

ToU & PRIVACY POLICY OF LE WAGON PLATFORMS

TERMS OF USE & PRIVACY POLICY

Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS (THE “**TERMS OF USE**”) CAREFULLY BEFORE SIGNING UP TO THE PLATFORMS AND USING THE SITE (AS DEFINED BELOW). BY ACCESSING OR USING THE SITE YOU (THE “**USER**”) ARE ACCEPTING AND AGREEING TO BE BOUND BY ALL THE TERMS SET FORTH HEREIN, INCLUDING THOSE ADDITIONAL TERMS AND CONDITIONS AND POLICIES REFERRED TO HERE AND/OR AVAILABLE BY HYPERLINK. THESE TERMS ARE BETWEEN YOU AND LA LOCO (HEAD OF LE WAGON GROUP), ONLY. BY TICKING THE ACCEPTANCE BOX AT THE END OF THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND AGREED TO LE WAGON’S PRIVACY POLICY, AS UPDATED FROM TIME TO TIME. THESE TERMS OF USE FORM A LEGALLY BINDING CONTRACT BETWEEN YOU AND LE WAGON IN RELATION TO YOUR USE OF THE SITE, AND MAY BE UPDATED BY LE WAGON AT ANY TIME AT ITS SOLE DISCRETION. IF YOU DO NOT AGREE TO THESE TERMS OF USE AND/OR THE TERMS OF THE PRIVACY POLICY, DO NOT ACCESS OR USE THE SITE IN ANY MANNER WHATSOEVER. IF YOU FAIL TO DO SO, WE WILL CONSIDER YOUR USE TO BE IN BREACH OF THIS AGREEMENT.

These Terms of Use govern the relationship between:

The User (as defined in Article 1 below);

And

LA LOCO (hereinafter referred to as “**the Company**”), a simplified joint stock company incorporated under the laws of France, registered in the Paris Trade and Companies Register under the number 810 930 123, whose registered office is located at 24 rue Louis Blanc 75010 Paris;

The User and the Company being hereinafter referred to as “**the Parties**” or individually as “**the Party**”.

PREAMBLE

The Company offers directly or via its subsidiaries, partners or franchisees, (hereafter referred to as “**Training Organisation(s)**”) training services in computer science in short and intense cycles, of the “bootcamp” type (hereafter referred to as the “**Services**”), under the brand name “**LE WAGON**”, hereafter used to designate this service.

LE WAGON’s vocational training courses in computer science are given in a mixed form, combining face-to-face courses and a set of tools (handouts and/or tutorials in the form of videos and slides, practical exercises) and pedagogical exchanges provided or given online (hereafter referred to as the “**Training**”).

LE WAGON’s Training and access to the Site, as defined in Article 1 below, may be provided to Users : (i) who are employees required to attend a Training in the frame of their employment, through the signature of an agreement between a Training Organisation and the User’s employer (“**the Employer**”), (ii) that have signed a training agreement with a Le Wagon Training Organisation (the “**Training Agreement**”).

1. DEFINITIONS

The Parties agree and accept that the following terms used with a capital letter, in the singular and/or plural, will have, within the framework of these Terms of Use, the meaning defined below:

“**Agreement**”: means these Terms of Use.

“**B-to-B Training**” : refers to the Training provided by a Training Organisation in virtue of a Training Agreement between such Training Organisation and an Employer

“**Client**” : means a Trainee or an Employer who has signed an agreement with the Company or a Le Wagon Training Organisation for the provision of Services

“**Employer**” : has the meaning set forth in the Preamble

“**Information**” means data (personal or non-personal, professional, miscellaneous information, etc.) and content (photographs, videos, images, messages, comments, etc.) provided by any User on the Site, except for educational content approved by the Company and posted by an employee as part of his or her employment contract.

“Profile” means the User’s personal page on the Site containing Information about the User.

“Site”: Digital platforms KITT, LEARN and ASSESS owned by the Company, allowing access to and use of all the online educational tools provided or used within the framework of the WAGON’s Training.

“Services” means the services on the Site provided by the Company and which are part of the Training provided by a Training Organisation to the Trainee, including the services defined in Article 3.

“User”: means any authorised person (including but not limited to Trainees, staff member, freelance, Employer) who has logged on to the Site and who has consequently accepted the present Terms of Use.

“Trainee” : means any User who attend a Training

“Training” : has the meaning set forth in the Preamble

“Training Agreement” : has the meaning set forth in the Preamble

“Training Organisation” : has the meaning set forth in the Preamble

2. PURPOSES AND ACCEPTANCE OF THE TERMS OF USE

The purpose of these Terms of Use is to define the terms and conditions of access and use of the Site by the User.

The fact that any User ticks the box “I accept the Terms of Use” or its equivalent when registering on the Site constitutes irrevocable and unreserved acceptance of all of these provisions.

If the User refuses to comply with any of the obligations and conditions contained in these Terms of Use, they must renounce access to and use of the Site. Failure to do so shall be deemed a breach of this Agreement, and the User may engage their responsibility (as well as the responsibility of their Employer as the case may be).

When applicable, the Trainee has a withdrawal period indicated in their Training Agreement. If they withdraw within this period, they will be deemed to have withdrawn from the Terms of Use and the use of the Site. They will then have to give up accessing and using the Site. Otherwise, the User will be deemed to be acting in violation of this Agreement.

The User declares that they are of legal age and are not a protected adult or, in the case of legal protection measures, that they have obtained the consent of their legal representative to access and use the Site.

These Terms of Use together with, as the case may be, the Training Agreement, the Code of Conduct, the Rules of Procedure, the Privacy Policy and/or the Terms of Services represent the entire agreement between the Parties and supersede any prior agreement or understanding, whether oral or written, relating thereto.

The Company reserves the right to modify at any time these Terms of Use, in particular according to the evolution of the Services offered to the Client or to respond to technical evolutions, without being able to foresee an alteration in the quality of the Service provided.

Any modification will take effect immediately upon posting the new version of the Terms of Use on the Site.

The essential modifications will be notified to the User by means of a window appearing when connecting to the Site and must be accepted in order to access the Site by checking the box accepting the Terms of Use. If the User does not accept the modifications, they must stop accessing the Site. Non-essential changes may be made to improve the User experience and will not be subject to notifications.

The Terms of Use will be accessible in the Terms of Use section in the Site. The User may download them for documentation, future reference and reproduction.

The User may obtain a copy of these Terms of Use or their modifications in a format accessible to persons with disabilities upon request.

3. DESCRIPTION, FUNCTIONALITIES, COMPATIBILITY OF THE SITE

▼ 3.1 Kitt functionalities and description

The Site, in its “KITT” section, aims to provide Users with access to several educational tools, and in particular :

- The “Lecture” functionality which allows Users to access the content of the course and in particular the course slides in English, videos in the language of the Training. This content corresponds to the latest version available, old content is not kept on the Site;

- The “Dashboard » feature which allows Users to access a training schedule. The “Dashboard” feature allows Users to access a training schedule. This schedule, which lists the teachers assigned to the courses and the course schedules, is created by Users who are teachers or program managers and is made available to other Users;
- The “Challenge” feature which allows Users to complete exercises each day with « buddies » which means partners within the student’s batch who are designated each day by the platform. Explanations are given to indicate the instructions of the exercise to the User;
- The “Classmates” feature that allows users to access the profiles of students in the same batch;
- “Buddies” feature that allows users to see who their designated exercise partner is each day;
- The “Ticketing” interface that allows users to contact a TA to help a student who is having difficulty with an exercise;
- The “Alumni” feature which allows the User to access a professional network of former students, new students and Le Wagon staff. This allows Users to network with each other. It is possible to search for other Users according to their status (job seekers, freelancers, entrepreneurs, professors and assistant professors, employees of Le Wagon Group), their skills, their place of study;
- The “Companies” feature that allows the User to find the list of companies in which alumni are working and view the number of alumni in that company, which alumni are working in which company and what position they holds;
- The “Outcomes Contact” feature that allows the User to contact the recruitment departments of partner companies.

Other functionalities may be present on the Site.

▼ 3.2 Learn functionalities and description

The purpose of the “Learn” section of the Site is to give Users access to several educational tools, and in particular:

- The “Library” feature which allows the User to choose the subject that interests him/her;

- The “My Course” feature which allows the Users to access their courses;
- The “Reading” functionality that allows access to educational content such as videos, slides, and instructions for learning,
- The “Your turn” feature that allows users to perform exercises;
- The “Takeaways” feature that provides Users with explanatory summaries of the main concepts to be retained by subject;
- The “Forum inbox” feature that allows Users to ask questions in case of difficulties encountered;

Other functionalities may be present on the Site.

▼ 3.3 Assess functionalities and description

The Site, in its "Assess" section, aims to provide Users with access to several educational tools, and in particular :

- The "All sessions" function enables Users to access all assessments, as well as juries to connect to the platform and administer certifications.
- More specifically, there are "Ongoing sessions", which allow Users to access evaluations that are currently in progress, "Upcoming sessions", which allow access to those that are about to take place, "Past sessions", which allow access to those that have already taken place, "Archived sessions", which allow access to those that have been archived, and "Demo sessions", which allow Users to attend a demonstration.
- The "My sessions" function enables Users to access the assessment sessions they have started. In particular, this function enables Users to take official and unofficial certifications.
- The "Create a new session" function enables Users to launch a new assessment session based on the skills they wish to assess.
- The "Candidates" function gives juror Users and employee Users access to student results and assessment progress.
- The "Juror" function enables employee Users to find out which juror has passed which certification/assessment.

- The "Jury" function allows juror Users to access the subset of Users they will be evaluating. These Users appear at the top of the list, underlined in light gray.
- By clicking on the "Grade" function at the end of each User's line, juror Users are taken to the page for grading. They will then have access to the User's name, the button for choosing a grade from a panel, the subject the User has been assigned and the first item to be graded. For each skill, the juror User will have to choose between the options "Denied", "In process of acquisition" or "Acquired".
- The "Notes" function allows juror Users to take notes on candidates, to which they will not have access.
- The "Open deliberations" function enables the president of a jury, after having assessed all the Users, to organize a meeting to review the Users' scores and award certification to the User.
- Once the president's jury has opened the "Open deliberations" function, the juror User must debate whether or not the User has validated a particular block. Juror Users can base their decision on the validation of a minimum threshold of indicative value. The president can also harmonize grades via the "Update Candidate's grades" function. The president should also leave a general message to the User, with the help of the other juror Users (advice, encouragement, explanations).
- Finally, the "Grant certification" and "submit" functions can be used to deliver certification to Users. Once all deliberations have taken place for each User, the president should click on the "Close deliberations" function to end the deliberations.

Other functionalities may be present on the Site.

▼ 3.4 No Guarantee for other functionalities

No functionality is guaranteed by the Company. Moreover, they are not considered as essential characteristics of the Agreement.

No browser is a priori incompatible with the Site. Nevertheless, the User cannot be guaranteed that the Site will always function, and in the most efficient way possible, on any browser, in particular because of possible modifications of the browser made by the owner of the latter.

