

Privacy Policy

1. Preamble

- 1.1. This Privacy Policy is an integral part of the **GCU** (as defined below) and the definitions used in the GCU are reused in this Privacy Policy.
- 1.2. The purpose of this Privacy Policy is to inform the Data Subjects of the existence of the Processing operations implemented by Finelab in its capacity as Data Controller and of the procedures for their implementation.

2. Definitions

- 2.1. The following terms, whether used in the singular or plural in this Privacy Policy, shall have the following meaning:

Account:	Refers to the personal account activated by Finelab from which the User may connect via his/her Identifiers (as defined in the GCU accessible here https://www.finelab.fr/iBooker/CGU.pdf ;
Application:	Refers to the mobile application, published and operated by Finelab, downloadable from the App Store and/or Google Play, accessible from a Terminal, made available to Users in accordance with the GCU accessible by clicking here https://www.finelab.fr/iBooker/CGU.pdf ;
Customer:	Refers to any legal entity (in particular modeling agencies) that has already entered into a contract with Finelab prior to the use of the Application by Users;
Data Controller:	Refers to the person, physical or moral, who determines the purposes of the Processing and the means of implementation, in this case Finelab;
Data Subjects :	Refers to Users whose Personal Data is processed by Finelab;
Finelab:	Refers to the company, acting in its capacity as Data Controller, referred to in the GCU, which can be accessed here https://www.finelab.fr/iBooker/CGU.pdf ;
GCU:	Refers to the General Conditions of Use accessible by clicking here https://www.finelab.fr/iBooker/CGU.pdf ;
Intermediate archiving:	Refers to the removal of Personal Data that is still of administrative interest to Finelab, (such as in the event of litigation) and/or in the event of a legal obligation, into a separate database, logically or physically separated and to which, in any event, access is restricted. This archive is an intermediate step before the Personal Data concerned is deleted or made anonymous;
Personal data :	Means the personal data of the Data Subject, within the meaning of the Personal Data Regulations, collected and processed by Finelab as part of the use of the Application;
Personal Regulations:	Refers to Law n°78-17 of January 6, 1978 relating to data processing, files and freedoms, in application of Regulation (EU)

	2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).
Privacy Policy:	Refers to the present policy of confidentiality and protection of the Personal Data of the Data Subjects implemented by Finelab, which forms an integral part of the GCU;
Processing :	Refers to any operation or set of operations carried out by Finelab in its capacity as Data Controller on the basis of Personal Data collected from the Application;
Specific rights :	Refers to the rights granted by the Personal Data Regulations to Data Subjects concerning the Processing of their Personal Data;
Terminal :	Refers to any mobile terminal used to access and use the Application and having <i>at least</i> an operating system less than four (4) years old at the time of downloading the Application and 150MB of available storage;
Users :	Refers to all employees authorized and empowered by the Customer to use the Application in accordance with the GCU, which can be accessed https://www.finelab.fr/iBooker/CGU.pdf ;

3. Processing description

3.1. The Data Subject's Personal Data is necessary to enable him/her to access, use and improve the Application, and to enable Finelab to :

- 3.1.1. Create and manage the Account: this Processing is based on the execution of the contract concluded with the Customer upstream with Finelab, for which Personal Data is kept in an active database during the execution of the said contract, then in Intermediate Archiving for a period of five (5) years from the end of the said contract;
- 3.1.2. Providing technical support for the Application to Users: this Processing is based on the contractual execution of the GCU, for which Personal Data is kept for the duration of the contract;
- 3.1.3. Using the Application: this Processing is based on the contractual execution of the GCU, for which Personal Data is kept for the duration of browsing on the Application;
- 3.1.4. Compiling statistics for the proper functioning and improvement of the Application: this Processing is based on Finelab's legitimate interest in improving its products and services for its Customers and Users, for which Personal Data is kept during the performance of the said contract, then in Intermediate Archiving for a period of five (5) years from the end of the said contract;
- 3.1.5. The management of requests to exercise Specific Rights under the conditions of article 8 - Specific Rights: this Processing is based on a legal obligation weighing on Finelab, for which Personal Data is kept in an active database for the duration of the processing of the request, then in Intermediate Archiving for a period of five (5) years.

