

## **CAPSUM LEGAL NOTICES**

This website [www.capsum.net](http://www.capsum.net) (the “Site”) is owned and operated by CAPSUM, a simplified limited company (*société par actions simplifiée*) with share capital of €541,736, registered at the Marseille Company Registry under company number 508 806 080, whose head office is located at 126 Boulevard Bara Héliopolis II 13013 Marseille – France (“CAPSUM”).

- Company number (*SIRET*): 508 806 080 00042
- Intra-community VAT number: FR62 508 806 080
- Authority granting permission to operate: Marseille Commercial Court Registry - 2 rue Emile Pollak 13291 Marseille Cedex 06
- Publishing Director: Sébastien Bardon.
- Telephone: 04 96 13 00 10
- Email: [capsum@capsum.eu](mailto:capsum@capsum.eu)

The Site [www.capsum.net](http://www.capsum.net) is owned by CAPSUM.

The Site is hosted by OVH, a simplified limited company (*société par actions simplifiée*) with share capital of €10,174,560, registered at the Lille Company Registry (*RCS*) under company number 424 761 560, whose registered office is located at 2 rue Kellermann - 59100 Roubaix – France.

Telephone: +33 (0)9 72 10 10 07.

## **TERMS OF USE**

### **1. SITE ACCESS**

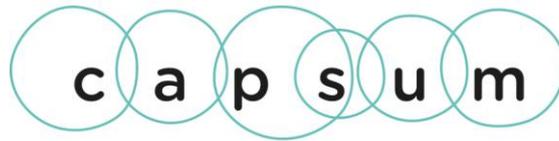
Access to the Site [www.capsum.net](http://www.capsum.net) and use of its content are subject to the terms of use set out below (the “**Terms of Use**”). By accessing and browsing the Site [www.capsum.net](http://www.capsum.net), the user accepts these Terms of Use unreservedly and agrees to comply with them.

If you do not agree to these Terms of Use, CAPSUM invites you to leave the Site. CAPSUM reserves the right to refuse access to all or part of the Site to any user who refuses to comply with these Terms of Use.

### **2. DATA PROTECTION**

Generally, you can visit the Site without having to disclose your name or provide any information personal data about yourself (“**Personal Data**”).

However, CAPSUM may sometimes ask you for information or Personal Data, particularly in the press area or when you make contact with us by email, telephone, live chat or by any other means.



For this reason, CAPSUM understands the importance of ensuring the protection and security of Personal Data and undertakes to comply with all applicable regulations, including the French Data Protection Act n°78-17 of 6 January 1978 and Regulation (EU) n°2016/679 of the European Parliament and Council of 25 April 2016, the “**GDPR**” (together the “**Applicable Legislation**”).

This article defines CAPSUM’s undertakings to protect the Personal Data. The user is notified of the procedures for collecting and using Personal Data and the options available to him in this respect.

## **2.1. Data collected, purpose and duration of processing**

- For the purposes set out below, CAPSUM may collect the following information:
  - identity (for example: surname, first name, postal address, email, telephone number, etc.),
  - where necessary, data required for loyalty development, marketing, research, surveys, etc.,
  - data about your online accounts.
- CAPSUM undertakes to respect your privacy and to protect the information that you provide. CAPSUM may use the Personal Data for commercial purposes. CAPSUM will not transfer the information you provide, except to its Affiliates if necessary.  
“Affiliate” means any company in which one Party holds 50% or more of the shares or voting rights, or has the right or power to elect the majority of members of the managing boards, or any company that may control one of the Parties by 50% or more or would have the power to elect the majority of members to the managing boards.

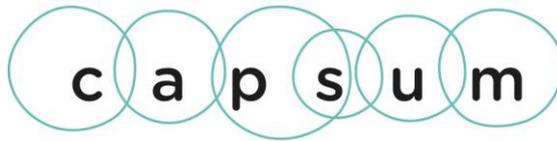
Personal Data is collected by CAPSUM for the following purposes:

- responding to your contact requests (via the contact form, by email, telephone, live chat or by any other means),
- analysing the nature of the specific information requested,
- sending personalised or advertising messages if you have given your consent,
- for loyalty development, marketing, research or surveys.

