

## Terms of Use for MyPeopleDoc®

### PREAMBLE:

Welcome to MyPeopleDoc®!

These Terms of Use (hereinafter referred to as the 'Terms of Use') are intended to define the contractual relation between PeopleDoc SAS ("PeopleDoc"), ("we" or "us" or "our") and the person ('you', 'your') who registered a MyPeopleDoc® account for file management as further described below ('Services').

Your employer has entered into a services agreement with one of the PeopleDoc entities to distribute HR documents, as defined below, into your MyPeopleDoc® account. By reading and accepting these Terms of Use you agree to activate your MyPeopleDoc® account and receive HR documents from your employer.

The Services are provided by PeopleDoc SAS, a company incorporated and operating under the laws of France, and located at 53 rue d'Hauteville, 75010, Paris, France.

To use MyPeopleDoc®, you must read and accept these Terms of Use.

### 1. DEFINITIONS

- **"MyPeopleDoc®"** refers to the secure personal space operated by PeopleDoc, allowing you to receive, store, share, organize, manage, view and delete HR Documents as well as upload, store, view, organize, manage, share and delete Personal Files.
- **"Files"** refers to HR Documents and Personal Files as defined below.
- **"HR Documents"** refers to documents sent by your Employer into your MyPeopleDoc® account in the context of the HR Documents distribution service for which PeopleDoc was engaged and for which you have registered by accepting this Terms of Use.
- **"Personal Files"** refers to the files that you upload directly into your MyPeopleDoc® account.
- **"Employer"** refers to the entity that is a party to a services agreement with PeopleDoc for the purpose of distributing HR Documents and that you authorize to issue HR Documents to your MyPeopleDoc® account based on your "Account" settings.
- **"Personal Information"** refers to any information concerning an identified or identifiable natural person. An 'identifiable natural person' is a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to that natural person.

## 2. SCOPE OF THE TERMS OF USE

These Terms of Use apply to the Files (such as the electronic payslips and any other HR Documents sent to you by your Employer; and the Personal Files you may upload to MyPeopleDoc®), backups, and the processing of Personal Information performed by the Services.

## 3. OVERALL DESCRIPTION OF MyPeopleDoc®

In order to create a MyPeopleDoc® account, you must receive an invitation from your Employer, which enables you to register with PeopleDoc. MyPeopleDoc® is a secure personal space operated by PeopleDoc allowing you to receive, store, share, organize, manage, view and delete HR Documents from your employer as well as upload, store, view, organize, manage, share and delete Personal Files.

When registering with PeopleDoc to create a MyPeopleDoc® account, we strongly advise you to use your personal email address. Once your MyPeopleDoc® account is activated, your personal email address will make it easier for you to use your secure personal space and can keep your account even after you change Employers and for as long as you think your MyPeopleDoc® account is useful.

MyPeopleDoc® allows you to:

- Receive HR Documents from your Employer(s) (whether current or future) to whom you have given prior permission. You will be notified when HR Documents are made available, at the email address you provided to create your MyPeopleDoc® account;
- Link your account to one or more Employers. Your Employer may send you any type of HR Document that it deems necessary, either automatically and regularly, or manually and on an *ad hoc* basis;
- Upload, store, rename, view, share, organize, and delete Personal Files in a personal storage space, up to 250Mb per File, and limited to a storage capacity of 10 Gigabytes;
- Share Files with third-parties by creating sharing spaces in “Shared Folders”;
- Delete documents that you no longer want to keep, through the “trash” functionality;

PeopleDoc understands that you want to keep your HR Documents and Personal Files confidential. We implement safeguards to protect the confidentiality, integrity and availability of your Files. We do not share your Files. Only you can grant access to your Files by your Employer or anyone else.

The management of your settings in your MyPeopleDoc® account (including the type of Files, your choice to unsubscribe, as well as a record of the dates and times that these settings are modified) may be sent to your Employer as part of the HR Documents distribution service for which PeopleDoc was engaged.

## 4. DATA PROTECTION

PeopleDoc’s general Privacy Notice is available [here](#). Below, you will find specific data protection provisions related to your MyPeopleDoc® account.

