

## PRIVACY POLICY

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### **What information we may hold, why and for how long**

- Individuals/Entities from whom we retain personal data include existing or potential clients, employees, interns, suppliers, service and other party providers, website users and any other party, with whom we have or may have a business or professional relationship currently or in the future.
- Beyond the information that website users voluntarily submit through our website (e.g. CVs for employment), we collect various types of information about VP Synthesis’ website visitors, such as device-related information (including browser type and IP address) and server log information (including the content downloaded from VP Synthesis’ website, the date and time of day of visit, average time spent on the VP Synthesis’ website and browsing activity). We use this information to better understand what our website users find interesting, facilitate site navigation and enhance the VP Synthesis’ offering and service. All information collected and processed is necessary for the purposes of the legitimate interests pursued by VP Synthesis.
- Regarding clients, we collect personal and other information in compliance with legal and regulatory requirements. Such information indicatively includes, but is not limited to, name, telephone number, email address, permanent address, date of birth, passport and/or identity card details, etc. Additional information may be requested by VP Synthesis, which uses all the information collected to perform its initial and ongoing know your client and due diligence processes in line with regulatory, anti-money laundering and terrorist financing legislation in order to effectively provide services to its clients, to enhance client experience, provide client support and comply with legal obligations. We collect and process the personal data in the context of the conclusion of contracts with our clients, and for purposes of compliance with the legislation mentioned.
- We may from time to time include, compile, or aggregate some of your personal information in certain data analysis or reports for internal purposes.
- Additionally, we collect your personal data for direct marketing purposes based on your consent, which you may revoke at any time without detriment.
- We retain your personal data for as long as we need it in order to fulfil our purposes set out in this Privacy Policy and/or in order to comply with applicable law.

## **Information on "Cookies"**

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## **Sharing your personal data**

Your personal data may be shared with other companies and/or employees within VP Synthesis and its affiliated companies. We may disclose your personal data when it is necessary to satisfy any applicable law, regulation, legal process or governmental request.

We may also share some of your personal data with the following categories of third parties:

- Banks for the facilitation of payments and money transfers in connection with our business purposes and activities.
- Greek and European supervisory and judicial authorities for the purposes of ensuring legal and regulatory compliance.
- VP Synthesis uses certain third parties (e.g. providers of IT services) to help us provide, improve, protect and promote our services. These third parties will access your information only if and when required to perform tasks on our behalf and in compliance with this Privacy Notice.

## **Data security**

We place high priority on the security of your personal data. We apply appropriate technical, administrative, electronic and physical safeguards to protect against foreseeable loss, unauthorized access, destruction, misuse, unauthorized modification and improper disclosure. We store all of our data on servers in secure facilities and implement systematic processes and procedures for securing and storing data. All network traffic is being monitored and filtered by a reliable Firewall system with antispy filters while data is being scanned by antivirus software with the latest definitions. We limit access to your personal and financial information to only those VP Synthesis' employees who need to know the information in order to perform their duties and we insert our best effort to ensure that third parties who perform services on behalf of VP Synthesis also insert their best efforts to keep your information confidential.

## **Data rights**

Pursuant to the current legal framework on the protection of personal data, you are entitled to exercise the following rights:

- The right to access, correct or update your personal data at any time.
- The right to object to or restrict the use of your personal data, under the condition that personal data is not processed for purposes of legal compliance or contractual performance.
- In case where the processing of your personal data is based exclusively on your consent, you have the right to withdraw your consent at any time and without any detriment.
- Similarly, you are entitled to ask the erasure of your personal data, under the condition that this particular data processing is based solely on your consent. We will take all reasonable steps to make the requested changes promptly. However, you should be aware that it is not

technologically possible to change or delete each and every instance of your data from our systems, and personal data may remain in non-erasable forms. We may retain personal data in our backup systems for the period defined by law, contract or auditing requirements.

- You have the right to data portability, according to which you can ask to receive your personal data so that you can transfer them to another organization. This right is granted under the reserve that data processing is based solely on your consent.

### **Privacy Policy updates**

Any changes we may make to our Privacy Policy in the future will be posted on our website, whereas such modification will become effective immediately upon posting without prior notice. Hence, we encourage you to periodically review this privacy notice to stay informed about how we are protecting the Personal data we collect.

### **Contact Us**

In case where you are dissatisfied with how VP Synthesis processes your personal data or if you have any questions or concerns, please feel free to contact Mr. Christakis Georgiou, VP Synthesis' Director at +357 22889090 and/or email: [info@vpsynthesis.com](mailto:info@vpsynthesis.com).

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