanzefactor B.V.
- Global Moderators
- Lynx Solutions
- Hosting service providers
- Contract personnel

Additionally, through our services, your personal data may be transferred to third parties so that you may register and maintain an account and/or business relationship with those services. By signing this agreement, you consent to the transfer and continual transfer of your personal data to those individual third-party services upon the first collection and transfer of your personal data.

The categories of personal data we process

As described above, we require that you provide us with your email address and personal data to register for our services. In addition to collecting your email address, we may collect and process information about the device you use, location settings of the device, and your IP address. During the use of our services we may require you to provide the following categories of personal data to access certain third parties or even our own services. Your provision of this personal data is always voluntary, but if certain personal data is not provided you may not be able to utilize our services or those of third parties:

- First Name, Middle name, Surname
- Nationality
- Country of residence
- Address
- Phone number
- Place of birth
- Date of birth
- Identification document information
- Personal photo
- Biometric face scans
- Voice recording
- Video
- Financial details
- Company/workplace details.

Your rights when your Personal Data are being processed

We guarantee you the applicable rights of the Dutch data protection laws. Please note that we will require you to provide us with proof of identity before we respond to any requests for the exercise of your rights. We respond to requests within the timeframe required by law.

To exercise any of your rights, please contact us at:

PushReceiver

Herengracht 449A, 1017BR Amsterdam, The Netherlands.

Email: info@hanzefactor.nl

As soon as personal data is being processed, you have the following rights:

(a) Right of access

You have the right to obtain confirmation as to whether your personal data is processed pursuant to Article 15 GDPR.

(b) Right to rectification

You are entitled to demand that we rectify your personal data if they are inaccurate or erroneous pursuant to Article 16 GDPR.

(c) Right to restriction of processing

You have the right to demand a restriction of processing for your personal data. This may result in us being able to no longer offer you services. However, if we stop processing the Personal Data, we may use it again if there are valid grounds under data protection law for us to do so (e.g. to comply with regulatory obligations, for the defence of legal claims or for the protection of another natural or legal persons or for reasons of important public interest of the EU or a Member State) in accordance with Article 18 GDPR.

(d) Right to erasure ('right to be forgotten')

You have the right to have your personal data erased without undue delay. This does not include

your personal data that has to be stored due to statutory provisions or in order to assert, execute or defend legal claims pursuant to Article 17 GDPR.

(e) Right to data portability

Pursuant to Art. 20 GDPR, you have the right to receive your personal data provided to us in a structured, commonly used, and machine-readable format. The processing is based on consent pursuant to Article 6 (1)(a) GDPR or on a contract pursuant to Article 6 (1)(b) GDPR; and the processing is carried out by automated means.

(f) Right to object

Pursuant to Art. 21 GDPR, You have the right to object at any time, on grounds relating to your particular situation, to processing of your personal data which is based on Article 6 (1) (e) or (f) GDPR, including profiling based on those provisions. The Controller shall no longer process your personal data unless it can demonstrate compelling legitimate grounds for the processing which override your interests, rights, and freedoms, or if the processing is for the establishment, exercise or defence of legal claims.

(g) Right to withdraw your consent

You have the right to withdraw your consent under the data protection law at any time. Withdrawing your consent does not affect the lawfulness of processing based on consent before its withdrawal. The withdrawal of your consent regarding your personal data may lead to the termination of your contract.

(h) Right to lodge a complaint with a supervisory authority

Without prejudice to any other administrative or judicial remedy, you have the right to lodge a complaint with a supervisory authority, in particular in the Member State of your habitual residence, place of work or place of the alleged infringement if you consider that the processing of your personal data infringes the GDPR. You have the right to address the supervisory authority for any questions or complaints.

Automated individual decision-making

Our software conducts screening of personal data to issue a decision on your eligibility to participate in third party services. This decision may negatively impact your ability to participate in those third-party services. Pursuant to Art. 22 GDPR, you have the right not to be subject to a decision based solely on automated processing of your biometric data and which produces legal effects concerning you. You have the right to elect to have your data reviewed by a natural person assigned by PushReceiver In case you do not agree with the automated decision, or its review, you may not be able to use our services.

Data Retention

We will not retain your personal data for longer than is necessary for the purpose it was collected. Thus, we store your data for as long as is necessary. You may cancel your account with PushReceiver at any time but this may affect the business relationship with us and/or third parties, in which case we will delete your data once all outstanding activities are settled and once we confirm there are no legal retention obligations to continue storing the data. Should we have a legal and/or contractual obligation to continue storing your personal data, either on our own behalf, or on behalf of a third party, we will delete the data as soon as that legal and/or contractual obligation ends.

Controller Details

Your personal data will be processed and controlled by us. PushReceiver is your data controller in the context of our software and services and your account with us. Our full address is:

PushReceiver

Herengracht 449A, 1017BR Amsterdam, The Netherlands.

