

# PRIVACY POLICY

*Last update: September 2022*

This Privacy Policy is between MELUSYN, a French corporation, with a principal place of business at 1 avenue Bernard Hirsch 95000 CERGY (hereinafter “**MELUSYN**” or “**SETKEEPER**”), and a Client or a User within the meaning of the Terms and condition of Use (hereinafter the “**Client/User**”) (hereinafter individually referred to as “**Party**” and collectively as “**Parties**”).

MELUSYN, known under the trade name “**SETKEEPER**”, operates a digital solution intended for professionals in the audiovisual production sector, in the form of an online management tool (hereinafter the “**Software**”) also accessible at the address <https://setkeeper.com/> (hereinafter the “**Website**”).

The Client/User has accepted the Terms and condition of Use (hereinafter the “**Agreement**”) under the terms of which SETKEEPER provides the User/Client (and its affiliates) with its Software, Website and/or any other services.

When creating an account, the Client/User must accept this Privacy Policy (hereinafter the “**Privacy Policy**”). By accepting the quote submitted by MELUSYN the Client is deemed to accept this Privacy Policy and the Agreement.

When using the Website/Software, the Client/User shall comply with terms and conditions of this Privacy Policy and applicable laws and regulations. The Client/User is responsible for all activities of all the persons involved in the audiovisual production project who directly or indirectly use the Software and the Website and agrees to ensure that any such persons will comply with the terms of this Privacy Policy.

This Privacy Policy applies in conjunction with the Terms and Conditions of Use available at the URL <https://setkeeper.com>.

This Privacy Policy specifies the data protection obligations and rights of the Parties in the execution of the Agreement.

The purpose of this document is to define:

- the conditions under which MELUSYN processes, as a data controller within the meaning of the Data Protection Laws, the Personal Data of the Client/User within the framework of the execution of the Agreement (**PART I**).
- the conditions under which MELUSYN undertakes to carry out the processing of the Client/User Personal Data within the framework of the execution of its obligations under the Agreement (**PART II**).
- The general provisions applicable whether MELUSYN is data processor or data controller in its relationship with the Client/User (**PART III**).

It is agreed between the Parties that as MELUSYN frequently updates this Privacy Policy, they will always refer to the latest version accessible with the following link: <https://www.setkeeper.com/legal/#privacy>.

The Client/User is invited to regularly read this Privacy Policy.

For the entirety of this Privacy Policy, the following terms with the first letter of which is capitalized, shall have the following meaning:

**Data Protection Laws** : means the Regulation (EU) 2016/679 (General Data Protection Regulation or GDPR) as well as and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the measures, guidance, opinion and codes of practice issued by a data protection authority applicable to the controllers and the Processor that is already in force or that will come into force during the term of the Agreement, including any measure, guideline and opinion issued by the data protection authorities.

**Services:** means the services provided by MELUSYN to the Client/User in connection with the Agreement.

The definitions included in the Agreement apply to this Privacy Policy.

Each Party undertakes to comply with its obligations under the Data Protection Laws. The Parties are solely responsible for compliance with the provisions of the Data Protection Laws to their respective status as controller and processor.

Each Party shall refrain from committing any act that may place the other Party in breach of the Data Protection Laws.

## **PART I - Processing of the Client / User's Personal Data by MELUSYN as Data Controller**

### **1. Definitions**

In this part, the following defined terms, with the first letter of which is capitalized, shall have the following definition:

**Personal Data** means any information relating to a natural person who is identified or can be identified, directly or indirectly, by reference to an identification number or to one or more elements that are specific to him. This may include the surname, first name of the Client and/or the User, his telephone number, his e-mail and postal address or his gender communicated during the creation of his personal account.

**Data Controller** means the natural or legal person who determines the purposes and means of a Processing, i.e. the objective and the way of carrying it out. For the purposes of this PART I, the Data Controller is MELUSYN.

**Processing of Personal Data** means any operation or set of operations relating to the Personal Data, for example the collection, recording, storage, consultation, communication or deletion and destruction of the Personal Data.

