

PRIVACY POLICY

I. Definitions:

Apps: refers to all the programmes and software solutions making up the Cooprog Solution (hereinafter "the Solution") and made available to the USER as part of the Services.

Contract: it is understood that "Contract" refers to the General Terms and Conditions of Use and the documents to which they refer as listed in article 2, including this document.

Data: refers to all information and Data of the USER, entered or uploaded, automatically or by them, in the Apps. It also refers to information processed, modified or generated by or via the Apps.

Personal Data: refers to Data which, per the meaning as set out by legislation on the protection of personal data, makes it possible to designate or identify, directly or indirectly, an individual.

Non-Personal Data: refers to all data with the exception of Personal Data.

Services: refers to all the services that the DESIGNER undertakes to provide to the USER pursuant to the Contract, in particular:

- (i) making the Apps available to the USER,
- (ii) hosting the Apps and Data,
- (iii) administering and supporting the hosting server,
- (iv) backup of Data,
- (v) support and maintenance of the Apps and,
- (vi) the correction of Security Incidents.

USER: refers to the company or individual who has entered into a contract with the DESIGNER in order to benefit from access to the Apps and Services.

Authorised uses: refers to the collection and processing of Data by the DESIGNER in order to:

- Provide the Services to the USER;
- Transmit information to third party users of the Services within the limits of the terms and conditions accepted by the USER (limited or open degree of transparency);
- Carry out analyses of the use of the Solution by geographical area;
- Send training and support content to help users get to grips with the Solution;
- Send information about changes to the Solution and new related services;
- Measure the quantity of greenhouse gases (GHG) saved by using the Solution;
- Offer technical support in the event of difficulties in using the Services;

- Carry out studies on the use of the Services.

II. Personal Data:

1 - Type of information:

In their capacity as data controller, the DESIGNER collects and processes the following Personal Data on the USER:

- Surname
- Forename
- Address
- Email
- Telephone number
- Profession
- Place of work
- Profile photo
- Technical data (IP address, etc)

2 - Obtaining information:

Personal Data is provided directly by USERS for one of the following reasons:

- The USER has completed the form enabling access to the Apps and Services, and has thus given their consent as the legal basis for the processing of the Data. This consent may be withdrawn at any time;
- The USER has replied to a contact form on the website, and has thus given his consent as the legal basis for the processing of the Data. This consent may be withdrawn at any time.

The DESIGNER may also receive Personal Data from the USER.

3 - Legal basis for processing:

The legal bases for using Personal Data are as follows:

- The USER has consented to the processing of their Personal Data for one or more specific purposes. They may withdraw their consent at any time;
- The processing is necessary for the performance of a contract to which the USER is a party, with the USER acting at their request, or for the performance of pre-contractual measures taken at the USER's request;
- The treatment is necessary to the respect of a legal obligation to which the DESIGNER is subjected;
- The treatment is necessary for the purposes of the legitimate interests pursued by the DESIGNER or by a third party.

4 - Authorised ends:

The DESIGNER uses the collected information for the following ends:

- To provide access to the Apps and Services such as described in the General Terms and Conditions of Use and, where applicable, as envisaged within the framework of the contractual relationship between the DESIGNER and the USER;
- To improve and ensure the security of the site on the basis of legitimate interest to protect the Internet site from possible cyber attacks;
- To produce statistics on the site on the basis of legitimate interest to improve the Internet site, its visibility, as well as the quality of the services;
- To inform the USERS of new functionalities, services, training courses and updates by the DESIGNER, on the basis of their consent.

5 - Processing and transfer of Personal Data:

The DESIGNER can share Personal Data that is necessary for the delivery of the Services with specially authorised employees of the company, as well as to external service providers, within the framework of the execution of the Contract and the authorised Purposes. The USER has expressly given their consent to this sharing of their Personal Data.

The DESIGNER can be brought to share information in case of legal obligation, or after a legal decision. In this case, they will ensure to obtain the necessary guarantees to secure the transfer, as well as the same level of protection as within the EU.

Whatever the underlying assumptions, the DESIGNER always, and to the greatest extent, endeavours to guarantee the maximum of protection of Personal Data in dealings with their service providers.

6 - Retention of data:

Personal information is stored securely on servers located in Switzerland, by Infomaniak Network SA, whose head office is located in Geneva, Switzerland (see "Legal Notice").

