



MARKETPLACE PRIVACY POLICY

Version dated May 31st 2023

PRIVACY POLICY

The purpose of this Policy is to provide you with all the information on the conditions under which SMARTIMPACT collects and processes your Personal Data.

SMARTIMPACT, concerned about the rights of individuals and with the aim of transparency with its customers, has made strong commitments to protect the data of users of its software solutions in accordance with French and European regulations (RGPD 2016, LIL 2004 and CNIL 1978).

This policy is an integral part of the general conditions of use (CGU) and each term will have the same definition in each of the two texts.

By accessing the website or subscribing to the Erable products mentioned in Article 1.4, you agree to read this Privacy Policy, which may be modified or updated at any time without notice. Any modification will be posted on the Site and we advise you to consult it regularly.

1 - Definition

1.1 - What is Personal Data?

Personal Data is defined by Article 4 paragraph 1 of the General Data Protection Regulation (GDPR) as: “any information relating to a directly or indirectly identified or identifiable natural person”.

1.2 - Who are the users?

The term User refers to all natural persons who may be affected by the collection of their data by the SMARTIMPACT Company.

In the context of access to our Site and the use of the Marketplace products mentioned in article 1.4, users are:

- **Visitors:** if you browse the marketplace without taking any action, you are a Visitor;
- **User :**if you browse the marketplace and buy or sell NFTs, you are a User;
- **Client :** If you have listed your NFT collection on the marketplace, you are a Customer;

1.3 - Who is the Data Controller?

SMARTIMPACT is Data Controller within the meaning of article 4 paragraph 7 of the GDPR for the processing of data collected when accessing the Site or subscribing to the marketplace products mentioned in article 1.4 because the company determines the essential means and the purposes of the processing of this data.

1.4 - What are marketplace products?

Erable provides a platform for its customers to list their collections of non-fungible tokens (NFTs) and for users to buy and sell their own NFTs. The use of this platform involves the collection of personal data.

2 - Data collected

SMARTIMPACT certifies that no sensitive or specific data within the meaning of Articles 9 and 10 of the GDPR is collected as part of your use of the Site or the subscription to its marketplace products.

The personal data collected is as follows:

2.1 – Subscription and use of marketplace products

Users:

As part of the use of the marketplace, personal data is collected about you by SMARTIMPACT;

The data collected is as follows:

- Identification and authentication data: technical logs, computer traces, information on the security and use of the terminal, IP address, wallet address, username, e-mail, surname, first name, description, profile image;
- Data relating to your habits and preferences;
- Data related to the purchase and sale of NFTs in relation to transactional data;

Clients :

As part of the subscription and use of marketplace products, personal data is collected about you by SMARTIMPACT;

The data collected is as follows:

- Identification and authentication data: technical logs, computer traces, information on the security and use of the terminal, IP address;
- Tax data: tax number, tax status, country of residence;
- Miscellaneous legal documents: deed of transfer, deed of succession, deed of resale of stock market securities;
- Banking, financial and transactional data: bank details, card number, transaction data, including transfer information, investor profile, value of your assets;
- Data relating to payments for marketplace products (Invoices, order form or estimate): surname and first name of the legal representative of the Client company;

- Data relating to your habits and preferences;
- Data related to the use of marketplace products and subscribed services in relation to banking, financial and transactional data;
- Data relating to interactions with SMARTIMPACT on our premises, on our Site on our application, on our pages, on social networks, during interviews and telephone or video conversations, in e-mails;

3 - Purpose and legal basis of processing

SMARTIMPACT guarantees that each data is collected on a legal basis in accordance with Article 6 of the GDPR and that each data is processed for a specific, real and lawful purpose.

The table below transcribes the purposes and legal basis of processing according to the data collected:

Data collected	Purpose of processing	Legal basis
Client	Enable the provision of services from marketplace products. Performance of services related to the subscription to marketplace products?	Execution of the contract (CGS of marketplace products)
	Claims management	
	After sales service	
	Contract management (subscription, order, payments and complaints).	
	Bookkeeping	Legal obligation
	Customer relationship follow-up	Legitimate interest in improving its marketplace products
	Satisfaction surveys	
	Studies on the quality of marketplace products - marketplace product tests	
	Sales statistics	
Common to all Users	Creation of accounts	Legitimate interest
	Management of requests to exercise the various rights of Users: rights of access, rectification, erasure,	Legal obligation (articles 12 to 23 GDPR)

	portability, opposition, and limitation.	
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4 - Access to data

SMARTIMPACT's subcontractors and service providers are subject to an obligation of confidentiality and may only use the data in accordance with the contractual provisions and applicable legislation.