**Recipient:** means the natural or legal person who receives communication of the Personal Data.

## **2. Personal Data**

The Client's and/or the User's Personal Data collected through the Website and/or Software are automatically processed by MELUSYN for the administration and management of the Client and User's Personal Account, or for statistical purposes.

Besides, Client's and/or User's Personal Data can be used by MELUSYN to communicate commercial promotions and advertising from MELUSYN regarding similar services and products, without further consent from the User/Client.

MELUSYN shall ensure that it only collects and processes Personal Data that is strictly necessary for the purpose for which it is processed.

The Processing of Personal Data is essential for MELUSYN to provide the Services to the Client and/or User. Thus, if the Client and/or User does not wish to provide the requested information, the Client and/or User understands and agrees that MELUSYN will certainly not be able to provide the Services.

The different categories of Personal Data collected are detailed below.

The Personal Data required to create the Client's and/or User's Personal Account:

- Email address,
- Surname, first name of a contact,
- Password,
- Phone number.

Other Personal Data are collected within the framework of the creation of Personal Account. These data however, concern legal entities (trade register, name, registered office) and are not considered as Personal Data.

However, if the data concerning the legal entities are identical to those of a physical person (for example: company name corresponding to the surname and first name of the manager), this Personal Data is processed in accordance with the present.

The Client and/or the User undertakes to provide true, accurate, up-to-date and complete information on his identity. The User and/or the Client undertakes to immediately update any changed information that he/she has provided during the creation of a Personal Account.

The Client and/or the User can provide MELUSYN with Personal Data related to a third party (non-subscriber to the Website/Software). In such circumstances the Client and/or the User must ensure that they have the third party's necessary authorization to do so. In no way, shall MELUSYN be held liable, regarding third parties Personal Data.

It is understood between the Parties that the Personal Data are only transmitted by the Client to MELUSYN.

## **3. Lawfulness and purposes of the Processing of Personal Data by MELUSYN**

The Personal Data shall be used by MELUSYN in accordance with the Data Protection Laws. The Processing of the Personal Data is therefore lawful insofar as:

- It is intended to perform the Agreement and/or;

- It aims to comply with the legal obligations to which MELUSYN is subject and/or;
- The Client and/or the User have consented to the Processing of their Personal Data and/or;
- There is a legitimate interest pursued by MELUSYN. MELUSYN 's legitimate interest is mainly based on commercial and financial reasons for Processing the Personal Data.

The collection of Personal Data is essential for the use of the Website/Software and more generally for the provision of the Services.

The purposes of the Personal Data Processing are as follows:

- To carry out operations related to the provision of the Services and the management of the Agreement,
- To manage the requests of the Client and/or the User,
- To compile commercial statistics,
- To manage notices and comments on the Software, the Website and the Services,
- Organize promotional operations and events,
- To allow for security, performance, legal and technical audits.

#### **4. The period for which the Personal Data will be stored**

The Personal Data collected by MELUSYN as part of the performance of the Agreement and the provision of the Website/Software shall be kept by MELUSYN for the entire duration of the Agreement, or for such further period as is required by law or regulation.

The Personal Data used to establish proof of a right or an agreement, or kept complying with a legal obligation, may be subject to secure archiving for a period not exceeding the time required for the purposes for which they are kept.

#### **5. Access to Personal Data**

The Recipients are the authorized employees and staff of MELUSYN, in particular the departments responsible for handling Client relations, logistics and IT services are likely to have access to the Personal Data.

In addition, MELUSYN'S sub-processors may have access to the Personal Data, particularly in the context of their mission to:

- Website/Software hosting.
- Development, maintenance, and operation of the Website / Software.
- Payment platform.
- Client/User relationship.

The list and privacy policies of MELUSYN'S sub-processors are in Appendix 2.

MELUSYN can call upon subsequent sub-processors. MELUSYN will document these changes to the list of sub-processors and make these available to the Client/User by the following URL: <https://www.setkeeper.com/legal/#subprocessor>.

The Processing of Personal Data carried out by MELUSYN and MELUSYN's sub-processors is governed by agreements in which the sub-processors undertake to use their best efforts to comply with the Data Protection Laws and, more generally, with all the obligations upon them, particularly in terms of protecting the security and confidentiality of the Personal Data.

