

# TERMS OF USE

## Article 1 - Terms and Conditions jurisdiction and definitions

These Terms and Conditions of Use and Sale are governed by the laws of France and will be interpreted in accordance with the French courts. You can get on this page, for your reading comfort and understanding, a full translation in English of the Terms and Conditions of the current website.

The below listed words define :

- « **Site** », « **website** » or « **Service** » : the website <https://conf.app> and all its pages.
- « **Publisher** » : the legal or natural person responsible for editing and publishing content on the site.
- « **User** » : the person visiting and using the site.

## Article 2 - Terms and Conditions application

The present Terms and Conditions describe the entire agreement between the user and the website. They may be modified at any time by the publisher or one of its representative. **The Terms and Conditions applicable to the user are those in effect on the date of the connection to the site.**

The site is free to access by any Internet user. The acquisition of a product, creation of an account on the site, and in a broader sense navigation on the site implies acceptance by the user of the whole current Terms and Conditions, the user thus acknowledging to have taken full knowledge and accepted the latter.

For instance the collection of this acceptance can be materialized as a checkbox next to the sentence: "*I have read and accepted the terms and conditions of this site*". Ticking this box will be considered to have the same value as a handwritten signature from the user.

The user recognizes the value of evidence from the site automatic recording systems and, unless able to provide evidence to the contrary, will not contest this evidence in the event of a complaint.

The acceptance of these Terms and Conditions implies on the part of the user that he or she does have the legal capacity necessary to do so. If the user is a minor or has not the legal capacity to enter into contracts, he or she declares having the consent of a parent or legal guardian.

## Article 3 - Legal Notices, Privacy Policy and site purpose

The website <https://conf.app> is published by 12Planet SARL.

Legal notices concerning the website host and publisher can be found in the website Legal Notices ; web site policy regarding the gathering and use of its users data can be found in the website Privacy Policy.

The purpose of the site is the following : « commercial website ».

## Article 4 - Member account

The registered user on the website (member) has the ability to access his or her account by logging in, using the e-mail address specified during registration and a password or using third-party social network login buttons. The user is responsible for protecting the password he or she has chosen, and is encouraged to use complex passwords. In case of forgotten password, the member can choose or generate a new one. This password is the guarantee of confidentiality of information contained in the user account, and the user will refrain from transmitting or communicating it to third parties. Otherwise, the site will not be held liable for unauthorized access to a user account.

Creating an account is a prerequisite to any member contribution on this site. To this purpose, the member can be asked to provide a few personal information. The member agrees to provide accurate information.

Data collection purpose is the creation of a member account. The site publisher can not be held responsible if the data contained in the account were to disappear as a result of a technical failure or force majeure event, this information having no probative value, but only an informative one. The account pages are freely printable by the given account holder but cannot be taken as evidence ; they only have informative value and aim to effectively help the member to manage his or her contributions.

Members are free to delete their account on the site. In order to do so, the member can send a e-mail to the [contact@conf.app](mailto:contact@conf.app) stating that he or she wants to delete the account. No data recovery is possible after account deletion.

The publisher reserves the exclusive right to delete the account of any member who may have breached these Terms and Conditions, including but not limited to knowingly providing false information during the user registration and the creation of an account, or if the member has been inactive on the site for at least a year. Said deletion cannot be considered harmful to the excluded member, who can not claim any compensation for this the account deletion. This deletion does not prevent the publisher to initiate legal actions or a lawsuit against the member, should the facts warrant it.

## **Article 5 - Access to and availability of the website**

Failure to connect to the website is not considered harmful to the users, and will not result in any right to any kind of compensation.

The publisher is bound by an obligation of means; he can not be held liable for damages resulting from the use of the Internet network such as data loss, hacking, viruses, failure in service, or other.

The user expressly agrees to use the site at his or her own risk and under his or her sole responsibility.

The site provides the user with indicative information and flaws, errors, omissions, misstatements and other ambivalences may exist. In any event the publisher will no be liable for :

- any direct or indirect damage, including but not limited to lost profits, revenue shortfall, loss of customers or data that may result from the use of this site or conversely the inability to use it;
- any malfunction, impossibility of access, misuse, improper configuration of the user's computer, or for the use by the user of an unusual browser

## **Article 6 - Hypertext links**

Hypertext links on the current website may refer to other sites and the responsibility of the publisher of the current website can not be engaged if the content of these sites contravenes the laws.

The current website publisher will not be held responsible of any harm caused to the user by his or her visit on those third-party sites.

