

CONDITIONS FOR THE USE OF THE SOUNDIIZ.COM AND SDH.SH SITES AND SOUNDIIZ MOBILE APPLICATIONS

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PRIVACY POLICY GDPR

I. Terms and conditions of use

Legal information on intellectual property

The <https://soundiiz.com> <https://sdz.sh> websites, and mobile devices application, the contents, texts, images, sounds and photos contained on the sites and mobile devices applications (hereafter the “Sites”) are the property of Brickoft S.A.S., a simplified joint stock company governed by French law registered on the Nantes Trade and Companies Register under the number 821 665 221, established at 1B Rue des Pavillons, 44220 Coueron (France), email contact@soundiiz.com (44220) France, in which it reserves all rights.

The entire Sites are protected by the French Intellectual Property Code and the applicable international intellectual property laws and conventions.

 **Soundiiz** is a registered trademark owned by Brickoft.

The trademarks of Brickoft and its partners, as well as the logos appearing on the Sites, are registered trademarks.

Use of the ‘soundiiz.com’ Sites does not confer any right to reproduce any of the elements comprising the Sites.

The unauthorized reproduction or representation, in whole or in part, of all or part of the Sites may lead to legal proceedings for counterfeiting.

Similarly, the reproduction of the trademarks and logos on the Sites is prohibited and constitutes counterfeiting and passing off.

The other distinctive signs, in particular the corporate names, trade names, signs and domain names reproduced on the Sites are the property of Brickoft or its partners. Any unauthorized reproduction may be prosecuted under civil law.

Conditions of use of the Soundiiz Service

Any use of the Soundiiz service is subject to the Soundiiz general conditions, which can be consulted at the following link:

<https://soundiiz.com/terms>

The use authorized by BRICKOFT is a licit and appropriate, personal and private use of the Sites and Services complying with any applicable laws and regulations, to the exclusion of any other use in particular a collective, commercial or professional use.

The user shall not in particular:

- (a) Create a co-branded website or mobile application with the BRICKOFT's trademarks or Sites or to reproduce in whole or in part the Sites,
- (b) Grant a license or distribute any data obtained from the Sites,
- (c) Use or permit third parties to use any data obtained from the Sites,
- (d) use any data to provide, directly or through a third party, a service or a product not authorized by these Terms,
- (e) disassemble, decompile, or reverse engineer, modify the Sites or otherwise modify any data obtained from the Sites without our prior written consent, or
- (f) use the Soundiiz's API outside the authorized use of the Sites or to manipulate the Services with a script or any automated process.

Security

Brickoft implements Sites security measures depending on the nature of the data.

The User is prohibited from fraudulently accessing or remaining in all or any parts of the Sites.

Access to the Sites is via the url 'https://soundiiz.com' 'https://sdz.sh or by launching the 'Soundiiz' mobile devices application only, to the exclusion of any other method.

The User is prohibited from deleting or modifying data contained on the Sites or from fraudulently introducing data or altering the functioning of the Sites.

The User is prohibited from introducing any virus, malicious code or other technology that is detrimental to the Sites.

The User is prohibited from saturating any page or operation that results in adversely affecting the proper functioning of the Sites or any operation on the Sites or a disproportionate load on the infrastructure, including through the use of software.

All data on the Sites is considered to be confidential and the User is prohibited from disclosing it.

The User is informed that such practices may be subject to criminal and civil proceedings.

The User accepts the nature and limits of the Internet. He is aware that data circulating on the Internet is not necessarily protected, particularly against possible misappropriation.

The User takes appropriate measures to ensure the security of his own data and/or software against contamination by possible viruses on the Internet.

Responsibility of Users of the Sites

The User is responsible for the use of the Sites and the equipment he uses. The Subscriber is solely responsible for the use of the Soundiiz Service in accordance with the Soundiiz General Conditions.

Advertising and sponsored links

The Sites may contain advertisements or sponsored links, which are the responsibility of the advertiser.

Brickoft does not control the content provided by third parties and declines any liability or guarantee relating to such content.

Brickoft invites the User to consult the legal notices and privacy policy of the entity responsible for such advertising or links.

II. Confidentiality - GDPR

The user is informed that Brickoft processes personal data in order to enable him or her to navigate around the site, implement and invoice the subscription and monitor services and marketing.

Brickoft reminds users of its commitment to scrupulously comply with Law 78-17 of 6 January 1978 on 'computers and data protection' and the General Data Protection Regulations (GDPR). Brickoft undertakes to ensure the highest level of protection for users' personal data in accordance with the Data Protection Law 78-87 of 6 January 1978 on computers and data protection, its amending Law 2004-801 of 6 August 2004 on the protection of individuals with regard to the processing of personal data and EC Regulation 2016/679 (GDPR).

Brickoft implements organisational, technical, software and physical, digital security, measures to protect personal data against unauthorised alteration, destruction and access.

All information is personal in nature.

What personal data do we collect?

- **Creating your subscriber account**

You voluntarily enter personal data for the purpose of creating your subscriber account on our Sites. For some personal data, it is essential that correct data is entered. This obligation relates to the following data: the Subscriber's first name, surname, email address and information relating to the commercial relationship (in particular the Service purchased, quantity, amount, correspondence with the Subscriber and the after-sales service) are necessary for the implementation of the subscription.

The data recorded in the subscriber's account can be consulted and modified at any time by the subscriber. Lastly, you can request the full deletion of your subscriber account.

- **Processing**

Each processing of this data fulfils specific purposes. The collection and use of your personal data, referred to above, namely First Name, Name and email address, is necessary for the fulfilment of our respective contractual obligations. This data is indispensable for the implementation of the subscription and the services.

The data may be kept for the entire duration of the commercial relationship until it is deleted by the Subscriber.