4. LOG INTO THE SITE

▼ 4.1 Kitt login

To access and use the Site, the Users must connect with his GitHub account, which implies, if they do not have one, that the User creates an account on the GitHub platform by clicking on the link provided for this purpose on the Site. This link is necessary in order for the Trainees to do exercises/challenges hosted on Github.

The User's GitHub login information will then be automatically transferred to the Company for the purpose of ensuring the access to the Site, which the User expressly accepts. User's GitHub login and password, which will be used by User to access the Site, will be strictly personal and confidential and User shall use them in such a way as to preserve their strict confidentiality.

Any use of the Site using the GitHub login and password is deemed to have been made by the User himself.

In the event of use by a third party of the User's login and password, the User must immediately notify the Company by e-mail at the following address:

privacy@lewagon.org.

The User undertakes to use the Site only for private and personal purposes. The User is responsible for the use of the Site and for all actions carried out within the Site with his login and password, except if the use of his account was made after notification to the Company that his login and password were stolen or more generally suffered a hacking.

▼ 4.2 Learn login

In order to access and use the Site, the User will receive a link by email. After clicking on the link, the User will have to connect with their e-mail address, create a password, and enter its first and last name.

The User may need to link their Learn account with their GitHub account, which supposes, if they do not have one, that the User creates an account on the GitHub platform by clicking on the link provided for this purpose on the Site. This link is necessary in order for the Trainees to do exercise/challenges hosting on Github.

The User's GitHub username will then be automatically transferred to the Company for the purpose of ensuring the access to the Site, which the User expressly accepts.

The User's login and password, which will be used by the User to access the Site, will be strictly personal and confidential and the User must use them in such a way as to preserve their strict confidentiality.

Any use of the Site using the User's login and password is deemed to have been made by the User themselves.

In the event of use by a third party of the User's login and password, the Users must immediately notify the Company by e-mail at the following address: privacy@lewagon.org.

The User undertakes to use the Site only for their professional needs, they are responsible for the use of the Site and all actions carried out within the Site with their login and password, except if the use of their account was made after notification to the Company that their login and password were stolen or more generally suffered a hacking. The Employer shall be liable for the User's misuse, where applicable according to article 1242 of the French Civil Code.

▼ 4.3 Assess login

To access and use the Site, the User must first follow the registration process on the Site using his/her email address and a personal password.

The User must then connect his Github account, which implies, if he does not have one, that the User creates an account on the GitHub platform by clicking on the link provided for this purpose on the Site.

To link his Github account, the User must first connect to his Github account in the Safari browser, then configure this account in his terminal. Finally, the User must accept the Github invitation to join Le Wagon.

User's GitHub login and password, which will be used by User to access the Site, will be strictly personal and confidential and User shall use them in such a way as to preserve their strict confidentiality.

Any use of the Site using the GitHub login and password is deemed to have been made by the User himself.

In the event of use by a third party of the User's login and password, the User must immediately notify the Company by e-mail at the following address: [\[privacy@lewagon.org\]](mailto:privacy@lewagon.org)(mail to: privacy@lewagon.org).

The User undertakes to use the Site only for private and personal purposes. The User is responsible for the use of the Site and for all actions carried out within the Site with his login and password, except if the use of his account was made after notification to the Company that his login and password were stolen or more generally suffered a hacking.

5. RIGHT TO ACCESS THE SITE

The Company grants the User who registers with the Site the right to access and use the Site on a personal and private basis, and, when applicable, only for the purpose of the professional training required by their Employer.

6. INFORMATIONS PROVIDED BY THE USER

After logging into the Site, the User is required to complete his Profile with Information concerning them.

Each User warrants to the Company that the Information they provide as part of the Site is accurate, truthful, complete and up-to-date.

The User is solely responsible for the truthfulness and accuracy of such Information.

The User undertakes to regularly update all the Information in order to maintain its accuracy.

The Company shall in no way be held responsible for any errors, omissions or inaccuracies that may be found in the Information provided by the User, nor for any prejudice that may result for other Users or for third parties.

7. INTELLECTUAL PROPERTY

7.1. Intellectual property attached to the Site and its elements

All technical, graphic, textual or other elements constituting the Site and its content (texts, graphics, software, multimedia files, photographs, images, videos, sounds, plans, graphic charter, technology(ies), lines of coding, source codes, names, trademarks, logos, visuals, databases, etc.) as well as the Site itself, are the exclusive property of the Company.

The User acknowledges that no property is transferred to them or, when applicable, to their Employer, and that no right or license is granted to them, other than a right to use the Site in accordance with this Agreement during the term of the Agreement.

Accordingly, unless expressly authorized by the Company, the User agree not to:

- Reproduce, for commercial or non-commercial purposes, the Information on the Site (with the exception of its own Information) and/or the technical, graphic, textual or other elements constituting the Site or its content;
- Reproduce, copy or distribute to third parties, online or offline, in any manner whatsoever, all or part of the Site or its contents, including the Information (with the exception of its own Information), for commercial or non-commercial purposes;
- Use any robot, including a spider, web search or retrieval application, or any other means to retrieve or index all or part of the content of the Site, including reverse engineering.

Any unauthorized use of elements of the Site or its content will result in the withdrawal of the User's access to the Site, will engage the civil and/or criminal liability of their authors and where appropriate, that of their Employer and will be likely to result in legal proceedings against them.

7.2. Intellectual Property attached to the Information provided by the User

7.2.1. In consideration of the use of the Site, the User grants the Company a worldwide, non-exclusive, transferable license, which may be sub-licensed, granting the Company the right to copy, store, process and distribute all Information that the User publishes on the Site. This license is granted as and when the elements concerned are published, for the purposes of the normal and interactive operation of the Site, the provision and, where applicable, the promotion of WAGON's Trainings.

All rights not granted by the User under the Agreement shall remain their property.

7.2.2. The User guarantees that they have the necessary intellectual property rights to publish the Information on the Site.

The User also guarantees that the Information he/she publishes on the Site does not contain anything that is contrary to the rights of third parties and to the laws in force, and in particular to the provisions relating to defamation, insult, privacy, image rights, offence to public decency or counterfeiting.

The User is aware that the Information he/she publishes will be treated as non-confidential information and therefore potentially accessible to other users for the purposes of the operation of the Wagon community.

The User and, when applicable, the Employer, thus guarantee the Company against any possible recourse from a third party concerning the publication of the said Information on the Site.

7.3. Link from the Site

The Site may contain hyperlinks to third-party sites.

If this is the case, the Company has no control over the sites to which these links refer and declines all responsibility for access, content or use of these sites, as well as for any damage that may result from consulting the information on these sites.

As soon as the User is redirected to a third party site, the terms of use of the site apply in place of these Terms of Use, which cease to apply.

The decision to click on these links is the full and complete responsibility of the User.

If the User accesses, through the Site, a third-party site that is illicit or harmful in any way whatsoever, he or she shall immediately notify the Company so that it can remove the link to the offending site without delay.

7.4. Link to the Site

Any link to the Site must be subject to prior authorization.

The Company reserves the right to terminate an authorization at any time if it considers that the link established to the Site is likely to harm its interests.

8. ASSIGNMENT OF RIGHT ON THE USER'S IMAGE

▼ 8.1. Assignment of right on the User's image on Kitt

8.1.1 As part of their Training at Le WAGON and the use of the Site, the User (i) voluntarily submits a profile photo so that the Company can provide Services such as the display of a photo linked to the User's Profile and (ii) is likely to be filmed, for example, when presenting his or her project. The photographs and films thus taken may be published on the Site and are subject to the consent of the persons represented.

The User therefore authorizes the transfer of these image rights under the conditions set out below in 7.2, unless he expressly declines. In this case, the refusal will be valid only for the future and not for the contents already published.

8.1.2 The User expressly authorizes the Company to proceed with the audiovisual and/or photographic recording of his/her image, including in particular his/her still or moving image, voice, name and surname (hereinafter referred to as “the Image”).

The present authorization includes the concession, on an exclusive basis and free of charge, of the rights of reproduction, communication to the public and adaptation attached to his Image, for purposes of internal or external communication, public relations and archives (excluding any commercial or advertising exploitation of his Image), in particular on the following supports and means of distribution:

- By broadcasting, regardless of the methods used (terrestrial, cable, satellite, fiber optic, digital terrestrial, pay or free television, etc.), broadcasting on the internet (in particular on the Site, and more generally on websites and mobile applications dedicated to Le WAGON, on pages dedicated to Le WAGON on social networks, on platforms for making videos available, etc.), regardless of the methods of broadcasting and accessing the videos and photographs including the User’s Image (simulcasting, replay, subscription in a package or payment to the WAGON), in the form of videos, photographs, etc.), regardless of the methods of broadcasting and accessing the videos and photographs including the User’s Image (simulcasting, replay, subscription in a package or payment per unit, etc.);
- On paper media (press, books, magazines, posters, brochures, flyers, invitations, catalogs, etc.), digital media (CD, CD Rom, DVD, DVD Rom, hard drive, memory card, flash memory, RAM memory, USB key, digital file in any format, etc.) online or offline.

This authorization includes the right for the Company to make any modification, addition, deletion, cropping, dubbing, etc. to the initial fixation of the User’s Image that it deems useful and to accompany it with any caption, commentary and/or illustration, provided that this does not infringe on the personality attributes of the User concerned.

The authorization thus granted is valid for the entire world, for the entire duration of the rights of access to the Site as of the date of the first connection to the Site validating acceptance of the present Terms of Use by the User, without limitation as to the number of reproductions, communications to the public and adaptations made.

The Company may grant to any third party, if necessary by way of license or assignment, all the authorizations it deems necessary for the exploitation of the rights granted herein.

8.1.3 This article 8.1 does not apply to B-to-B Training. However, such Users may voluntarily submit a profile picture. In this case, the Company will be authorized to keep and display said profile photo on the Site until the User's unsubscription to the Site or the deletion of the profile photo by the User. Should the Employer not want this article 8 to apply, it shall be responsible for preventing the User not to submit or upload said picture or image.

▼ **8.2. Assignment of right on the User's image on Learn**

In the context of their Training at LE WAGON and the use of the Site, the Users voluntarily transmit a profile photo so that the Company can provide Services such as the display of a photo linked to the Users' Profiles.

The User thus authorises the assignment of their right on their image under the conditions for storage and display of the profile photo on the Site until the unsubscription of the User on the Site or the removal of the profile photo by the User.

This article 8.2 does not apply to B-to-B Training. However, such Users may voluntarily submit a profile picture. In this case, the Company will be authorized to keep and display said profile photo on the Site until the User's unsubscription to the Site or the deletion of the profile photo by the User. Should the Employer not want this article 8 to apply, it shall be responsible for preventing the User not to submit or upload said picture or image.

▼ **8.3. Assignment of right on the User's image on Assess (No)**

The Site "Assess" does not include a function enabling the User to add an image. Consequently, no transfer of the User's image rights is necessary at this time.

