

## **Privacy Policy**

Security and protection of personal data applicable from May 25, 2018

## **Definitions:**

**Publisher:** The person, physical or moral, who publishes the services of communication to the public online.

**The Site:** All sites, web pages and online services offered by the Publisher.

**The User:** The person using the Site and the services.

## 1. Nature of data collected

In the context of the use of the Sites, the Publisher may collect the following categories of data concerning its Users:

Vital registration, identity, phone number, address, email, geographic coordinates ...

Connection data, IP addresses, date and time of connection are saved ...

# 2. Communication of personal data to third parties

#### No communication to third parties

Your data is not the subject of any communication to third parties. However, you are advised that they may be disclosed according to a law, regulation or a decision of a competent regulatory or judicial authority.

## 3. Purpose of the reuse of collected personal data

#### Perform customer management related operations

- The contracts; the orders; the deliveries; the bills; accounting and in particular the management of accounts receivable
- Customer relationship monitoring such as conducting satisfaction surveys, claims management and after-sales service
- The selection of clients to carry out studies and surveys (except for the consent of data subjects collected under the conditions set out in Article 6, these operations must not lead to the establishment of profiles likely to reveal sensitive data race or ethnic, philosophical, political, trade union, religious, sexual or personal health)



#### **Perform prospecting operations**

- The management of technical prospecting operations
- The selection of people to carry out actions of loyalty, prospection, survey, test product and promotion. Except for the consent of the persons concerned collected under the conditions laid down in Article 6, these operations must not lead to the establishment of profiles likely to reveal sensitive data (racial or ethnic origins, philosophical, political, trade union, religious opinions, sex life or health of people)
- · Performing soliciting operations

#### The development of trade statistics

Management of requests for rights of access, rectification and opposition

## 4. Aggregation of data

#### Aggregation with non-personal data

We may publish, disclose and use aggregated information (information about all of our Users or specific groups or categories of Users that we combine so that an individual User can no longer be identified or mentioned) and information non-personal for market and market analysis, demographic profiling, promotional and advertising purposes and for other business purposes.

#### Aggregation with personal data available on the user's social accounts

If you connect to an account of another service for cross-mailing, that service may provide us with your profile information, login information, and any other information you have authorized for disclosure. We may aggregate information about all our other Users, groups, accounts, personal data available on the User.

## 5. Collection of identity data

#### **Free consultation**

The consultation of the Site does not require registration or prior identification. It can be done without you communicating personal data concerning you (surname, first name, address, etc.). We do not register any personal data for the simple consultation of the Site.

## 6. Collection of identification data

#### Use of the User ID only for access to services

We use your electronic identifiers only for and during the performance of the contract.



## 7. Collecting terminal data

#### Collection of profiling data and technical data for service provision purposes

Some of the technical data of your device is automatically collected by the Site. This information includes your IP address, ISP, hardware configuration, software configuration, browser type and language, etc. The collection of this data is necessary for the provision of services.

#### Collection of technical data for advertising, commercial and statistical purposes

The technical data of your device is automatically collected and recorded by the Site, for advertising, commercial and statistical purposes. This information helps us to continually customize and improve your experience on our Site. We do not collect or store any nominative data (surname, first name, address ...) possibly attached to a technical data. The data collected is not likely to be resold to third parties.

### 8. Cookies

#### **Shelf life of cookies**

In accordance with the recommendations of the CNIL, the maximum duration of storage of cookies is 13 months maximum after their first deposit in the User's terminal, just like the duration of the validity of the User's consent to the use of cookies. The lifetime of cookies is not extended at each visit. The User's consent must therefore be renewed at the end of this period. In accordance with the recommendations of the CNIL, the maximum duration of storage of cookies is 13 months maximum after their first deposit in the User's terminal, just like the duration of the validity of the User's consent to the use of cookies. The lifetime of cookies is not extended at each visit. The User's consent must therefore be renewed at the end of this period.

#### **Purpose cookies**

Cookies may be used for statistical purposes, in particular to optimize the services rendered to the User, from the processing of information concerning the frequency of access, the personalization of the pages as well as the operations carried out and the information consulted.