## **Article 7 - Use of cookies**

Cookies allow the site to identify its users, customize their browsing experience and speed up the display of the site pages through a data file saved on their computer or device. Cookies are typically used on the site to 1) gather user navigation data to provide analytics and optimize user experience and 2) allow the user to log in to and access password-protected pages, including but not limited to his or her account pages.

The user acknowledges he or she has been informed of the use of cookies on the website, and authorizes the website and its publisher to use it. 12Planet agrees to never disclose the content of these cookies to third parties, except in the course of legal proceedings. The user can refuse the use of cookies or configure his or her browser to be notified prior to their use. To do this, the user can proceed as follows :

- For Internet Explorer : <https://support.microsoft.com/en-us/help/17442/windows-internet-explorer-delete-manage-cookies>
- For Safari : <https://support.apple.com/en-us/HT201265>
- For Google Chrome : <https://support.google.com/chrome/answer/95647?hl=en>
- For Firefox : <https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences>
- For Opera : <http://help.opera.com/Windows/10.20/en/cookies.html>

## **Article 8 - Intellectual property rights relating to information published on this site**

Unless otherwise stated, the publisher or its licensors own the intellectual property rights of the website and of material on the website.

**Copying any content, including but not limited to logos, text content, pictures or videos is strictly prohibited and will be considered counterfeiting.**

Any user found guilty of counterfeiting would likely see his or her account deleted without notice or compensation, this deletion not preventing the publisher or its representative to initiate legal actions or a lawsuit against the member, should the facts warrant it.

Trademarks and logos appearing on the site are deposited by the publisher or possibly by one of its partners. As such, any person proceeding to their representations, reproductions, interweavings, distribution and reruns incurs to penalties foreseen in the articles L. 713-2 and following of the French Code of the intellectual property.

## **Article 9 - Liability**

The publisher cannot be liable for any technical hindrance of the connection to the website, including but not limited to hindrance due to a force majeure event, a maintenance, an update, changes being made on the site, an intervention by the hosting company, an internal or external strike, a network outage, a power failure, or a bad setup or operation of the user computer.

## **Article 10 - Notices and claims**

Any notice concerning the Terms and Conditions, Legal Notices or Privacy Policy must be made in writing and delivered by hand, by registered or certified mail, by post or any other well-known courier service at national level that allows regular review of its prices and conditions, or by e-mail, using the addresses mentioned in the Legal Notices of this website, stating your full name, contact details and subject of the notice.

Any claim or cause of action you may have with respect to your use of this website, its pages, services or the social network pages of the publisher, or which is the subject of these Terms and Conditions must be commenced within one (1) year after the claim or cause of action arises. If it is not, such a claim or cause of action will never be applicable before a court.

It is possible that there are, on the whole website and the services offered, and to a limited extent, inaccuracies or errors, or information that is at odds with the Terms and Conditions, Legal Notices or Privacy Policy. In addition, it is possible that unauthorized modifications happen to be made by third parties on this site or related services (social networks ...).

In such a case the user may contact the publisher of the website using the addresses mentioned in the Legal Notices of this website, to give, if possible, a description of the error and location (URL), as well as sufficient information for the publisher to be able to contact the user back.

## **Article 11 - Terms and Conditions framework**

If any of these terms and conditions should be declared null and void by a court, such nullity shall not extend to any other clauses, which continue to be in effect.

They supersede all previous or contemporary written or oral agreements. The Terms and Conditions are not assignable, transferable or sublicensable by the user himself.

A printed version of the Terms and any notice given in electronic form may be requested in judicial or administrative proceedings in connection with the terms and conditions. The parties agree that all correspondence relating to these Terms of Use, shall be in the French language.

## **Article 12 - Applicable law**

These Terms and Conditions are subject to the application of French law.

Excepting public policy provisions, any dispute that may arise regarding the execution of these Terms and Conditions may be submitted to the discretion of the publisher with a view to a friendly settlement, before any legal proceedings

It is expressly stated that the claims for friendly settlements do not suspend nor set aside the deadlines fixed for instigating legal proceedings.

Unless otherwise provided by public policy provisions, any legal proceedings regarding the execution of this contract shall be subject to the jurisdiction of the Court of Appeal that has been referred to.

# TERMS OF SALE

## Article 1 - Terms of Sale jurisdiction and definitions

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The below listed words define :

- « **Site** » or « **website** » : the website <https://conf.app> and all its pages.
- « **Publisher** » : the legal or natural person responsible for editing and publishing content on the site.
- « **User** » : the person visiting and using the site.
- « **Products** » : all goods (both physical and intangible) and services that it is possible to buy or to which it is possible to subscribe to on the site.
- « **Customer** » : the user buying a product or service on the site.
- « **Consumer** » : as defined in the European Directive on Consumer Rights, « *natural persons who are acting outside their trade, business, craft or profession* »

## Article 2 - Terms of Sale application and site purpose

The present Terms of Sale describe the entire agreement between and the website and the customer. They may be modified at any time by the publisher or one of its representative. **The Terms of Sale applicable to the user are those in effect on the date of the connection to the site.**

Legal mentions concerning the website host and publisher can be found in the website Legal Notices ; web site policy regarding the gathering and use of its users data can be found in the website Privacy Policy.