9. USE OF INSTANT MESSAGING SYSTEM

Within the framework of the Site, the User is likely to communicate with the other Users via the instant messaging system "Slack".

The User is solely responsible for the Information they publish there and must respect the obligations set out in Article 11 below. Pursuant to article 1242 of the French Civil

Code, the User and, when applicable, the Employer may also be held liable for the Information they publish.

The Company may only be held responsible for Information published on this instant messaging system under the conditions set out in Article 12.1 below.

10. USER'S PERSONAL DATA PROTECTION

The processing of the User's personal data carried out within the framework of the Site is described herein.

The User is aware that the Information they post or share on the Site will be accessible to a network of students, alumni, teachers and LE WAGON staff. Therefore, the Information that the User voluntarily fills out on their Profile, including contact information, will be accessible to this network worldwide. If the User no longer wishes to share certain data, it is the User's responsibility to delete this data by editing their Profile. For B-to-B Training, this Information is only available to the staff members dedicated to the training and to the other participants of the training, no access to the network is granted to the Trainee in B-to-B Training.

Pursuant to the French Law No. 2016-1321 for a Digital Republic dated October 7, 2016 (<https://www.legifrance.gouv.fr/jorf/id/JORFTEXT000033202746/>), the User may provide for specific directives that will apply to all or part of the personal data processed in connection with the use of the Site. These directives make it possible to define how the personal data concerned will be processed following the User's death. The Company will respond to the User's heirs with respect to any requests relating to such special instructions.

11. USER'S OBLIGATIONS

The User undertakes to:

- Guarantee the accuracy, integrity and legality of the Information;
- Guarantee its proper use of the Site, in particular to keep a personal and private use of the Site;
- Refrain from entering malicious, denigrating, obscene, defamatory, deliberately misleading, illicit and/or immoral Information;
- To respect the rights of third parties, and in particular the right of each person to privacy, image and other personal rights, as well as intellectual property rights

(copyright, neighbouring rights, database rights, trademark rights, patent rights, designs or models, trade secrets, etc.);

- Not to usurp the quality, attribute or logging of another User or third party in such a way as to mislead or create confusion as to his identity, the origin of messages or other content that he broadcasts or transmits within the Site;
- Not to alter or disrupt the integrity of the Site and/or the data contained therein;
- Not to carry out any extraction of data from the Site;
- Not to attempt to gain unauthorized access to the Site or its associated systems or networks or to intercept any data;
- Use the Site in compliance with applicable national and/or international laws and regulations.

In case of breach of any of these obligations, the Company reserves the right to temporarily or permanently suspend the User's account and/or terminate this Agreement. When applicable, the Company shall not be held liable by the Employer for such a suspension or termination.

The Company values communication between the Parties, therefore it will first attempt to notify the User that he/she has breached his/her obligations under the Agreement and will propose corrective actions to the extent possible. In the event that the User's breaches are of such a serious nature that the Company considers them to be serious, the Company reserves the right to terminate all access to the Site without delay and without prior notice, without prejudice to any action that may be brought against the User in the event of damages, in accordance with the terms and conditions described in Article 14.

In the event that the right to use the Site is no longer granted to the User as a result of a breach, the User is required to destroy any downloaded or printed Information as well as any possible copies.

12. COMPANY'S LIABILITY

12.1. Regarding information provided by the User on the Site

The Company is not in a position to control the content of the Information put online by Users on the Site.

In its capacity as host of the Information put online by the User through the Site, the Company is subject to the reduced liability regime provided for in Articles 6.I.2 and following of Law No. 2004-575 of June 21, 2004 for Confidence in the Digital Economy.

In this context, the Company may remove any obviously illegal content notified to it by a third party, under the conditions provided for by law.

12.2. In case of breach in its obligations

The Company shall only be liable for direct damages suffered by the User, which are proven to be the result of the Company's failure to perform its obligations, including the legal guarantee of conformity to which the Company is bound under french Law by virtue of Ordinance No. 2021-1247 of September 29, 2021 towards the Trainees.

The Company's liability, in the event that it is recognized by a court decision, may not exceed the total amount of one thousand (1,000.00€) euros.

On the other hand, the Company cannot, within the limits of the applicable law, be held responsible for:

Damage resulting from the User, difficulties inherent in the operation of the Internet network and more generally telecommunications networks, whatever their nature, the fact of a third party or a case of force majeure;

Indirect damages resulting from the use of the Site, which are defined in a non-limitative way as operating losses (turnover, income or profits), loss of opportunities, loss of data, damage to image or reputation, commercial or economic loss.

13. DISRUPTION OF THE SITE FOR MAINTENANCE OR IMPROVEMENT

The Company undertakes to make every effort to ensure the proper functioning of the Site and its accessibility by the User. However, the Company is only bound by an obligation of means concerning the continuity of access to the Site.

The Company does not guarantee the continuity or performance of the Site.

The Company reserves the right to suspend, without notice, access to the Site, temporarily or permanently.

The Company may interrupt access to the Site for reasons including maintenance, updating and in case of emergency. In particular, the Company reserves the right to

interrupt access to the Site to respond to any security incident, threats or vulnerabilities in order to ensure the security of Users' Information.

The temporary or permanent interruption of the Site will not engage the responsibility of the Company and will not give right to any compensation to the User.

Consequently, the Company cannot be held responsible for the loss of money or reputation, nor for special, indirect or consequential damages resulting from the interruption of the Site.

Similarly, the Company cannot be held responsible for any damage to hardware, software or data (e.g. viral contamination) suffered by the User or, when applicable, the Employer as a result of using the Site.

To avoid as much as possible any inconvenience, the User and, when applicable, the Employer must make sure that he/she regularly backs up his/her data.

The User acknowledges that he/she uses the Site as provided, at his/her own risk and with full knowledge of the facts.

14. TERMINATION OF THE AGREEMENT

14.1 In the event of termination of the Agreement by the User or the Employer

A Trainee who is a consumer, with prior agreement of the Employer if necessary, or the Employer may terminate their Training Agreement, which will automatically result in the termination of the Agreement. This termination will result in the Trainee's deregistration from the Site as of the date of the termination of the Training Agreement.

Other Users also benefit from a contract between them and the Company or a Training Organisation (i.e.: employment contract, etc.). The termination of such a contract will automatically result in the termination of the Agreement. This termination will result in the User's deregistration from the Site as of the date of the termination of the contract signed between them and the Company or Training Organisation.

The User or the Employer may also, at any time, request a termination of the Agreement at the following address: contact@lewagon.org by expressly stating this wish. Such termination will result in the User's deregistration from the Site and therefore the impossibility for the User to access the Site, in which case the Company and the Training Organisation will not be held responsible for this consequence. This method of termination will result in the User's deregistration from the Site within a maximum of ten

(10) days from the date of receipt of the termination request, unless the User or the Employer has provided for a later date of application.

14.2. In case of a breach by the User of its obligations

The Company reserves the right to terminate the Agreement (and thus access to the Site) automatically and without prior notice or formality, in the event that the User fails to fulfil his/her obligations as set out herein, those resulting from the Training Agreement (or employment contract, if applicable) concluded between them, their Employer if relevant and the Training Organisation, or any applicable legal provision.

Termination of the Agreement will, in this case, result in the immediate de-registration of the User to the Site.

The User will be informed of the said termination by e-mail, to the address he/she provided at the time of registration.

This termination will be independent of any damages that the Company or Training Organisation may claim as compensation for any prejudice suffered as a result of the User's alleged breaches.

The Company reserves the right to refuse the User the creation of a new account within the Site.

15. DURATION OF THE AGREEMENT

The Agreement shall remain in force so long as the User uses the Site in accordance with the provisions set forth in the Training Agreement signed between the User and a Training Organisation or between the Employer and a Training Organisation.

16. MISCELLANEOUS

16.1. Independence of the Parties

The Parties acknowledge and agree that under no circumstances may one of them make any commitment in the name of and/or on behalf of the other.

Furthermore, each of the Parties remains solely responsible for its own acts, allegations, commitments and services.

The Parties acknowledge and agree that they are acting independently of each other and that this Agreement shall in no way be deemed to establish between them a de

facto partnership, a joint venture or any other situation entailing any reciprocal representation or solidarity with respect to their respective creditors.

This clause does not apply to the User in an employment relationship with a company in the Le WAGON group, as long as they are acting within the framework of this employment contract.

16.2. Severability

If any of the provisions of the Terms of Use should be declared null and void or inapplicable, in view of a rule of law in force or a judicial decision that has become final, it shall be deemed unwritten.

The other stipulations of the present Terms of Use shall remain in force, retaining all their force and scope insofar as possible, and the Parties undertake, where necessary, to come together to replace the invalid clause with a valid clause, as close as possible in spirit to the one it is intended to replace.

16.3. Non-waiver

The failure of either Party to enforce any of the provisions of the Agreement or to accept its non-fulfillment, whether permanently or temporarily, shall not be construed as a waiver by such Party of its rights hereunder, shall not affect the validity of all or any part hereof, and shall not prejudice the rights of such Party to act accordingly.

16.4. Applicable Law, Jurisdiction

The validity, interpretation, performance or termination of the Agreement and any consequences thereof shall be governed by and construed in accordance with **French law**.

The resolution of any dispute or difference relating to the validity, interpretation, performance or termination of the Agreement and any consequences thereof shall be subject, to the extent permitted by law, to the exclusive jurisdiction of the courts of the **Paris Court of Appeal**, even in the event of summary proceedings, incidental claims, third-party claims or multiple defendants.

Privacy Policy

This privacy policy ("**Privacy Policy**") is incorporated by reference into Le Wagon's terms of service. The terms "**Le Wagon**," "**we**," and "**us**" include La Loco, a French

limited liability company, and any parent, subsidiary, or affiliate.

▼ GENERAL INFORMATION

Purpose of this privacy policy

This Privacy Policy explains how Le Wagon may collect and use personal data (hereinafter the “**Personal Information**”) that we obtain through your use of Le Wagon website accessible at kitt.lewagon.com, learn.lewagon.com or assess.lewagon.com (each a “**Platform**”) or any other mean of collect. Le Wagon’s instructional products that are delivered through a variety of modalities, both in-person and online; and courses, workshops, and events, including the learning Platform or any accompanying services you are eligible to receive such as participation in Le Wagon’s outcomes and social impact programs and support services are hereafter designated as the “**Services**”. This Privacy Policy also provides you with notice about how and why your Personal Information will be used and the rights you have to access and control the use of your Personal Information.

Application of the privacy policy

By engaging with the Platform and Services, you acknowledge that you have read and understood this Privacy Policy.

For users based in the EU and the UK, we are required to describe our role and our responsibility for Personal Information.

- If you access and use the Platform and/or the Services in your individual capacity, we are the “****data controller****” under EU privacy law.
- If you access and use the Platform or any of the other Services in connection with an agreement entered into between your former, current, or prospective employer (referred to herein as “**Company**”) and Le Wagon, and in accordance with that training agreement, ****your Company remains the data controller**** for certain Personal Information you may be required to disclose in connection with your use of the Platform or other Services, the terms of that training agreement shall apply with respect to the processing of the Personal Information set forth therein. In these instances, ****we act as a “data processor”**** under EU privacy law, meaning that we process your Personal Information to provide a service to

your Company and do so at their direction. If you have any questions about specific privacy practices in connection with your use of the Platform or other Services through your Company, please contact your Company.

