

# Gekko Privacy Statement

Last updated: 1 July, 2013

## 1. Collection of personal data

### 1.1 Personal data

Both the information that users<sup>1</sup> actively store on Gekko such as but not limited to, the storage of receipts, the creation of invoices, and contact details, as well as information gathered via automated technologies such as but not limited to, the use of web server logs to collect IP addresses, "cookies", and web beacons, are considered personal data, specific to the individual user. Personal data can also be referenced to as personal information.

### 1.2 Collection of personal data

Gekkolab<sup>2</sup> may gather personal information as specified in article 1.1 about the users of our online service Gekko. Gekkolab will not gather or use personal information from other websites in combination with this personal information without explicit consent of the user.

## 2. Protection of personal data

### 2.1 Protecting

Gekkolab has reasonable security policies and procedures in place to protect Personal data from unauthorized loss, misuse, alteration, or destruction. Despite our best efforts, however, security cannot be absolutely guaranteed against all threats. To the best of our ability, access to your personal data is limited to those who have a need to know. Those individuals who have access to the personal data are required to maintain the confidentiality of such information. We also make reasonable efforts to retain personal data only for so long as the information is necessary to comply with an individual's request or until that person asks that the Personal data be deleted.

## 3. Use of personal data

### 3.1 Analytics

Gekkolab may use the personal data as specified in article 1.1 for both statistical and personal analysis (analytics). Statistical analysis entitles the use of personal data to generate non-user specific data (meta-data) that cannot be connected with a specific user. Personal analysis entitles the use of personal data to generate user specific information that can be connected to a specific user.

### 3.2 Use of data by Gekkolab

Gekkolab may use personal data as well as data derived from statistical and personal analysis to enhance the user experience and give feedback to the individual user. This may entitle but is not limited to, user specific commercial offers, advice on how to optimize your Gekko account and advice on changes in legal and fiscal governance. When using personal data and analytics, Gekkolab will reasonably ensure that to the best of our knowledge, the benefit of the user always prevails over the benefit of Gekkolab or any other party.

## 4. Sharing of data with other parties

### 4.1 Sharing personal data or data from personal analysis with other parties

Gekkolab will not share any personal data or data from personal analysis without explicit consent (see article 4.2) with any other parties, whether commercial or governmental<sup>3</sup>. Though Gekkolab may choose to offer specific commercial offerings from other parties to specific users based on personal data and/or analytics in accordance with article 3.2, Gekkolab will never share any data directly with other parties without active and explicit consent.

### 4.2 Authorizing Gekkolab to share personal data with other parties

The user may authorize Gekkolab to share personal data or data from personal analysis with other parties but only if the user gives explicit and active consent for this action. The mandate provided by the user when giving its consent should always specify which personal data or data from personal

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<sup>1</sup> "User", "users", "your" and "you" refers to the user of the online Gekko system whom has agreed to the Gekko User Agreement

<sup>2</sup> "Gekkolab," "we," "our," and "us" refers to Gekkolab VOF and its subsidiaries.

<sup>3</sup> In case of criminal proceedings, Gekkolab is subjected by Dutch criminal law.

analysis Gekkolab may share as well as to whom the personal data or data from personal analysis may be distributed. In case the mandate specifies that personal data or data from personal analysis may only be distributed to a limited number of other parties, Gekkolab will reasonably ensure to the best of our knowledge that the personal data and data from personal analysis is not disseminated to any other party outside the given mandate. Gekkolab however cannot be held liable in case any of the personal data or data from personal analysis is further disseminated by any other party.

#### **4.3 Retracting previously set mandates**

The user may at any time retract previously set mandates to disseminate personal data or data from personal analysis. Gekkolab however is not obliged to remove previously disseminated data under the previously set mandate from other parties or the public domain, nor ensure that data is retrieved from other parties or the public domain.

#### **4.4 Disclosing invoices**

When using the invoice function in Gekko, the user explicitly authorizes Gekkolab to disseminate the information on the invoice to the specified party to whom the invoice is addressed to, including all personal data on the invoice.<sup>4</sup> Even when the user indicates that he will not send the invoice via the Gekko system (via the so called “mark as sent” option in Gekko), Gekkolab is authorized to disseminate all the personal data on the invoice to the specified party on the invoice.

#### **4.5 Using data from invoicing for related services**

Gekkolab may use the data previously disclosed via the invoice function in Gekko to specified parties to whom the invoice is addressed to (see article 4.4), to create and disclose statistical and personal analysis for those parties based upon the information disclosed in the invoice. This may entitle but is not limited to, the calculation of average invoicing value over time, predictions of future invoices values based upon past invoice values, predictions of future invoice values based upon customer specific registered hours.

#### **4.6 Sharing data from statistical analysis**

Gekkolab is free to share data from statistical analysis with any other party as long as it is reasonably ensured to the best of our knowledge that such data cannot be matched to the personal profile of users.

### **5. Links to other websites and domains**

#### **5.1 Policy regarding data sharing with linked websites and domains**

Gekkolab may place links on Gekko to other websites and domains outside Gekko. These websites and domains may entitle contents regarding but not limited to commercial offers, advertisements, fiscal advice, financial advice and legal advice. Gekkolab will not share any personal data and data from personal analysis with available on Gekko without without explicit and active approval by the user.

#### **5.1 Privacy policy of linked websites and domains**

Websites and domains that Gekko links to, are not controlled by Gekkolab nor governed by Gekko Privacy Statement or the Gekko User Agreement. Therefore, Gekkolab cannot be held liable for any breach of the Gekko Privacy Statement or Gekko User Agreement by other websites and domains outside Gekko. We encourage our users to report any misconduct with regard to privacy by websites and domains linked to Gekko.

### **6. Questions about and changes in the privacy statement**

#### **6.1 Changes to the privacy statement**

Gekkolab may modify the Gekko Privacy Statement from time to time to reflect our current privacy practices. When we make changes to this statement, we will revise the “updated” date at the top of this page. We encourage you to periodically review the Gekko Privacy Statement to be informed about what our current privacy practices are and how we are protecting your personal data.

#### **6.2 Policy questions and enforcement**

If you have questions or comments about our privacy policy and/or administration of your personal data, please contact us at [info@gekkolab.nl](mailto:info@gekkolab.nl). You may also use this address to communicate any concerns you may have regarding compliance with the Gekko Privacy Statement.

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<sup>4</sup> Sending an invoice via Gekko to a customer is considered to be giving explicit consent to disseminate this data to this customer as invoicing is an integral function of Gekko.