The following products are sold on the site : "commercial website".

The site is free to access by any Internet user. The acquisition of a product, creation of an account on the site, and in a broader sense navigation on the site implies acceptance by the user of the whole current Terms of Sale, the user thus acknowledging to have taken full knowledge and accepted the latter. For instance the collection of this acceptance can be materialized as a checkbox next to the sentence: "*I have read and accepted the terms and conditions of this site*". Ticking this box will be considered to have the same value as a handwritten signature from the user.

The user recognizes the value of evidence from the site automatic recording systems and, unless able to provide evidence to the contrary, will not contest this evidence in the event of a complaint.

The acceptance of these Terms of Sale implies on the part of the user that he or she does have the legal capacity necessary to do so. If the user is a minor or has not the legal capacity to enter into contracts, he or she declares having the consent of a parent or legal guardian.

## Article 3 - Member account

Creating an account is a prerequisite to the placing of any order on this site. To this purpose, the member can be asked to provide a few personal information. The member agrees to provide accurate information and to notify any relevant change to the Publisher.

The registered user on the website (member) has the ability to access his or her account by logging in, using the e-mail address specified during registration and a password or using third-party social network login buttons. The user is responsible for protecting the password he or she has chosen, and is encouraged to use complex passwords. In case of forgotten password, the member can choose or generate a new one. This password is the guarantee of confidentiality of information contained in the user account, and the user will refrain from transmitting or communicating it to third parties. Otherwise, the site will not be held liable for unauthorized access to a user account.

Data collection purpose is the creation of a member account ; this account allows the customer to check all orders made on the site with the account. The site publisher can not be held responsible if the data contained in the account were to disappear as a result of a technical failure or force majeure event, this information having no probative value, but only an informative one. The account pages are freely printable by the given account holder but cannot be taken as evidence ; they only have informative value and aim to effectively help the member to manage his or her orders or contributions.

Members are free to delete their account on the site. In order to do so, the member can send a e-mail to the website stating that he or she wants to delete the account. No data recovery is possible after account deletion.

The publisher reserves the exclusive right to delete the account of any member who may have breached the Terms and Conditions of the site, including but not limited to the following cases :

- the member has knowingly provided false information during his or her registration and the creation of an account
- the member has been inactive on the site for at least a year

Said deletion cannot be considered harmful to the excluded member, who can not claim any compensation for this the account deletion. This deletion does not prevent the publisher to initiate legal actions or a lawsuit against the member, should the facts warrant it.

## **Article 4 - Order placing and purchasing process**

The goods and services offered are those listed in the catalog published on the site. These products are offered subject to stock availability. Each product is listed along with a description provided by the publisher based on descriptions provided by the supplier.

The product images and information texts available reflect the product as much as possible but the publisher cannot guarantee that all pictures accurately reflect the true appearance of the products.

The "Basket" will be defined as an immaterial container with all the goods or services selected by the user for a purchase by clicking on them.

As soon as the user deems to have selected and added to the basket all the products he or she wish to buy, the user will have the possibility to access the basket by clicking on a link or button provided for this purpose, and where he or she can confirm the order. The user will then be redirected to a summary page on which the number, characteristics and unit price of the ordered products will be listed for he or she to review.

If the user wishes to confirm the order, he or she must tick the dedicated checkbox to show acceptance of these Terms of Sale and hit the submit button. The user will then be redirected to a page where he or she will fill the order form fields by entering some personal data necessary to the placing of the order.

Once the user has completed and submitted the form, he or she will be redirected to the online payment page where the user can make online payments by credit card or by bank transfers, or will access the required information to send a bank check.

An e-mail will shortly be sent to the user, confirming the order and listing its specifics and price.

Sold products remain the property of the seller until full payment of their price, in accordance to the present title retention clause.

## **Article 5 - Prices and payment process**

The prices listed in the catalog are prices shown in Euros including taxes (TTC), and based on the applicable VAT on the day of the order.

12Planet reserves the right to change prices at any time. However, only the price appearing in the catalog on the day of the order shall be applicable to the buyer.

The user can place order on this site and pay by credit card. The credit card payments are made through secure transactions provided by an online payment platform provider.