- If you access and use the Platform or other Services in connection with a Training Agreement entered into between your Company and Le Wagon, or any parent, subsidiary, or affiliate thereof, and in accordance with that agreement, your Company is not designated as the data controller with respect to any of your Personal Information, ****we will be the data controller****.

By using the Platform or the Services, you are authorizing us to gather and retain data related to the provision of the Platform and Services in accordance with our Terms of Service or Training Agreement. Those Terms of Service or Training Agreement require you (for non-EU residents) to agree that any dispute over privacy or the terms contained in this Privacy Policy will be governed by the law of France and the adjudication of any disputes arising in connection with Le Wagon or the Platform or Service will be in accordance with the Terms of Service or the Training Agreement, as applicable.

Our Platforms and the Services are not intended for nor directed toward individuals under the age of 18, and we do not knowingly collect personal information from individuals under 18 years of age. If you believe that your child under the age of 18 may have provided us with Personal Information without your consent, you may alert us at privacy@lewagon.org. If we learn that we have inadvertently collected any Personal Information from individuals under 18, we will promptly take steps to delete such information and terminate said individual's account.

De-identified data

We may collect, use, and share de-identified data such as statistical or demographic data for various purposes. We may use this type of data to analyze trends with respect to skills, jobs, employment, and the workforce generally; to administer, analyze, and improve the content and functionality of the Platform and Services; for marketing; and to gather demographic information about our user base as a whole.

If we combine or connect de-identified data with your Personal Information in such a way that it can directly or indirectly identify you, we treat the combined data as

Personal Information and only use it in accordance with the terms of this Privacy Policy.

We reserve the right to use de-identified data for any purpose, including, but not limited to, those set forth above. We may also disclose such data to our clients, partners or third-party service providers, except as otherwise provided in this Privacy Policy.

Failure to provide required personal information

Where we are required to collect certain Personal Information by law or under the terms of a contract with you or your Company, and you fail to provide that data when requested, we may not be able to perform under the respective contract and may not be able to provide access to or use of the Services. In the situation where we have already entered into a contract with you, we may be required to cancel the provision of the Services, but we will notify you in advance of such cancellation if this is the case.

How Le Wagon collects your information

We collect information from you directly, from the devices you use to interact with us, and from third parties. We may combine information from the site, Platform, and Services together and with our business records. We may use and share information that we de-identify at our discretion.

Direct Interaction

We collect your Personal Information when you:

- Create an account on the Platform or register to use the Services;
- Register or apply for a Course, Class, Workshop, or any other Services on the Site, through any of the Services or via a third-party website;
- Participate in our surveys, promotions, and competitions;
- Interact with us on various social media channels such as Facebook, Twitter, LinkedIn, etc.;
- Post information to the Platform or Services that includes Personal Information, for example, by posting in a chat room or on your profile's description;

- Communicate with us, for example, by submitting queries regarding the Platform or the Services, interacting with our customer support, marketing, or sales teams, or requesting additional information from us, including newsletters or other marketing materials; and
- Submit information to inquire about or apply for a job with us.

Automated Technologies or Interactions

As you interact with our Platform and/or Services, we also collect technical data such as usage statistics about your equipment, browsing actions, and patterns. We collect this information by using cookies, server logs, and other similar technology. See below for more information on our use of cookies.

HOW TO OPT OUT OF FUTURE COMMUNICATIONS

If you do not want us to contact you with marketing communications or other information regarding our products and services (or if you agreed to be contacted for such purposes at the point Personal Information was collected by us but you no longer wish to be contacted or have your information used in such way), you can let us know by following the unsubscribe instructions on any communications sent to you. You can also unsubscribe at any time by contacting us at privacy@lewagon.com.

Please note that if you have registered an account on the Platform or are registered for a Course, opting out of receiving marketing messages will not apply to Personal Information provided to us as a result of signing up to use our Platform or signing the Training Agreement, and we reserve the right to send you certain communications relating to your account, your registration, and your use of the Platform, such as messages relating to account management, customer service, and system maintenance. Please note that opting out of receiving marketing messages will not apply to the sending of an outcome form, in order to get information about your employment status after the training, because answering to such a form is one of your obligations from your training agreement. These transactional messages will thus be unaffected if you choose to opt out of marketing communications.

HOW LE WAGON MAY SHARE YOUR INFORMATION

To vendors and Third-Party Service Providers:

We may share any information we receive, including your Personal Information, with vendors or service providers, including Instructors, retained in connection with the provision of the Platform or Services. This includes, but is not limited to, those providing website and data hosting services (e.g. Amazon Web Services), distributing communications and supporting or updating marketing lists (e.g., Sailthru and Salesforce), ; and providing IT support services from time to time. These organizations (which may include third-party suppliers, agents, subcontractors, and/or other affiliates) will only use your information to the extent necessary to perform their support functions. In addition, where necessary, we have entered into Data Processing Agreements or service provider agreements with these third-party service providers, which require the service providers to both keep that information confidential and not use it for any purpose except to the extent necessary to perform their support functions.

Employer and Partnership Agreements: If you access and use the Platform or any of the other Services in connection with an Employer Agreement (meaning a training agreement signed with an Employer, you and us) or other agreement between Le Wagon and a third-party with whom we partner to provide you the Services, we may share your Personal Information with the Company or our partner in accordance with the terms of that Enterprise Agreement or partnership agreement, as applicable. The use of your Personal Information by such organizations will be governed by their privacy policies.

Outcomes Partners: If you sign-up to participate in our Outcomes program, we may share your Personal Information with our third-party hiring partners for purposes of highlighting your profile for a particular role at the hiring partner. These organizations will use your Personal Information for purposes of determining your eligibility or suitability for available roles. The use of information by such organizations will be governed by their privacy policies.

Staff: Some information is accessible to Le Wagon's employees for the purpose of monitoring the training or any other purpose, as described below, where an employee shall have access to the information.

Events and Partnerships: From time to time, we may partner with other organizations to run events. If you register for an event on our Site and we indicate on our Site that the event is in partnership with or sponsored by another organization, in circumstances where either you agreed to be contacted by

marketing communications at the time we collected your information or where we are otherwise permitted by local law to contact you for marketing purposes, your email address may be available to that organization and you may receive emails from them after the event. Please refer to that organization's privacy policy for information on how to opt out of their communications should you receive an email from them but no longer wish to be contacted by them.

Displaying to Other Users: Some content that you post on the Platform or Services may be displayed publicly. Other users of the PlatformSite or Services may be able to see some information about you, such as information contained in comments posted in a chat room or posted on your profile. You should exercise caution when using the chat room We discourage the posting of sensitive information on your profile or Personal Information in messages onto the Platform and/or in relation with the Services, and we are not responsible for the use of any Personal Information by third parties that you publicly post on the Platform or in relation with the Services. If you participate in a course, class, workshop, or event that is recorded and you appear in the recording, your image may be visible to other participants of that course, class, workshop, or event.

As Required by Law and Similar Disclosures: We may access, preserve, and disclose your Personal Information, other account information, usage information and device identifier (including IP address), and content if we believe doing so is required or appropriate to comply with law enforcement requests and legal processes, such as a court order, warrant or subpoena; respond to your requests; enforce our policies related to our Platform or Services, or other applicable policies; or protect yours, ours, or others' rights, property, or safety. Unless prohibited by law or court order, or unless we determine in our sole discretion that notification is inappropriate under the circumstances, we will take all reasonable steps to notify all affected users of a legal request for information or intended disclosure prior to disclosure.

Merger, Sale, or Other Asset Transfers: If we are involved in a merger, acquisition, financing due diligence, reorganization, bankruptcy, receivership, sale of company assets, or transition of service to another provider, your information, including Personal Information, may be sold or transferred as part of such a transaction as one of the transferred assets as permitted by law and/or contract. We cannot control how such entities may use or disclose such information.

With Your Consent: We may also disclose your information, including your Personal Information, where you have specifically provided your consent for the disclosure. You may withdraw consent to disclosures where you have previously given specific consent by emailing us at privacy@lewagon.com.

SECURITY OF YOUR INFORMATION

We have implemented physical, technical, and administrative measures designed to secure your Personal Information from accidental loss and unauthorized access, use, alteration, and disclosure. In addition, we limit access to your Personal Information to only those employees, agents, contractors, and other third parties who need to have access to such information for the operation of our business, including the operation of the Platform and Services. They will only process your Personal Information on our instructions, and they are subject to a duty of confidentiality.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Platform or the Services, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas (profile, chat room, messaging service) of the Platform or the Services like message boards. The information you share in public areas (profile, chat room, messaging service) may be viewed by any user of the Platform or the Services.

Unfortunately, no electronic data transmission or storage of information can be guaranteed to be completely secure or error-free. We cannot warrant or guarantee the security of any Personal Information transmitted to our Platform or Services. Any transmission of Personal Information is at your own risk.

EXTERNAL LINKS

The Platform or Services may, from time to time, contain links to external websites. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We have no control over these third parties, and we are not responsible for the content of such websites or the privacy policies or practices of such third parties. You should carefully review the privacy policy of any such third-party website that you visit.

TRANSFERS OF PERSONAL INFORMATION TO THE EUROPEAN UNION

The Platform is operated in the European Union. If you are located outside of the European Union, please be aware that the information we collect about you, including Personal Information, will be transferred to and processed and stored in one or several of the European Union's countries.

YOUR LEGAL RIGHTS

Individuals from different countries or jurisdictions may have different rights. We reserve the ability to limit our response to your request to exercise your rights based on the law that is applicable to you. These rights include your ability:

- To request more information about how we process your Personal Information.
- To be provided with a copy of your Personal Information held by us.
- To request that we correct any of your Personal Information held by us.
- To request that we restrict the processing of your Personal Information (while we verify or investigate your concerns with this information, for example).
- To object to any further processing of your Personal Information, including the right to object to marketing.
- To request that the Personal Information you have provided be transferred to a third party.
- To withdraw consent, without detriment, where the basis of the processing of your Personal Information is based on consent.
- To request that we delete any of your Personal Information held by us unless a legal exception applies.

To exercise your rights, please submit your verifiable request at privacy@lewagon.org.

You will not have to pay a fee to access your Personal Information (or exercise any other rights). We may, however, charge a fee if we believe your request is excessive, unfounded, or repetitive. Alternatively, we may refuse to comply with your request in these circumstances.

In response to any of the requests outlined above, we may need to request specific information from you to enable us to confirm your identity and to ensure you have the right to access your Personal Information (or to exercise any of your other rights). This is a security measure to ensure that your Personal Information is not disclosed to any person who does not have the right to receive it. We may also contact you to ask you for further information in relation to your request in order to speed up our response time.

