

1. INTRODUCTION AND SCOPE

This Privacy Statement (the “**Statement**”) applies to the website www.giftify.me (the “**Website**”), owned, operated and/or used by:

GIFTIFY

Cantersteen 47
1000 Brussels
BELGIUM

Business Number: BE 0820.246.648

Hereinafter “**Giftify**”, “**we**” or “**us**”

Giftify considers the protection of privacy as being of fundamental importance and would like to enable you - as a visitor to its website - to retain full control over what happens to your personal data and privacy and to keep you informed.

All capitalized terms not defined in this Statement shall have the meaning given to them in 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 (“**General Data Protection Regulation**” or “**GDPR**”).

Your Personal Data and your privacy are protected by Giftify in accordance with Belgian and European regulations on the protection of privacy. Please read this Statement very carefully. The following describes not only your rights, but also the way in which you can exercise these rights.

By visiting our Website, disclosing your Personal Data, or accepting this Statement, you expressly consent to the way Giftify collects and Processes your Personal Data as described in this Statement.

2. WHO PROCESSES YOUR PERSONAL DATA AND HOW CAN YOU CONTACT GIFTIFY?

Giftify is responsible for the Processing of your Personal Data that you provide through the Website. Giftify has appointed a privacy officer, whom you can always contact for questions about your privacy and the Processing of your Personal Data. The privacy officer can be reached at:

GIFTIFY

Cantersteen 47
1000 Brussels
BELGIUM

Privacy officer

Email: privacy@giftify.me

3. TYPES OF INFORMATION GIFTIFY MAY COLLECT FROM YOU

Giftify may collect, store and use the following kinds of personal information about individuals who visit and use our website.

3.1. Information you supply to Giftify, on both Giftify.me and the Giftify Extranet:

You may provide us with information about yourself by, e.g., filling out demo booking or sample request forms on our website, by subscribing to our newsletter, or using the Giftify extranet.

The information you may provide can include your contact information, such as your name, business name, address, email address and telephone number, business number, MVC details, IBANs and other financial details relevant to processing your gift card loads/transactions etc.

3.2. Information Giftify's website automatically collects about you

With regard to each of your visits to our website, Giftify's website may automatically collect information including the following:

- Technical information, including a truncated and anonymised version of your Internet protocol (IP) address, browser type and version, operating system and platform;
- Information about your website visit, including what pages you visit, how long you are on the site, how you arrive at the site (including date and time); page response times, length of visit, sessions, what links you click on, what documents you download and download errors.

Cookies

For more information, reference is made to [Giftify's Cookie Policy](#)

Where Personal Data of a third party are disclosed via the Website or with a view to use the Website, the person communicating the Personal Data guarantees that they has informed that third party and that they have received all necessary consents to communicate the third party's Personal Data.

4. PURPOSES AND PRINCIPLES OF THE PROCESSING OF YOUR PERSONAL DATA?

The purpose and principles of the Processing of your Personal Data mainly depends on the category of Personal Data concerned. Below you will find an overview of the purposes and principles of the various Personal Data that we Process at Giftify.

4.1. Information you supply to Giftify:

4.1.1. Contact information

Contact information is collected when you:

- send Giftify an email;
- complete a voluntary satisfaction survey;
- complete a book a demo form;
- complete a sample request form;
- complete the contact us form;
- update a user profile on the Giftify extranet;
- enter your email address to subscribe for the Giftify newsletter and to receive direct marketing messages.

Giftify **will use this information** to:

- provide you with information and/or services that you request from us;
- answer your questions;
- provide you with improved product offerings and client services;
- improve your customer and/or user experience.

Grounds for Processing:

- necessary for the performance of the agreement + Consent

4.1.2. Application Related Information

When you apply for a job at Giftify, you are directed to the Breezy HR website application. Application related information is directly collected by Breezy HR and afterwards shared with Giftify. Giftify processes the application related information with a view to possible recruitment.

Grounds for Processing:

- Legitimate interest

4.2. Information Giftify automatically collects about you

This information is collected anonymously and is not linked to information that identifies you as an individual. Giftify tracks your visit to:

- tailor its website to better suit your use and to improve its website in the future;
- administer our site including troubleshooting and statistical purposes.

Grounds for Processing:

- Legitimate interest

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Legitimate interest as a legal basis for the lawfulness of Processing is justified with regard to the Personal Data to improve your user experience, the Website and Giftify's product and services. The fact that Giftify Processes this Personal Data also benefits you as a visitor of the Website. Moreover, such Processing of Personal Data shall not create a risk to the fundamental rights and freedoms of you as a visitor of the Website, or any other visitors of the Website.