#### **4.1. THE IDENTITY AND THE CONTACT DETAILS OF THE CONTROLLER**

PeopleDoc SAS  
53 rue d'Hauteville, 75010 – Paris, France

#### **4.2. THE CONTACT DETAILS OF OUR DATA PROTECTION OFFICER**

privacy@people-doc.com  
53 rue d'Hauteville, 75010 – Paris, France

#### **4.3. THE PURPOSES AND LEGAL BASIS OF THE PROCESSING**

Your Personal Information is processed in the context of providing the MyPeopleDoc® Service for the following purposes:

- To ensure login and activation of your MyPeopleDoc® account;
- To enable your employer to send, and you to receive, HR Documents;
- To enable you to store your Files;
- To ensure that you receive notifications about certain account activity, such as an email when you receive a new HR Document;
- To ensure you receive SMS, when two-factor authentication is active;
- To ensure access to PeopleDoc's user support; and
- To enable other functionalities and features related to your MyPeopleDoc® account.

In addition, PeopleDoc stores the following Personal Information in order for you to maintain an active MyPeopleDoc® account:

- Email address;
- Given Name and surname;
- IP addresses and operating systems information ("latest account activity" feature);
- Phone number (only stored when "two-factor authentication" is activated).

The legal basis for processing your Personal Information is the legitimate interest of a third-party, your Employer, as further explained below.

#### **4.4. THE LEGITIMATE INTERESTS PURSUED BY YOUR EMPLOYER**

MyPeopleDoc® is provided to you by choice of your Employer, as a benefit. It is your option to register to create your MyPeopleDoc® account or not. Once created, the MyPeopleDoc® account allows you to receive HR Documents directly from your Employer. If you choose not to create a MyPeopleDoc® account, you will not be able to receive HR Documents electronically.

The legitimate interest of your Employer is clearly articulated, and it is also pursued by PeopleDoc. Your Employer has an interest in providing MyPeopleDoc® to you in order to: comply with legal requirements; increase the transition from paper to digital and enhance HR procedures. PeopleDoc pursues these same legitimate interests on behalf of your Employer when processing your Files, to assure the conformity and quality of the services delivered.

When balancing these interests with your rights and freedom, such rights will not be overridden, since the processing of your Personal Information is limited to the purposes described in this Terms of Use and all your rights (such as erasure and access) are guaranteed at all times.

#### **4.5. TRANSFER OF PERSONAL INFORMATION**

PeopleDoc is authorized to use data processing resources (sub-processors). Some sub-processors may be located in countries that are not within the EEA, provided that PeopleDoc, and if applicable, its sub-processors, are in compliance with European and national regulations relating to cross-border transfers of Personal Information.

To find out more about the location and data transfer please visit our sub-processors page [here](#).

#### **4.6. DATA RETENTION AND DURATION OF THE SERVICES**

Upon registering, you can receive HR Documents from your current (and future) Employers.

The functionality of receiving HR Documents from an Employer ends whenever any of the following events occurs:

- The relationship binding you to your Employer ends; or
- Your Employer ceases to send you HR Documents, for any reason whatsoever; or
- Your MyPeopleDoc® account is deleted, either by you or by PeopleDoc.

Subject to the provisions below, you may retain your MyPeopleDoc® account indefinitely and continue using your account for your Personal Files.

You may continue to access your Files in MyPeopleDoc® at the address [www.mypeopledoc.com](http://www.mypeopledoc.com), or at any other address that may substitute it and which will be communicated to you by PeopleDoc, using the same login and password.

### **5. ACTIVITY RECORD**

PeopleDoc logs your activity within your MyPeopleDoc® account for security purposes, especially so that you may identify any third-party access to your account that occurs without your knowledge. Activity logs may be held in an identifiable form by PeopleDoc for no more than one (1) year and shall be permanently destroyed when your MyPeopleDoc® account is deleted.

To know more about your activity record please refer to our support article [here](#).

### **6. YOUR RIGHTS**

#### **6.1. ERASURE AND DELETION OF MyPeopleDoc® ACCOUNT**

At any time, you may initiate the procedure to delete your MyPeopleDoc® account. When you delete your

account, you delete all of the Files that are stored and any associated data. You may perform the deletion procedure on your own in the appropriate section in MyPeopleDoc.

When you request and confirm the deletion of your MyPeopleDoc® account, all of your access rights to the account are terminated and all of your Files and all associated Personal Information will be deleted. **You must download any Files stored in your MyPeopleDoc® account that you might need prior to initiating the procedure to delete your account.** The revocation of access rights and deletion of Files and Personal Information is irreversible.

Upon receiving your request, PeopleDoc commits on acting on your request to delete your MyPeopleDoc® account as quickly as possible. In all circumstances, PeopleDoc will delete your account within thirty (30) days.