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

If your request or concern is not satisfactorily resolved by us, and you are located in the EU or UK, you may approach your local data protection authority (see http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.html) who can provide further information about your rights and our obligations in relation to your Personal Information, as well as deal with any complaints that you have about our processing of your Personal Information.

UPDATE YOUR INFORMATION OR POSE A QUESTION OR SUGGESTION

It is important that the Personal Information we hold about you is accurate and up to date. Please keep us informed if your Personal Information changes during your relationship with us. You can update, correct, or delete any information you have provided to us through your use of the Platform or Services directly on the Platform or by sending an email to privacy@lewagon.com.

If you have questions about unsubscribing from email or other communications, you may send an email to privacy@lewagon.com

Please share any suggestions you may have for improving this Privacy Policy by sending an email to privacy@lewagon.com.

CHANGES TO OUR PRIVACY POLICY & PRACTICES

From time to time, we may revise or update our Privacy Policy. We will notify you of any changes by posting updates to the Privacy Policy on this web page. The date the Privacy Policy was last revised is identified at the top of the page.

- **CHANGE OF PURPOSE**

We will only use your Personal Information for the purposes for which we collected it unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you would like an explanation as to how the new purpose is compatible with the original purpose, please contact us at privacy@lewagon.com. If we need to use your Personal Information for an unrelated purpose, we will notify you and will explain the legal basis which allows us to do this.

CONTACT INFORMATION

If you have any further questions about this Privacy Policy or our privacy practices, please contact us at the information below:

DPO

Le Wagon

16 Villa Gaudalet

75010 Paris

Email address: privacy@lewagon.com

▼ PERSONAL DATA COLLECTED ON KITT

COOKIES

When you visit the Platform or use the Services, we may use cookies, server logs, and other similar technology to enable the good functioning of the Platform. Only technical cookies are collected for such purposes.

Cookies are small text files that include a unique reference code placed on a visitor's device to store their preferences and sometimes track information. The cookies are used to remember you when you return to our Platform. Some cookies are necessary to enable you to move around the Platform and use the Services, such as accessing the secure areas of the Platform, and they enable us to provide you with the Services you have requested.

The data will be communicated to the following recipients only: the engineering team, growth and marketing team.

The data will be kept for a period of thirty (30) days.

The legal basis for the processing is the legitimate interest of ensuring the functioning of the Platform in order to provide the Services to you.

“Do Not Track” Signals. Some web browsers may transmit "do not track" signals to the websites and other online services with which the browser communicates. There is currently no standard that governs what, if anything, websites should do when they receive these signals. Therefore, our Platform, like many others, may not respond to “do not track” signals.

Disabling Cookies

Since we only collect technical cookies, it is not possible to disable those cookies, otherwise the Platform would not work.

CATEGORIES OF DATA PROCESSED, LEGAL BASIS, PURPOSES, AND CONSERVATION

We have set forth below the ways in which we may use your Personal Information, along with our lawful bases for each use. We may use your consent as our lawful basis of processing, and if we do, we will ask you for it at the time we collect your Personal Information.

Please note that we may process your Personal Information for more than one lawful ground depending on the specific purpose for which we are using your Personal Information. Please contact us if you need more information about the specific legal ground on which we are relying to process your Personal Information:

▼ IF YOU ARE A TRAINEE

Type of Personal Information	Purpose	Legal Basis	Time of conservation
Last name, first name, photography	Identify you in the network of alumni Identify you on the Platform Photography is used to create an organization chart with photos for teachers, managers, etc.	Contract Legitimate interest Legal obligation	The last and first name shall be kept for 5 years from the day where the access to the Platform has been blocked, according to the Training Agreement. The photography shall be kept until deletion of your account or deletion of

			your photography on the Platform.
Date and place of birth	For the certification awarded by Le Wagon at the end of the course Date of birth to wish students a happy birthday	Legal obligation Legitimate interest	50 years (Instruction Culture DAF DPACI/RES/2005/003 du 22 février 2005 relative au tri et à la conservation des archives reçues et produites par les services et établissements concourant à l'éducation nationale, chap. 2.1.2.1) Duration determined on the basis of a parallel between public and private training organizations.
Last name, first name, telephone number, e-mail address, address	- Check payment - Contact the student for a payment reminder Carry out a procedure Manage access to courses and content (blocked in the event of non-payment) - Also required for certification: generate convocations, block validation certificates and certification documents.	Legal obligation (Article L213-1 of the French Consumer Code)	10 years from performance of service (Article D213-2 of the French Consumer Code)
Candidate nicknames on Github	For certification: required to create repositories and	Legitimate interest	Certification retention time

	invite them as collaborators		
Bank account details	Reimbursement to the student if he/she has received assistance or has decided to leave Le Wagon.	Legal obligation (art. L. 102 B, Livre des Procédures Fiscales, CGI)	6 years from date of payment (art. L. 102 B, Livre des Procédures Fiscales, CGI)
Country	Allow the network to identify what batch you were in	Legitimate interest	Until the day where the access to the Platform has been blocked, according to the Training Agreement
Number of your batch	Allow the network to identify what batch you were in	Legitimate interest	Until the day where the access to the Platform has been blocked, according to the Training Agreement
Description of your profile	Allow you to add a description of yourself on your profile	Legitimate interest	On the day where the access to the Platform has been blocked, according to the Training Agreement or if you delete it
Ranking during your batch	Make sure Le Wagon staff knows which trainee has difficulty in order to help him	Legitimate interest	Until the end of the training
Slack username	Allow the access to internal service of messaging Automatically contacts students via the interface	Legitimate interest	Until the end of the access, potentially unlimited duration
Instagram, twitter,	Contact the person or allow the contact to alumni	Legitimate interest	Until the closing of the user account on kitt or deletion of the information

facebook's contact			
login Github	Give access to the internal Platform Allows students to post their code online, and thus display on Kitt whether or not they have completed their exercises.	Contract	1 year from the closing of the account
Attendance, exercise results	To provide financing organisations (Pôle emploi, companies, regional public organizations) with attendance justifications. Check your progression, check that you do not need to do the exercise again, check your motivation	Legitimate interest Legal obligation (requirement of OPCO)	Attendance shall be kept for 3 years from the end of the year following the last payment or 10 years from the same moment if the training is co-financed by the Fond Social Européen Exercise results shall be kept for an unlimited duration (in order to transfer the information to a potential recruiter who would call Le Wagon for more information on a former trainee)
Handicap situation (yes or no) and detail on the handicap	Adapt classes to the handicap situation.	Legitimate interest to respect the Qualiopi's certification	Until the end of the training

▼ IF YOU ARE AN ALUMNI

Type of Personal Information	Purpose	Legal Basis	Time of conservation
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Last name, first name, photography	Identify you in the network of alumni Allow us to contact you for information about an event organised by us. The photography is used to create an organisation chart with photos for teachers, managers, etc.	Legitimate interest	5 years from the date on which access to the Platform was blocked, in accordance with the training agreement/contract.
Country	Allow the network to identify what batch you were in	Legitimate interest	Until the day where the access to the Platform has been blocked, according to the Training Agreement
Number of your batch	Allow the network to identify what batch you were in Allow us to contact you for information about an event organised by us	Legitimate interest	Until the day where the access to the Platform has been blocked, according to the Training Agreement
Description of your profile	Allow you to add a description of yourself on your profile	Legitimate interest	On the day where the access to the Platform has been blocked, according to the Training Agreement or if you delete it
Outcome form : Higher degree prior to Le Wagon, if you had a paid job before Le Wagon, the former annual salary and its currency, what you did	Statistics Creation of an anonymous marketing document, called Job Report, which explains what former students	Legitimate interest	3 years after completing the form in order to be sure we have been able to redact the Job Report (anonymised document on the job

after Le Wagon, when you started looking for a job after the bootcamp, when you received your first job offer, when you accepted your first job offer, your first day of work, the location of the first place you worked for, number of offers received before accepting your first job after Le Wagon, the type of job accepted, the number of hours worked, the duration of the first contract, the name of the company for which you worked, function occupied, role paid or not, the salary for this job and its currency, the current salary if it has evolved, the size of the company you first worked for, the name of the person who recruited you, if you took a new role inside your company, the kind of studies pursued, description of the studies, the name of the company which you started, the industry of the company, if you registered or started the procedure to

became after Le Wagon. Retention to contact those who gave the course a low mark, to get more feedback and improve the course. Retention to contact those who gave the training a low mark, so as to get more feedback on the training and be able to improve it. Find promoters to use as good profiles.

information after the training)

legally incorporate the company, when you started looking for freelance missions, when you accepted your first payed freelance mission, field, length of cumulated hours in freelance since you left Le Wagon, allowed to work in France or not when you started Le Wagon, location of the first mission in freelance			
Last name, first name of the persons who did or did not answer the Outcomes Form	To be able to know which person we should contact again or not	Contract	For persons who answered , the Personal Information shall be kept until they answer or after more than a year after their training For persons who did not answer , the Personal Information shall be kept for an unlimited duration in order not to contact them again on this topic.
Personal content that can be given inside the Wagon training reviews on Google, Course report, Careerkarma, etc. first name, last name, professional background.	Keep the reviews about the training, which cannot be separated from the personal datas given by the former students, in order to show feedback on the training.	Legitimate interest	Unlimited access (since accessible for an unlimited period on the internet)

Motivation letter , portfolio, personal information on a case by case basis (according to what you tell us : matrimonial situation, city of residence, etc.)	Coaching in order to help you find a job : review of CV, motivation letter, portfolio	Legitimate interest	- very good CVs : 2 years (to show to future students who need coaching) - last name, first name, batch number : 5 years (to know with whom you did a one- on-one) - others : until the person is hired
Profession	Keep the information about a former student to provide an alumni network, with the possibility for other alumni to check an alumni profile	Contract	Until your access to the Platform is blocked according to the Training Agreement
Email, phone number, LinkedIn, Instagram, Slack, Github	Contact the person for events, to pass on a new student's CV, mentoring system (alumni helping new students), contact with companies where they work, ask for a post about them to advertise at the Wagon, offer coaching on job applications, inform alumni of promotions and particularly important news, offer sports courses and	Legitimate interest	The e-mail is kept for 5 years from the date on which access to the Platform was blocked, in accordance with the training agreement/contract. The other information is kept until your access to the Platform is blocked in accordance with the training agreement/contract, i.e. until the death of the student.

	create sports teams.		
Newsletter application form: first name, surname, batch number, job wanted, if you're actively looking for a job.	Allow a candidate to demand to be in the newsletter	Legitimate interest	18 months
Information on the newsletter : your description, your batch number, your professional background, your accomplishment, your experience in companies, your diplomas, spoken languages, your hobbies, your LinkedIn link, your portfolio link, your Github link, your professional e-mail	This information is used to present your profile by mail to a list of five hundred contacts in order for you to receive a job offer. Statistics	Legitimate interest	1,5 years because it is the average time for us to determine the rate of answers of hiring partners and link it to the outcomes form for statistics.
The company you work or worked for	Allow the students and other alumni to contact you in order to be hired in this company. Statistics on the number of persons working for a company.	Contract Legitimate interest	Until your access to the Platform is blocked according to the Training Agreement or deletion by you