The Processing of certain of the above-mentioned Personal Data by Giftify and other information you might disclose, is necessary for the **performance of the agreement**. In the event you refuse to provide these Personal Data, Giftify will not be able to comply with certain of its obligations (e.g. responding to your questions, processing you demo booking or sample request, etc).

The **consent** you provide is always free, and you have the right to withdraw this consent at any time. Withdrawal of consent does not affect the Processing of Personal Data (i) prior to such withdrawal, (ii) based on a legitimate ground for Processing Personal Data, and (iii) in case of a legitimate interest of the Processing.

The above reasons may not be exhaustive, and Giftify may at any time Process your Personal Data for any other legitimate reason. In such cases, Giftify will notify you as soon as possible of the reason. Updates of this Statement may constitute such a notification.

5. RECEIVING AND SHARING PERSONAL DATA

5.1. When does Giftify receive your Personal Data?

Giftify receives your Personal Data in cases as and when:

- You visit the Website;
- You contact us via email;
- You contact us via telephone;
- You contact us via our website;
- You complete a voluntary customer satisfaction form;
- You complete a voluntary customer testimonial form;
- You complete a voluntary demo request form;
- You complete a voluntary sample request form;
- Via a Subsidiary of the Loyaltek Group, such as Paynovate, LoyalPay, and Fintronik;
- Via cookies;
- Via newsletter subscription.

5.2. Does Giftify share your Personal Data?

Giftify will only share your Personal Data in a minimal manner.

However, in order to follow up on your request or action on the Website, Giftify may sometimes need to share Personal Data with third parties or its subsidiaries.

You therefore give your express consent to share your Personal Data as described in this Statement.

Giftify's Data Processors and Subcontractors always act under Giftify's responsibility.

If Giftify contracts with Processors or Subcontractors, this will always be done in accordance with a Data Processing Agreement that meets the requirements of the GDPR and protects your Personal Data as well as possible.

Giftify may share your Personal Data with third parties, for the storage and Processing of your Personal Data, to respond to your requests, to send you content, and to optimise our Website.

Giftify does not rent, sell, or share your personal data with other persons or non-affiliated companies.

Giftify will use all reasonable efforts to ensure that your personal data is not disclosed to regional/national institutions and authorities, unless required by law or other regulations.

When visiting the Website, if you are redirected to another application, platform or website, other terms and conditions and privacy and cookie policies may apply. You should consider and read the terms and conditions, as well as the privacy and cookie policies of those applications, platforms, and websites.

Giftify may receive your Personal Data from these third parties.

6. TRANSFER OF PERSONAL DATA TO COUNTRIES OUTSIDE THE EUROPEAN ECONOMIC AREA (EEA)

In principle, Giftify does not transfer your Personal Data to countries outside the EEA. It is, however, possible that Giftify- through its Processors or Subprocessors - does transfer your Personal Data to countries outside the EEA.

Should a less strict protection for Personal Data apply in a specific country than within the EEA, Giftify will then ensure that the same level of protection is achieved (e.g. by concluding an agreement with the Processor located in a country outside the EEA).

7. DIRECT MARKETING

Giftify will only use your Personal Data for direct marketing purposes after receiving consent. You may at any time withdraw this consent and object to the Processing of your Personal Data for direct marketing purposes, including profiling, to the extent that it is related to such direct marketing (free of charge).

It is also possible that your Personal Data will be subject to profiling for further marketing purposes. This enables Giftify to keep you informed about its products, updates, events, etc. In accepting the Privacy Policy, you have given your explicit consent for this legitimate interest use of your Data.

You shall have the right at any time to object to the Processing of your Personal Data for direct marketing purposes, including profiling to the extent that it is related to such direct marketing, free of charge, by sending an email to

8. HOW LONG WILL GIFTIFY RETAIN YOUR PERSONAL DATA?

Giftify applies the following retention periods for your Personal Data:

8.1. Information you supply to Giftify:

8.1.1. Contact information

Maximum one (1) year after submission of your Personal Data.

In accepting secondary opt-ins delineated in the Privacy Policy, you consent to having your Personal Data collected for direct marketing purposes, and that this data will be retained as long as the consent is valid and has not been withdrawn.

8.1.2. Application related information

Maximum one (1) year after receipt of the application related information.

