



FRAXION

Data and **privacy** **policy**

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Table of contents

Introduction.....	3
1. Definitions.....	3
2. Fraxion as data processor.....	4
3. Data processing.....	5
3.1 Interpretation	5
3.2 Processing of client data.....	5
3.3 Obligations of Fraxion.....	6
3.4 Personnel.....	6
3.5 Security and audit.....	6
3.6 Data breach.....	7
3.7 Transfer of personal data outside the EEA.....	7
3.8 Return and deletion.....	7
3.9 Use of sub-processors	7



Introduction

Client acknowledges that any Personal Data collected or received from Client by Fraxion shall be processed in accordance with the requirements as set out herein. Fraxion's Privacy Policy has been drafted to comply with applicable data privacy laws, in particular, the EU General Data Protection Regulation ("GDPR"). If the GDPR does not apply to you, not all terms of this Data and Privacy Policy may be relevant to you.

1. Definitions

1.1 "Client Data" shall mean the data, information or material provided, inputted or submitted by Client or on Client's behalf onto the Hosted Application(s), which may include data relating to Client's suppliers and/or employees.

1.2 "Data Controller" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such Processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.

1.3 "Data Processor" a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller.

1.4. "Data Protection Laws" means all applicable EU laws and regulations governing the use or processing of Personal Data, including (where applicable) the European Union Directive 95/46/EC (until and including 24 May 2018), the GDPR (from and including 25 May 2018) and any related national implementing laws, regulations and secondary legislation, as amended or updated from time to time.

1.5 "GDPR" means EU General Data Protection Regulation 2016/679.

1.6 "Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject") or personal identifiable information ("PII") ; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.7 "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 and "Process", "Processed" and "Processes" shall be construed accordingly.



1.8 “Sensitive Personal Information” or “Special Personal Information” (hereinafter referred to as “Sensitive Personal Information”) shall have the meaning ascribed to it in GDPR and other related data privacy legislation.

1.9 “Supervisory Authority” means an independent public authority which is established under applicable Member State law and which concerns itself with the Processing of Personal Data. NB: The word “Fraxion”, “Supplier”, “End user”, “Us”, “We” and “You” shall be construed in accordance with their defined usage in the main Agreement.

2. Fraxion as data processor

2.1 For the purposes of this Agreement, the parties agree that Client is the Data Controller in respect of Personal Data contained within Personal Data and as Data Controller, Client has sole responsibility for its legality, reliability, integrity, accuracy and quality.

2.2 Client warrants and represents that:

2.2.1 Client will comply with and will ensure that Client’s instructions for the Processing of Personal Data will comply the Data Protection Laws;

2.2.2 Client is authorized pursuant to the Data Protection Laws to disclose any Personal Data which they disclose or otherwise provide to Fraxion regarding persons other than yourself;

2.2.3 Client will where necessary, and in accordance with the Data Protection Laws, obtain all necessary consents and rights and provide all necessary information and notices to Data Subjects in order for:

2.2.3.1 Client to disclose the Personal Data to Fraxion provided that at no time will Client, its suppliers or Users upload, provide or submit any Sensitive Personal Information to Fraxion.

2.2.3.2 Fraxion to Process the Personal Data for the purposes set out in this Agreement; and

2.2.3.3 Fraxion to disclose the Personal Data to: (a) Fraxion’s agents, service providers and other companies within the Fraxion group of companies; (b) law enforcement agencies; (c) any other person in order to meet any legal obligations on us, including statutory or regulatory reporting; and (d) any other person who has a legal right to require disclosure of the information, including where the recipients of the Personal Data are outside the European Economic Area.

2.3 To the extent that Fraxion processes any Personal Data, the terms of Clause 3 shall apply, and the parties agree to comply with such terms.



2.4 Fraxion as Data Controller: Where, and to the extent Fraxion Processes your Personal Data as a Data Controller in accordance with our Privacy Notice [www.spendmanagement.com], Fraxion shall comply with all Data Protection Laws applicable to Fraxion as Data Controller.

2.5 Analytics: Client agrees that Fraxion may record, retain and use Client Data generated and stored during their use of the Service (including Personal Data, which Fraxion shall Process as Data Controller as set out in Fraxion's Privacy Notice [www.fraxion.biz] , on the basis of Fraxion's legitimate business interests), in order to:

2.5.1 deliver advertising, marketing (including in-product messaging) or information to Client which may be useful to Client, based on their use of the Hosted Application(s);

2.5.2 carry out research and development to improve Fraxion, and Fraxion's Affiliates', services, products and applications;

2.5.3 develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting services) to Client and other Fraxion Clients;

2.5.4 provide Client with location-based services (for example location relevant content) where Fraxion collects geo-location data to provide a relevant experience, provided that Fraxion shall only record, retain and use the Client Data and/or Process Personal Data on a anonymized basis, displayed at aggregated levels, which will not be linked back to Client or to any living individual. If at any time Client does not want Fraxion to use Client Data in the manner described in this clause 2.5.4, please contact Fraxion at the email address set out in the Privacy Notice [www.fraxion.biz].