▼ IF YOU ARE A FREELANCE WORKING FOR LE WAGON

Type of data	Purpose	Legal Basis	Time of conservation
First name, last name, passport, ID card	Monitoring, administration and	Contract Legal Obligation	The first and last name shall be kept for 5 years after your

	management of the freelancers		access to the Platform was blocked The passport or ID Card shall be kept for 5 years after the end of your contract with us
Place of execution of services, personal address	Monitoring, administration and management of the freelancers	Contract Legal Obligation	5 years after the end of your contract with us
Personal and professional e-mail	Monitoring, administration and management of the freelancers	Contract Legal Obligation	Professional: 5 years after the end of your contract with us Personal: 5 years from the end of the employee's contract as a platform user
Login GitHub	Management of the access rights to the Platform	Contract	1 year after your access to the Platform was blocked
Contracts of freelance and amendments , date and conditions of the contract, object and reason of modifications brought to the professional situation, disciplinary sanction except those who benefited from amnesty	Monitoring, administration and management of the freelancers Management of careers	Contract Legal Obligation	5 years after the end of your contract with us
Photographies and videos taken during work Voice registered during work	Creating an online course Objective Marketing	Contract	Unlimited (as described in your contract with us)

Photography on profile	Allow identification on the network	Consent Legitimate Interest	Until your access to the Platform is blocked
Professional experience	Attest of the professionalism of Le Wagon's employee	Legitimate interest	At the end of your contract
Occupation : staff	Indicate that you are an employee	Legitimate interest	Until your access to the Platform is blocked
Description	Allow you to describe yourself on your profile	Legitimate interest	Until your access to the Platform is blocked
Skills	Allow the network of alumni to know your competences at Le Wagon	Legitimate interest	Until your access to the Platform is blocked
ATS Calendar : appointments	Enable you to register your appointments on the internal Platform	Legitimate interest	Until your access to the Platform is blocked
Copy of identity card or passport	Compliance with Qualiopi certification	Legal obligation	1 year (contract duration)
Copy of police record	Compliance with Qualiopi certification	Legal obligation	1 year (contract duration)
Amount due	Pay the service provider	Contract	6 years from date of payment

▼ IF YOU ARE AN EMPLOYEE, AN EMPLOYEE OF A LE WAGON'S TRAINING PARTNER OR A FREELANCER WORKING FOR LE WAGON OR LE WAGON'S TRAINING PARTNER

Type of Personal Information	Purpose	Legal Basis	Time of conservation
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Photographies and videos taken in link with the work Voice registered during work	Create an online course Objectif Marketing, Publicité: explanations on the Wagon website about financing, the admission process and training; presentation of the team (etc)	Contract	Unlimited (as described in your contract)
Photography on profile	Allow identification on the network	Consent Legitimate Interest	Until your access to the Platform is blocked
Professional experience	Attest of the professionalism of Le Wagon's employee	Legitimate interest	At the end of your contract
Occupation : staff	Indicate that you are an employee	Legitimate interest	Until your access to the Platform is blocked
Description	Allow you to describe yourself on your profile	Legitimate interest	Until your access to the Platform is blocked
Skills	Allow the network of alumni to know your competences at Le Wagon	Legitimate interest	Until your access to the Platform is blocked
ATS Calendar : appointments	Enable you to register your appointments on the internal Platform	Legitimate interest	Until your access to the Platform is blocked
Computer directories	Beneficiaries of application and network access authorizations	Legitimate interest and contract	Until the employee leaves

▼ PERSONAL DATA COLLECTED ON LEARN

Cookies

When you visit the Platform or use the Services, we and our third-party service providers, which may include third-party analytics service providers and third-party

advertisers, may use cookies, server logs, and other similar technology to enable the good functioning of the Platform. Only technical cookies are collected for such purposes..

Cookies are small text files that include a unique reference code placed on a visitor's device to store their preferences and sometimes track information. The cookies are used to remember you when you return to our Platform or Services. Some cookies are necessary to enable you to move around the Platform and use the Services, such as accessing the secure areas of the Platform, and they enable us to provide you with the Services you have requested.

The data will be communicated to the following recipients only: the engineering team.

The data will be kept for a period of thirty (30) days.

The legal basis for the processing is the legitimate interest of ensuring the functioning of the Platform in order to provide the Services to you.

CATEGORIES OF DATA PROCESSED, LEGAL BASIS, PURPOSES, AND CONSERVATION

▼ IF YOU ARE A TRAINEE

Type of Personal Information	Purpose	Legal Basis	Time of conservation
Civil status : first and last names, personal e-mail, gender	Implement the training. The e-mail can also be used to keep contact with the Wagon after the training. Respect legal obligations.	Contract Legitimate interest Legal obligation	5 years from the last use of the Platform by the person (legal obligation)
Authentication : login on learn	Allow access to Le Wagon's Learn Platform Respect legal obligation	Contract	1 year from the closure of the account on the Platform (legal obligation)
Photo if applicable	Enable the recognition between teachers and	Contract Legitimate	Until the closure of the account or the

	trainees on the Platform	Interest	erasure of your picture
Progression in prepwork (preparation before the start of the school year)	Check student's progress	Contract Legitimate interest	Until the end of the training

▼ IF YOU ARE AN EMPLOYEE, AN EMPLOYEE OF A LE WAGON'S TRAINING PARTNER OR A FREELANCER WORKING FOR LE WAGON OR LE WAGON'S TRAINING PARTNER

Type of Personal Information	Purpose	Legal Basis	Time of conservation
Civil status : first and last names, personal e-mail, gender	Implement the training. Respect legal obligations.	Contract Legal obligation	5 years from the last use of the Platform by the person (legal obligation)
Authentication : login on learn	Allow access to Le Wagon's Learn Platform Respect legal obligation	Contract Legal obligation	1 year from the closure of the account on the Platform (legal obligation)
Photo if applicable	Enable the recognition between the staff and trainees on the Platform	Legitimate Interest	Until the closure of the account or the erasure of the picture by the person
Photographies / Vidéos / Enregistrements : photographs and videos taken during work and voice recorded during work	Realize an online course Marketing purpose	Contract	Unlimited conservation (according to the contract)
Employee ATS calendar,	Enable employees to place their	Legitimate interest	Until access to the platform is blocked

appointment scheduling	calendars on Learn		
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▼ IF YOU ARE A PERSON BENEFITING FROM TEMPORARY OR TEST ACCESS

Type of Personal Information	Purpose	Legal Basis	Time of conservation
Civil status : first and last names, personal e-mail, gender	Implement the training. Respect legal obligations.	Contract Legal obligation	5 years from the last use of the Platform by the person (legal obligation)
Authentication : login on learn	Allow access to Le Wagon's Learn Platform Respect legal obligation	Contract Legal obligation	1 year from the closure of the account on the Platform (legal obligation)
Photography of profile if applicable	Enable the recognition between the staff and trainees on the Platform	Legitimate Interest	Until the closure of the account or the erasure of the picture by the person
Employee ATS calendar, appointment scheduling	Allow employees to place their calendar on kitt or learn	Legitimate interest	Until access to the platform is blocked

▼ PERSONAL DATA COLLECTED ON ASSESS

CATEGORIES OF DATA PROCESSED, LEGAL BASIS, PURPOSES, AND CONSERVATION

▼ IF YOU ARE A TRAINEE OR A PERSON WITH TEMPORARY TEST ACCESS

Type of Personal Information	Purpose	Legal Basis	Time of conservation
Civil status : first and last names,	Implement training. Email required for login,	Contract Legal obligation	5 years from the last use of the

personal e-mail, gender	and an email sent when certification is renewed to keep track of former students. Comply with legal obligations.		Platform by the person (legal obligation)
Place and date of birth	For the certification awarded by Le Wagon at the end of the course Date of birth to celebrate students' birthdays	Legal obligation	50 years
Github nickname	Necessary to create repositories and invite them as collaborators	Legitimate interest	Certification retention time
Authentication: Identification on assess, login on learn	Authorize access to Le Wagon's Learn platform Respect legal obligations	Contract Legal obligation	1 year from the closure of the account on the Platform (legal obligation)
Monitoring : exercises results, quizzes results	Determine your level	Contract	5 years from the assessment

▼ IF YOU ARE AN EMPLOYEE, AN EXTERNAL JUROR, A FREELANCE WORKING FOR LE WAGON

Type of Personal Information	Purpose	Legal Basis	Time of conservation
Civil status : first and last names, personal e-mail	Open an account on Assess Respect legal obligations.	Contract Legal obligation	5 years from the last use of the Platform by the person (legal obligation)
Authentication : login on learn	Allow access to Le Wagon's Assess Platform Respect legal obligation	Contract Legal obligation	1 year from the closure of the account on the Platform (legal obligation)
Juror's addresses	Produce an affidavit stating that they	Legal obligation	5 years after generation of the

	have a minimum of experience in the field		sworn statement
ATS calendar, appointment booking	Allow employees to place their calendar on kitt or learn	Legitimate interest	Until access to the platform is blocked
Employee computer directories: beneficiaries of application and network access authorizations	Application and network access rights management	Legitimate interest Contract	Until the Wagon employee leaves

▼ OTHER PERSONAL DATA PROCESSES

CATEGORIES OF DATA PROCESSED, LEGAL BASIS, PURPOSES, AND CONSERVATION

▼ IF YOU ARE A TRAINEE

Type of Personal Information	Purpose	Legal Basis	Time of conservation
Civil status : first name, last name, email, phone number, address	Check the payment Contact the student again for payment Intent a legal procedure Manage the access to the Platform (blocked if no payment) The last and first name may be used to create an attestation of attendance of the training for funding organisations. Pay attention not to	Legal obligation	Last name and first name : 3 years from the end of the year following the last payment or 10 years from the same moment if the training is co-financed by the Fond Social Européen (for the control of the OPCO) Others : 10 years from the execution of the

	publish pictures of the person if she is on the list of opposition to the use of her image rights.		prestation (legal obligation)
Amount paid or to be paid	Check the payment Intent a legal procedure initiate legal proceedings if necessary	Legal obligation	10 years from the execution of the prestation (legal obligation)
Bill	Share with fiscal administration	Legal obligation	10 years from the closure of the financial year (legal obligation)
Banking details	Reimbursement of the student if he benefits from an aid or if he leaves	Legal obligation	6 years from the sending of the payment (legal obligation)
Amount of the CPF (Compte Professionnel de Formation) used	Check the payment Intent a legal procedure	Legal obligation	10 years from the execution of the prestation (legal obligation)
Type of payment used, reference of payment, amount, date, hour and place of transaction (via receipt, screenshot of the company's bank statement)	Make sure that the payment was done and that the student is allowed to access the Platform	Legal obligation	1 year from the closing on the Platform (legal obligation)
Slack username	Allow you to access the messaging service used by Le Wagon	Contract	Until closure of the account of you on the messaging service
Attendance and absence justifications	Financing Organisations (Pôle emploi, companies,	Contract Legal obligation	3 years from the end of the year following the last payment or