Email: info@hanzefactor.nl

In case you provide your consent to process your personal data with PushReceiver in order to participate in third party services who have legal obligations to collect and process your personal data to be eligible to participate in those third party services, then PushReceiver is a data processor on behalf of those third parties regarding the personal data process required for that eligibility. You may contact us via the e-mail address provided for further information.

Changes to the privacy policy or the purpose of processing

This Policy was last updated on the effective date noted above. This Policy may be amended or updated from time to time to reflect changes in our privacy practices with respect to the processing of personal data or changes in the applicable law. If we make a material change to the Privacy Policy, you will be provided with appropriate notice in due course.

Terms and conditions

These terms and conditions (the "Terms") apply and govern your use of the Services of PushReceiver, Herengracht 449A, 1017BR Amsterdam, The Netherlands (referred to as "PushReceiver", "we", and "us") as a user. These terms are legally binding; Please read the following carefully.

Hanzefactor B.V. offers software which includes applications and services such as PushReceiver that are owned, licensed, managed and/or developed by Hanzefactor B.V. for the purposes of identity verification and authentication, and management of identifying information or providing information about identity verification authentication and management ("Services"). Also included in the Services is transmission of your data to third parties, upon your consent, so that you may verify your eligibility to be employed, use, and login to those third-party services and into those services.

These Terms do not alter or control in any way other written terms or conditions or other agreements you have agreed to with Hanzefactor B.V. Additionally, if you are representing a legal entity, by using these Services you are warranting that you have authority to bind that entity to these terms. You must also have the legal capacity to agree to these legal terms and conform to the eligibility requirements found below to agree to these terms and use Hanzefactor B.V.'s Services.

Registration for the services

You may be required to provide certain information (such as email, phone number, address, nationality, country of residence, photo, video, identity documents, other identification and authentication details, business or trade name, company registration details and documents, physical address, business details, and others) as part of the registration process for any Services, or as part of your continued use of the Services. Any information you give to Hanzefactor B.V. must always be accurate and up to date and you will inform us promptly of any updates. The information you provide must not misrepresent you or be intentionally inaccurate. Hanzefactor B.V. can, at its own discretion, at any time, suspend your access to services if we become aware that the provided information is incorrect or expired, until you provide or correct the information.

Availability of the services

Hanzefactor B.V. may change, limit, or discontinue any of the Services with reasonable notice, if such notice is required but is not mandatory. This includes for maintenance purposes. Hanzefactor B.V. is also entitled to temporarily prevent or restrict your use of the Services if and to the extent required for the security and functioning of the Services. Hanzefactor B.V. has no obligation to maintain the uptime of Services but shall try its best to make the Services reliable and available to you.

Prohibited use

When using the Services, you may not (or allow those acting on your behalf to):

- Utilize the Services for unauthorized or unlawful purposes, to engage in or support any unlawful activities, in a way that contradicts any applicable guidance, orders, regulations, or rules of Hanzefactor B.V. or any presiding government, court, law enforcement agency, supervisory authority and/or regulatory agency, or to facilitate any activities that can lead to death, personal injury, crime, or environmental damage;
- Use the Services for a third-party or enable a third-party to use PushReceiver by disclosing, offering or selling your account information or by any other means except to your own legally authorized representatives;
Copy, reverse engineer or attempt to extract the source code from any component of the Services;
- Introduce into any component of the software: any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
- Interfere with or disrupt in any way PushReceiver or the servers or networks providing the Services.
- Use unauthorized bots or applications to access the services.
- Submit false, incorrect, or incomplete information through the Services.

Indemnification

Unless prohibited by applicable law, you will defend and indemnify Hanzefactor B.V. and its affiliates, directors, officers, employees, contractors, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses, including all damages Hanzefactor B.V. may incur relating to any allegation or third-party legal proceeding to the extent it arises from your misuse of the Services or your violation of these Terms.

Limitation of Liability

Unless prevented by law, Hanzefactor B.V. will not be responsible for lost profits, revenues, loss of data, financial losses, or indirect incidental, special, consequently, exemplary, or punitive damages and any liability shall be limited to body, life, or health. In all cases, Hanzefactor B.V. will not be liable for any expense, loss, or damage that is not reasonably foreseeable irrespective of the legal basis. Where liability is based on fault, Hanzefactor B.V. liability for damages caused by intentional acts and gross negligence shall be unlimited. In all other cases, the liability of Hanzefactor B.V. is excluded.

Limitation of Action

You must bring any claim for damages in writing within two months after the alleged damage has occurred. Any claim for damages against Hanzefactor B.V. lapses on the mere expiry of a period of two months after the claim arose.

Force Majeure

Hanzefactor B.V. is not obliged to perform any of the obligations under the contract or the terms and conditions in case of force majeure. Force majeure includes, but is not limited to: interruptions or breakdown of the internet, telecommunications infrastructure, power failures, mobilisation, war, domestic unrest, interruptions in transport, strikes, lockouts, business interruptions, stagnation in supplies, fires, floods, unavailability of one or more of Hanzefactor B.V. employees or breach of the obligations of Hanzefactor B.V. suppliers.