CAPSUM undertakes to collect only the Personal Data necessary to achieve each of the purposes identified above.

For this reason, the mandatory nature of providing Personal Data is indicated in the data collection forms. Certain Personal Data is necessary to respond to your requests or to comply with our legal and regulatory obligations. If you do not wish to provide this mandatory Personal Data, CAPSUM will not be able to process your request. You do not have to provide the Personal Data.

In accordance with the Applicable Legislation, CAPSUM undertakes to store your Personal Data only for the duration necessary to carry out the purposes listed in this article.



In order to calculate the retention periods, we rely on the following criteria:

- The length of time that your user account is open (if you have opened one), except if the account has been inactive for three (3) years,
- The need to keep a record of your interactions with us in order to manage our business relationship,
- Our legal or regulatory obligations.

We may archive some Personal Data in order to be able to respond to any legal action and for the period set out in the Applicable Legislation.

Your Personal Data will only be processed by the CAPSUM departments authorised by reason of their function and within the limits of their authority.

## **2.2. Personal Data transfer and third-party requests**

CAPSUM will not transfer your Personal Data to a State that is not a member of the European Union or the European Economic Area. The Personal Data is stored on servers that are located in the European Economic Area ("EEA"). However, CAPSUM may need to transfer the Personal Data to a State that is not a member of the European Union or the European Economic Area during a transfer to one of its Affiliates.

CAPSUM undertakes not to disclose the Personal Data to a third party without the user's permission but it may have to provide certain Personal Data to comply with any legal obligation or judicial or administrative decision.

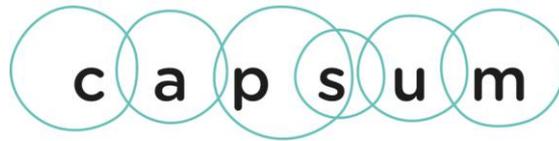
## **2.3. Personal Data Security**

CAPSUM shall implement the technical and organisational measures necessary to ensure Personal Data protection and shall provide the guarantees necessary for processing in accordance with the requirements of the Applicable Legislation.

## **2.4. Users' Rights**

In accordance with the Applicable Legislation, you have the following rights in relation to your Personal Data:

- A right to access your Personal Data, i.e. the right to obtain confirmation that the Personal Data is or is not being processed, and if it is, to access the Personal Data by means of a copy,
- A right to correct, if your Personal Data is incorrect or out of date,
- A right to erase (or a right to be forgotten) your Personal Data which may be limited to our contractual and legal obligations,



- A right to portability of your Personal Data, i.e. the right to receive the Personal Data that you have provided to us in a structured, currently used, machine readable format, in order to transfer it to another data controller,
- A right to object to the processing of your Personal Data,
- A right to restrict the processing of your Personal Data, in certain circumstances that are provided for in the Applicable Legislation.

To exercise any of your rights, you can contact us via the form accessible in the CONTACT section of the Site [www.capsu.net](http://www.capsu.net), providing proof of identity in case of doubt by CAPSUM, or by letter sent to CAPSUM's postal address: CAPSUM, 126 Boulevard Bara Heliopolis II 13013 Marseille – France.

CAPSUM undertakes to process all requests as soon as possible.

Finally, you have the right to make a complaint to a Supervisory Authority, which in France is the CNIL, regarding the processing of your Personal Data. We encourage you to contact CAPSUM before making a complaint in order to resolve the dispute amicably.

## **2.5. Personal Data Breach**

In accordance with the Applicable Legislation, CAPSUM will inform each user as soon as possible about any breach of his Personal Data that may cause an increased risk to his rights and freedoms.

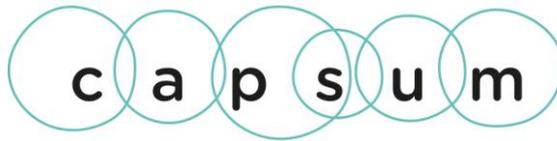
## **2.6. Data Processing**

Where necessary, CAPSUM undertakes to use data processors that provide sufficient guarantees as to the implementation of the technical and organisational measures required to meet the requirements for processing Personal Data imposed by the Applicable Legislation.