	Ile de France) or Companies demand an attendance justification and thus absence justifications	(requirement of OPCO)	10 years from the same moment if the training is co-financed by the Fond Social Européen (for the control of the OPCO)
Discussion forum	Allow the exchange messages between students, actual and former students, teachers and students Offer workshops, contact the student to see if they can help a new student with a CV	Contract Legitimate interest	Unlimited (alumni's network)
Attestation of Pole Emploi or Job Center, ID card, amount of training personal account	Help you obtain an aid from the region	Legitimate interest	Until the end of the training
Participation in Career Week : CV draft, motivation letter draft, portfolio draft, etc.	Organize the event, determine the number of participants Statistics on the participants	Consent	Until you find a job (in case you would want a one on one)
Photographies and/or videos taken during an event/the training	Advertisement for Le Wagon	Contract	Unlimited (according to the contract)
Attendance to events in person : attendance form, e-mail, phone number, job title, interest for web development or	Contact the persons to give them the necessary information Statistics	Consent	E-mail : 5 years from the event Phone number, job title, interest for web development or data science, personal project :

data science, personal project			until the end of the event
Request for rights to personal data : process requested, date of request, status of person (manager, student, etc.)	Monitoring of demands on personal data Statistics on the demands in order to better answer	Legal obligation Legitimate interest	Until the answer to the demand, then anonymised
Follow-up: year- end results	Funding body (Pôle emploi, company, Ile de France) requires proof of attendance, and proof of absence Request for Qualiopi certification Check a student's progress, verify motivation, as otherwise they may be excluded from the course	Legitimate interest Legal obligation (OPCO request)	Unlimited duration (in order to pass on information if a recruiter calls Le Wagon for more information on a former student)
Certification renewal	Transmit the information to France compétence, which reports to the Ministry of Labor, to renew the certification and prove that thanks to the training, the students have increased their salaries, and that they work well in the data center.	Legal obligation	3 years from the renewal
Information to be sent to the CPF: Certification, start and end dates, presence of a euro language level,	Transmit to the CPF the list of people who have obtained certification	Legal obligation	3 years from the renewal

presence of a euro numeric level, scoring, validated mention, birth name, surname, first name, date of birth, gender, zip code.			
Label: surname, first name, e-mail address, whether or not the student is in a ZEP, whether or not they have obtained certification, date of birth, telephone number, zip code, highest diploma obtained, what did the student do before training, did they drop out?	Legitimate interest	Data transmitted to the Grande École du Numérique, which offers an inclusive training label.	3 years

▼ IF YOU ARE AN ALUMNI

Category of personal data	Purpose	Legal basis	Time of conservation
Last name, first name, profession	Alumni's network Pay attention not to publish pictures of the person if she is on the list of opposition to the use of her image rights. The last and first name can also be used to get	Contract	name, surname: 5 years from the end of the validity of the contract of the user of the Platform (legal obligation) profession: until the student leaves the Platform

	feedback on the training.		
Email phone number, LinkedIn, Slack, Github	Inform alumni of an event Contact the former student to fill in the results form Obtain feedback on training.	Legitimate interest	e-mail: 5 years from the end of the validity of the platform user's contract Other information: until the person's death
E-mail sent after the departure of the student Response to an automatic email sent to contact the former student in order for him to fill the outcome form	Inform the former students of an event Contact the former student in order for him to fill the outcome form	Consent	5 years after the sending of the e-mail
Survey : first name, last name, batch number, professional background, the company for which the former student works, the current job, since when the former student works for the company, LinkedIn link, portfolio link, CV	Realize the newsletter, have a feedback on the training, determine for which company the former students work, and which job they obtained	Consent	3 years after the completion of the form
Outcome form (6 months later) : Higher degree prior to Le Wagon, paid job before Le Wagon or not, the former annual salary and its currency, what the student did after Le Wagon, when they started looking for a job after the bootcamp, when they received their first job offer, when they accepted their first job offer, their first day of work, the location of	Statistics Creation of a marketing document, called Job Report, which explains what the former students became after Le Wagon Conservation in order to know who has answered the	Consent	3 years then anonymisation (it is necessary to keep it 3 years in order to have the time to realize the Job Report)

<p>the first place they worked for, number of offers received before accepting their first job after Le Wagon, the type of job accepted, the number of hours worked, the duration of the first contract, the name of the company for which they worked, function occupied, role paid or not, the salary for this job and its currency, the current salary if it has evolved, the size of the company the student first worked for, the name of the person who recruited them, if the student took a new role inside his company, the kind of studies pursued, description of the studies, the name of the company which was started by the student, the industry of the company, if they registered or started the procedure to legally incorporate the company, when they started looking for freelance missions, when they accepted their first paid freelance mission, field, length of cumulated hours in freelance since the student left Le Wagon, allowed to work in France or not when they started Le Wagon, location of the first mission in freelance</p>	<p>form and contact the others Conservation in order to contact those who put a bad grade for the training to have more feedback and improve the training Find promoters to use as good profiles</p>		
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List of former students who answered or did not answer the Outcome form : first and last name	Contact the person who did not answer in order for them to fill the form and avoid contacting the others	Contract	Unlimited duration
Event related to the career week : First name, last name, batch number, other information on case by case basis	Organize an event, determine the number of participants Statistics on the participants	Consent	Unlimited duration
For coaching : first name, last name, CV, LinkedIn, batch number, motivation letter, portfolio, personal information on a case by case basis (according to what they say : matrimonial situation, city of residence, etc.)	Coaching in order to help the student find a job : review of CV, motivation letter, portfolio	Consent	very good CV : 2 years (to show it to the futur students needing the coaching) first name, last name, batch number : 5 years (in order to know who needed a coaching) other information : until the hiring of the student
Appearing in the newsletter to hiring partners : description, batch number, professional background, accomplishment, experience in companies, diplomas, spoken languages, hobbies, LinkedIn link, portfolio link, Github link, professional e-mail	Propose an applicant by mail to a list of five hundred contacts in order for them to receive a job offer Statistics	Consent	18 months for datas alone and 1,5 years for the newsletter itself

Photographies/Videos taken during an event	Advertisement for Le Wagon	Contract	Unlimited (according to the contract)
Attendance to events in person : attendance form, e-mail, phone number, job title, interest for web development or data science, personal project	Contact the persons to give them the necessary information Statistics	Consent	E-mail : 5 years from the event Phone number, job title, interest for web development or data science, personal project : until the end of the event
Messages on slack	Suggest workshops, contact the student to find out if he or she can help a new student submit a CV Participate in a Q&A session, give a presentation	Legitimate interest	5 years after the exchange (need to keep a record of conversations with a student so as not to ask for the same thing again)
Request for rights to personal data : process requested, date of request, status of person (manager, student, etc.)	Monitoring of demands on personal data Statistics on the demands in order to better answer	Legal obligation Legitimate interest	Until the answer to the demand, then anonymised
Coaching : last name, first name, CV, LinkedIn, batch number, cover letter, portfolio, personal information on a case-by-case basis, list of companies or other where students have applied.	Coaching to find a job: CV review, cover letter, advice	Legitimate interest	Very good CVs : 2 years (to show to future students needing coaching) Last name, first name, batch number : 5 years (to know with

			whom you did a one-on-one) Other: until the person is hired
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▼ IF YOU ARE A FREELANCE WORKING FOR LE WAGON

Category of personal data	Purpose	Legal basis	Time of conservation
Last and first name	Calculation and payment of remuneration and professional expenses; calculation of deductions and compensation. Declaration to tax authorities and social security, pension and life insurance organizations. Be careful not to publish photos of the person if he or she is on the list of persons opposed to the use of their image rights. Recruiting Wagon staff	Legitimate interest Contract	unlimited (since the freelance can come to another event)
Gender, date and location of birth, address, nationality (french or strangers), personal phone number	Calculation and payment of remunerations and professional expenses Bills	Legal obligation	6 years from the sending of the payment (legal obligation)
Place of work, occupied position, RIB	Invoice Pay the freelancer Provide payment details to	Contract	6 years from the sending of the

	the accounting department		payment (legal obligation)
Amount to be paid	Pay the freelancer	Contract	6 years from the sending of the payment (legal obligation)
Bill	Pay the freelancer	Contract	6 years from the sending of the payment (legal obligation)
Email	Contact the freelancer Send the contract to the freelancer on docusign	Contract Legitimate interest	If the applicant is not taken : 2 years from the last contact with the applicant, if he does not ask for the destruction of his datas In case of hiring : 5 years after the end of the contract (L110-4 du Code de commerce)
Passport	Monitoring, administration and management of freelancers	Contract Legal obligation	5 years after the end of the contract or 5 years from the end of the validity of the contract for use of the platform
Copy of ID card	Respect of Qualiopi's accreditation	Legal obligation	Length of contract (usually 1 year)
Copy of criminal record extract	Respect of Qualiopi's accreditation	Legal obligation	1 year
CV, motivation letter, informations collected	Determine the capacity of	Contract	If the applicant is not taken : 2

during the interview (identity, academic and professional background, hobbies, etc.)	candidates to occupy a position at Le Wagon		years from the last contact with the applicant, if he does not ask for the destruction of his data In case of hiring : 5 years after the end of the contract (legal obligation)
Calendar indicating the availability of the teacher	Determine the availability of the teacher in order to decide whether to hire him or not and ensure the classes	Contract	If the applicant is not taken : 2 years from the last contact with the applicant, if he does not ask for the destruction of his data In case of hiring : 5 years after the end of the contract (legal obligation)
Pre-employment letter sent by e-mail with a proposition of remuneration, date of hiring, title and qualification	Hiring the applicant	Legal obligation Contract	5 years after the end of the contract (legal obligation)
Place of execution of services	Monitoring, administration and management of the freelancers	Legal obligation Contract	5 years after the end of the contract
Personal address	Monitoring, administration and management of the freelancers	Legal obligation Contract	5 years from the end of the validity of the contract of use of the Platform (legal obligation)

Personal email	Monitoring, administration and management of the freelancers	Legal Obligation Contract	5 years from the end of the validity of the contract of use of the Platform (legal obligation)
Professional email	Monitoring, administration and management of the freelancers	Legal Obligation Contract	5 years after the end of the contract
Participation to the Career Week : first name, last name, phone number, title of job, e-mail	Organize the event, determine the number of participants Statistics on the participants	Consent	unlimited (in order to contact the freelance for a future event)
Photographies/Videos taken during an event	Advertisement for Le Wagon	Contract	Unlimited (according to the contract)
Attendance to events in person : attendance form, e-mail, phone number, job title, interest for web development or data science, personal project	Contact the persons to give them the necessary information Statistics	Consent	E-mail : 5 years from the event Phone number, job title, interest for web development or data science, personal project : until the end of the event
Messages on slack	Enable the discussions between several persons from Le Wagon's network Enable the discussions between Le Wagon's	Contract	Unlimited

	employees and the teachers		
Login GitHub	Management of the access rights to the Platform	Contract	1 year from the closure of the account (legal obligation)
Contracts of freelance and amendments, date and conditions of the contract, object and reason of modifications brought to the professional situation, disciplinary sanction except those who benefited from amnesty	Monitoring, administration and management of the freelancers Management of careers	Contract	5 years after the end of the contract
Photographies/Videos taken during a training Voices recorded during their performance	Realize an online course	Contract	Unlimited (according to the contract)
Request for rights to personal data: process requested, date of request, status of person (manager, student, etc.)	Monitoring of demands on personal data Statistics on the demands in order to better answer	Legal obligation Legitimate interest	Until the answer to the demand, then anonymised

