

# Confidentiality policy (RGPD standard)

## Personal data security and protection.

### Design your privacy

#### Warnings.

This tool is made available free of charge. It is based on data founded on the law firm's professional analysis in matters of RGPD compliance. However, compliance being a dynamic process and each situation being specific, the information given has to be adapted and may not in any event be deemed as exhaustive or accurate.

Unless you request a review and validation by the Law Firm, the document generated is just considered as information. Consequently, you alone are liable for the interpretation of the information provided, the advice you deduce and the adaptations made for your own commercial activity. You therefore use and exploit the tool at your risks and perils.

#### Definitions :

**Editor** : The physical or legal entity editing the public on-line communication services.

**Site** : All the on-line sites, Internet pages and services proposed by the Editor.

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

#### Type of data collected.

**While using the Sites, the Editor is likely to collect the following categories of data concerning Users :**

Data concerning civil status, identity, identification...

#### Communication of personal data to third parties

##### No communication to third parties

Your data will not be the subject of any communication to third parties. You are nevertheless informed that they may be disclosed by application of a law or regulation, or pursuant to a decision rendered by a relevant regulatory or judicial authority.

#### Prior information for the communication of personal data to third parties in the event of merger / absorption

##### Opt-in (consent) collected prior to the transmission of data further to a merger / acquisition

In the event we are involved in an operation of merger, acquisition or any other form of share transfer, we undertake to obtain your consent prior to transmission of your personal data and to maintain the level of confidentiality you consented for your personal data.

#### Finality of the re-use of the personal data collected.

##### Accomplish transactions related to the client management concerning

- contracts ; orders ; deliveries ; invoices ; accountancy and especially management of clients' accounts
- a loyalty programme with one or more legal entities ;
- continuous client relationship until fulfilment of satisfaction enquiries, management of claims and after-sales service
- selection of clients to carry out studies, surveys and product tests (unless consent is given by those concerned, collected pursuant to article 6, these transactions shall not lead to the establishment of profiles likely to reveal sensitive data – racial or ethnic origins, philosophical, political, trade union, religious, sexual or health opinions)

##### Perform operations related to prospection

- management of technical prospection operations (including technical operations such as standardization, enrichment and duplication in particular)

- selecting people to carry out activities for loyalty, prospection, enquiries, product testing and promotion. Unless consent gathered pursuant to article 6 is given by those concerned such transactions shall not lead to the establishment of profiles likely to reveal sensitive data (racial or ethnic origins, philosophical, political, trade union, religious, sexual or health opinions)
- accomplishing prospection operations

## **Managing requests for access, correction and opposition rights**

### **Data collection**

#### **Combining with non-personal data**

We may publish, disclose and use combined data (information related to all our Users or to specific groups or categories of our Users or to specific groups of Users to be combined so that no individual User may be identified or referred to) and non-personal data in order to analyze the sector and market, demographic profiling, for promotional and publicity purposes and other marketing purposes.

#### **Collection with the personal data available on the User's company accounts**

If you connect your account to another department's account in order to send out crossed dispatches, this department may communicate your profile, connection data, together with any other information for which you have authorized disclosure. We may connect the data related to all our other Users, groups, accounts, with the User's available personal data.

#### **Collection of identity data**

##### **Free consultation**

No prior registration or identification is required to consult the Site. This may be done without communication of your nominative data (surname, first name, address, etc.). We will not record any nominative data for a simple consultation of the Site.

#### **Collection of identification data**

##### **Use of the user's log-in only for access to services**

We use your electronic log-ins only for and during performance of the agreement.

#### **Collection of terminal data**

##### **No collection of technical data**

We do not collect or keep any technical data for your device (IP address IP, Internet access provider...).

### **Cookies**

#### **Retention time for cookies**

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

#### **Final use of cookies**

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

You are informed that the Editor is likely to place cookies on your terminal. The cookie records data related to navigation on the service (the pages you have consulted, date and time of consultation...) that may be read during your subsequent visits.

