

**PRIVACY POLICY**  
**MOBILE APPLICATION LUNII**

June 22nd, 2021, Version

This privacy policy (hereinafter referred to as the "**Privacy Policy**") defines the legal framework for the collection, use and processing, by the Company (as defined below), of personal data belonging to users (hereinafter referred to as the "**Users**") browsing and/or making use of the services offered via the mobile application " Lunii" developed by the company LUNII, a simplified joint-stock company with share capital of 11,415 Euros, whose head office is located at 16/18 rue Dubrunfaut , FR-75012, Paris, registered in the Paris Trade and Companies Register under the number 802 801 472

(hereinafter referred to as the "**Company**"), downloadable from <https://www.lunii.com> designed and operated by the Company (hereinafter referred to as the "**Platform**").

Entry of personal data collected within the framework of this Privacy Policy is compulsory. This information is required for processing operations and for the provision of the services offered by the Company via the Platform (hereinafter referred to as the "**Services**"). Failure to enter information prevents the proper functioning of the Services offered online.

The Company agrees to comply with the regulations applying to the protection of personal data and, in particular, the obligations arising from European Regulation No. 2016/679 on the protection of personal data (GDPR).

The Company shall only collect personal data in compliance with the terms of this Privacy Policy and any legal and reasonable instructions given by the User at any time.

When the Company discovers a breach of rights in the context of the personal data processing operations, said breach will be notified to the National Commission for Data Protection (CNIL) within a period not exceeding seventy-two (72) hours after discovering it.

All breaches relating to the processing of the User's personal data will be notified to the User in question by email, within a period of one (1) month.

## **CLAUSE 1. INFORMATION COLLECTION**

**1.1** During the entire period of use of the Platform and the Services, the Company is likely to collect information, identifying the User directly or indirectly, required for the creation of an account on the Platform and required for the proper functioning of the Platform (hereinafter referred to as "**Personal Data**").

When first logging on, the User expressly consents to the processing of their Personal Data within the limit of operations strictly required for the proper functioning of the Platform.

It is compulsory to provide the personal information. This information is required for processing operations and for the provision of the services. Failure to enter information prevents the proper functioning of the Services offered online.

The following are affected:

- (i) Personal Data relating to the identity of the User and their surname, forename and email address.
- (ii) Personal Data relating to browsing, automatically collected by the Company and in particular the anonymised IP address, the browser used, the duration of the session, the operating system used, the language and the pages viewed.
- (iii) Data relating to statistics of visits to the Platform by Users and, in particular, traffic data and other data and communication resources that the User uses when accessing the Platform.

**1.2** Personal Data may be collected directly when the User communicates them to the Company using the forms for creating User accounts, contact requests, subscriptions to the newsletter available on the Platform and reporting of illegal content.

The Company grants the right to review, browse or analyse the communications exchanged between the Company and the Users and between Users via the Platform, for the purposes of fraud prevention, risk assessment, compliance with regulations, surveys, product development, research and the provision of user support.

The provision of Personal Data collected for these purposes is compulsory and strictly necessary for the proper functioning of the Platform. Otherwise, the Services cannot be provided.

## **CLAUSE 2. USE OF THE PERSONAL DATA COLLECTED**

The Company uses, stores and processes Personal Data in order to feed, understand, improve and develop the Platform, to create and maintain an environment of trust with Users, to comply with the legal obligations incumbent on it and, in particular, to:

### **2.1 Develop the Platform**

- Enable Users to access/use the Platform.
- Raise awareness in staff and communicate with them.
- Manage, protect, improve and optimise the Platform through statistics, analyses and studies.
- Provide customer services tailored to the needs of the Users.
- Send Users support or Service messages, as well as updates, security alerts and notifications.
- Detect and prevent fraud.

### **2.2 Create and maintain an environment of trust with Users**

- Detect and prevent fraud, abuse, security incidents and other harmful activities.
- Carry out security investigations and risk assessments.
- Check and authenticate the information and credentials provided by Users.
- Respect the legal obligations incumbent on the Company.
- Resolve any disputes with Users.

### **2.3 Provide, personalise, evaluate and improve the advertising and marketing of the Services**

- Send promotional messages and commercial and advertising information.
- Personalise, evaluate and improve the advertising of the Services.

Furthermore, the voice data collected by the Company during the use of the Platform by the User is collected on the servers of the Company and deleted from said servers when they are deleted by the User.

## **CLAUSE 3. SHARING AND DISCLOSURE OF PERSONAL DATA**

**3.1** The Company may disclose the Personal Data of Users to courts, government authorities and authorities legally responsible for the Platform, or to authorised third parties, if the law requires or permits it, or if such disclosure is reasonably deemed necessary:

- (i) For the Company to comply with its legal obligations.
- (ii) In order to comply with legal proceedings and to follow up on claims brought against the Company.
- (iii) To respond to verified requests in the context of judicial investigations or of alleged or suspected illegal activities or any other activity which may expose the Company or the Users to legal liability.

**3.2** The Company has the right to subcontract all or part of the performance of the Services in compliance with the legal provisions in force.

The Company may also subcontract Personal Data hosting services on the condition that Personal Data is processed by a hosting platform located in the territory of the European Union or the United States of America.

The subcontractor will be authorised to process, on behalf of the Company, the Personal Data necessary to provide the Services.

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

#### **CLAUSE 4. PROTECTION OF PERSONAL DATA - RIGHTS OF USERS**

**4.1** Personal Data provided by Users will be destroyed no later than six (6) months after the end of the use of the Services by the User. The Company reserves the right to keep certain data in order to justify, if necessary, the proper performance of its contractual or legal obligations. Data stored in this way will be limited to that which is strictly necessary.

**4.2** In all cases, Users shall benefit from the right to access, rectify, modify, oppose, move and delete Personal Data concerning them by writing to the following address:

[mesdonnees@lunii.com](mailto:mesdonnees@lunii.com) stating their surname, forename, email and address.

In accordance with the regulations in force, all requests must be signed and accompanied by a photocopy of an identity document bearing the User's signature.

In accordance with article 37 of European regulation No. 2016/679 on data protection, the Company has appointed Mr Jean-Baptiste Moy as its Data Protection Officer.

Users can recover their Personal Data in an open and readable format. The right to portability is limited to the data provided by the User in question. It is applied on the basis of the prior consent of the User. The Company undertakes to transfer, on request and within one (1) month, all documents for the collection of Personal Data to the User in order to be able to exercise the right to portability. Costs related to the recovery of data are to be paid by the User when making the request.

#### **CLAUSE 5. USE OF COOKIES**

In accordance with CNIL deliberation No. 2013-378 of 5<sup>th</sup> December 2013, the Company also informs Users that cookies record certain information which is stored in the memory of the User's hard drive. This information is used to generate audience statistics.

An alert message, in the form of a banner, asks the User if they wish to accept cookies beforehand.

Users going to the home page or another page of the Platform directly from a search engine will be informed:

- Of the exact purposes of the cookies used
- The ability to block these cookies and to change the settings by clicking on a link in the banner, and

- The fact that continuing to browse the website constitutes agreement to the placement of cookies on your device

To guarantee free, informed and unequivocal consent by Users of the Platform, the banner will not disappear until the User has continued browsing.

Without prior consent, cookies will not be saved or read.

## **CLAUSE 6. NEWSLETTER**

Depending on the choices made by the User, they may receive the newsletter.

By checking the box provided for this purpose, or by expressly agreeing to this, the User accepts that the Company may send them a newsletter which may contain information relating to new activities offered by the Partners of the Company.

Users may unsubscribe from the newsletter by clicking on the link provided for this purpose in each of the newsletters.