

Privacy Notice for the Finom Elite Customer Feedback Program

This Privacy Notice explains how we process your personal data specifically in connection with your participation in the Finom Elite Customer Feedback Program (the "Program"). This notice supplements our general [Privacy Policy](#). Any matters not expressly addressed in this Privacy Notice are governed by our general [Privacy Policy](#).

In the event of any inconsistency or conflict between this Privacy Notice and the Privacy Policy, this Privacy Notice prevails to the extent the processing relates to the Program.

1. Who is responsible for processing your data?

The data controller for personal data processed in connection with the Program is:

Finom Payments B.V.

Jachthavenweg 109H,

1081KM Amsterdam

Netherlands

("Finom")

You can contact our Data Protection Officer: privacy@finom.co

Please note that the Program uses third-party communication platforms (such as Slack, WhatsApp, and Telegram). Those providers process your data under their own privacy policies. Finom is not responsible for their independent data practices. However, once your data is transferred to us or shared within Program channels administered by Finom, we act as an independent controller and process your information in accordance with this notice. We encourage you to review the privacy policies of each platform before participating in Program activities on those platforms. If you have concerns about a particular platform, please contact the Data Protection Officer to discuss alternative arrangements.

2. What kind of personal data do we process?

To facilitate your participation in the Program, we process only personal data necessary for administering the Program and ensuring a productive co-development experience.

This may include:

- Identification and contact details: First and last name, email address, phone number, and messaging platform usernames or handles (Slack, WhatsApp, Telegram).
- Professional context: Job title, company name, and country of residence.
- Account data: Finom account identifier, subscription tier, and account status (for eligibility verification only).
- Feedback: Any and all ideas, suggestions, recommendations, comments, and other input or contributions you provide in connection with the Program, whether provided verbally,

in writing, electronically, or by any other means, as described in the Program Terms and Conditions.

- Communication data: Messages, files, and other content you send or receive through the communication platforms used for Program activities.
- Beta Feature usage data: Technical usage logs, interaction data, error reports, and performance metrics generated through your use of Beta Features made available under the Program.
- Session recordings: Audio and/or video recordings of Swat Team sessions and calls, where applicable and with prior notice to participants.
- Event data: RSVP status, dietary requirements, or accessibility needs for in-person Program events (if applicable).

3. Why and on which legal basis do we process your data?

We process your personal data for the purpose of administering and conducting the Program. The legal basis for this processing is Article 6(1)(b) GDPR (performance of a contract), as the processing is necessary to perform our obligations under the Program Terms and Conditions you accepted.

Finom personnel participate in Program communication channels and review Feedback and communications shared through those channels for product development and improvement purposes. The legal basis for this processing is Article 6(1)(b) GDPR (performance of a contract), as providing Feedback to Finom is a core element of the contractual relationship under the Program Terms and Conditions, and reviewing that Feedback is necessary for Finom to fulfil its product development obligations under the Program.

Finom may review content shared through Program communication channels to verify compliance with the confidentiality and acceptable use obligations set forth in the Program Terms and Conditions. The legal basis for this processing is Article 6(1)(f) GDPR (legitimate interests). Our legitimate interest is maintaining the integrity and security of the Program and protecting Confidential Information shared through these channels. This review is limited to Program-related content and does not extend to your personal communications outside Program channels.

Where Finom organises in-person Program events, we process your data (RSVP status, dietary requirements, accessibility needs) to manage event administration and logistics. The legal basis for this processing is Article 6(1)(b) GDPR (performance of a contract), as the processing is necessary to facilitate your requested registration and participation in the event. For any special category data such as health-related dietary requirements, the legal basis is Article 6(1)(a) GDPR (explicit consent).

We may also use your contact details, including your mailing address if provided, to send you event-related correspondence or gifts. The legal basis for this processing is Article 6(1)(a) GDPR (consent). You may withdraw your consent at any time by contacting privacy@finom.co, without affecting the lawfulness of processing prior to withdrawal.

Where required by applicable law, we may report the value of Program benefits provided to you to relevant tax authorities. The legal basis for this processing is Article 6(1)(c) GDPR (legal obligation).

We may retain certain Program data to establish, exercise, or defend legal claims arising out of or relating to the Program. The legal basis for this processing is Article 6(1)(f) GDPR (legitimate interests).

4. Who receives your data?

Within Finom, access to your personal data is limited to those teams that require it for Program administration, product development, and compliance purposes.

We use third-party communication platforms to facilitate Program activities. Slack (operated by Salesforce, Inc.) processes data under Slack's data processing agreement. WhatsApp (operated by Meta Platforms Ireland Limited) and Telegram process data under their own privacy policies as independent controllers.