The Personal Data may also be transmitted to the judicial and supervisory authorities, but also to judicial and legal officers as part of their mission to collect debts and protect the interests of MELUSYN and MELUSYN.

## **6. Transmission of Personal Data**

Client and/or Users are informed that certain Personal Data may be transmitted for the purposes defined above to partners located in countries outside the European Union.

MELUSYN takes all necessary steps to ensure the security of Personal Data. Prior to the transfer of Personal Data outside the European Union, and in accordance with the Data Protection Laws, MELUSYN shall make its best efforts to implement the necessary guarantees for the security of such transfers and to assure Client and/or Users that the transfers are carried out in accordance with the Data Protection Laws.

MELUSYN uses the services of the sub-processors which are listed in Appendix 2.

As part of these transfers, most of these sub-processors implements mechanisms to ensure compliance with the Data Protection Laws such as the standard contractual clauses.

For more information, the Client and/or User are invited to consult the privacy policies of MELUSYN's sub-processors, which are available in Appendix 2.

MELUSYN may use other sub-processors and will ensure that these sub-processors have sufficient mechanisms in place to ensure compliance with the Data Protection Laws such as the standard contractual clauses.

MELUSYN will document these changes to the list of sub-processors and proactively make these available to the Client/User by the following URL: <https://www.setkeeper.com/legal/#subprocessor>.

In any event, the Client and/or User may withdraw their consent to the transfer of their Personal Data outside the European Union at any time by contacting MELUSYN at [legal@setkeeper.com](mailto:legal@setkeeper.com). However, the Client and/or User understand and agreed that the use of sub-processor is necessary to fulfill the terms of the Agreement. In this context, if the Client and/or User does not want their data to be transferred to sub-processors, they understand and agree that MELUSYN may no longer be able to provide the Services.

## **7. Security of Personal Data**

Considering the state of knowledge, the costs of implementation and the nature of the Personal Data in question, MELUSYN undertakes to put in place appropriate measures to preserve the security and confidentiality of the Personal Data. MELUSYN shall thus ensure that the Personal Data is not distorted or damaged or that unauthorized third parties have access to it.

MELUSYN ensures that:

- Raising awareness of the confidentiality requirements of its employees who have access to the Personal Data.
- Securing access to its premises and IT platforms.
- The high level of requirement in terms of Personal Data protection when selecting its subcontracting partners.

A description of the Security measures put in place is attached as Appendix 1.

## **8. Client and/or Users rights**

In accordance with the Data Protection Laws, the Client and/or User hold the following rights:

- Right to access their Personal Data.
- Right to rectify, complete or update their Personal Data.
- Right to object to the Processing of their Personal Data for legitimate reasons.
- Right to request the portability of their Personal Data, that is, the right to receive the Personal Data provided in a structured format, and the right to transmit their Personal Data to a third party.
- The right to request a limitation of the Processing carried out by MELUSYN in relation to their Personal Data.
- The right to request the deletion of their Personal Data.
- The right to communicate instructions regarding the retention, deletion and communication of their Personal Data after their death, which instructions may also be registered with a « certified digital trustworthy third party ».

Notwithstanding the foregoing, MELUSYN may retain certain Personal Data when required to do so by Data Protection Laws to its business or based on a legitimate reason.

The Client and/or User may exercise their rights writing to [legal@setkeeper.com](mailto:legal@setkeeper.com).

MELUSYN shall ensure that it responds to the request as soon as possible and, in any event, within the time limits set by the Data Protection Laws.

The Client and/or User may lodge a complaint with a territorially competent supervisory authority.

## **PART II – Processing of Personal Data by MELUSYN in the performance of the Services pursuant to the Agreement**

### **1. Definitions**

In this part, the following defined terms, with the first letter of which is capitalized, shall have the following definition:

**Data Controller** means the natural or legal person which, alone or jointly with others, determines the purposes and means of the processing of personal data.