**NOTE:** When a MyPeopleDoc® account is inactive for more than twelve (12) months and no longer contains any Files, PeopleDoc may send you a “notice of closure.” Notice of closure is sent to the email address that you provided when you registered and created your account. If you do not respond to the notice of closure within thirty (30) days, PeopleDoc will consider the account abandoned and will delete your account.

## **6.2. ACCESS, RECTIFICATION AND PORTABILITY**

You can view, rectify and download all information in your MyPeopleDoc® account at all times and from any device. You can also write directly to [privacy@people-doc.com](mailto:privacy@people-doc.com) or to PEOPLEDOC SAS, 53 rue d’Hauteville, 75010 Paris.

You acknowledge that after downloading a HR Document from MyPeopleDoc®, the probative value of this HR Document may be modified and/or compromised as PeopleDoc will no longer be able to ensure the integrity of the downloaded HR Document.

## **6.3. SECURITY**

PeopleDoc will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, taking into account:

- the state of the art IT security;
- the costs of implementation;
- the nature, scope, context, and purposes of processing; and, the risk of varying likelihood and severity for your rights.

PeopleDoc will, to the best of its ability, (i) comply with the following obligations and (ii) ensure compliance to the following on the part of its staff:

- Not to make any copies of Files, except as necessary for the provision of the Services;
- Not to use the Files for any purposes other than those specified in these Terms of Use;
- Not to disclose the Files to any third parties whatsoever, irrespective of whether these are public or private persons, individuals or legal entities, without your prior authorization;
- To take any and all useful measures to avoid all fraudulent use of these Files during their storage in the Services; and
- To take any useful security measures, particularly concerning hardware security, to ensure the

safekeeping and integrity of Files during their storage in the Services.

You are liable for the use of your login and password and for their safekeeping. You are liable for the risks associated with their disclosure or misuse. You must therefore, and in your own interest, take any measures that you consider necessary to guarantee the security and strictest confidentiality of your login details. PeopleDoc strongly recommends that you do not communicate your login and password to any third party.

## **7. COOKIES AND TRACKERS**

When you use MyPeopleDoc®, information may be recorded or read on your terminal (computer, tablet and /or smartphone) using cookies, based on the choices selected in your browser. MyPeopleDoc® employs web analysis services that use "cookies", i.e. text files that are saved on your computer and which analyze the use of a website. Information about your use of this website (including your IP address) generated by the cookie is transferred and stored on a server.

These services use this information to evaluate your use of MyPeopleDoc® in order to compile reports for PeopleDoc on the activity of MyPeopleDoc®. These services may also transfer such information to third parties, to the extent legally specified or to the extent that third parties process such data. These services will not link your IP address to any other data recorded by them nor be used for marketing purposes.

Cookies and trackers are not essential to MyPeopleDoc®; you can object and opt out of those services by visiting [this page](#).

PeopleDoc undertakes to obtain your prior consent, in accordance with legal provisions, before setting up any tracker which requires your prior knowledge and agreement (e.g. marketing related cookies).

## **8. WHAT HAPPENS TO YOUR ACCOUNT IF YOU PASS AWAY - LEGACY CONTACT**

You can choose to either appoint a legacy contact to look after your account or have your account permanently deleted. We strongly suggest setting a legacy contact so your account can be managed. You can contact <https://support.MyPeopleDoc.com/hc/en-us> and inform PeopleDoc of your choice.

If you have not appointed a legacy contact, your account will remain active until we are made aware of your passing upon receiving of an original certificate of death issued by the state. Rightful heirs and/or third parties related to succession procedures may gain access to your account in order to retrieve Files for succession purposes. To gain access to your account Files, proving their relationship with your succession may be requested.

## **9. COSTS OF MyPeopleDoc®**

MyPeopleDoc® is free of charge for you. Nevertheless, all internet connection charges shall be borne by you, under the conditions set forth by your internet provider, as well as the cost of any tools necessary to view or read stored Files.

## **10. CONDITIONS FOR RECEIVING AND READABILITY OF HR DOCUMENTS**

Depending on the settings chosen by your Employer, you accept to receive all or part of the HR Documents electronically transmitted to your MyPeopleDoc® account. In this case, HR Documents will be sent to your MyPeopleDoc® account in PDF format or any other format compliant with current standards.

Given the likelihood of technological evolution, PeopleDoc will regularly verify that stored HR Documents remain readable using at least one standard software available on the market, and which corresponds to a universal format, i.e., open or free. If technological evolution makes it impossible to read stored HR Documents in their original format, PeopleDoc will carry out a migration to a new readable format, at its own expense, using a software that is standard at the time of migration.