▼ IF YOU ARE AN EMPLOYEE

Category of personal data	Purpose	Legal basis	Time of conservation
Last and first name	Ensure Le Wagon's personnel recruitment Hiring the candidates Legal obligation (contrat de travail) Pay attention not	Legal obligation	Unlimited (since the employee can come to another event)

	to publish pictures of the person if she is on the list of opposition to the use of her image rights. Management of organisation chart		
Address, date and location of birth, nationality	Ensure Le Wagon's personnel recruitment Hiring the candidates Legal obligation (contrat de travail)	Legal obligation (arising from the employment contract) Contract	2 years from the departure of the employee
Data on CV especially the picture, in the motivation letter, collected during an interview (identity, professional and academic background, hobbies, etc.)	Appreciation of the candidate's capacity to occupy the position submitted by Le Wagon	Contract	2 years from the departure of the employee
Pre-hiring letter sent by e-mail with a proposition of remuneration , day of hiring, title and qualification Copy of ID card, passport Copy of carte vitale RIB	Hiring the candidates Copy of ID card and carte vitale : Preliminary declaration of employment RIB : to pay the employee	Contract Legal obligation	Pre-hiring letter, passport : 2 years after the departure of the employee Copy of the ID card and carte vitale : until the end of the contract RIB : 6 years from the sending of the payment
Proof of address	Monitoring, administration and management of the employees	Legal obligation	2 years after the departure of the employee
Personal email	Monitoring, administration and	Legitimate interest	Until the employee's

	management of the employees		departure of Le Wagon
GitHub login	Management of right to access the plateformes	Contract Legitimate interest	1 year from the closure of the account on the Platform (legal obligation)
For employees' abroad or of another nationality : copy of the title allowing work for employees from abroad, type of document allowing it, and number of order on the document	Monitoring, administration and management of the employees	Contract Legal obligation	Type and order : 5 years from the departure of the employee from Le Wagon because these information have to be in the Registre unique du personnel (legal obligation) Copy of title : until the employee's departure of Le Wagon
For interns : date of beginning and end of the internship, first and last name of the tutor, location during the internship	Monitoring, administration and management of the employees	Contract	5 years from the departure of the employee from Le Wagon because these information have to be in the Registre unique du personnel
Title, qualification, missions , department, fixed and variable remuneration, employment contract and amendments, day and conditions of hiring, object and reason of modifications brought to the professional situation,	Monitoring, administration and management of the employees Management of careers Management of organisation chart	Contract Legal obligation	Title, qualification, date of entrance in the company : 5 years from the departure of the employee from Le Wagon because these information have to be in the

contact information of persons to warn in case of emergency, disciplinary sanction except from those benefiting from amnesty			<p>Registre unique du personnel</p> <p>Disciplinary sanction : 3 years from the beginning of the disciplinary pursuits</p> <p>Contracts and amendments : 2 years after the end of the contract</p> <p>Others : until the departure of the employee from the company ((NS-046)</p>
<p>Dates of evaluation's interviews, identity of the valuer, professional competences of the employee, objectives assigned and percentage of objectives' reaches, evaluation grid, results obtained, employee's experience (participation to internal or external projects, implementation of those competences, etc.), appreciation of professional aptitudes bases on objectives criteria and presenting a direct and necessary link with the position, observations and desires expressed by the employee, previsions of evolution of career</p>	<p>Management of employee's performance Management of careers and internal appointment of employees</p>	<p>Legitimate interest</p>	<p>until the employee's departure of Le Wagon</p>

Diploma, certificates, foreign languages talked, monitoring of professional training's demand and periods of realized training organisation of sessions for training, evaluation of knowledge and trainings	Management of employee's training	Legitimate interest	Until the employee's departure of Le Wagon (NS-046)
Hierarchical affiliation	Management of organisation chart	Contract	until the employee's departure of Le Wagon
Professional schedule : date, place, hours of professional meetings, purpose and persons involved	Management of meetings	Legitimate interest	until the employee's departure of Le Wagon (NS-046)
Distribution of tasks, planning of the teams	Monitoring of activities	Legitimate interest	until the employee's departure of Le Wagon (NS-046)
Management of the demands, the nature of the dotation, dates of the dotation, of maintenance of withdrawal, allocations of the budget	Management of individual dotations in furniture, equipments, cars and credit card	Legitimate interest	until the employee's departure of Le Wagon
Beneficiaries of authorisations to access applications and networks	Management of access rights to the applications and networks	Contract	Until the employee's departure of Le Wagon (NS-046)
Address book, individual accounts, excluding all data related to an individual control of electronic	Internal and external communication	Legitimate interest	until the employee's departure of Le Wagon (NS-046)

communications sent or received by employees			
Internal administrative form ; organisation chart ; discussion forum ; information forum	Internal communication	Legitimate interest	until the employee's departure of Le Wagon (NS-046)
Mandate of representation	Management of employee representatives bodies' meetings :	Legal obligation	6 months after the expiration of the mandate or of the representative body
Matrimonial situation, children to support (fiscal, health insurance, garnishment)	Declaration to the fiscal administration and social security organisations, retirement organisations, and life insurance organisations Calculation of collection and payment leading to deduction at source	Legal obligation	6 years from the sending of the payment
Place of work, number of internal identification, date of entrance in the company , years of experience, occupied position and hierarchical coefficient, section accountant (analytical code), nature of the employment contract, rate of invalidity, categorie COTOREP (A, B, C)	Realisation of individual account related to the pro-sharing and participation of the employees in the company Supply of payrolls posting for the accountability Supply of informations and realisation of states related to	Contract Legal obligation	6 years from the sending of the payment

	the employees' situation allowing the fulfilment of legal obligations such as the supply of a unique register of employees or the declaration of positions for handicapped workers		
RIB key, sort code, account number, name of the owner of the account, bank branch (city or neighborhood)	Realize the payment of a person Give the accountant entries of the payment at the accountants	Contract	6 years from the sending of the payment
Regime and calculation base of remuneration; nature, rate and base of social security contribution, leaves and absences giving right to deduction or compensation as well as deduction realised by the employer, professional expense, way of payment, financial identity or postal	Declaration to the fiscal administration and social security organisations, retirement organisations, and life insurance organisations Calculation of collection and payment leading to deduction at source Supply of payrolls posting for the accountability	Contract Legal obligation	6 years from the sending of the payment
Pay slip	Keep a trace of the payment	Contract Legal obligation	5 years starting at the date of payment

Date of medical check-up (the last and the next), type of visit (periodic or employment)	Insure the monitoring of medical check-ups of the employees Informations required by the occupational doctor	Legal obligation	until the departure of the employee from the company
Aptitude for the position , propositions of adaptation of the position or affectation to another position according to the occupational health doctor, adaptation of hours and other conditions of work	Monitoring of declarations of accident at work or professional disease and adaptation for a position	Legal obligation	until the departure of the employee from the company
Leave non related to a professional disease or an accident at work : name, location of the employee, number of social security, the code of its organisation attachment, duration of the leave	Monitoring of leaves	Legitimate interest Legal obligation	5 years from the reception of the leave
Leave related to a professional disease or an accident at work : date of the accident or the first consultation related to a professional disease, date of the last day of work, date of return, reason of the leave (accident at work or professional disease), not yet back to work	Monitoring of declarations of accident at work or professional disease Keep useful documents in case of litigation	Legitimate interest Legal obligation	Information related to a professional disease or an accident at work : 10 years from the date of the accident or the first medical consultation Declaration of a professional disease or an

			accident at work : 5 years from the declaration
Contact details of the person(s) to warn in case of emergency	Insure the security of the person	Legal obligation	until the departure of the employee from the company
Photographies/Videos taken during an event	Advertisement for Le Wagon	Contract	Unlimited (according to the contract)
Attendance to events in person : attendance form, e-mail, phone number, job title, interest for web development or data science, personal project	Contact the persons to give them the necessary information Statistics	Consent	E-mail : 5 years from the event Phone number, job title, interest for web development or data science, personal project : until the end of the event
Form for the "retrait" : hours of the trains or flights, first name, last name, e-mail, food restrictions	Determine who will participate in order to book the housing, food, and trains Make sure people with food restriction will be able to eat	Consent Legitimate interest	until the end of the "retrait"
Messages on slack	Enable the discussions between several persons from Le Wagon's network Enable the discussions between Le Wagon's employees and the teachers	Contract	Unlimited

Demand on personal data rights : process asked, date of the demand, quality of the person (lead, student, etc.)	Monitoring of demands on personal data Statistics on the demands in order to better answer	Legal obligation Legitimate interest	Until the answer to the demand, then anonymised
Photographs / videos taken in connection with the work	Publicity: explanations on the Wagon website about financing, the admissions process and the course; presentation of the team; presentation of the teachers and people in contact with the students; visuals of events; syllabus of the course; kakemono; posters (?) Creating an online course	Contract	Unlimited duration
Whistleblower or witness information : last name, first name, business e-mail and personal e-mail of the whistleblower or witness	Comply with whistleblower legislation Sanction criminal, tortious, dangerous, public health or environmental acts within the Le Wagon Group.	Consent for the whistleblower Legitimate interest for the witness	If the company does not act on the alert , the data will be deleted on the date of the decision. Otherwise , the data will be kept until the end of the procedure or the time limit for appealing against the decision.

Information about the subject of the alert: surname, first name, business e-mail and personal e-mail of the whistleblower or witness.	Comply with whistleblower legislation Sanction criminal, tortious, dangerous, public health or environmental acts within the Le Wagon Group.	Legal obligation	Si l'entreprise ne donne pas de suites à l'alerte, les données seront supprimées le jour de la date de cette décision Sinon les données devront être conservées jusqu'à la fin de la procédure ou du délai de prescription des recours contre la décision
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▼ IF YOU ARE AN EMPLOYEE OF A FRANCHISEE

Category of personal data	Purpose	Legal basis	Time of conservation
First name, last name, location, location and date of birth	Establishing the identity	Contract	5 years from the end of the contract
Personal and professional e-mail	Monitoring, administration and management of the franchisee	Contract	5 years from the end of the contract
Login github	Allow access to Le Wagon content Legal obligation to keep the identification data of a user of the Platform	Contract Legal Obligation	1 year from the closing of the account
Request for rights to personal data: process requested, date of request, status	Monitoring of demands on personal data Statistics on the demands in order to better answer	Legal obligation Legitimate interest	Until the answer to the demand, then anonymised

of person (manager, student, etc.)			
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