We may also engage video conferencing providers and cloud infrastructure providers to support Program activities. These partners act under our instructions and are contractually bound to comply with applicable data protection laws and appropriate security measures.

For in-person Program events, we may engage external event organisers and service providers to assist in the technical and administrative execution of the event.

When you participate in a Program working group, other members of the group and Finom personnel in the same channel will see the content you share. Your name and company may be visible to other participants in Program communication channels. We do not share your contact data, account data, or eligibility records with other participants.

We do not independently transfer your personal data to countries outside the EU or the European Economic Area (EEA). However, the third-party communication platforms used for Program activities (such as Slack and WhatsApp) may transfer data outside the EEA in accordance with their own privacy policies and data processing agreements, which include appropriate safeguards such as the EU-US Data Privacy Framework and EU Standard Contractual Clauses. If any further transfer outside the EEA should become necessary, we will ensure that appropriate safeguards are in place in accordance with applicable GDPR requirements.

5. How long do we store your data?

The retention of your core personal data (identification and contact details, professional context, and account data) is governed by our general Privacy Policy, which continues to apply to you as a Finom customer regardless of your participation in the Program. This section addresses only the retention of data collected specifically in connection with the Program.

- **Feedback:** Upon termination of your participation, Finom will anonymise your Feedback (removing attribution to you as an individual) within 30 days. Anonymised Feedback is retained indefinitely for product development purposes and can no longer be linked to you.
- **Communication data:** Messages and other content shared through Program Communication Channels used or administered by Finom are retained for the duration of your participation in the Program and deleted or anonymised within 90

days following termination of your participation, or closure of the relevant Program channel, whichever occurs first. If those communications contain Feedback that Finom extracts for product development purposes, that Feedback may be retained in anonymised form in accordance with the retention period applicable to Feedback. Retention of data on third-party platforms (Slack, WhatsApp, Telegram) is subject to each platform's own retention policies and is outside Finom's direct control.

- Event data: RSVP status, dietary requirements, accessibility needs, and other data collected for in-person Program events are deleted within 30 days after the conclusion of the relevant event, unless required for legal claims.
- Beta Feature usage data: Technical usage logs, interaction data, error reports, and performance metrics generated through Beta Feature use are retained in line with Finom's standard retention periods for equivalent product usage and technical log data, and are deleted or anonymised when no longer necessary for testing, security, debugging, and product improvement purposes, unless longer retention is required by law or for legal claims.

Where Finom retains Program data to establish, exercise, or defend legal claims, such data is retained for a period not exceeding the applicable statutory limitation period.

6. What are your data protection rights?

You have several rights regarding your personal data. You can exercise these rights by contacting us at privacy@finom.co. Your rights include:

Right to Access: You have the right to request information about the personal data we process, including the purpose of processing, the categories of data, and the recipients of the data.

Right to Rectification: If any of your personal data is inaccurate or incomplete, you have the right to request its correction or completion.

Right to Erasure (Right to be Forgotten): You have the right to request the deletion of your personal data when processing is no longer necessary for the purposes for which it was collected.

Right to Restriction of Processing: You can request the restriction of processing in certain situations (for example, if you contest the accuracy of your data).

Right to Data Portability: You can request a copy of your personal data in a structured, commonly used, and machine-readable format and have it transferred to another data controller.

Right to Object to Processing: You have the right to object to processing based on legitimate interests, and we must stop processing unless we have compelling legitimate grounds.

Right Not to be Subject to Automated Decision-Making: You have the right not to be subjected to automated decisions, including profiling, that have legal effects on you.

Right to Lodge a Complaint with a Supervisory Authority: If you believe that the processing of your personal data violates applicable data protection laws, you have the right to lodge a complaint with a supervisory authority. You may contact the data protection authority in the Member State of your habitual residence, your place of work, or the place of the alleged

infringement. The lead supervisory authority for Finom is the Autoriteit Persoonsgegevens (Dutch Data Protection Authority), Bezuidenhoutseweg 30, 2594 AV The Hague, www.autoriteitpersoonsgegevens.nl.

Right to Withdraw Consent: Where we process your personal data based on your consent, you have the right to withdraw your consent at any time. Withdrawal of consent does not affect the lawfulness of processing carried out before the withdrawal. You may withdraw your consent by contacting us at privacy@finom.co.

We will respond to your request within one (1) month. If your request is complex or we receive a high volume of requests, we may extend this period by up to two (2) additional months, and we will inform you of any such extension within the initial one-month period.