

# Terms of Use and Privacy Policy

## Version as of 08.05.2020

The use of the Application (as this term is defined hereafter) published by the Company (as this term is defined hereafter) implies without reservation the acceptance of the present General Terms of Use (hereafter the "GTU") by any User (as this term is defined hereafter) wishing to use and benefit from the services delivered by the Platform and/or the Application (as this term is defined hereafter), the latest version being authoritative.

### 1. Legal identification

The Platform and the Application are published by the "Company", a simplified joint stock company with a capital of 5105 euros, registered in the Nanterre Trade and Companies Register under the number 847 644 630, having its registered office at 62 avenue de Paris, 92320 CHATILLON, represented by its President Mr. Mame Lamine TALL

### 2. Definitions

The terms defined below, whether in the singular or plural, shall have the following meanings in these TOU:

- **Application:** means the mobile application developed and published by the Company, which holds the exclusive property thereof, allowing the Customer (as defined below) to access the Services (as defined below),
- **Beneficiary:** means the person receiving the Services,
- **Customer:** any natural person of legal age or legal entity having acquired products or services offered for sale through the platform or its application, it being understood that the Customer may or may not be the Beneficiary of the Service, depending on whether he or she will make personal use of it or offer it to a third party Beneficiary.
- **Customer Account:** the Customer's personal account from which he/she places orders, pays for purchases, and consults information relating to the processing of his/her transactions.

- **Personal Data:** means all types of information, data and content, collected and processed in the context of the use of the Services, hosted by the Company, which, within the meaning of the French Data Protection Act of January 6, 1978, as amended, and Regulation (EU) 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, make it possible to designate or identify, directly or indirectly, a natural person,
- **Platform:** refers to all the software components of the Service
- **Service(s):** all the services provided by the Company to the Client through the Platform and/or the Application,
- **Partner:** means the third party involved in the provision of the Services

### **3. Acceptance**

The present GTU are expressly agreed and accepted by the User, who declares and acknowledges having a perfect knowledge of them.

The present TOS are enforceable during the entire period of use of the Platform and/or the Application and the Services and until new TOS replace the present ones.

The User also acknowledges having consulted the legal notices on the Platform and/or the Application prior to any use of the Services.

### **4. developments**

The Company reserves the right to modify these TOS, in case of changes in the services offered or due to changes in legislation, at its sole discretion.

In general, the delivery of the Services is always subject to the most recent version of the published TOU.

### **5. Violation**

Any violation of these TOU authorizes the Company to deny access or to terminate access to the account, without prejudice to any compensation that may be claimed from the author of the said violation.

### **6. Onboarding**

Registration for the Application is carried out at the end of the Customer KYC process. The Customer undertakes to fill in in good faith all the compulsory fields appearing in the registration forms, in particular his :

- Last & First Name(s),
- E-mail address,
- Password,
- Phone number,
- Address (street number, street, postal code, city & country)
- Identity document (CNI, residence permit, passport)
- Nationality

The Company reserves the right to refuse a registration request from an individual who does not agree to abide by the TOS or who does not complete the registration forms in full or in good faith or who does not provide all of the documents that may be requested.

By registering, the Customer certifies that he/she is of legal age and has given his/her consent.

## **7. personal data**

The Company undertakes to ensure that the Client's personal data is collected and processed in accordance with the amended Law No. 78-17 of January 6, 1978 relating to information technology, files and freedoms, known as "Informatique et Libertés", and Regulation (EU) 2016/679 of the Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the Processing of personal data and on the free movement of such data, and any legislation enacted in application of this Regulation.

## **8. Collection of Personal Data**

The Personal Data that are collected on the Platform and/or on the Application are the following:

- name, first name of the Customer,
- Customer's email address,
- country of residence of the Customer
- Customer's telephone number,
- IP address, connection data, usage data and location of the Customer,
- Customer's login and password

The Company may also have access to:

- to the Customer's contacts registered on his phone,
- identifying information about the terminal for notification purposes.