This site has no access to any user payments data. Payment is made directly to the bank or online payment platform provider. If the user is paying by bank check or transfer, delivery time periods defined in these Terms of Sale shall only run from the date the seller actually receives the payment, the seller having full choice of means to prove this date. Product stock availability is listed on the site, in the description of each item.

The publisher will archive purchase orders and invoices on a reliable and durable medium, as a true copy. Digital records will be considered by both parties as proof of communications, orders, payments and transactions between them.

## **Article 6 - Model withdrawal form**

Pursuant to article L.221-18 and following of the French Code de la Consommation, the buyer can wait up to fourteen (14) working days from the date of order delivery to return any product that does not suit him or her and to ask for an exchange or refund without penalty, except for return shipping costs, within 14 working days of his or her request.

The product must be returned in perfect condition and the undamaged original packaging. If applicable, it must be returned along with all its accessories. The return costs in case of withdrawal must be paid by the buyer, and it is advised from the buyer to return the product through a tracked parcel.

If the above terms are not met, the buyer will lose his right of withdrawal and the product will be returned to him or her at his or her expense.

This following model can be used by any consumer (non-professional) customer, within the limits and conditions stated in the present Terms and Conditions of Sale, to ask for a withdrawal from any contract with 12Planet concluded when placing an order on the website.

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To: 12Planet SARL, 34 Boulevard des italiens 75009 Paris

I/We\* hereby give notice that I/We\* withdraw from my/our\* contract of sale of the following goods\*/provision of the following service\*

Ordered on\*/received on\*

Name of consumer

Address of consumer(s)

Signature of consumer(s) (only if this form is notified in writing)

Date

\*Delete as appropriate.

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## **Article 7 - Products warranty**

All products purchased on this website are protected by the following legal guarantees (French Code Civil) ;

### **Guarantee of conformity**

According to Articles L.217-4 and following of the French Code de la Consommation, the seller must deliver goods in conformity with the contract and is responsible for defects existing during product delivery. The guarantee of conformity may be exercised if a defect were to exist on product delivery, or if the defect appears within 24 months following the delivery date (6 months if the order was placed before March 18th, 2016 or the item sold is a used one).

However, after this period of 24 months (6 months if the order was placed before March 18th, 2016 or the item sold is a used one), it will be up to the customer to prove that the defect existed at the time of delivery.

### **Hidden defects guarantee**

According to Articles 1641 to 1649 of the French Code Civil, the customer may request the exercise of a hidden defects guarantee if the considered defects do not appear at the time of delivery, predated the purchase (and therefore does not result from normal wear of the product, for example) and be serious enough (the defect must render the product unfit for the use for which it is intended, or hinder this use to such an extent that the buyer would not have bought the product or would not have purchased it at such a price if he or she had known the default).

In case of non-conformity of a product sold on the site, it can be returned to the publisher who will refund or exchange it. If a product exchange is not possible (e.g. obsolete or out of stock product) the buyer will be reimbursed by bank check for the amount of the order minus the carrier costs related the sending of the initial order.

## **Article 8 - Customer service**

The site customer service is available by e-mail at the following address: [lj@livee.com](mailto:lj@livee.com) or through mail at this address 34 Boulevard des italiens, 75009 Paris in case of which the publisher agrees to provide a response within 7 days.

## **Article 9 - Liability**

The publisher can not be held liable for breach of contract due to a force majeure event, including but not limited to total or partial strike of postal services, carriers, or disasters caused by floods or fires. Regarding purchased products, 12Planet shall not be liable for any consequential damages because of present, trading loss, operating loss, loss of profit, damage or expense that might arise.

The choice and purchase of a product are under the sole responsibility of the customer. The total or partial inability to use such product due to incompatibility of equipment cannot lead to any compensation, reimbursement or questioning the responsibility of the publisher, except in the case of a proven hidden defect, non-compliance, damaged good, or genuine exercise of rights of withdrawal (if the customer is not a professional and withdrawal right is applicable to the contract, according to the article L.221-18 and following of the French Code de la consommation).

The user expressly agrees to use the site at his or her own risk and under his or her sole responsibility. The site provides the user with indicative information and flaws, errors, omissions, misstatements and other ambivalences may exist. In any event the publisher will not be liable for :

- any direct or indirect damage, including but not limited to lost profits, revenue shortfall, loss of customers or data that may result from the use of this site or conversely the inability to use it;
- any malfunction, impossibility of access, misuse, improper configuration of the user's computer, or for the use by the user of an unusual browser;
- the advertisements content and other links or external sources the user may access through the site.