**Data Processor** means a natural or legal person, which processes personal data on behalf of the controller.

**Data Subjects** means any identified or identifiable natural person whose Personal Data is processed by MELUSYN on behalf of the Client in the context of the performance of the Agreement and the provision of the Services. The Data Subjects are in particular the Client, the Users, Recipients, but also Client employees, independent contractors, candidates, partners, talent and more broadly individuals involved in each project such as production crew, freelancers, actors, suppliers, co-producers, clients etc.

**Personal Data** means any personal data (data that can directly or indirectly to identify an individual) that MELUSYN receives or has access to in the course of providing the Services, for example, personal data associated with Client, Users, Recipients, Client employees, independent contractors, candidates, partners, talent connection with MELUSYN 's Services, and more broadly individuals involved in each Project such as production crew, freelancers, actors, suppliers, co-producers, clients etc. The information related to the Projects in themselves are not considered as personal data under the terms of this PRIVACY POLICY.

**Processing** means any operation or set of operations which is 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.

## **2. General**

To fulfill its obligations under the Agreement, MELUSYN processes Personal data submitted by the Client and the Users on the Website or Software. The Client acts as Data Controller in terms of applicable Data Protection Laws. MELUSYN is a Data Processor in terms of applicable Data Protection Laws acting on behalf of the Client and under its written instructions (see article 4).

The purpose of this part is to define the conditions under which the Data Processor, MELUSYN, undertakes to carry out the Processing of Personal Data received from or on behalf of Data Controller, or otherwise obtained in connection with the Services provided by MELUSYN.

## **3. Obligation of MELUSYN**

Subject to the terms and conditions of the Agreement and the Privacy Policy, the Client permits MELUSYN to use Personal Data solely for the nature, purpose, and duration of the Processing necessary to perform the Agreement.

MELUSYN will process all Personal Data consistent with applicable Data Protection Laws and Client's written instructions. MELUSYN will inform the Client if believes that its Processing of the Personal Data would violate applicable Data Protection Laws.

## **4. Instruction and obligation of the Client**

### 4.1. Obligation of the Client

Client shall, in its use the Website or Software, process Personal Data in accordance with the requirements of Data Protection Laws, including any applicable requirement to provide notice to Data Subjects of the use of the Website or Software.

The Client guarantees that:

- The Processing meets the requirements of the Data Protection Laws.
- The instructions given to MELUSYN in connection with the Processing of the Personal Data comply with the Data Protection Laws.
- It has obtained the express consent of the Data Subjects to carry out the Processing and to transmit the Personal Data to MELUSYN for the purpose of performing the Agreement, which itself uses sub-processors located in the European Union and outside the European Union (articles 8 et 9 below).

- It has informed the Data Subjects of their rights (access, rectification, opposition, portability, etc.).

In this regard, the Client shall be responsible for any dispute regarding the collection or integrity of the Data Subjects' consent to the Processing of their Personal Data. The Client specifically acknowledges and agrees that its use of the Website or Software will not violate the rights of any Data Subject. If the Client (or any person acting on his behalf) breaches its obligations hereunder and under the Data Protection Laws, the Client shall indemnify MELUSYN against any claim, complaint or demand made by a Personal Data Subject and, accordingly, shall indemnify MELUSYN against any such claim, complaint, or demand. In such case, the Parties agree to work together to try to limit the claims against the Client.

#### 4.2. Instruction of the Client

*Scope, type, and purpose of the Processing:* Processing of the Data Controller's Data to perform the Software and the Website as described in detail in the Agreement which comprise following purpose(s): contact information and addresses on crew and cast, pictures on possible locations, audition tapes and availability on cast and crew, shared calendar with meetings and flight info or other purpose(s) as indicated by the Data Controller during the term of the Agreement.

The Client may request MELUSYN to collect other data (e.g. in the context of setting up a custom form).

In this case, the Client shall make a written request to MELUSYN and expressly list the data that it intends to collect so that the instructions given to MELUSYN are clear.

*Duration of the Processing:* The Processing shall continue for the duration of the Agreement.

*Categories of Data Subjects:* Individuals involved in each project such as production crew, freelancers, actors, suppliers, co-producers, clients.

*Type of Processed Personal Data:*

Non-sensitive: E.g.: name, address, age, education, work related information, phone number, account and trading information, email, IP address, browser type, operating system, device manufacturer and model, language.