## **3. INTELLECTUAL PROPERTY**

CAPSUM informs Site users that all parts of the elements of the Site are protected by copyright legislation (in particular photographs, articles, drawings, animated sequences, videos, etc) and/or by regulations relating to rights to trademarks and/or designs and models.

The Site and all its elements, whether or not they are registered as trademarks, design or model rights or any other right, whether or not they are accompanied by the abbreviations <sup>TM</sup>, <sup>®</sup>, ou <sup>©</sup>, and including the layout and the content of all articles, logos, pictures and generally all elements and information contained on the Site, are and remain the exclusive property of CAPSUM or a third party with whom the latter has entered into an agreement permitting distribution.



For this reason, any reproduction, representation, adaptation, modification, incorporation, translation, commercialisation, wholly or in part by any process (paper, digital, etc.) of the Site and/or any part of it, is prohibited, without the prior written consent of CAPSUM, apart from the exceptions set out in article L.122.5 of the Intellectual Property Code; doing so will constitute a breach of copyright and/or unfair competition.

#### **4. LIMITATION OF LIABILITY**

To the best of its ability, CAPSUM undertakes to ensure, the accuracy and update of the information disseminated on the Site, the content of which it reserves the right to amend at any time without notice. However, CAPSUM cannot guarantee the accuracy, precision or completeness of the information made available on the Site, the provision of which does not constitute a guarantee or undertaking on the part of CAPSUM in respect of the user.

You use the Site entirely at your own risk. CAPSUM cannot be held responsible for any direct or indirect loss, whatever the cause, origin, nature and consequences, such as material damage, loss of data or programs and financial loss, arising from use of the Site or sites which are linked to it.

CAPSUM shall endeavour where possible to ensure that users may access the Site at all times.

At no time does CAPSUM undertake to provide continuous access to the Site free of any malfunction. Malfunction means any technical or computer difficulties linked to the structure of communication networks or maintenance operations and/or resulting from a force majeure event.

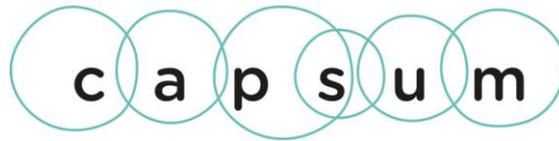
The Site user accepts that these difficulties may occur when connecting to the Site. CAPSUM cannot be held liable for the non-availability of the Site or malfunction for any reason whatsoever.

The hyperlinks on the Site may take the user to external websites the content of which CAPSUM shall in no way be liable for.

#### **5. UPDATES**

CAPSUM reserves the right to modify and/or update without notice these Terms of Use and all information, products, etc. on the Site, whatever their nature. All modifications are binding on Site users.

It is therefore advised that users refer regularly to the latest version of the Terms of Use. If you continue to use this Site after the Terms of Use have been modified, you are deemed to have agreed to the revised Terms of Use.



## 6. SEVERABILITY

If any provision of these Terms of Use is invalid or declared unenforceable, in whole or in part, under current laws and regulations, it shall be excluded from these Terms of Use without affecting the validity and applicability of all other provisions.

## 7. GOVERNING LAW AND JURISDICTION

The Site and these Terms of Use are subject to French law. CAPSUM and the user undertake in the first instant to find an amicable solution to resolve any disputes that may arise between them. In the absence of an agreement, the competent courts of the Court of Appel (*Cour d'Appel*) of Aix-en-Provence shall have exclusive jurisdiction.

For any questions that the user may have about the use of the Site and/or these Legal Notices and Terms of Use and for any request that it may wish to address to CAPSUM, he may send a message in the "CONTACT" section of the Site [www.capsun.net](http://www.capsun.net) and/or send an email to: [capsun@capsun.eu](mailto:capsun@capsun.eu).