## **9. Identity and contact details of the data controller**

The data controller is CAURI SAS, a simplified joint stock company with a capital of 5105 euros, registered in the Nanterre Trade and Companies Register under number 847 644 630, with its registered office at 62 avenue de Paris, 92320, Chatillon represented by its Chairman, Mr. Mame Lamine Tall, who also acts as Data Protection Officer.

## **10. Use of Personal Data**

The purpose of the Personal Data collected is to

- The provision of Services, their improvement and the maintenance of a secure environment.
- Access and Use of the Application,
- Management of the operation and optimization of the Application,
- Carrying out operations related to customer management
- Organization of the conditions of use of payment services,
- Verification, identification and authentication of the data transmitted by the Customer,
- Fraud prevention and detection, malware (malicious software) and security incident management,
- Management of possible disputes with the customer,
- The establishment of general statistics of frequentation.

## **11. Sharing of personal data with third parties**

Personal data may be shared with third party companies in the following cases:

- When the Customer authorizes a third party application to access his Personal Data,
- When the Application uses the services of third-party service providers, provided that they act in accordance with the provisions of the applicable regulations on the protection of personal data,

- To meet legal and regulatory obligations and to comply with administrative and judicial proceedings,
- In the event of a merger, acquisition, sale of assets or receivership that results in the Company disposing of or sharing all or part of its assets, including personal data. In this case, the Customer will be informed before the personal data is transferred to a third party.

## **12. Data retention**

The Personal Data are kept by the Company for a period of 5 years with regard to the purpose of the processing and the limitation periods. This retention period starts from the last activity of the Customer on his account. However, the Customer is entitled to request the deletion of his personal data at any time by sending an email to the following address: [dpo@cauri.it](mailto:dpo@cauri.it).

## **13. Security and Privacy**

The Company implements organizational, technical, software and physical digital security measures to protect personal data from alteration, destruction, and unauthorized access. However, it should be noted that the Internet is not a completely secure environment and the Application cannot guarantee the absolute security of the transmission or storage of information.

In the event of a personal data breach, the Company will notify the competent supervisory authority (the CNIL) as soon as possible and, if possible, no later than 72 hours after becoming aware of the breach, unless the breach in question is not likely to give rise to a risk to the rights and freedoms of natural persons.

## **14. Implementation of the rights of the persons concerned**

In accordance with the applicable regulations, the Customer has the following rights, which can be exercised by writing to the following e-mail address -> [dpo@cauri.it](mailto:dpo@cauri.it)

- right of access (article 15 RGPD), to know the personal data concerning him,
- right to update or rectify (article 16 RGPD) the data that concerns him, either by logging into his account and configuring the settings of this account; or by requesting the update of his personal data,
- right to erasure (Article 17 GDPR) of his personal data when they are inaccurate, incomplete, equivocal, outdated, or whose collection, use, communication

or retention is prohibited in accordance with applicable data protection laws,

- right to withdraw consent at any time (Article 13-2c GDPR),
- right to limit the processing of his/her data (Article 18 GDPR),
- right to object to the processing of his/her data (Article 21 GDPR),
- right to the portability of his data, when these data are subject to processing automated systems based on consent or contract (Article 20 GDPR).

Before exercising any of these rights, the Company may request proof of the Customer's identity in order to verify its accuracy.

### **15. Evolution of this clause**

The Company reserves the right to make any changes to this Privacy Policy at any time. This will result in the publication of a new version of the TOS on the Application and the sending of an email to the Clients at least fifteen (15) days before the effective date. If the Customer does not agree with the terms of the new version of the TOS, he/she has the option to close his/her Customer Account.

### **16. Litigation and Jurisdiction**

The present GTU are subject to French law. In case of drafting of the present GTU in several languages, only the French version will be authentic.

In the absence of amicable resolution, any dispute relating to the validity, interpretation, execution or non-execution of these GTUs shall be brought before the materially competent court located in the territorial jurisdiction of the Company's headquarters.

This clause shall apply, except as otherwise provided by public policy and without prejudice to the Company's right to bring proceedings against any person who has infringed its rights, in a court which would have jurisdiction in the absence of the above clause.