Warranties

Hanzefactor B.V. do not provide for any other guarantees, undertakings, and/or commitments than those explicitly provided for in the terms and conditions.

Privacy

Please refer to Hanzefactor B.V.'s Privacy Policy above for information about how we collect, use, and disclose information about you. By accepting these Terms, you acknowledge that you must also consent to the data handling and information security practices described in our Privacy Policy.

Termination

You may terminate this Agreement at any time without notice and without stating reasons, by contacting Hanzefactor B.V. in writing, or simply by stopping your use of the Services. Hanzefactor B.V. reserves the right to terminate the Agreement with you at any time and for any reason with you by giving you reasonable notice via email. Hanzefactor B.V. also reserves the right to discontinue the Services or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you. If you or Hanzefactor B.V. terminate this agreement, Hanzefactor B.V. may block your accounts at the effective date of termination. After which it will no longer be possible to use the Services without agreeing to these terms.

General Provisions

These terms and conditions constitute the entire agreement between you and Hanzefactor B.V. unless a separate agreement has been formed. Unless indicated elsewhere, these terms and conditions shall supersede any oral arrangements, and all supplements and modifications must be made in writing. Where this agreement conflicts with separate agreements between you and Hanzefactor B.V. related to the services, these terms shall be superseded by any conflicting parts of those arrangements.

Should any provision of the terms and conditions be declared invalid or void, this shall not affect the validity of any of the other provisions included in the terms and conditions. In such case, Hanzefactor B.V. will with reasonable care amend the terms and conditions with the aim to achieve the same object and purposes served by the provided declared invalid.

These terms and conditions do not create any third-party beneficiary rights or any agency, partnership, or joint venture. Nothing in these terms will limit either your or Hanzefactor B.V.'s ability to seek injunctive relief. You are not entitled to set-off unless your claims are legally established. If

you do not comply with these terms, and Hanzefactor B.V. does not take immediate action, this does not mean Hanzefactor B.V. is giving up any rights that it may have such as taking action in the future. If a particular term is not enforceable under law, this will not affect any other terms.

Applicable Law and Disputes

The contract and the terms and conditions are governed by Dutch law in adherence and conformity with applicable European directives. The laws of The Netherlands will apply to any disputes that a user and Hanzefactor B.V. cannot settle amicably arising out of or related to these terms or the services. If applicable Dutch or European law provisions determine that another judge is also competent, then the case may also be brought before this judge.

Disclaimer

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS OF SERVICE, HANZEFACTOR B.V. DOES NOT MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICE. FOR EXAMPLE, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THE SERVICES' RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. HANZEFACTOR B.V. ALSO DOES NOT REPRESENT OR WARRANT THAT THE CONTENT OR THE SERVICES ARE COMPLETELY ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WE PROVIDE THE SERVICES "AS IS". YOU ALSO ACKNOWLEDGE THAT, BECAUSE OF THE NATURE OF THE INTERNET, MOBILE NETWORKS, AND THE DEVICES WHICH ACCESS THE INTERNET AND/OR MOBILE NETWORKS, THE SERVICES MAY NOT BE ACCESSIBLE WHEN NEEDED, AND THAT INFORMATION, DATA, PHOTO'S, AUDIO AND VIDEO TRANSMITTED OVER THE INTERNET AND/OR MOBILE NETWORKS MAY BE SUBJECT TO INTERRUPTION OR THIRD PARTY INTERCEPTION AND MODIFICATION THAT IS OUTSIDE THE CONTROL OF HANZEFACTOR B.V. ADDITIONALLY, HANZEFACTOR B.V. CANNOT WARRANT OR REPRESENT THAT YOUR USE OF THE INTERNET OR SERVICES IS SAFE AND YOU SHOULD USE REASONABLE SAFETY MEASURES TO PROTECT YOURSELF FROM ANY HARMFUL COMPONENTS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES AND YOUR RELIANCE UPON ANY OF THE CONTENT IS AT YOUR SOLE RISK.

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THESE TERMS OF SERVICE, TO THE EXTENT PERMITTED BY LAW, HANZEFACTOR B.V. EXCLUDES ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

Eligibility to use the Services

By using or registering for the Services you represent and agree that:

- You are 18 years or older.
- You will follow these Terms.
- You have not been suspended from using the Services before.
- You will provide updated and accurate information.
- Only you or a legally authorised representative of yours will use your account.

- You will maintain the security of your account and never transfer it.
- You will only register for one account that is on behalf of yourself when registering as a natural person.
- You are not sanctioned, a close associate, relative, or friend, of a sanctioned individual or entity, or restricted in a way that would make your use of the Services unlawful according to any applicable laws or treaties such as the United Nations Security Council Resolutions, EU sanctions, Office of Foreign Assets Controls (OFAC), or any other trade, economic or financial sanctions and/or restrictions.
- You will otherwise follow the law.