

Last Updated August 7, 2019

## WEBINTERPRET Privacy Policy

This privacy policy (the “**Privacy Policy**”) sets forth the collection and use practices of Webinterpret, a French Société par actions simplifiée, with a share capital of 2,183,151.60 Euros, registered with the Registry of Trade and Companies under RCS number 501 216 071 Grasse, which registered office is located at 1501, route des Dolines - Le Thélème, Sophia Antipolis, 06560 Valbonne, France (“**Webinterpret**”, “**we**”, “**us**” or “**our**”) for personal data that Webinterpret collects from you or your clients in the course of carrying out the services rendered to you through the Webinterpret website available at the following address: [www.webinterpret.com](http://www.webinterpret.com) and through any of its web pages (the “**Site**”).

By using our Services and/or registering for an account with us, you are accepting the terms of this Privacy Policy, and you are consenting to our collection, use, disclosure and retention of your personal data as described in this Privacy Policy. If you do not provide the information we require, we may not be able to provide some of our Services to you.

This Privacy Policy may refer to the user of Webinterpret’s services through the Site as “**you**” or through any second-person pronouns, such as “**yours**” etc.

We want to develop relationships with our users based on respect and integrity. We are aware of the trust and confidence you demonstrate when you use our services, visit the Site, and provide us with information. This Privacy Policy is posted to demonstrate our commitment to protecting your privacy online.

### 1. Information Collected by Webinterpret

Webinterpret gathers the following types of personal data:

**A.** Information You Directly Provide to Us or to other providers where you made your data public

We collect the following types of personal data (collectively, “**Personal Data**”) that you provide through the Site.

- **Personal Identifiers.** A “Personal Identifier” is information that can be used to identify and/or contact a natural person and includes name, postal address, telephone number, email address.
  
- **Other Personal Data.** “Other Personal Data” is data combined with Personal Identifiers voluntarily provided by users of the Site that may include demographic information, sales history, or correspondence sent to us through the Site. If you choose to create a user account (“**Account**”) on our Site, you will be required, during the registration process, to provide certain information, such as your username for your accounts on third-party online

marketplaces, an email address and a password which will be associated with the Personal Identifiers you have provided.

We may also collect some of your Personal Data which you have provided to other providers or made public on the Internet. In this case, however, we will collect only the minimal set of information allowing us to reach out to you, to inform you that we process your Personal Data and to inform you about your rights (see section 8). The information will be provided to you upon our first contact, however, not later than 30 days after we have obtained your Personal Data.

We do not collect sensitive data revealing racial or ethnic origin, political opinions, religious and philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning sex life or sexual orientation.

If you do not provide us with the Personal Data that we request, we may not be able to provide you with the services offered through the Site for which the Data is required.

## **B. How We Directly Collect Personal Data**

There are several different ways that we collect Personal Data from you. These may include:

- **Agreement.** If you decide to enter into an agreement with us, you have to provide all necessary identification personal data which is required to conclude an agreement.
- **Orders.** If you order Webinterpret services through the Site, we will collect the information necessary to complete your order and render the Services. **Additionally, we may also collect Personal Data through:**
- **Communications from You.** When you email or write to us, you may provide us with your name, contact details, and other Personal Data as part of your message.
- **Customer Support.** You may provide us with Personal Data when you telephone or email us to request technical assistance with our services or information that you would like to receive about our services.
- **Email/Direct Mail Campaigns That You Approve.** If you elect to receive our newsletters or other promotional communications, or we have identified your interests based on your Personal Data you have made public with other providers, from time to time, we may contact you with information about new services, promotions or special offers. If you want to stop receiving promotional communications from us, you can follow the unsubscribe instructions at the bottom of each email, contact us at [privacy@webinterpret.com](mailto:privacy@webinterpret.com) or, if you have an Account with us, change your preferences by signing into your Account through the Site.

## **C. Information That We Automatically Collect from Your Computer**

## 1. Cookies Policy

We (or service providers on our behalf) may automatically collect information from you using “cookies” or “web beacons”. Cookies are small amounts of data that are stored within your computer’s Internet browser or on your mobile device and that are accessed and recorded by the websites that you visit, as well as by the companies that place advertising on websites, so that they can recognize your device and remember if you have visited a website previously. Web beacons are web page elements that can recognize certain types of information on your computer such as cookies and the time and date of a page view.

Information collected by cookies and web beacons may include, without limitation:

- the pages you visit within the Site;
- the date and time of your visit to the Site;
- the websites you visit before or after visiting the Site;
- the Internet Protocol (IP) address used to connect your computer to the Internet;
- your computer and connection information such as your browser type and version, operating system and platform;
- whether you open and whether you click on any link contained in an email message that we send you;
- details about your activities on third-party platforms on which we have placed listings; and/or your sale history on Webinterpret.

