

CONFIDENTIALITY POLICY

LUNII

(22 July 2019 Version)

This confidentiality policy (hereinafter referred to as the “**Confidentiality Policy**”) defines the legal framework for the collection, use and processing by Lunii SAS (hereinafter referred to as the “**Company**”) of the personal data of users browsing through and/or using services offered via the Website developed by the Company (hereinafter referred to as the “**Users**”), downloadable at <https://www.lunii.fr> designed and operated by the Company (hereinafter referred to as the “**Platform**”).

It is compulsory to enter personal data collected under this Confidentiality Policy. This information is necessary to process and supply services offered by the Company via the Platform (hereinafter referred to as the “**Services**”). Any failure to fill in information will prevent the proper operation of Services offered online.

The Company undertakes to comply with regulations applicable in terms of personal data protection (hereinafter referred to as the “**Personal Data**”), including obligations stipulated by European Regulations No. 2016/679 on the protection of personal data (RGPD).

The Company will only collect personal data in compliance with the terms of this Confidentiality Policy and any legal and reasonable instruction provided by the User at any time.

When the Company notes any violation of rights in connection with the processing of personal data, this violation will be notified to CNIL within a period of time not to exceed seventy two (72) hours after becoming aware thereof.

Any violation committed in connection with the processing of the User’s personal data will be notified to the relevant User by email, within one (1) month.

ARTICLE 1: INFORMATION COLLECTED

1.1 While the Platform and Services are used, the Company may collect any information required for the creation of an account on the Platform and for the proper operation of the Platform (hereinafter referred to as the “**Personal Data**”) by directly or indirectly identifying the User.

When first signing in, the User shall expressly approve the processing of his/her Personal Data within the limit of processing strictly required for the proper operation of the Platform.

It is compulsory to enter personal information collected. This information is required for the processing and provision of Services. If information is not provided, Services offered online will not work properly.

Such information includes:

- Personal Data relating to the identity of the User, including his/her title, surname, forename, electronic address, phone number, postal address and zip code;
- Personal Data relating to browsing automatically collected by the Company – including the anonymised IP address, browser used, period of browsing, operating system used, language and pages viewed;

- The data relating to Platform statistics of visits by Users, including traffic data and other communications data or resources used by the User by getting access to the Platform;

1.2 Personal Data may be directly collected when the User discloses them to the Company via User account creation, contact request, or newsletter subscription forms available on the Platform, as well as unlawful content reporting forms.

The Company will reserve the right of reviewing, browsing through or analyzing communications exchanged between the Company and Users via the Platform to prevent acts of fraud, assess risks, comply with regulations, conduct investigations, develop products, make searches and assist Users.

Entering Personal Data collected for such purposes is compulsory and strictly necessary for the proper operation of the Platform. Otherwise, Services may not be delivered.

ARTICLE 2: USE OF PERSONAL DATA COLLECTED

The Company uses, stores and processes Personal Data to get input for, understand, improve and develop the Platform, to create and maintain an environment of trust with Users and comply with legal obligations for which it is responsible, in particular to:

2.1 Development of the Platform

- Make it possible for Users to get access to/use the Platform;
- Make it possible for Users to make purchases via the Platform;
- Make it possible for Users to communicate with the personnel of the Company;
- Manage, protect, improve and optimise the Platform through statistics, analyses and surveys;
- Provide customer service adjusted to Users' requirements;
- Send Users messages of assistance or messages relating to Services, updates, security alerts and notices;
- In connection with actions for the detection and prevention of acts of fraud;

2.2 Creation and maintenance of an environment of trust for Users

- Detect and prevent acts of fraud, spams, abuse, security incidents and other harmful activities;
- Conduct security investigations and risk assessments;
- Check or authenticate information or identifications transferred by Users;
- Comply with legal obligations for which the Company is responsible;
- Solve any disputes with Users;

2.3 Provide, Customize, Assess and Improve our Advertising and the Marketing of Services

- Send promotional messages, commercial and promotional information;
- Customise, assess and improve advertising for the Services;

ARTICLE 3: SHARING AND DISCLOSING PERSONAL DATA

3.1 The Company may disclose the Users' Personal Data to courts, governmental authorities or authorities in charge of the application of the law or to authorized third parties, if the law so requires or permits, or if such disclosure is reasonably considered as necessary: (i) to comply with the legal

obligations of the Company, (ii) to comply with the judiciary procedure and handle claims filed against the Company, (iii) to respond to requests checked as part of a judicial investigation or assumed or suspected illegal activity or any other activity as a result of which the Company or User may be legally liable.

3.2 The Company may sub-contract all or any part of the performance of the Services in compliance with legal provisions applicable.

The Company may also subcontract Personal Data hosting services provided that Personal data are processed by a hosting platform exclusively located in the territory of the European Union.

The sub-contractor will be authorized to process, on behalf of the Company, Personal Data required to provide Services.

3.3 The Personal Data may be transferred to technical service providers, for the sole purpose of the proper performance of the Services, or to its various providers, such as payment solution providers.

ARTICLE 4: PROTECTION OF PERSONAL DATA – RIGHTS OF USERS

4.1 The Personal Data disclosed by the User will be destroyed no later than six (6) months after the end of the use of Services by the User. The Company will reserve the right of preserving some data to justify, as the case may be, the proper performance of his/her obligations stipulated by the agreement or by the law. Data so preserved will be limited to what is strictly required.

4.2 In all cases, the User will have a right to get access to, correct, change, object to, transfer and delete his/her Personal Data by writing at the following address:

mesdonnees@lunii.com stating his/her surname, forename, email and address

In compliance with existing regulations, any request should be signed and be sent with the copy of any identification document showing the User's signature.

The User may get back his/her Personal Data in an open and legible format. The right to transferability will be limited to data provided by the relevant User. It will apply on the basis of the User's prior consent. The Company undertakes to transfer, upon request, within one (1) month, any document used to collect Personal Data to the User, to be able to enforce the right to transferability. Costs related to the collection of data will be payable by any User making such request.

ARTICLE 5: USE OF COOKIES

In compliance with CNIL resolution No. 2013-378, 5 December 2013, the Company will also notify that cookies record some information stored in the memory of the User's hard drive. This information is used to generate audience statistics.

A message of alert in the form of a banner will first ask the User if he/she wants to accept cookies.

Users going to the home page or any other page on the Platform directly from a search engine will be made aware of:

- The specific purposes of cookies used;
- the possibility to object to these cookies and change parameters by clicking on a link present in the banner;
- the fact that if the User continues browsing, it will be deemed that he/she approved the placing of cookies in his/her terminal.

To guarantee the free, informed and unequivocal consent of Users on the Platform, the banner will not be removed as long as browsing has not been resumed.

Save in case of prior consent, no cookies will be placed and read.

ARTICLE 6. NEWSLETTER

Based on choices made by the User, the User may be the recipient of the newsletter.

By ticking the box intended for that purpose or by expressly giving his/her consent for such purpose, the User accepts that the Company may send him/her a newsletter which may contain information relating to new activities offered by the Company's Partners.

Users may unsubscribe from the newsletter by clicking on the link introduced for that purpose in each newsletter.