For paid Services, the personal data is kept for the full duration of the paid Service.

For free Services, the duration of the commercial relationship ends after a period of inactivity in the Subscriber's account of more than three years (Inactivity Period). In such situation, the Subscriber will receive one or more notifications prior to the expiry of the Inactivity Period inviting him or her to indicate if he or she wishes to continue to benefit from the Service. If there is no reply or if the answer is negative, the personal data will be deleted.

In the event that such data is deleted at the initiative of Brickoft and/or the Subscriber, the personal data is permanently deleted.

- **Cookies**

We use cookies to improve your navigation on our Sites. These are small text files that are stored on your computer when you visit our Sites.

Cookies may be:

- Cookies for Sites functionalities

| Cookie | Supplier | Purpose | Expiry date |
|-----------|----------|---|-------------------------|
| PHPSESSID | Soundiiz | Navigation on the Sites | Duration of the session |
| Zendesk | Zendesk | Necessary in order to use the Sites's functionalities (ticket system/support) | 1 year |
| Stripe | Stripe | Necessary in order to use the Sites's functionalities (payment process) | |

- for measuring audiences and analysis:

| Cookie | Supplier | Purpose | Expiry date |
|------------------|------------------|----------------------|-------------|
| Google Analytics | Google Analytics | Audience measurement | 12 months |

- or social networks, designed to increase the attractiveness of the site:

Twitter (share button, list of tweets)

Facebook (sharing button)

The Company uses functional cookies. These cookies collect anonymous information and cannot track your movements on other sites. They allow the Platform to identify your browser in order to store your account login information, shopping cart information and preferences.

The Company also uses cookies only from social networks, targeted advertising and audience measurement. These latter categories of cookies will be subject to your consent by the displaying of a banner when you connect to our Sites.

Audience measurement and analysis cookies allow audience measurement and statistics in order to improve the Platform and its services and detect technical problems.

The Company does not have control over the cookies that may be placed for analysis purposes (Google analytics) and for social networks. For more information, you can refer to the information published by Google Analytics at <https://developers.google.com/analytics/devguides/collection/analyticsjs/cookie-usage?hl=fr> or on the

platforms of the various social networks: <https://www.facebook.com/policies/cookies/>; <https://help.twitter.com/fr/rules-and-policies/twitter-cookies>.

You also have the means of refusing them:

- **In Internet Explorer:** 'tool' tab (cog-shaped pictogram at the top right)/'Internet options'. Click on 'Privacy' and choose 'Block all cookies'. Confirm with OK. In Firefox: at the top of the browser window, click on the 'Firefox' button, then go to the 'Options' tab. Click on the 'Privacy' tab. Set the retention rules to: 'use custom settings for history'. Lastly, uncheck it to 'disable cookies'.
- **In Safari:** Click on the menu pictogram at the top right of the browser (symbolized by a cog). Select 'Settings'. Click on 'Show advanced settings'. In the 'Privacy' section, click on 'Content settings'. In the 'Cookies' section, you can block cookies.
- **In Chrome:** Click on the menu pictogram at the top right of the browser (symbolized by three horizontal lines). Select 'Settings'. Click on 'Show advanced settings'. In the 'Privacy' section, click on 'Preferences'. In the 'Privacy' tab, you can block cookies.

By continuing to browse the Sites, you agree to the use of the Sites's cookies.

The personal data collected by these cookies will be stored for a maximum period of 13 months.

How do we protect your personal data?

In accordance with the General Data Protection Regulations, we have the technical and organisational means to guarantee the security of your personal data.

Your data is stored on servers that are located in Google Cloud data centers in the United States of America.

Google Cloud shows a sufficient level of protection as regard to EU regulation, allowing transfer of your personal data to its servers. It also implements technical and organizational measures to guarantee the security of your personal data and applies the standard contractual clauses of the EEC for the transfer of personal data, together with ISO 27018 and 27701 standards (<https://cloud.google.com/security/compliance>).

Who do we transfer your personal data to?

Personal data may be shared with third party companies in the following situations:

- when the user authorizes a third-party Sites to access his or her data;
 - when the Platform uses service providers to provide payment services. Such service providers have limited access to the user's data in the context of the performance of the services and have a contractual obligation to use them in accordance with the provisions of the applicable personal data protection regulations;
 - if required by law, the Platform may provide the data in order to respond to complaints about the Platform and comply with administrative and judicial procedures;
- These entities are required, to the same extent as the Company itself, to ensure that the data is protected.

In order to ensure the security of payments, the Sites uses Stripe as a secure payment service. This service includes the Secure Socket Layer (SSL) security standard. Confidential data (the 16-digit credit card number, expiry date and cryptogram) are directly sent in encrypted form to the servers managing this service without physically passing through the Company's servers.

Your rights

In accordance with EC Regulation 2016/679 (GDPR) on personal data protection, you have the following rights in relation to your personal data:

- The right to rectify, update or delete your personal data by logging into your account and configuring the settings of that account;
- The right to object, for legitimate reasons, to the processing of your personal data other than those referred to herein that you have consented to;
- The right to object, free of charge, to the data collected being processed for commercial purposes either now or in the future by the controller;
- The right to delete your account directly from within your account;
- The right to obtain information relating to the processing of personal data managed by the Company and any information enabling it to know and, if necessary, contest the logic underlying the processing of such data. In order to do so, you will need to provide proof of your identity.
- Subject also to proof of your identity, the right to obtain a copy of your personal data, as well as a right of portability, in accordance with applicable data protection laws, of all or part of the said data.

These rights can be exercised by email to the following address: contact@soundiiz.com.

In the event of any difficulties in the management of your personal data, you can file a complaint with the French National Commission on Data Protection (CNIL).