The DESIGNER preserves the Personal Data for the duration of the contractual relationship. They will automatically delete the USER's Personal Data **upon the deletion of the USER's account or, in the absence of deletion, account inactivity, i.e. 1 (one) year after the USER's last connection to their account.**

For Personal Data collected for canvassing purposes, the DESIGNER preserves said Personal Data for a maximum duration of **7 (seven) days after their collection.**

The DESIGNER deletes the information from their servers once these periods of time have elapsed.

7 - Exercising one's rights with regard to Personal Data:

Right of access:

The USER has the right to ask the DESIGNER for access to the Personal Data that concerns them, as well as to obtain a copy of these.

Right of rectification:

The USER has the right to ask the DESIGNER to rectify information that concerns them if they think that these are inaccurate.

The USER also has the right to ask the DESIGNER to complete information that the USER thinks incomplete.

Right of deletion:

The USER has the right to ask the DESIGNER to erase the Personal Data that concern them in certain circumstances.

Right to limit processing:

The USER has the right to ask the DESIGNER to limit the processing of Personal Data concerning them in certain circumstances.

Right to object to processing:

The USER has the right to object to the processing of Personal Data concerning them in certain circumstances.

Right to data portability:

The USER has the right to request that the DESIGNER make all Personal Data concerning them available for transfer to another organisation, in certain circumstances.

To exercise their rights, USERS can contact

The following postal address: ONDA, 13, bis rue Henry Monnier, 75009 Paris, France
Or to the following email address: contact@cooprog.eu

The exercise of rights is free of charge. The DESIGNER will then have 1 (one) month to respond to the request. Additional time may however be necessary depending on the complexity of the request.

8 - Lodging a complaint with the CNIL:

If the USER considers that their rights regarding their Personal Data have not been respected, after contacting the DESIGNER, they can send a complaint to France's National Commission on Informatics and Liberty (CNIL) at the following address:

CNIL - Service des plaintes
3 Place de Fontenoy
TSA 80715
75334 PARIS CEDEX 07

9 - Cookies and other trackers:

The DESIGNER uses the following cookie within the framework of the provision of the Internet site:

- Authentication of the USER on the website (token).

The USER is informed that the DESIGNER uses the OpenStreetMap tool for the cartography and the geolocalisation present in the Solution. The USER accepts that this tool can contain some cookies in order to allow its proper functioning. The DESIGNER cannot be held responsible for the collection of data by this tool.

III. Non-Personal Data:

1 - Types of information:

The DESIGNER collects the totality of the non-Personal Data that the USER transmits to them, within the framework of the contractual relationship, and in particular with regards to information related to programming in the registered places.

2 - Obtaining information:

Non-Personal Data are transmitted to the DESIGNER by the USER, within the framework of the contractual relationship as defined in the General Terms and Conditions of Use, or by the USER, via the Apps, or by any other means.

3 - Authorised uses:

The DESIGNER collects and processes non-Personal Data for the following purposes:

- To provide the Services to the USER;
- To transmit the information to third party users of the Services within the limit of the terms agreed by the USER (limited or open degree of transparency);
- To carry out analyses of the use of the Solution by geographical area;
- To send training and support content for the purposes of learning to use the Solution;
- To send information about changes to the Solution and new related services;
- To measure the amount of greenhouse gases (GHGs) that are saved by using the Solution;
- To offer technical support in the event of difficulties when using the Services;
- To carry out studies on uses of the Services.

4 - Retention of Data:

Information related to programmed projects are deleted either by the programmer having abandoned a project or automatically by the DESIGNER when the period concerned is over.

All other non-Personal Data provided by the USER will be deleted when the USER's account is closed or, in the absence of account closure, 1 (one) year after the USER's last connection in the case of their account being inactive.

5 - Storage and transfer of non-Personal Data:

Non-Personal information is stored securely by the company Infomaniak Network SA, whose registered office is located in Geneva, Switzerland, as indicated in the "Legal Notice".

The DESIGNER can share non-Personal Data necessary to the contract within the framework of the execution of the services, to specially authorised employees of the company, as well as to external service providers, within the framework of authorised Uses. The USER expressly gave their consent to this sharing.

IV. Effective date:

This version of the data management policy came into force on **September 15th, 2023**.