4.1 - SMARTIMPACT

The data collected will be processed by SMARTIMPACT in compliance with the strict application of this Policy. Access to the personal data collected is strictly limited to the persons in charge of processing the information.

Depending on the purposes defined in Article 3, SMARTIMPACT's customer, support, administrative, accounting, technical, marketing & commercial services managers may have access to Personal Data.

Those responsible for Erable products have access to Customer data, which notably includes the teams in charge of maintaining and hosting Erable products.

4.2 - Subcontractors

SMARTIMPACT may be required to transmit the Personal Data of Users to third parties who provide certain services on behalf of SMARTIMPACT.

The following are subcontractors within the meaning of article 4 paragraph 8 of the GDPR: *“the natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller”*

These subcontractors may be suppliers, service providers, or even partners. SMARTIMPACT can subcontract the following services:

- Data hosting and maintenance;
- Sending postal or digital mail;
- Customer relationship management ;
- Maintenance ;
- Technical developments of marketplace products;
- Analyses ;
- Customer support,
- payment processing;

- security operations;
- The advertisement ;

In accordance with Article 28 of the GDPR, access to your Data by our subcontractors is provided for and governed by a contract. This contract which binds us with our subcontractors lists the various regulatory obligations which weigh on him in terms of the protection of Personal Data.

All service providers must adhere to strict confidentiality obligations. SMARTIMPACT ensures compliance with these requirements so that personal data is not processed for purposes other than those set out above.

SMARTIMPACT maintains a map of its subcontractors.

4.3 - Tiers

Third Parties designate all external recipients of personal data collected by the Site and Erable products. Are third parties within the meaning of article 4 paragraph 10 of the GDPR: *"a natural or legal person, a public authority, a service or a body other than the data subject, the controller, the processor and the persons who, placed under the direct authority of the controller or the processor processor, are authorized to process the personal data"*

Users' personal data is also transmitted to Third Parties such as the Bank, Insurance, lawyers, notaries, SMARTIMPACT auditors.

→ The case of Third Parties in the context of a transfer of activity:

Users' personal data may also be transmitted to third parties as part of a transfer of SMARTIMPACT's activities to a third-party company (merger, assignment, dissolution, etc.).

In such a case, the Customer will be informed in writing beforehand of such transmission of his Personal Data and will have the option of opposing this transmission.

→ The case of "Authorized Third Parties":

The personal data of Users is also accessible by public authorities which have, under legislative and regulatory provisions, the power to require organizations to transmit documents or information as part of a specific investigation mission.

The following persons are authorized third parties under article 4 paragraph 9 of the GDPR:

- Administration fiscale ;
- Social Security (anti-fraud mission);
- Justice ;
- Police, gendarmerie, bailiffs;

When required by law SMARTIMPACT may be required to disclose User data if reasonably necessary:

- To comply with a legal process, such as a court order, subpoena or search warrant, governmental or legal investigation or other legal requirement;
- To offer assistance in the prevention or detection of illegal activity (subject, in each case, to applicable law);
- To protect the safety of any person;

5 - Data transfer

We store your Personal Data in the European Union.

If the Data we collect were to be transferred to subcontractors and/or subsequent subcontractors located in countries outside the European Union (EU), we ensure beforehand that:

- The recipients are located in a country benefiting from an adequacy decision where;
- These recipients are located in the European Economic Area (EEA) where;
- Of the appropriate safeguards have been put in place (CCT, BCR etc.)

6 - Data protection

6.1 - Security measure

SMARTIMPACT undertakes to guarantee the availability, integrity and confidentiality (DIC) of the data collected, in general SMARTIMPACT implements appropriate technical and organizational measures in order to guarantee a level of security adapted to the risks.

SMARTIMPACT employees are subject to an IT charter appended to the internal regulations to ensure an appropriate level of security.

SMARTIMPACT makes its best efforts, in accordance with the rules of the art, to secure the Site and Erable products with regard to the complexity of the Internet and mobile networks. Personal data is processed in such a way as to guarantee maximum security.

To this end, SMARTIMPACT undertakes to implement the following security measures:

- Pseudonymization and encryption of personal data;
- The means to guarantee the constant confidentiality, integrity, availability and resilience of processing systems and services;
- The means to restore the availability of personal data and access to them within appropriate timeframes in the event of a physical or technical incident;
- A procedure for regularly testing, analyzing and evaluating the effectiveness of technical and organizational measures to ensure the security of the processing;

SMARTIMPACT also ensures that its subcontractors and service providers implement all appropriate security measures for the personal data they process. SMARTIMPACT undertakes to regularly analyze and assess the effectiveness of these measures.