3. Data processing

3.1 Interpretation

Where there is any inconsistency between the terms of this Clause 3 and any other terms of this Agreement, the terms of this Clause 3 shall take precedence.

3.2 Processing of client data

3.2.1 During the term of this agreement Fraxion warrants and represent that Fraxion:

3.2.1.1 shall comply with the Data Protection Laws applicable to Fraxion whilst such Client Data is in Fraxion's control;

3.2.1.2 when acting in the capacity of a Processor, shall only Process the Client Data:

3.2.1.2.1 as is necessary for the provision of the Services under this Agreement and the performance of our obligations under this Agreement; or



3.2.1.2.2 otherwise on your documented instructions.

3.2.2 Fraxion agrees to comply with the following provisions with respect to any Personal Data Processed for you in connection with the provision of the Service under this Agreement.

3.3 Obligations of Fraxion

3.3.1 Fraxion shall:

3.3.1.1 taking into account the nature of the Processing, assist Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Client's obligation to respond to requests from individuals for exercising Data Subjects' rights; and

3.3.1.2 taking into account the nature of the Processing, and the information available to it, provide reasonable assistance to Client in ensuring compliance with its obligations relating to:

3.3.1.2.1 notifications to Supervisory Authorities;

3.3.1.2.2 prior consultations with Supervisory Authorities;

3.3.1.2.3 communication of any breach to Data Subjects; and

3.3.1.2.4 privacy impact assessments.

3.4 Personnel

3.4.1 Fraxion shall:

3.4.1.1 take reasonable steps to ensure the reliability of any personnel who may have access to the Client Data;

3.4.1.2 ensure that access to the Client Data is strictly limited to those individuals who need to know and/or access the Client Data for the purposes of this Agreement; and

3.4.1.3 ensure that persons authorized to Process the Client Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

3.4.2 If so required by Data Protection Laws, Fraxion shall appoint a data protection officer and make details of the same publicly available.

3.5 Security and audit

3.5.1 Fraxion shall implement and maintain appropriate technical and organizational security measures appropriate to the risks presented by the relevant Processing activity to protect the Client Data against



unauthorized or unlawful Processing and against accidental loss, destruction, damage or disclosure. Such measures include, without limitation, the security measures set out in the Fraxion Data Security Program.

3.5.2 Subject to any existing obligations of confidentiality owed to other parties, Fraxion shall make available to you all information reasonably necessary to demonstrate compliance with the obligations set out in this Clause 3, which may include a summary of any available third party security audit report, or shall, at your sole cost and expense (including, for the avoidance of doubt any expenses reasonably incurred by us), allow for and contribute to independent audits, including inspections, conducted by a suitably-qualified third party auditor mandated by you and approved by us.

3.6 Data breach

3.6.1 Fraxion shall notify you if Fraxion becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Personal Data arising from any act or omission of Fraxion or its sub-processors.

3.7 Transfer of personal data outside the EEA

3.7.1 You expressly agree that Fraxion may transfer Client Data within the Fraxion group of companies on the terms of Fraxion's Master Data Processing and Transfer Agreements, which incorporate the European Commission's standard contractual clauses.

3.7.2 You acknowledge that the provision of the Service may require the Processing of Personal Data by sub-processors in countries outside the EEA. Fraxion shall not transfer Personal Data outside the EEA to a sub-processor where such transfer is not subject to: (a) an adequacy decision (in accordance with Article 45 of the GDPR); or (b) appropriate safeguards (in accordance with Article 46 of the GDPR); or (c) binding corporate rules (in accordance with Article 47 of the GDPR), without your prior written consent.

3.8 Return and deletion

3.8.1 At your option, Fraxion shall delete or return all Client Data to you at the end of the provision of the Services and delete all existing copies of Client Data unless Fraxion is under a legal obligation to require storage of that data or Fraxion has another legitimate business reason for doing so.

3.9 Use of sub-processors

3.9.1 Client agrees that Fraxion has general authority to engage third parties, partners, agents or service providers, including its Affiliates, to Process Personal Data on Client's behalf in order to provide the applications, products, services and information Client has requested or which Fraxion believes is of interest to Client ("Approved Sub-Processors"). Fraxion shall not engage a Sub-Processor to carry out specific Processing activities which fall outside the general authority granted above without Client's prior specific



written authorization and, where such other Sub-Processor is so engaged, Fraxion shall ensure that the same obligations set out in this Addendum shall be imposed on that Sub-Processor.

3.9.2 Fraxion shall be liable for the acts and omissions of its Approved Sub-Processors to the same extent Fraxion would be liable if performing the services of each Approved Sub-Processor directly under the terms of this Clause 3.