

WORTHIX PRIVACY POLICY

The latest version of this document is available at <http://www.worthix.com/agreements>. Worthix may update this document per the 'Communication of Updates and Modifications' process in the MSA. This document is public, while related Order Forms (OFs) are private and confidential, accessible only to the Client and Worthix.

This Privacy Policy outlines how Worthix Corp ("Worthix") collects, uses, and protects personal data in connection with the Worthix Products and Services provided to the Client and its Users, as further detailed in the MSA and DPA. By using the Worthix Products and Services, the Client and Users agree to the practices described in this Privacy Policy, in conjunction with the terms set forth in the MSA and DPA, available at <http://www.worthix.com/agreements>

1. Definitions

- a) **"Personal Data"**: Any information relating to an identified or identifiable individual, as described in the MSA and DPA.
- b) **"Client Data"**: Data submitted by Users into the Worthix Products, as defined in the MSA and DPA.
- c) **"Worthix Products"**: The platforms, applications, and technologies provided by Worthix, as defined in the MSA.
- d) **"Services"**: The full range of activities, deliverables, and support provided by Worthix in connection with the Worthix Products, as defined in the MSA.
- e) **"DPA"**: The Data Processing Addendum that governs how personal data is processed in compliance with applicable laws.

2. Relationship with Master Services Agreement (MSA) and Data Processing Addendum (DPA)

This Privacy Policy is incorporated by reference into the Master Services Agreement (MSA) and complements the Data Processing Addendum (DPA). The Privacy Policy provides an overview of Worthix's general practices for collecting, using, storing, and protecting personal data in connection with the Worthix Products and Services. The MSA governs the overall business relationship between Worthix and the Client, while the DPA details the legal obligations related to data processing. In the event of any conflict between this Privacy Policy and the MSA or DPA, the terms of the MSA or DPA shall take precedence.

3. Data Collection

Worthix may collect Personal Data and Client Data through the use of its Products and Services, potentially including information provided by Users during account creation, interactions with Worthix Products, and other forms of communication. Detailed information on data collection and usage is outlined in the DPA.

3.1. Worthix uses the collected data to:

- a) Deliver and enhance the Worthix Products and Services, as outlined in the MSA and DPA.
- b) Communicate with Users regarding updates, changes, or issues related to the Worthix Products and Services.
- c) Ensure compliance with legal obligations and protect against potential risks.

4. Legal Basis for Processing

Worthix processes Personal Data based on the legal grounds provided in the MSA and DPA, including contract performance, legitimate interests, and compliance with legal obligations.

5. Data Retention

Worthix retains Personal Data only as long as necessary to fulfill the purposes outlined in the MSA, DPA, and this Privacy Policy. Specific retention periods are detailed in the DPA.

6. Data Transfers

Client Data and Personal Data may be transferred to and stored in countries outside of the Client's jurisdiction, in accordance with the safeguards detailed in the DPA.

7. Data Subject Rights

Data subjects have rights under applicable data protection laws, including the right to access, correct, delete, or restrict the processing of Personal Data. These rights are detailed in the DPA and can be exercised through the Client, as the Data Controller.

8. Data Security

Worthix implements security measures to protect Personal Data against unauthorized access, alteration, disclosure, or destruction. These measures are described in the DPA and aligned with industry standards.

9. Changes to This Privacy Policy

Any significant updates or modifications to this Use and Privacy Policy will be communicated to the Client and Users in accordance with the 'Communication of Updates and Modifications' clause found in the Master Services Agreement (MSA). Worthix will follow the procedures outlined in the MSA to ensure that all changes are communicated effectively.

10. Data Protection Officer

Worthix has appointed a Data Protection Officer (DPO) responsible for overseeing compliance with applicable data protection laws and this Privacy Policy.

Name: Paulo Du Mont Lacombe

Email: paulo.lacombe@worthix.com

11. Contact Information

For any questions or concerns about this Privacy Policy, the Client should contact Worthix at legal@worthix.com.