The photographs and visual products presented on the site have no contractual value, the responsibility of the publisher of this site can not be engaged if product specifics are different from their displays on the site, or if they are incorrect or incomplete.

## **Article 10 - Intellectual property rights relating to information published on this site**

Unless otherwise stated, the publisher or its licensors own the intellectual property rights of the website and of material on the website.

**Copying any content, including but not limited to logos, text content, pictures or videos is strictly prohibited and will be considered counterfeiting.**

Any user found guilty of counterfeiting would likely see his or her account deleted without notice or compensation, this deletion not preventing the publisher or its representative to initiate legal actions or a lawsuit against the member, should the facts warrant it.

Trademarks and logos appearing on the site are deposited by the publisher or possibly by one of its partners. As such, any person proceeding to their representations, reproductions, interweavings, distribution and reruns incurs to penalties foreseen in the articles L. 713-2 and following of the French Code of the intellectual property.

## **Article 11 - Terms of Sale framework**

If any of these terms and conditions should be declared null and void by a court, such nullity shall not extend to any other clauses, which continue to be in effect. The present Terms of Sale describe the entire agreement between the user and the website. They supersede all previous or contemporary written or oral agreements. The Terms of Sale are not assignable, transferable or sublicensable by the user himself.

A printed version of the Terms of Sale and any notice given in electronic form may be requested in judicial or administrative proceedings in connection with the terms and conditions. The parties agree that all correspondence relating to these Terms of Sale, shall be in the French language.

## **Article 12 - Eligible law and consumer mediation**

These Terms of Sale are subject to the application of French law.

Excepting public policy provisions, any dispute that may arise regarding the execution of these Terms of Sale may be submitted to the discretion of the publisher with a view to a friendly settlement, before any legal proceedings.

It is expressly stated that the claims for friendly settlements do not suspend nor set aside the deadlines fixed for instigating legal proceedings. Unless otherwise provided by public policy provisions, any legal proceedings regarding the execution of this contract shall be subject to the jurisdiction of the Court of Appeal that has been referred to.

## **Consumer mediation**

As required in the article L.612-1 of the French Code de la consommation, 12Planet SARL guarantees that the customer can seek a free-of-charge consumer mediation for the amicable resolution of any dispute with the publisher.

12Planet SARL offers its nonprofessional customers the mediation of the following mediator :

- Médiateur du centre de médiation agréé Médicys
- [contact@medicys.fr](mailto:contact@medicys.fr)
- <http://www.medicys.fr/index.php/consommateurs/>

Mediation is not mandatory but only offered to allow informal resolution of disputes and avoid unnecessary litigation.

# CONFIDENTIALITY AND DATA PROTECTION POLICY

We are committed to protecting and respecting your privacy. This Policy sets out the the basis on which any personal data that we collect from you, or that you provide us with, are processed on our website.

## DEFINITION OF TERMS

In the following:

- **'Personal data'** means "all information about a person whose name is disclosed or data that allow one to identify a person whether directly or indirectly, through an identification number, or through several specific elements", according to the definition provided in the French law (loi informatique et libertés dated January 6th, 1978)
- **'Website'** or **'service'** means the website <https://conf.app> as well as all the all web pages it includes
- **'The Editor'** or **'us'** means 12Planet, the legal entity or person responsible for the content of the website.
- **'User'** or **'you'** means the person visiting the website and making use of the service offered.

## 1 - Introduction and role of the confidentiality policy

The objective of this policy is to inform you of our commitment to protect your privacy and the confidentiality of all personal data we record to allow you to benefit from our service.

It is capital for you to read our Privacy Policy and understand the way we use your personal data, as well as the reasons behind their use.

When you sign in on the website, you in fact commit to give us true information at all times. Recording false information directly goes against our Terms and Conditions of Use.

Please note that our Privacy Policy may be updated at any point in time we judge necessary, as to comply with the evolution of the applicable laws, and of the technology we use. We will clearly mention any new update to our users as well as the date of applicability of the updated policy, directly on the website.

These updates will be valid and applicable from the day they are made live, and therefore we encourage all our users to refer to our Privacy Policy regularly so as to be informed of the most recent update.

You will also find in our Privacy Policy a clear description of your rights regarding the protection of all personal data provided, and the protection granted by the laws and regulations in place.

If you have questions regarding our Privacy Policy, or if you feel you need to defend your rights as per Article 10 of this Policy, please contact us sending an e-mail to: [contact@conf.app](mailto:contact@conf.app) or a letter to the following address: 35 boulevard des Italiens, 75009 , Paris (FRANCE)

## 2 - Data recorded on our website

By using our website, and filling in our electronic forms, you are voluntarily providing personal data that will be processed by us in the manner and for the purposes described in the following.