#### **The User's right to refuse cookies, deactivation entailing diminished functioning of the service.**

You acknowledge having been informed that the Editor may use cookies, and authorize this. If you do not wish cookies to be used on your terminal, most navigators allow you to deactivate the cookies by

using the settings options. However, you are informed that some services may no longer function properly.

### **Possible association of cookies with personal data to allow the service to function**

The Editor may be led to collect navigational data via the cookies.

### **Conservation of technical data**

#### **Length of conversation of technical data**

Technical data are kept for the length of time strictly necessary to complete the aforementioned finality.

### **Time limit for conservation of personal data and anonymization**

#### **Conservation of data throughout the contractual relationship**

Pursuant to article 6-5° of Law n°78-17 of 6 January 1978 related to data protection, personal data being subject to processing are not preserved beyond the time required to perform the obligations laid down when concluding the agreement or the predefined length of the contractual relationship

#### **Conservation of anonymized data beyond the contractual relationship/ after suppression of the account**

We will keep personal data for the time strictly required to complete the finalities described in these CGU. Beyond this period, they will be anonymized and kept exclusively for statistical purposes and will not give rise to any use of any nature whatsoever.

#### **Suppression of data after deletion of the account**

Data purge methods are in place to provide for effective suppression once the conservation or archiving period required to fulfil the determined or provided finalities is reached. In accordance with Law n°78-17 of 6 January 1978 related to data protection, you have a right to delete your data that you can exercise at any moment by contacting the Editor.

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

For security reasons, if you have not been identified on the Site for a period of 3 years, you will receive an e-mail inviting you to connect as soon as possible, without which your data will be deleted from our data bases.

### **Deletion of account**

#### **Deletion of account on request**

The User may delete its Account at any moment, by a simple request to the Editor OR by using the Account deletion menu shown in the Account settings as the case may be.

#### **Deletion of account in the event of breach of the CGU**

In the event of a breach of one or more provisions of the CGU or any other document referred to herein, the Editor reserves the right to terminate or restrict without any prior notice and at its entire discretion, your use and access to services, your account and all the Sites.

### **Indications in the event of a security failure detected by the Editor**

#### **Information of the User in the event of a security failure**

We undertake to implement all appropriate technical and organizational measures in order to guarantee a level of security adapted with regard to accidental, unauthorized or illegal risks of access, disclosure, alteration, loss or destruction of your personal data. In the event we are made aware of unlawful access to your personal data stored on our servers or those of our service providers, or of unauthorized access having the consequence of performing the aforementioned risks, we undertake to :

- Inform you of the incident as soon as possible ;
- Examine the causes of the incident and keep you informed ;
- Take the necessary measures within reasonable limits in order to diminish the negative effects and losses that may result from such incident

**Limitation of liability**

In no way may the aforementioned commitments related to notification in the event of a security failure may be assimilated to any acknowledgement whatsoever of default or liability concerning the occurrence of the incident in question.

**Transfer of personal data abroad****No transfer outside the European Union**

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

**Modification of the CGU and the confidentiality policy****In the event of amendment to these CGU, commitment not to substantially reduce the level of confidentiality without previously informing the persons concerned**

We undertake to inform you in the event of any substantial amendment to these CGU, and not to substantially reduce the level of confidentiality of your data without informing you and obtaining your consent.

**Applicable law and litigation****Arbitration clause**

You expressly accept that any dispute likely to arise because of these CGU, in particular its interpretation or performance, shall be governed by arbitration proceedings subject to the rules of the arbitration platform chosen by mutual agreement, which you unreservedly accept.

**Portability of data****Portability of data**

The Editor undertakes to offer to return all your data upon a simple request. The User is therefore guaranteed improved data control, and retains the possibility of reusing them. Such data should be provided in an open, easily reusable format.

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