

Privacy Policy **ANKORSTORE platform**

Last updated on: May the 4th 2020

1. Preamble

ANKORSTORE is concerned with the privacy of the ANKORSTORE platform (the **"Platform"**) members, and uses its best efforts to protect it. In particular, ANKORSTORE undertakes to ensure a level of protection of personal data that is in accordance with the General Data Protection Regulation (**"GDPR"**), including any French laws and regulations implementing, complementing or replacing the GDPR, where appropriate.

ANKORSTORE collects and processes personal data relating to the Members. "Members" designate the users, who have registered with the Platform, and which registration was approved by ANKORSTORE. This privacy policy (the **"Privacy Policy"**) describes how the personal data relating to the Members will be collected and processed.

The personal data shall be processed by ANKORSTORE SAS, a *société par actions simplifiée* subject to French law, with a share capital of 1,000 euros, registered with the Register of Companies in Paris as company No. 852 870 658, and which registered office is at 101 rue de Sèvres, 75006 Paris, France (hereinafter **"ANKORSTORE"**).

ANKORSTORE also collects data relating to the Members, and more generally to the Platform users, by means of cookies, as described in more detail in ANKORSTORE's cookie policy.

2. Which personal data does ANKORSTORE collect?

ANKORSTORE collects personal data directly from each Member when he/she registers with the Platform. ANKORSTORE notably collects:

- data relating to his/her registration: his/her login, alias, and e-mail address (the password, if collected, is then encrypted in a non-reversible manner (hashing), and is not collected as such);
- data relating to the profile of a Member who is an *auto-entrepreneur* or is a one-person business: its registered name, his/her full name, his/her registration number where appropriate, VAT number, registered address, contact details (telephone number, e-mail address), Instagram username, a copy of the legal representative's identity card or passport;
- if the Member is a legal entity, data relating to the contact persons within the Member: the full name of a contact person who is an individual, the full name of the legal representatives or of any person who is duly authorised to make commitments on behalf of the Member, and their respective contact details (telephone number, e-mail address);
- data relating to any orders for products that were placed through the Platform: product(s) purchased, transaction number, address for deliveries, etc.;
- bank details: bank details and SEPA direct debit mandate.

Other data will be collected directly from each Member during the use of the Platform, or when the Member communicates through the Platform. These data include, notably:

- information given by a Member when he/she publishes an opinion on the Platform;
- communication between Members (content of the communication, nature of the complaint, returned products, etc.);
- data relating to the consultation of any e-mails sent by ANKORSTORE to the Members (administrative e-mails or canvassing e-mails);

The data collected for the purposes of performing the terms and conditions of use, complying with our statutory or regulatory obligations, or the data that are necessary to enter into the terms and conditions of use, are data which provision is compulsory. If such data are not provided, ANKORSTORE will not be in a position to make all of the Platform functionalities available.

3. Purposes of and lawful bases for the collection of the personal data of the Members by ANKORSTORE – Data retention periods

ANKORSTORE collects the personal data relating to Members, which are listed in article 2, in order to provide the best service possible to Members. The below table gives the Members an overview of how their personal data shall be processed in the context of their use of the Platform.

| Data collected | Purposes | Lawful bases | Retention period |
|---|--|--|---|
| Data relating to his/her registration; Data relating to the profile of a member who is an <i>auto-entrepreneur</i> | Member Account management and administration; making available the connection and intermediation service | The performance of the contract entered into between ANKORSTORE and the Member, i.e. the ANKORSTORE terms and conditions of use, and the legitimate interests pursued by ANKORSTORE, i.e. providing the Platform functionalities | Period for which the Member remains a registered Member; the data are then archived for the duration of the statutory time limitation |
| Data relating to his/her registration; Data relating to the profile of a member who is an <i>auto-entrepreneur</i> | Managing the contractual relationship with the Member (confirmation of the Member's registration, billing for and on behalf of the Member, etc.) | The performance of the contract entered into between ANKORSTORE and the Member, i.e. the ANKORSTORE terms and conditions of use, and the legitimate interests pursued by ANKORSTORE, i.e. providing the Platform functionalities | Period for which the Member remains a registered Member; the data are then archived for the duration of the statutory time limitation |
| Data relating to any orders for products that were placed through the Platform; Bank account details | Tax and accounting obligations | Compliance with a legal obligation to store the data | Duration prescribed by law for the retention of tax and accounting documents |
| Data relating to any orders for products that were placed through the Platform ; Data relating to his/her registration; Data relating to the profile of a member who is an <i>auto-entrepreneur</i> | Handling pre-litigation and litigation matters | ANKORSTORE's legitimate interest to prove a right or a contract | Duration of the related statutory time limitation |