The Client may request MELUSYN to collect other data (e.g. in the context of setting up a custom form).

In this case, the Client shall make a written request to MELUSYN and expressly list the data that it intends to collect.

*Frequency of the transfer:* Continuous basis depending on the use of the Software and the Website by the Data Controller.

### **5. Cooperation and Assistance**

**5.1.** MELUSYN shall co-operate and provide assistance and information as reasonably requested by the Client in order to enable the Client to comply with its obligations under Data Protection Laws.

In particular, MELUSYN shall assist the Client:



- by immediately informing the Client and transferring the request, if MELUSYN received a request from a Data Subject for exercising its rights of access to, rectification, erasure, restriction of, portability and objection to Processing of its Personal Data and by taking appropriate technical and organizational measures for the fulfillment of Client's obligations to respond to such request. In no event should MELUSYN respond to such request without Client's prior written consent.
- by cooperating with any competent authority as regards the Client's Personal Data Processing.
- by immediately informing in writing the Client if MELUSYN received a request from a competent authority in relation to the Personal Data Processing. MELUSYN shall notably provide all required assistance to the Client in the context of a competent authority investigation or consultation obligation under Data Protection Laws, such as data protection impact assessments. In no event should MELUSYN respond to such request without Client's prior written consent.
- by cooperating with any Client's employee, agent and notably with Client's Data Protection Officer and data protection correspondents.

**5.2.** MELUSYN shall contribute to the proper conduct of audits and inspections performed by the Client or a third party appointed for this purpose. The Parties agree that audits performed or arranged by the Client shall be at the Client's sole expense and shall be limited to a maximum of once per year.

MELUSYN shall make available to the Client the documentation necessary to demonstrate compliance with all its obligations and to enable and assist in audits, including inspections, by the Client or another auditor appointed by the Client.

**5.3.** In any event, MELUSYN shall not be liable, and the Client shall indemnify MELUSYN for any damage suffered if the rights of Data Subject are denied due to the fault of the Client or any person acting on his behalf.

## **6. Security**

**6.1.** MELUSYN shall satisfy its own obligations under Data Protection Laws and assist the Client for the fulfillment of its obligations under Data Protection Laws as regards the security of Processing.

**6.2.** MELUSYN, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing of the Personal Data, as well as the risk to the rights and freedoms of natural persons and the likelihood and severity of the same, undertakes do its best efforts to implement appropriate technical and organizational measures to ensure a level of security that is proportionate to the risk associated with the Processing of the Personal Data, including :

- maintaining industry-standard perimeter protection for MELUSYN 's network and devices connected thereto.
- applying, as soon as practicable, patches or other controls to MELUSYN 's System that effectively address actual or potential code-based security vulnerabilities; employing commercially reasonable efforts to ensure that MELUSYN 's system remains free of security vulnerabilities, viruses, malware, and other harmful code.
- employing commercially reasonable efforts to practice safe coding standard and practices which address common application security vulnerabilities.
- providing appropriate education and training to MELUSYN employees and workers regarding these security measures and ensuring that those individuals are bound by confidentiality obligations.

Throughout the term of the Agreement, MELUSYN shall establish and maintain, as well as develop further (if necessary), the technical and organizational measures.

A description of the security measures put in place is attached as Appendix 1.

**6.3.** MELUSYN shall disclose Personal Data only to its employees, agents, suppliers who have a need to know it strictly for the performance of the Services provided that they have agreed in writing to comply with confidentiality and data protection obligations no less restrictive than those set forth herein or are under appropriate statutory obligations of confidentiality. MELUSYN shall therefore take appropriate steps to ensure that any natural person acting under its authority and who has access to Personal Data, process such data in accordance with instructions from the Client.

## **7. Personal Data breach**

MELUSYN shall notify the Client of any Personal Data breach, without delay after becoming aware of the Data breach, but in any event no later than 48 hours of being aware of it.

Such notification shall be supported by any information and documentation available to MELUSYN which may enable the Client, if necessary, to notify the relevant supervisory authority of the Data breach.

MELUSYN shall take all necessary and appropriate measures to identify and remedy the breach, within the limits of its resources.