6.2 - Data Breach

SMARTIMPACT notifies the competent supervisory authority of any data breach as soon as possible after becoming aware of it and by any means.

In the event of a risk to the availability, integrity or confidentiality of User data, SMARTIMPACT undertakes to notify the violation to the competent supervisory authority within a maximum period of 72 hours.

When the risk has serious consequences on the availability, integrity or confidentiality of data, SMARTIMPACT has the obligation, under the terms of this Policy and the regulations in force, to inform Users

7 - Obligation of SMARTIMPACT as a subcontractor

When SMARTIMPACT acts as a subcontractor on behalf of its Customers who have subscribed to a Product, its obligations are described in the general conditions of service of these marketplace products.

8 - Storage periods

Personal Data is kept for a period that does not exceed the period necessary for the purposes for which they are collected and processed.

A retention period is set according to each purpose:

Data collected	Purpose of processing	The duration of the conversation
Client	Enable the provision of services from marketplace products.	3 years after the end of the contractual relationship
	Claims management	
	After sales service	
	Contract management (subscription, order, payments and complaints).	
	Customer relationship	

	follow-up	
	Bookkeeping	10 years in the form of intermediate archiving (Commercial Code). The identity document is kept for the time necessary to verify the identity of the person. A copy of an identity document may be kept for a period of 6 years if it is necessary for the purposes of proof or to meet a legal obligation.
	Satisfaction surveys	Time needed to achieve the goal.
	Studies on the quality of marketplace products - marketplace product tests	
	Sales statistics	
Common to all Users	Creation of accounts	6 months after deletion of account or request to exercise rights.
	The management of requests to exercise the various rights of Users: rights of access, rectification, erasure, portability, opposition, and limitation.	

At the end of the planned duration, the data collected will be either:

- Deleted;
- Anonymized;
- Archived: The need must be assessed for each processing, and, for each of these phases, a sorting will be carried out between the data;

When the retention of Data is no longer justified by the management of a Customer account, a legal obligation, commercial requirements, the recognition, exercise or defense of our rights in court, or when you withdraw your consent or request it by applying one of your rights, we delete your Data in a secure way.

9 - Exercise of rights

In accordance with Articles 15 to 22 of the GDPR, any User may exercise the rights listed below by simple written request, sent by post or sent by e-mail to the following address: contact@erable.com.

In accordance with Articles 15 to 22 of the GDPR, any User may exercise the rights listed below upon simple written request, proof of identity may be requested from you if there is a serious doubt about your identity.

All requests must be clear, precise and justified. In any event, SMARTIMPACT recommends contacting the CNIL to find out more about the regulations relating to the protection of personal data, the rights of natural persons and the possibility of lodging a complaint with this authority:

<https://www.cnil.fr/fr/cnil-direct/question/adresser-une-reclamation-plainte-la-cnil-queles-conditions-et-comment>.

The rights of Users are as follows:

- Right of access: Any User may request access to their data and the right to receive a copy of their personal data.
- Rights of erasure and rectification: Any User may also request the erasure of his personal data as well as the rectification of erroneous or obsolete personal data.
- Right of opposition: Any User may oppose the processing of their personal data, in particular by withdrawing their consent to the processing of their personal data at any time.
- Right of limitation: Any User may also request the limitation of the processing carried out on his personal data. This right only applies if the User disputes the accuracy of his personal data; or in the event of unlawful processing; or if SMARTIMPACT no longer needs its personal data for the purposes of the processing but it is still necessary for it to establish, exercise or defend legal rights; or in the event of the exercise of his right of opposition during the period of verification relating to the point of knowing whether the legitimate reasons pursued by SMARTIMPACT prevail over those of the User.
- Right to portability: All Users also have the right to the portability of their data, i.e. the right to receive the data that SMARTIMPACT has in a structured, commonly used and readable format and the right to transmit this data to another controller.
- Right to define the fate of his data after death : Any User, natural person, also has the right to define directives relating to the fate of his personal data after his death.
- Right not to be subject to an automated data processing decision

10 - Cookie management policy

The website <https://app.erable.com> may ask you to accept cookies in order to guarantee you the most fluid and relevant experience possible. We explain why and how below.:

10.1 - What is a cookie?

It is a text file made up of a line of numbers and letters that can be saved in a terminal when consulting an online service with navigation software. The cookie is stored by the browser and then sent back on subsequent requests to the same web server. A cookie file allows its issuer, during its period of validity, to recognize the terminal concerned each time this terminal accesses digital content containing cookies from the same issuer.