For some of the specific services offered on our website you may even need provide information to a third party, one of our partners; when their services are specifically required for example when making a payment. We do not have any access to the payment information, this sensitive data must be processed according to its specific nature, governed by the third party's policy in the strictest confidentiality. We encourage you to read their policy on their website before using their platform to fill in your personal data.

Your IP address (Internet Protocol, a logical numeric address assigned to every single device when it is connected to the internet) is automatically detected and recorded. You are informed through our Cookie Policy that our service is most likely to automatically track your online activity. You can easily avoid this, using your browser settings, as indicated in our Terms and Conditions of use.

The website <https://conf.app> is accessible even without providing any personal data. You are under absolutely no obligation to provide any data if you do not feel comfortable doing so. However if you were to not provide all required informations, you would not be eligible to benefit from our services fully or would not be able to access part of the information displayed on our website.

We gather, process and use aggregated data such as statistics or demographic data. These, although they are gathered from among your personal data are not directly linked to your identity and therefore are not included in the definition of personal data given by law. For example we are able to aggregate your user data to calculate what percentage of our users have accessed each page of our website. We can therefore focus our efforts and offer services that remain relevant for our users.

in order to provide the best possible services and contents, the website <https://conf.app> uses Google Analytics. Google Analytics does not track your use of the internet outside of the boundaries of our website. Google Analytics does not access any of the personal data you have provided on the website, nor can it process these.

None of the data processed on our website are of sensitive nature.

All personal details our Users provide when signing in are kept in compliance with the effective laws and regulations (loi informatique et liberté dated January 6th, 1978). According to said law, our users have a right to access, remove, update or correct the data they have provided. To do so they may place a request using the following e-mail address : [contact@conf.app](mailto:contact@conf.app) or place a request in writing and send it to the following address: 35 boulevard des Italiens, 75009 , Paris (FRANCE).

To process the personal data of the User, it is not necessary for the Editor to make an official declaration to the French authority for the protection of personal data (Commission Nationale de l'Informatique et des Libertés - CNIL)

### **3 - Processing your personal data**

" 12Planet as a registered company, is responsible for processing your personal data. The company's main office is registered at 34 boulevard des italiens, 75009 Paris (FRANCE)"

### **4 - Purpose of personal data collection**

The mandatory fields on the forms displayed on our website need to be filled with the correct, up to date information. Only then will you benefit fully from the service provided on our website.

- Our website collects and processes the data provided by its users in order to provide the necessary services or the information you subscribed to, such as: To help during you're utilization of the app .

- Our website collects and processes the data provided by its users we gather information with the aim of continued improvements on our website, to ensure the products and services we are offering remain relevant (including the use of cookies).
- Our website collects and processes the data provided by its users in order to be able to contact you for a follow up on: selling project.

## 5 - Recipients and use of the data collected

The Data collected by us are processed for the purposes of performing the operations on the contents of the Service. Les Données collectées par nos soins sont traitées pour les besoins d'exécution des opérations sur les contenus du Service.

You may receive emails from our Service, including newsletters that you have accepted. You can ask to no longer receive these emails by contacting us at the address [contact@conf.app](mailto:contact@conf.app) or clicking the link provided for this purpose in each email that will be sent to you.

Only 12Planet is the recipient of your Personal data. These are never transmitted to a third party, notwithstanding the subcontractors of 12Planet. Neither 12Planet nor the subcontractors make any marketing use of the personal data of the visitors and users of the Service.

Your personal data may be shared with the parties listed below for the purposes set out in this Privacy Policy.

We require that all third parties guarantee the security of your personal data and treat it in accordance with the law. We do not allow our third-party service providers to use your data.

## 6 - Legal basis for data protection

In compliance with the General Data Protection Regulation (GDPR), 12Planet does not process your personal data

- unless you have previously given your **explicit consent** ;
- unless a legally enforceable **agreement or contract** was established between 12Planet and yourselves ;
- unless we need to do so to comply with our **legal obligations** (whether with French or European laws and regulations).

## 7 - Data security and confidentiality

We take the security and confidentiality of your personal data very seriously. We want to inform you that your personal data may be disclosed to comply with the applicable laws and regulations, with a decision rendered by a statutory or regulatory authority, or in any case where it is necessary for the Editor to do so to protect his own rights and interests.

We use up-to-date data storage and security techniques to protect your personal information from unauthorized access, improper use or disclosure, unauthorized modification, unlawful destruction, or accidental loss. We protect your personal data using encryption protocols.