## **8. Sub-Processing**

It is understood between the Parties that the Personal Data are only transmitted by the Client to MELUSYN. No Personal Data transfer is therefore made from MELUSYN to the Client.

However, the Client authorizes MELUSYN to engage sub-processors.

MELUSYN shall inform the Client of its intention to engage another sub-processor. The Client may reasonably oppose the proposed engagement of a new sub-processor. The Client shall notify MELUSYN of such objections in writing within 14 days after receipt of the Processor's notice relating to such new sub-processor. If the Parties cannot resolve the objections, MELUSYN will not make the proposed engagement. If the Client does not object the engagement of a new sub-processor, MELUSYN shall document these changes to the list of sub-processors and proactively make these available to the Client by the following URL: <https://www.setkeeper.com/legal/#subprocessor>. However, if the Client object the engagement of a new sub-processor which is necessary to fulfill the terms of the Agreement, the Client understand and agree that MELUSYN may no longer be able to provide the Services.

MELUSYN shall ensure that each sub-processor provides adequate guarantees for the purposes of the Data Protection Laws with reference to the technical and organizational measures adopted for the Processing of the Personal Data.

The Client acknowledges and accepts that MELUSYN already uses sub-processors.

The list of MELUSYN's sub-processors is attached in Appendix 2.

The Processing carried out by MELUSYN's sub-processors is governed by agreements in which the sub-processors undertake to use their best efforts to comply with the Data Protection Laws and, more

generally, with all the obligations upon them, particularly in terms of protecting the security and confidentiality of the Personal Data.

For more information, the Client and user are invited to consult the privacy policies of MELUSYN's sub-processors, which are available in Appendix 2.

## **9. Location and Transfer of the Personal Data**

The Client is informed that certain Personal Data of Data subjects may be transmitted for the purposes defined above to partners located in countries outside the European Union. MELUSYN do its best efforts to ensure the security of Personal Data.

Prior to the transfer of Personal Data outside the European Union, and in accordance with the Data Protection Laws, MELUSYN shall make its best efforts to implement the necessary guarantees for the security of such transfers and to assure the Client that the transfers are carried out in accordance with the Data Protection Laws.

In particular, MELUSYN uses the services of the sub-processors listed in Appendix 2.

As part of these transfers, most of these sub-processors implements mechanisms to ensure compliance with the Data Protection Laws such as the standard contractual clauses.

For more information, the Client is invited to consult the privacy policies of MELUSYN's sub-processors, which are available in Appendix 2.

MELUSYN may use other sub-processors and will ensure that these sub-processors have sufficient mechanisms in place to ensure compliance with the Data Protection Laws such as the standard contractual clauses.

## **PART III. General provisions**

### **1. Term and termination**

The Privacy Policy shall come into force upon acceptance and shall remain in effect for the duration of the Agreement.

Notwithstanding the foregoing, the clauses which, by their nature, are intended to remain in force after the end of the Agreement, shall continue to be effective.

When acting as sub-processor in accordance with PART II and without prejudice to any other MELUSYN's obligations set forth under the Agreement, upon termination of the Agreement, MELUSYN shall at the Client's discretion:

- delete Personal Data together with any copies and extracts or;
- return all Personal Data to Client after initiation by the Client and delete all existing copies and extracts of the same or;
- send all Personal Data to the sub-processor designated by the Client, through a standard format available in the MELUSYN system, and delete all existing copies and extracts of the same.

Notwithstanding the above, MELUSYN shall be authorized to retain one copy of Personal Data if it can prove that it is strictly required by its applicable law to retain it. In which case, MELUSYN will take

appropriate measures to preserve its continuing confidentiality in strict compliance with Data Protection Laws.

## **2. Liability**

Within the framework of their contractual relations, the Parties undertake to comply with the Legislation. In this respect, the Parties are solely responsible for compliance with the provisions of the Legislation applicable to their respective status as data controller and data processor. Furthermore, each Party shall refrain from committing any act that may place the other in a position of violation of the Legislation.

Each Party shall be liable for damage caused to the other Party in the event of non-compliance with this Privacy Policy.