We may use data gathered automatically from your computer (i) to help us recognize you as a previous visitor to the Site, (ii) with your prior consent, to serve relevant online advertising to you or (iii) with your prior consent to analyze trends and statistics to improve your experience of the Site. This data is not being used in automatic user profiling in the meaning of the General Data Protection Regulation (EU) 2016/679 (GDPR).

You can set your browser to reject cookies or to notify you when you are sent a cookie. You can also order and download software that will allow you to visit the Site without providing the information gathered by cookies. You are welcome to use the Site if you use such software, but your experience while visiting the Site may not be optimal. When your prior consent is required for the implementation of certain types of cookies, it will be specifically collected.

## 2. Use of Data Collected by Us

We use the Personal Data described above to:

- fulfill the agreement between you and Webinterpret;
- process any services you order through the Site;
- administer your Accounts with Webinterpret;
- customize the service Webinterpret provides to you through the Site or through newsletters;
- administrate or otherwise carry out Webinterpret’s obligations in relation to any agreement you have with Webinterpret; carry out market research and tracking of sales data;
- and with your prior consent, send you information about Webinterpret by email, postal mail, telephone or text message or other means about our services.

### **3. Disclosing of Personal Data to Third Parties**

Generally, Webinterpret does not disclose the Personal Data collected or that you provide to Webinterpret to third parties unless Webinterpret has obtained your prior consent.

However, Webinterpret may disclose the Personal Data about you to such recipients as affiliates, vendors, agents and contractors that assist Webinterpret in administering the Site and in providing services to you, with the online marketplaces on which you advertise and sell your products, and in response to legal process or when Webinterpret believes that the law requires it (for example, in response to a court order) or to protect the rights, property or safety of Webinterpret, the Site, users of the Site and others.

Webinterpret may also disclose Personal Data as is necessary to identify, contact or bring legal action against a person or entity who may be violating Webinterpret's Terms of Service, or who may be causing harm to, or interfering with, other users of the Site.

Webinterpret may also disclose Personal Data about you to third parties who provide other services; such recipients provide credit payment, reporting, order fulfillment services, and other services on Webinterpret's behalf. Also, in the event that assets of Webinterpret are transferred or sold to another entity, Personal Data may be transferred to the acquiring entity and/or to potential acquiring entities.

### **4. Transfers of Personal Data outside of the European Economic Area**

The Personal Data that Webinterpret collects from you and that you provide to Webinterpret is processed in Ireland and is stored on servers in Ireland and the US.

Your Personal Data may also be transferred to any third parties as described in the previous section, but such transfers will only be made based on the adequacy decision issued by the European Commission pursuant to article 45 of GDPR (should the service providers or their technical providers be located outside the EEA area). Some of these third parties to whom your Personal Data will be shared are located outside of the European Economic Area, in countries where data protection laws may not be as extensive as those which apply to us. For the sellers with their seats in the People's Republic of China, their Personal Data may be transferred to our Chinese entity (Webinterpret China).

The entities mentioned above that, together with us provide the services to you are joint personal data controllers (together with us). Our agreement with those entities establishes mutual obligations of all the parties to protect your rights, and it stipulates as follows:

- Each party is a joint data controller, and each party is responsible for the protection of your personal data in the context of rendering its services;
- Neither party has a right to represent the other party in the context of personal data;
- Each party is obliged to provide you with the information requested under Article 13 of the GDPR;
- You have the right to submit to any of the parties a request to provide information on personal data processing, rectify your data, restrict processing or erasure of your data, as

well as the right to data portability and right to withdraw your consent provided to process your data by either of the party; a party that receives such request is obliged to pass the information to other joint controllers.

If we transfer your Personal Data to countries outside of the European Economic Area, we will ensure that we do this following the EU data protection regulations (in particular the GDPR) and with due respect for the rights and freedoms of individuals whose Personal data are processed. We will do this to ensure the level of protection which applies to your Personal Data processed in these countries is similar to that which applies within the European Economic Area.

## **5. Links**

Webinterpret may place hypertext links on the Site or in the emails that connect to third party websites. Webinterpret has no control over these linked sites or their content. Your use of such linked sites will be subject to such sites' terms of use and privacy policies and not Webinterpret's Terms of Service or Privacy Policy, so be sure to read them before using such sites or transmitting any information to such sites.

Webinterpret cannot be responsible for any third party, or its affiliates or agents, failing to use your Personal Data in accordance with such third party's privacy policy, or any contractual or other legal obligations to which such third party, its affiliates or agents, may be subject.