## 8 - Storage of personal data: Duration

Your personal data is kept through data hosting. You can find the data hosting details in the Legal Notices of our website. We keep your personal data for only as long as reasonably necessary for the purposes for which it was collected or to comply with any applicable legal reporting or document retention requirements. We will not keep

your personal data for a duration exceeding 24 months. After this time, your data will only be used for statistics and will not be processed in any other manner.

## 9 - Data transfer to a Third party within the EU

12Planet has involved a third party to improve the way the data you provided is processed. This third party may be a company registered in a country outside the EU or in a country within the EU. The third will access the data gathered through the forms displayed on the website.

Prior to any agreement, each third party we wanted to work with has provided us with evidence showing they are able to protect the personal data they access using established protocols, thus guaranteeing they meet our standards regarding data protection. We pay special attention to the effective laws and regulations regarding data protection in the country where the third party is registered. Thus, some of the third party we are currently working with comply with the Binding Corporate Rules which are CNIL approved since 2016, and all others comply with both Standards Contractual Clauses and the Privacy Shield.

## 10 - IT rights and freedom

In compliance with the effective laws and regulations on personal data, you have rights. They are detailed below. Please refer to Article 1 of our privacy policy for details on how to exercise these rights, as a reminder, you can send your request in writing to the following address 35 boulevard des Italiens, 75009 , Paris (FRANCE), or contact us via the following e-mail address: [contact@conf.app](mailto:contact@conf.app)

Please see the following list of your rights:

- Right to be informed: we must give you informations about the way we are using your personal data (as described in our Privacy Policy)
- Right of accessing your personal data: you have the right to request the access to all the personal data you have provided us with. When you do so, you then receive a copy of all the information you have given us. However to comply with the obligation to protect the confidentiality of such informations, 12Planet will not disclose these informations before receiving first verifying your identity. We will then need a sufficient proof of ID, such as a copy or a scan of a valid ID document.
- Right of correction: you can request that we amend the data provided if it is incorrect or incomplete. This right also includes any update, or suppression of incorrect or obsolete information.
- Right to delete: also called in French "droit à l'oubli" in some cases you can request that we delete all information provided by you (with the exception of a legal reason for us to decline your request and preserve your data).
- Right to limit data processing: in some cases you can request that we put your data processing on hold for a period of time.
- Right to data portability: You have the right to request a copy of your personal data in a relevant format (such as .csv for example).
- Right to object: you have the right to refuse that we process your personal data (for example you could refuse that we use your data for marketing purposes).

However you can only exercise these right in one of these two situations: if you have a legitimate reason or if you wish to keep your data from being disclosed to a third party for commercial prospection or solicitation purposes.

Please contact us if you feel you need to exercise one of the rights listed above, write a letter and send it to the following address: 35 boulevard des Italiens, 75009 , Paris (FRANCE), or contact us via e-mail at [contact@conf.app](mailto:contact@conf.app).

You do not need to pay any fee to access your personal data (or to exercise any of the rights listed above). However we may charge you an appropriate fee if you send us a request clearly unfounded, or repetitive or obviously excessive. In that situation we will have the right to dismiss your request entirely.

12Planet, if necessary, will have the right to dismiss any improper request, whether they are excessively repetitive, systematic or simply too numerous.

We may ask you to provide us with specific information to confirm your identity before granting you access to personal data (or to exercise any other of your rights). It is a way for us to protect your data, so they are not accidentally disclosed to a person who should not have any access to them. We may also contact you after receiving your query, simply to be able to answer it quicker.

We aim to answer all queries within a month as long as they are legitimate. We may answer your query after a period longer than a month if it requires more time and attention, or if you sent multiple or complex requests. In that case we will inform you we need more time and will keep you updated.

## **11 - Filing a complaint with the data protection authority**

If in your opinion 12Planet is not complying with the effective laws and regulations regarding your personal data, you may file a complaint with the relevant entity. In France, this entity is the CNIL, and you can place your request directly on their website, using the following link: <https://www.cnil.fr/fr/plaintes/internet>.

## **12 - Cookies policy**

During your first connexion on the service <https://conf.app>, an information about the cookies (and similar technologies) is displayed. This policy presents you dispositions taken to provide you an optimal use of our service. It explains you how to set up your system to accept or refuse the use of these cookies and similar technologies.

### **a) General information about the cookies on our website**

12Planet as the editor of the website may decide to use cookies which will be installed on your device (whether you are using a computer, laptop, tablet or smartphone). These cookies will ensure you benefit from a fluid and intuitive navigation on our website.

“Cookies” are small files that allow us to identify your device and therefore to offer you a service tailored to your needs and interest.