If the Client proves that it has suffered damage as a result of MELUSYN 's failure to comply with this Privacy Policy, MELUSYN shall only be liable for the direct damage suffered by the Client, provided that the Client proves this.

If, despite compliance with all the provisions of this Privacy Policy and in particular the recommendations of the CNIL and ANSSI on Data Protection as set out above, a breach has occurred, MELUSYN shall not be liable if it proves the occurrence of a force majeure event, as defined by the French Civil Code and the case law, or that the breach is due to behavior of a third party that MELUSYN could not anticipate or prevent .

Events of force majeure are deemed to be those that are external, unforeseeable and insurmountable, and which make it impossible to avoid a data breach. Force majeure is defined as an event beyond the control of MELUSYN, the effects of which cannot be avoided by appropriate measures. In this respect, a virus, cyber-attack or hacking are not considered as force majeure by the case law.

In the event of a breach by the data processor of any of the provisions of the Legislation, this Privacy Policy or related appendices, the data processor undertakes to take the necessary measures without delay to remedy the situation and expressly acknowledges that it will be held liable for all the damage resulting from the said breaches, both with regard to the data Controller, the data subjects and third parties.

## **3. Governing law and dispute resolution**

This Privacy Policy is governed by the laws of France. Any dispute that may arise out of this Privacy Policy shall be submitted to the exclusive jurisdiction of the Court of Paris.

## **4. Amendment**

The Parties acknowledge and agree that if applicable laws or regulatory guidelines are significantly amended, the terms and conditions of this Privacy Policy shall be revised to reflect, to the greatest extent possible, the originally intended principles of the Parties when executing this Privacy Policy.

MELUSYN will inform the Client/User if the Privacy Policy is changed. However, the Client/User is advised to regularly check the latest version of the policy at <https://www.setkeeper.com/legal/#privacy>.

## **5. Conflict between the Privacy Policy and the Agreement**

In the event of any inconsistency between the provisions of this Client/User and the remaining provisions of the Agreement, the provisions of this Client/User shall prevail in relation to any issue concerning the Processing of Personal Data.

## **Appendix 1: MELUSYN's security measures**

### **Secure hosting**

MELUSYN uses Amazon Web Services (AWS) to store and process data. MELUSYN also use Google Cloud Platform to host its web applications and websites. To ensure compliance with industry best practices, Amazon and Google's data centers are accredited to conform to these industry standards:

ISO 27001

SOC 1 and SOC 2

PCI Level 1

### **Systems update**

MELUSYN systems are configured to automatically apply security patches as soon as they are available. Compliance best practices are used to manage vulnerabilities and track dependencies for known CVEs. MELUSYN closely monitor security mailing lists to be aware of the latest threats. To further limit potential risks, all MELUSYN services are configured with tight firewall rules.

### **Testing**

MELUSYN work closely with third party security companies to perform thorough Penetration Tests on a recurring basis.

Code is scanned for known CVEs in the dependencies we're using.

Infrastructure is scanned for any misconfiguration using AWS Config and scanned every week for known vulnerability with Detectify.

Clients data are encrypted.

MELUSYN encrypts at rest using AES 256. All connections from browser to MELUSYN enforce TLS encryption. Passwords are stored as salted hashes, not plain passwords.

### **Data backup**

All data, database and documents are backed up in real-time. Backups are in a different availability zone than live data.

### **Activity logs**

Any connection to MELUSYN systems is logged. These logs are centralized with Datadog and stored in an encrypted AWS S3 bucket. This bucket is configured to make sure logs cannot be tampered with nor deleted.

### **Testing**

To ensure system availability and provide the best experience, MELUSYN review and test all updates to MELUSYN. For each change, unit and end-to-end tests are performed on our continuous integration server. MELUSYN quality assurance team evaluates and manually tests functions expected to be impacted by a change to ensure they're not negatively impacted by a regression.

After we release a change, we continue to monitor and log exceptions and schedule them for resolution. We use several monitoring services to monitor any impact to performance from changes.