## **6. Security**

We will take all steps reasonably necessary to ensure your Personal Data is treated securely and following this Privacy Policy and in accordance with applicable law. We use appropriate security measures to protect against unauthorized access, collection, use, disclosure, copying, and disposal of your Personal Data.

All pages within our checkout process and areas containing Personal Data are secured using SSL (Secure Socket Layer) technology, which encrypts data between our computer and yours. To make sure your Internet browser is using the latest security features, you may want to download the most recent version of it, which should have full SSL support.

You are responsible for maintaining the confidentiality of your user ID and password which relate to your access to certain pages of the Site and/or any Account you set up with us. You agree to accept responsibility for all activities which occur in relation to the same. You should not permit other people to use your user ID or your password. Please contact us promptly using the details in the section "Contact Information" below if you believe your user ID or password may have been compromised. We will not be responsible to you if there is unauthorized access to your login details or unauthorized activity on this Site as a result of your login details becoming known by someone else unless this was due to our negligence.

Despite our efforts regarding security, it is important to bear in mind that the Internet is not a secure means of communication. Personal Data communicated through the Internet may be intercepted

by other people. We cannot guarantee the security of Personal Data sent to us through this Site. You accept that you use this Site at your own risk.

## **7. Closing Your Account / Retention of Personal Information**

If you have created an Account through the Site, we will close your Account upon your request. We may also close or deactivate inactive Accounts or Accounts that are used in violation of our Terms of Service or any applicable law.

If you have consented to receive our newsletter without opening an Account with Us you also have the right to close the subscription upon request. We may also cancel your subscription, if we identify that the communication to you is ineffective.

We will retain Personal Data from closed or inactive Accounts and subscriptions to the extent and as long as it is necessary and relevant for our operations and to comply with law, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigations, enforce our Terms of Service, and take other actions otherwise permitted by law.

In general, Personal Data from closed or inactive Accounts and subscriptions will be deleted or anonymized 5 years after the Account or subscription is closed or deactivated unless we have reasonable grounds to believe that the Personal Data should be retained for one of the purposes identified above.

## **8. Your Rights and Access/Corrections/Information Removal**

We will provide commercially reasonable assistance (including appropriate technical and organizational measures as reasonably practicable) to respond to any inquiry, communication or request from you seeking to exercise your rights under the EU data protection legislation, including rights to access, correction, restriction, objection, erasure or data portability, as applicable.

If you wish to access Personal Data collected or stored by us, or if your name, email, postal address, telephone number or other Personal Data changes, you may correct the relevant information by contacting us at [privacy@webinterpret.com](mailto:privacy@webinterpret.com). In addition, you have the right to restrict, at any time, to the processing of your Personal Data by contacting us at [privacy@webinterpret.com](mailto:privacy@webinterpret.com).

You have the right to be informed about the personal data we have collected, request rectification or erasure of personal data, request a restriction to process your data or transfer it to a third party you have appointed.

We will identify you (the requester) to avoid fraudulent requests, and we will answer without undue delay, in any case not later than within one month. You may also contact our Privacy Officer at [privacy@webinterpret.com](mailto:privacy@webinterpret.com).

You have also right to lodge a complaint to data protection supervisory office in France - CNIL.

## **9. Integration**

If you are using third-party providers (i.e., Channel Advisor) in combination with our (Webinterpret) solution you may request from time to time that we send some Personal Data being under your control to such solution providers. Such data includes but is not limited to Personal Data of your buyers received on your behalf from third-party marketplaces, like e-Bay or Amazon.

Such data will not be stored on our servers, and you must establish a proper agreement with that third-party provider to ensure an adequate level of Personal Data protection. We will process this data in accordance with Article 28 of GDPR (data processing is necessary for the proper operation of our service with your third-party solution).

## **10. Reservation of right to modify the Privacy Policy**

Webinterpret reserves the right to modify the Site and this Privacy Policy at any time, in particular to reflect changes in market conditions affecting Webinterpret activities, changes in technology, changes in relevant laws and regulatory requirements and changes in Webinterpret system's capabilities. In the event that Webinterpret modifies this Privacy Policy, Webinterpret's revised Privacy Policy shall be effective immediately upon the posting of such revised Privacy Policy on the Site. Accordingly, we would recommend that you periodically rereview this Privacy Policy.

## **11. Contact Information**

If you have any questions or concerns about this Privacy Policy, please email us at [privacy@webinterpret.com](mailto:privacy@webinterpret.com) or send a letter to: Webinterpret SAS, 1501, route des Dolines - Le Thélème, Sophia Antipolis, 06560 Valbonne.