The information provided via the cookies will by no means disclose your identity. They are used exclusively by us, with the sole purpose to improve the fluidity of the navigation on our website, while guiding you to a content suited to your main areas of interest. None of these information is disclosed to a third party of any kind except when you have given 12Planet your explicit consent to do so, or when disclosing these information to comply with a legal requirement, to respond to a court order or another relevant authority or agent legally authorized to receive these information.

To shed some more light on the type of information gathered by the cookies, you may want to refer to the table describing which type of cookies we use. You can find this complementary information on the website, it includes the name of the cookies, their purpose and how long they remain on your device, just follow this link [Coming soon](#).

### **b) Define your settings for cookies**

You can accept or decline cookie installation at all times.

During your first connexion on the website <https://conf.app>, a banner containing information about the cookies (and similar technologies) at the bottom of the screen. This banner also warns you that as you carry on on 12Planet's website, whether you are opening a new page of the website or just clicking on that same page, you are in fact agreeing to the use of these cookies (and similar technologies), they will therefore be installed on your device.

Depending on the type of cookies we may need your explicit consent, or not.

### **c) Cookies that do not require explicit consent from the user**

In compliance with the recommendations provided by The CNIL, some specific cookies do not require your explicit consent to be installed on your device for they are absolutely necessary for the use of our website or to make electronic communication possible. These are for example the cookies that identify the session, those that guarantee authenticity, or balance or cookies that will make your experience on the website more personal. These cookies are of course in compliance with our Privacy Policy as they are brought forward and handled by 12Planet.

### **d) Cookies that do require explicit consent from the user**

These are mainly cookies brought forward by a third party and they are 'lasting' as they remain installed on your device until they expire, or until you uninstall them.

Such cookies do not necessarily comply with our Privacy Policy as they are not brought forward or handled by us, but by a third party. Their use and their settings are therefore in compliance with the third party Privacy Policy, which you can access thanks to the below link. The purpose of this class of cookies is to evaluate the traffic on the website, to generate adverts for which 12Planet has signed off, and also cookies that enable sharing on social media (such as Facebook, YouTube, Twitter, LinkedIn...) . These cookies enabling sharing on social media are brought forward and handled by the Editor of the relevant social media. With your explicit consent you will be able to share the contents of our website you select very easily. You will for example simply have to press the 'share icon' according to the network you wish to publish on.

Other cookies are installed to evaluate the traffic on the website, they set up statistics regarding the number of users accessing various pages and contents of our website. These elements in turn have an impact on the improvement of our website. On our website <https://conf.app> we use tools to evaluate the traffic (Google Analytics). Their Privacy Policy is available by following the below link <https://www.google.com/analytics/learn/privacy.html>

### **e) Tools and settings of cookies**

Most internet browsers' default settings allow the installation of cookies. You are able to personalize these settings to stop the installation of all cookies, or to allow the installation of some cookies and stop others, depending on what entity brought the cookies forward.

**CAUTION:** We want you to pay special attention to the fact that changing your browser's settings to stop the installation of all cookies on your device will have a negative impact on your experience as a user of our website, and may even alter some of the features of our website. If this were to happen, 12Planet would decline any responsibility in the matter, as the reason for the poor quality of your experience on our website is your refusal to install the suggested cookies or your decision to delete or block them. In these circumstances, you will not receive any compensation.

Your browser also enables you to delete cookies already installed on your device, and can notify you when new cookies are ready to be installed. These settings have no negative impact on the quality of your experience on our website but you are likely to lose an opportunity to benefit from the cookies features.

Please find below several tools at your disposal to personalize your settings. We advise you to have a close look at it.

## **f) Your internet browser's settings**

Each internet browser offers its users its own settings to allow you to deal with cookies. To learn how to intervene and personalize these settings, please click on the relevant link(s) and access the help section made available for your browser;

Google Chrome : <https://support.google.com/chrome/answer/95647?hl=en>

Internet Explorer : <https://support.microsoft.com/en-us/help/17442/windows-internet-explorer-delete-manage-cookies#ie=ie-11>

Mozilla Firefox : <https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences>

Opera : <https://help.opera.com/en/latest/web-preferences/#cookies>

Safari <https://support.apple.com/en-gb/guide/safari/sfri11471/mac>

For more information about the tools at your disposal to protect your data, and specifically regarding cookies, you may want to consult the following page made available by The CNIL : <https://www.cnil.fr/fr/cookies-les-outils-pour-les-maitriser>.

Please contact us for any complement of information regarding our Privacy Policy, and our use of cookies.

## **g) List of cookies**

You can find a detailed list of all cookies used on the website <https://conf.app> following the link: Comming soon.