### **Employees checks and security**

MELUSYN conduct pre-employment checks on new employees and require that they sign a confidentiality agreement. During onboarding and then on a recurring basis (at least once a year) thereafter, we train employees on company policies, security, privacy, and compliance to ensure they all know how to properly protect the data and react to security threats.

We ensure that each device follows our information security standards by encrypting employees' hard drives and installing anti-malware software.

## Appendix 2: List of sub-processors

Sub-processor	Function	Data Policy	Data Collected
Aircall.io, Inc. (USA)	Cloud Based Application Provider	<a href="#">Data Processing Agreement (PRIVACY POLICY)</a>	Name, job title, email address, phone number, home address, work address, employer, union membership, personal website, social media accounts, timestamps.
Amazon Web Services (AWS) (EU)	Infrastructure	<a href="#">Privacy Policy</a>	IP address, device, browser type and version, operating system.
Appcues, Inc.	Cloud Based Application Provider	<a href="#">Privacy Policy</a>	Name, email address, company name, postal address, telephone number, files and messages sent via SetKeeper, browser type, operating system, IP address, access times, pages viewed.
ClickUp	Cloud Based Application Provider	<a href="#">Data Protection Addendum</a>	First name, email address.
Datadog, Inc (USA)	Cloud Based Application Provider	<a href="#">Privacy Policy</a>	Name, email address, phone number, IP address, device, browser type and version, operating system.
Dropbox	Cloud Based Application Provider	<a href="#">Data Processing Agreement</a>	Name, job title, email address, phone number, home address, work address, employer, union membership, personal website, social media accounts, timestamps.
Google LLC (USA)	Cloud Based Application Provider	<a href="#">Privacy Policy</a>	Name, job title, email address, phone number, home address, work address, employer, union membership, personal website, social media accounts, IP address.
HelloSign, Inc. (USA)	Cloud Based Application Provider	<a href="#">Privacy Policy</a>	Name, email address, phone number, IP address, device, browser type and version, operating system, signature, content of documents signed via SetKeeper.
Intercom, Inc. (USA)	Customer Support Platform	<a href="#">Privacy Policy</a>	Name, email address, company name, IP address, device, browser type and version, operating system, access times, pages viewed.



MixMax	Marketing Automation Platform	<a href="#">Data Processing Addendum</a>	Name, job title, email address, country, employer, union membership, timestamps.
MongoDB, Inc. (USA) (Data stored on AWS EU)	Infrastructure	<a href="#">Privacy Policy</a>	Name, email address, company name, postal address, telephone number, files and messages sent via SetKeeper, browser type, operating system, IP address, access times, pages viewed.
Productboard	Cloud Based Application Provider	<a href="#">Privacy Policy</a>	Name, email address, employer, country.
Salesforce, Inc (EU datacenter)	CRM	<a href="#">Data Processing Addendum</a>	Name, job title, email address, phone number, home address, work address, employer, union membership, personal website, social media accounts, timestamps.
Stripe, Inc (USA)	Cloud Based Application Provider	<a href="#">Privacy Policy</a>	Name, email address, payment method information, purchase amount, date of purchase, payment method, IP address, device type, operating system and internet browser type, screen resolution, operating system name and version.
Paycove, Inc. (USA)	CRM	<a href="#">Privacy Policy</a>	Name, email, phone number, work address.
SendGrid, Inc. (USA)	Electronic Mail	<a href="#">Privacy Policy</a>	Name, email address, content of emails sent from SetKeeper, IP address of the recipient, timestamps.
Slack	Cloud Based Application Provider	<a href="#">Terms of Service, Privacy Policy, GDPR and PRIVACY POLICY</a>	Name, job title, email address, phone number, home address, work address, employer, union membership, personal website, social media accounts, timestamps.
Survicate	Cloud Based Application Provider	<a href="#">Data Processing Addendum</a>	Name, email address, country, state/region.
Twilio, Inc. (USA)	Cloud Based Application Provider	<a href="#">Privacy Policy</a>	Name, email address, content of text messages sent from SetKeeper, timestamps.

Xentric LLC	Cloud Based Application Provider	<a href="#">Privacy Policy</a>	Name, job title, email address, phone number, home address, work address, employer, union membership, personal website, social media accounts, timestamps.
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