8.2. Information Giftify automatically collects about you

8.2.1. Technical information

Maximum two (2) years after visiting our Website.

8.2.2. Information about your visit

Maximum two (2) years after visiting our Website.

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Giftify retains your Personal Data in its own databases and/or in the databases of its subsidiaries. You may ask Giftify to provide a copy of the list of these subsidiaries at any time.

9. HOW DOES GIFTIFY SAFEGUARD YOUR PERSONAL DATA?

Giftify has developed appropriate technical and organizational measures, safeguards and assurances to Process your Personal Data in accordance with applicable Belgian and European regulations, in particular to protect your Personal Data against loss, misuse, or unauthorized alteration.

Giftify makes all reasonable and appropriate efforts to protect the confidentiality of your Personal Data.

Despite the technical and organisational measures taken by Giftify, you should be aware that there are always risks associated with sending Personal Data over the Internet. The security and protection of your Personal Data can never be fully guaranteed.

10. WHAT RIGHTS DO YOU ENJOY?

If and in as far as provided for in the applicable Belgian and European regulations, you have the right:

- to receive confirmation as to whether Giftify Processes your Personal Data and, where this is the case, to access the Personal Data that Giftify Processes;
- to corrections by Giftify, without undue delay, of any inaccurate or incomplete Personal Data;
- to have your Personal Data deleted by Giftify;
- to obtain your Personal Data and to transfer them to another Controller or Processor;
- to obtain a limitation of the Processing of your Personal Data from Giftify, to the extent possible subject to applicable Belgian and European regulations;
- to receive your Personal Data in a structured, common and machine-readable format;
- to prevent the Processing of your Personal Data and the use of your Personal Data for direct marketing purposes.

You may exercise these rights by contacting the privacy officer and providing him or her with a copy of your identity card (e.g. **no** identification number may be visible).

If and to the extent provided for in the applicable Belgian and European regulations, you have the right to file a complaint with the competent supervisory authority should the Processing of your Personal Data violate the applicable regulations. In Belgium where Giftify is incorporated, this is the Data Protection Authority ("Gegevensbeschermingsautoriteit") <https://www.dataprotectionauthority.be>.

11. AMENDMENTS TO THIS STATEMENT

Giftify may amend this Statement at any time. Any amendments Giftify may make to its Privacy Policy in the future will be posted on this page and, where appropriate, you may be notified by e-mail. Amended versions of this Statement take effect ten (10) days after their publication on the Website. Where required they will always be submitted for approval.

12. CONSENT FOR DISCLOSURE

You acknowledge, confirm, and expressly consent that we may disclose your Personal Data if this is required by law, or if Giftify determines in good faith that such disclosure is required in order:

- to comply with any pending judicial inquiry, judicial order or litigation pertaining to the Website;
- to compel observance of the general terms and conditions of Giftify;
- to respond to claims against Giftify regarding Personal Data that violate any rights of third parties;
- to safeguard the rights, property and safety of Giftify, its employees, users, and the general public.

Giftify may disclose your Personal Data to competent police or judicial authorities or other official government authorities if Giftify deems this useful or necessary, in its sole discretion, for the investigation of fraud, intellectual property infringement or any other harmful activity, or if Giftify reasonably suspects that such activity may expose Giftify or you to any liability.

13. LIABILITY

If Giftify has legitimately transmitted your Personal Data to a third party (not being one of its aforementioned legitimate Third-Party Partners, Processors, or Subsidiaries), Giftify shall not be liable for any unlawful Processing or unlawful use by that third party.

Under no circumstances does Giftify accept responsibility for any direct or indirect damage resulting from faulty or unlawful use of the Personal Data by a third party (not being a Processor or Subsidiary). Giftify is also not liable when third parties Process or use your Personal Data illegitimately and Giftify has taken the appropriate technical and organizational measures to go against such illegitimate Processing or use.

Giftify is in any case only liable for the damage caused by Processing of Personal Data if it did not comply with its specific obligations of GDPR. Giftify shall in no event be liable for any special, incidental, indirect or consequential losses or damages.

14. APPLICABLE LAW AND COMPETENCE CLAUSE

This Statement shall be governed, interpreted, and implemented in accordance with Belgian law, which applies exclusively in the event of any dispute.

The Courts of Brussels are exclusively competent to decide on any dispute that may arise from the interpretation or implementation of this Statement, without prejudice to the consumer's right to present a dispute before the competent court on the basis of a mandatory statutory provision.