Cookies & tracers potentially make it possible to track not only all of a user's behavior on a website but also their journeys between several sites.

Only the issuer of a cookie can read or modify the information contained therein.

10.2 - What cookies do we use and what are the purposes?

→ Essential cookies

These cookies do not collect any personal data as defined in our privacy policy. Under Article 82 of the Data Protection Act of 1978, these cookies are exempt from your consent and must be activated when using the site.

We use "google analytics" and "Hotjar" cookies to perform the following functions:

Functional cookies

Functional cookies required for technical purposes, without which the website could not function properly. They allow us to monitor the performance of our site in terms of audience, behavior and use of tools in order to improve the comfort of browsing our site.

Our service providers also use analytical solutions to help us assess the relevance of our content, what interests our users, so that we can improve the functioning of the site.

In addition to these tracking devices, we use web beacons, also known as pixel tags. These allow us to estimate the number of visitors.

Preference cookies

We also use preferences cookies to save information about the choices you have made and allow us to tailor the site to our users. Here are the use cases:

- store the contents of a shopping cart or to be invoiced to the user ;

- customization of the user interface (language, font or presentation of a service).

Authentication cookies

These cookies are required to identify the user once logged in for the duration of a session.

→ “Optional” third-party cookies

The issue and use of cookies by third parties are subject to the privacy protection policies of these third parties. We inform you of the purpose of the cookies of which we are aware and the means at your disposal to make choices with regard to these cookies but we are in no way responsible for the practices and privacy policies of these third parties.

We only use optional cookies if we have obtained your prior consent (Art. 6 (1)(a) of the General Data Protection Regulation). During your first visit to our website, a banner will appear, asking you to give us your consent to the deposit of optional cookies. If you give us your consent, we will place a cookie on your computer and the banner will not appear again as long as the cookie is active.

Consent is deemed to be given when you click the button “**Accept everything**” present on the banner. It is by this clear positive act that the cookies will be deposited on your computer, the continuation of the navigation on the site or the visit of our present policy of management of cookies does not constitute consent.

After the lifetime of the cookie expires, or if you voluntarily delete the cookie, the banner will reappear on your next visit to our website and we will again ask for your consent.

Please contact us if you would like more information at the following address:
contact@erable.com.

Social media cookies

We also use advertising targeting cookies from third parties whose purpose is to identify your areas of interest in order to send you relevant advertisements during your visit to the sites of our partners Google, Twitter, LinkedIn or in a goal of improving their services.

Advertising cookies

These cookies are used for marketing purposes to display targeted advertising, conduct market research and measure the effectiveness of an advertising campaign.

10.3 - How to prevent the use of cookies?

You can use our website without optional cookies being deposited, for this, you can oppose their deposit at any time by using the corresponding refusal option in the **"Preferences"** or by clicking on the button **"Refuse all"** of the cookies banner.

Otherwise, you can configure or completely disable the use of cookies at any time by changing your browser settings. In this case, this may lead to a restriction of functions or have adverse effects on the user-friendliness of our website.

You have several options for this depending on the configuration of your browser:

Pour Mozilla Firefox :

Choose the "tool" menu then "Options",
Click on the "privacy" icon,
Locate the "cookie" menu and select the options that concern you.

For Internet Explorer:

Choose the "Tools" (or "Tools") menu, then "Internet Options" (or "Internet Options"),
Click on the "Confidentiality" tab (or "Confidentiality"),
Select the desired level using the slider,
Use of cookies.

For Chrome:

Click on the Chrome menu icon,
Choose in the "Settings" menu,
Click on "Show advanced settings" then in the "Privacy" section, click on "content settings",
Select "Prohibit all sites from storing data",
Then "OK" to save.

For Safari on Mac:

In the Safari app on your Mac,
Choose "Safari" then "Settings", then click on "Privacy",
Click on "Manage website data",
Select one or more websites, then click on "Remove" or "Remove all".

10.4 - Modification of the Cookies Policy?

This document is subject to change, in particular when necessary to meet the obligations of the legislation on the protection of personal data.

11 - Contact

If you have any questions regarding the use of your personal data covered by this document, you can contact us at this address: contact@erable.com.

In the event of disagreement with this policy, you have the possibility of lodging a complaint with the CNIL:

- *Either online via the form accessible on the following page:* <https://www.cnil.fr/fr/plaintes>
- Either by post to the following address: CNIL, 3 Place de Fontenoy, TSA 80715, 75334 PARIS CEDEX 07.