## **11. SERVICE LEVEL**

In the context of a controlled access, MyPeopleDoc® will be accessible 24/7, with availability subject to maintenance periods. PeopleDoc will ensure maximum Service availability to the best of its ability.

A user support service will also be made available to you, free of charge, at the following address: <https://support.MyPeopleDoc.com/hc/en-us>. This service will be available on business days, Monday through Friday during working hours (9.30 am to 6.30 pm CET).

Access to MyPeopleDoc® may be subject to certain functionality restrictions depending on operating and maintenance **requirements**. In the event of an emergency and as a last resort, your access to MyPeopleDoc® may be temporarily interrupted for any urgent maintenance operations that we perform.

In the event of any planned or unplanned outages of MyPeopleDoc®, you will be informed with a message upon login to your MyPeopleDoc® account.

## **12. LIABILITY FOR MyPeopleDoc®**

PeopleDoc commits to ensure access to HR Documents, as well as their readability, their integrity and their confidentiality, in the best possible conditions available at any given time.

To the fullest extent permitted by applicable law, PeopleDoc shall not be held liable for any indirect harm, such as loss of revenue or interest, which you might suffer. PeopleDoc is not liable for any malfunctions or problems in accessing your MyPeopleDoc® account following events of *force majeure*, as defined by applicable laws and jurisprudence.

Furthermore, PeopleDoc shall not be held liable for unauthorized access by a third party to your MyPeopleDoc® account, when such access is obtained using your access code or the email linked to your MyPeopleDoc® account. In this event, should you request to block access to your MyPeopleDoc® account, and until PeopleDoc issues a new access code, access to your MyPeopleDoc® account will be temporarily suspended.

Moreover, PeopleDoc shall not be liable for the content of the Files uploaded or stored in MyPeopleDoc®.

## **13. YOUR CONTENT UPLOADED TO MyPeopleDoc®**

It is forbidden to deposit any Personal Files or content of an illegal nature, or which may harm the rights of third parties, or which is contrary to good morals or public order, in MyPeopleDoc®. PeopleDoc shall not be held liable for illegal content stored in your MyPeopleDoc® account and reserves the right to suspend any account that breaches these provisions, and therefore suspend any associated access.

Anyone who becomes aware of the existence of illegal content in MyPeopleDoc® can and should alert PeopleDoc through PeopleDoc's support feature, so that PeopleDoc can take the necessary steps to manage and remedy the situation, in accordance with applicable laws and regulations. For example, PeopleDoc should be made aware of the following offenses:

- Advocacy for crimes against humanity and war crimes;
- Terrorism and/or advocacy of terrorism;
- Incitement to discrimination, hatred or racial violence;
- Child pornography; and
- Messages of a violent or pornographic nature or of a nature likely to seriously violate human dignity, when the message is likely to be seen or perceived by a minor.

#### **14. INTELLECTUAL PROPERTY AND LICENSE**

PeopleDoc grants you a personal, non-exclusive, non-transferable and non-assignable worldwide license to access and use MyPeopleDoc®, limited to the Services subscribed to by your Employer, subject to other provisions of these Terms of Use. You acknowledge that you have no rights whatsoever on the object and source codes of the Services and MyPeopleDoc® which are and shall remain the exclusive property of PeopleDoc.

#### **15. CHANGES IN MyPeopleDoc® AND THESE TERMS OF USE**

PeopleDoc reserves itself the right to adapt or modify the range of services offered in MyPeopleDoc®. Any change shall come into effect on the date it is uploaded and made available online.

PeopleDoc reserves the right to amend these Terms of Use. Any change will come into effect and will be applicable to you 45 days after it is made available online. You shall be notified of any such changes upon your next login to MyPeopleDoc® following the update, when you first log in after the update and before you can proceed your using of MyPeopleDoc®. Changes will be applicable to all users

You are not required to accept the new Terms of Use. You may, at your discretion, download your Personal files and delete your account at any time.

#### **16. LANGUAGE**

These Terms of Use have been established in several languages. The version that has priority for interpreting these Terms of Use shall be the [English](#) language version.

#### **17. APPLICABLE LAW – JURISDICTION**

Without any prejudice to any applicable law for the maintenance of public order and/or any applicable international public order provision, the applicable law of these Terms of Use is the law applicable in your

jurisdiction, without regard to its rules on conflict of law.