| | | | |
|---|---|--|---|
| Data relating to his/her registration; if the Member is a legal entity, data relating to the contact persons within the Member | Conducting satisfaction surveys to as to improve the level of service supplied to the Member and his experience on the Platform | Legitimate interest pursued by ANKORSTORE so as to improve the level of service supplied to the Member | Period for which the Member remains a registered Member; the data are then archived for the duration of the statutory time limitation |
| Data relating to his/her registration; if the Member is a legal entity, data relating to the contact persons within the Member | Direct marketing aimed at professionals (sending of newsletters) | Legitimate interest pursued by ANKORSTORE | 3 years after the last contact with the Member, or any other duration required by law |
| Bank account details | Preventing and fighting bank fraud | Legal obligation, legitimate interest | Duration of the legal obligation |

4. The recipients of the personal data

The personal data collected and processed by ANKORSTORE may be disclosed to the following recipients or categories of recipients:

- to individuals authorised by ANKORSTORE to process the personal data of Members, and who have first signed a non-disclosure agreement, including to ANKORSTORE employees;
- to the other Members: the personal data of a Member, who placed an order with another Member through the Platform, will be disclosed to that other Member. Each of these Members acts as a separate data controller;
- to the carriers, who will act under the responsibility of the Member shipping the order;
- to the providers of services, to whom ANKORSTORE subcontracts all or part of the processing activities carried out by ANKORSTORE in relation to the personal data of Members, including:
 - the payment service provider, in relation to secure online payment transactions: company STRIPE;
 - the host of the Platform and data;
 - the Platform maintenance service provider;
 - the e-mailing service provider, in relation to the sending of transactional e-mails relating to the orders placed through the Platform;
 - the e-mailing service provider, in relation to the sending of newsletters.

The subcontractors, which ANKORSTORE shall use, provide sufficient guarantees as required by the applicable data protection regulations. These subcontractors only have access to the data that are necessary to the performance of their tasks, and they are not authorised to process the data of Members for any other purposes. These subcontractors are:

- ANKORSTORE's financial partner, i.e. Alma, which acts as a separate data controller;
- STRIPE, a payment service provider which acts as a separate data controller, so that this provider can comply with its legal and regulatory obligations;
- ANKORSTORE's external counsels and advisors: lawyers, accountants, statutory auditors, etc., which are bound by an obligation of secrecy;
- authorities: the personal data of Members may be disclosed to the competent authorities pursuant to a law and/or a court ruling;
- any third party, in the event of a merger by way of acquisition, the assignment of all or part of assets, a direct or indirect change of control, or any other form of restructuring implemented by ANKORSTORE.

The Members shall have the right to object at any time to the disclosure of his/her data to Alma and STRIPE.

5. Data retention period

ANKORSTORE shall store the personal data of the Members only for the duration that is strictly necessary for the purposes listed in article 3.

The data of the Members shall then be archived, with restricted access, for an additional duration so that ANKORSTORE can comply with its legal and/or regulatory obligations in relating to the archiving and retention of data. On the expiry of this additional duration, the data of the Members shall be permanently deleted from ANKOSTORE's databases.

6. The rights of the Members

The Members shall have a right of access, a right to rectification, a right to erasure, and a right to the portability of their personal data, as well as a right to object to the processing of their personal data, the right to withdraw their consent and a right to restriction of processing, in the conditions set out by applicable regulations.

The Members may at any time object to the processing of their data for direct marketing purposes or in accordance with applicable regulations.

The Members may send their request to ANKORSTORE:

- in writing, to the following address: ANKORSTORE SAS, 101 rue de Sèvres, 75006 Paris, France;
- by e-mail, to: info@ankorstore.com.

If a Member considers that his/her rights were infringed, this Member has the right to lodge a complaint with the French data protection authority i.e. *Commission nationale informatique et libertés* (CNIL), or with any other competent authority.

7. Transfers of personal data outside the European Union

No personal data of the Members will be transferred outside the European Union. In particular, the personal data of the Members shall be hosted within the European Union.

8. Changes to this Privacy Policy

ANKORSTORE reserves the right to amend and/or update this Privacy Policy, in which case the Member will be duly informed of such amendment or updating. The revised Privacy Policy shall be published on the Platform with an indication of the date it was last updated on.