You are informed that the Publisher may place cookies on your device. The cookie records information about the navigation on the service (the pages you have visited, the date and time of the consultation ...) that we can read during your subsequent visits.

#### User's right to refuse cookies

You acknowledge that you have been informed that the Publisher may use cookies. If you do not want cookies to be used on your device, most browsers allow you to disable cookies through the settings options.

## 9. Retention of technical data

Shelf life of technical data



The technical data are kept for the period strictly necessary for the accomplishment of the purposes mentioned above.

# 10. Retention period for personal data and anonymisation

#### Data retention during the duration of the contractual relationship

In accordance with Article 6-5 ° of Law No. 78-17 of 6 January 1978 relating to data, files and freedoms, the personal data being processed are not kept beyond the time required to fulfill the obligations defined at the conclusion of the contract or the predefined duration of the contractual relationship.

# Retention of anonymous data beyond the contractual relationship / after deletion of the account

We keep personal data for the time strictly necessary for the fulfillment of the purposes described in these Terms. Beyond this period, they will be anonymized and kept for exclusively statistical purposes and will not give rise to any exploitation of any kind whatsoever.

#### Deletion of data after 3 years of inactivity

For security reasons, if you have not authenticated yourself on the Site for a period of three years, you will receive an e-mail inviting you to log in as soon as possible, otherwise your data will be deleted from our databases.

## 11. Deleting the account

#### **Deleting the account on demand**

The User has the option to delete his Account at any time, by simple request to the Publisher.

#### Deletion of account in case of violation of the GTU

In the event of a breach of one or more provisions of the GTU or any other document incorporated herein by reference, the Publisher reserves the right to terminate or restrict without prior notice and in its sole discretion, your use and access services, your account and all Sites.

# 12. Indications in case of security breach detected by the Publisher

#### User information in case of security breach

We undertake to implement all appropriate technical and organizational measures to ensure a level of security adapted to the risks of accidental, unauthorized or illegal access, disclosure, alteration, loss or destruction of personal data about you.



In the event that we become aware of illegal access to your personal data stored on our servers or those of our service providers, or unauthorized access resulting in the realization of the risks identified above, we commit ourselves at:

- Notify you of the incident as soon as possible;
- · Examine the causes of the incident and inform you;
- Take the necessary measures within the limits of reasonableness in order to lessen the negative and prejudicial effects that may result from this incident.

#### **Limitation of liability**

In any case, the commitments defined in the above point relating to the notification in the event of a security breach can not be assimilated to any acknowledgment of fault or responsibility for the occurrence of the incident in question.

## 13. Transfer of personal data abroad

#### No transfer outside the European Union

The Publisher undertakes not to transfer the personal data of its Users outside the European Union.

# 14. Modification of the GTU and the privacy policy

In case of modification of these Terms, commitment not to lower the level of confidentiality substantially without the prior information of the persons concerned

We undertake to inform you in case of substantial modification of these Terms, and not to lower the level of confidentiality of your data in a substantial way without informing you and obtaining your consent.

## 15. Applicable law and procedures for appeal

#### Application of French law (CNIL legislation) and jurisdiction of the courts

These Terms and your use of the Site are governed and interpreted in accordance with the laws of France, including the Law No. 78-17 of January 6, 1978 relating to data, files and freedoms. The choice of applicable law does not affect your rights as a consumer in accordance with the applicable law of your place of residence. If you are a consumer, you and we agree to submit to the non-exclusive jurisdiction of the French courts, which means that you can bring an action relating to these Terms in France or in the EU country in which you live . If you are a professional, all actions against us must be brought before a court in France.



In case of dispute, the parties will seek an amicable solution before any legal action. In the event of failure of these attempts, any disputes as to the validity, interpretation and / or execution of these GTU shall be brought even in case of plurality of defendants or of warranty, before the French courts.

## 16. Data portability

#### **Data portability**

The Publisher undertakes to offer you the possibility to have you return all the data about you on request. The user is thus guaranteed a better control of his data, and keeps the possibility of reusing them. These data will need to be provided in an open and easily reusable format.