## **SPECIAL CONDITIONS APPLICABLE BY JURISDICTION**

### **FRANCE**

#### **SPECIFIC CONDITIONS FOR THE DELIVERY OF PAY SLIPS IN FRANCE**

##### **1. YOUR RIGHTS CONCERNING PAYSLEIPS**

Your Employer will choose between the two options below as ways of obtaining your agreement for the set-up of the service of electronic distribution of your pay slips ('distribution'), as follows: (i) your Employer decides to obtain your consent prior to setting up the Service ('Opt-in'); or (ii) your Employer decides to give You the opportunity to refuse distribution ('Opt-out').

- ***With prior consent ('Opt-in')***

If your Employer has chosen to collect your consent before setting up the distribution, you agree that your payslips will be delivered electronically by accepting these Terms of Use.

If you decide to revoke your consent thereafter, you may do so at any time by configuring your settings in your MyPeopleDoc® account. Your Employer shall comply with your request (i.e., resumption of the delivery of hard-copy payslips) as quickly as possible, and no later than three (3) months following reception of your request.

- ***Digital payslip by default (Opt-out)***

If your Employer has chosen to set up the electronic distribution of payslips by default you will have one (1) month from the date you received the notice from your Employer to refuse the distribution before your first payslip is delivered electronically. You can inform your Employer that you refuse the distribution, either via MyPeopleDoc® or through any other method that can be duly dated (addressing yourself to your Employer directly).

Following this (1) month retraction period and once the distribution is set up, two situations are also possible:

- ⇒ In the absence of prior objection on your part, your payslips will be distributed electronically in your MyPeopleDoc® account.
- ⇒ In the event of prior objection on your part, the activation of your MyPeopleDoc® account entails acceptance of the distribution.

In both of the above situations, you have the option of revoking your consent at any time via MyPeopleDoc® or any other method that can be duly dated (addressing yourself to your Employer directly). Your Employer shall comply with your request (i.e., resumption of the delivery of hard-copy payslips) as quickly as possible, and no later than three (3) months following reception of your request.

Your employer may decide that the option to return to paper payslips, as described above, will not be available

in your MyPeopleDoc® account settings. In this case, you must submit your request directly to your Employer.

## **2. PAYSリップ RETENTION PERIOD**

Payslips will be stored in MyPeopleDoc® for at least fifty (50) years from the date they are first stored, even if you subsequently decide to go back to receiving hard-copy payslips. During this pay slip retention period, you will be free to view, print, download and/or share your payslips.

The provisions of this article will continue to be valid after the expiry of these Terms of Use.

## **3. IF PEOPLEDOC CEASES TRADING**

In the event that the Services are discontinued because PeopleDoc ceases trading, you will be notified at least three (3) months prior to the definitive cessation of service. During this period, you will be able to retrieve/download all your stored payslips without needing to perform complex or repetitive actions, and in a structured electronic format that is commonly used.

## **GERMANY**

### **1. LIABILITY**

The following sentence of item 11 above:

*“To the fullest extent permitted by applicable law, PeopleDoc shall not be held liable for any indirect harm, such as loss of revenue or interest, which you might suffer. PeopleDoc is not liable for any malfunctions or problems in accessing your MyPeopleDoc® account following events of force majeure, as defined by applicable laws and jurisprudence.”*

Is exchanged by:

- **Slight Negligence**

In case of slight negligence PeopleDoc shall only be liable if and to the extent a violation of an obligation is essential for the execution of this Terms of Use, i.e. where the obligation itself is a necessary prerequisite for the service performance, or where the violation of the relevant obligation jeopardizes the purpose of this Terms of Use and where you could legitimately rely upon its fulfillment. PeopleDocs liability shall be limited to damages which have been foreseeable and which can typically arise in connection with this Terms of Use.

- **Indirect Damages**

Subject to Section 3, PeopleDoc shall only be liable for any indirect, incidental, consequential, or special loss or damages, including but not limited to loss of profits, interruption of Service, loss of business, business opportunity or anticipated savings, or harm to reputation, however caused, which have been foreseeable and which can typically arise in connection with this Terms of Use. The same applies for PeopleDoc’s liability for the procurement of substitute services.

- **Exceptions**

Nothing in this Terms of Use limits or excludes PeopleDoc's liability (a) for death, bodily injury or injury of health arising out of its negligence or that of its vicarious agents, (b) for losses suffered as a result of gross negligence or willful misconduct, or (c) for losses that cannot be limited or excluded by law, in particular the liability under the German Product Liability Act (Produkthaftungsgesetz).

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