3.2. These processing operations are carried out in compliance with the Personal Data Regulations.

3.3. For any request concerning this Privacy Policy, the User may send an e-mail to the usual support e-mail address.

3.4. Each User is invited to read this Privacy Policy before downloading the Application via the App Store and/or Google Play, and then when using it.

4. Storage of Personal Data

4.1. The Application is hosted by Amazon Web Services, whose contact details are set out in the contract between the Customer and Finelab and which change according to the Customer's geographical location. For instance, if the Customer is located in the European Union, the User's Personal Data is hosted on servers located in Frankfurt.

4.2. Every precaution has been taken to store the Personal Data of Data Subjects in a secure environment and prevent it from being distorted, damaged or accessed by unauthorized third parties. Information transmitted by the Data Subject will never be passed on to third parties for commercial purposes, nor will it be sold or exchanged.

5. Collection of Personal Data

5.1. Finelab collects and processes the User's Personal Data when the Application is downloaded, in particular when the Terminal is activated, and then when the Application is used, in particular the following categories of Personal Data that the User enters or communicates when browsing:

- Identification data: surname, first name, e-mail address, telephone number;
- Connection data (identifier used on the Application, date, time, IP address) of the Data Subjects when browsing the Application.

6. Recipients or categories of recipients

6.1. The information collected is reserved for the exclusive use of Finelab and its subprocessors in charge of :

- Application hosting ;
- Application outsourcing ;
- The sending of e-mails to Users, in particular when the Terminal is activated;
- Sending SMS messages to Users, in particular those who have activated the double authentication SMS option.

6.2. As Data Controller, Finelab undertakes not to transfer Personal Data outside the European Union. In the event that data is subject to such a transfer, Finelab undertakes to implement appropriate safeguards, in accordance with the European General Data Protection Regulation (GDPR), and in particular to implement standard contractual clauses adopted by the European Commission in their current version.

Recipient of Personal Data	Type of data transferred	Purpose of the planned transfer	Data localization	Level of protection offered by the country or exception provided by the Personal Data Regulation
Amazon Web Services	All Personal Data processed through the Application	Application hosting	Frankfurt (for EU customers) and USA	Suitable (certified company)
Claranet	All Personal Data processed through the Application	Application outsourcing	France	Suitable

SendGrid	User e-mail address	Sending e-mails to Users	United States	Suitable (certified company)
Mailjet	User e-mail address	Sending e-mails to Users	Germany and Belgium	Suitable
ClickSend	Cell phone number	Sending SMS to Users	Australia	Suitable (standard contractual clauses put in place)

7. Data security and confidentiality

7.1. In accordance with the Personal Data Regulations, Finelab implements all technical, physical and organizational measures appropriate to the nature of the data and the risks presented by the processing, to preserve the security and confidentiality of Users' personal data, in particular to prevent it from being distorted, damaged or accessed by unauthorized third parties.

8. Specific rights

8.1. In accordance with the Personal Data Regulations, the Data Subject may, at any time, benefit from the following Specific Rights:

8.2. Access rights

8.2.1. The Data Subject has the right to obtain from Finelab confirmation as to whether or not Personal Data concerning him or her are being processed and, where they are, access to said Personal Data as well as the following information:

- a) the purposes of the processing ;
- b) categories of Personal Data ;
- c) the recipients or categories of recipients to whom the Personal Data have been or will be communicated;
- d) where possible, the intended retention period for Personal Data or, where this is not possible, the criteria used to determine this period;
- e) the existence of the right to request from Finelab the rectification or deletion of Personal Data, or a limitation of the processing of Personal Data, or the right to object to such processing;
- f) the right to lodge a complaint with the CNIL;
- g) where Personal Data is not collected from the Data Subject, any available information as to its source ;
- h) the existence of automated decision-making, including profiling, and, at least in such cases, useful information concerning the underlying logic, as well as the importance and expected consequences of such processing for the Data Subject.

8.2.2. Where Personal Data is transferred to a third country or to an international organization, the Data Subject has the right to be informed of the appropriate safeguards with respect to such transfer.

- 8.2.3. Finelab provides a copy of the Personal Data being processed.
- 8.2.4. Finelab may charge a reasonable fee based on administrative costs for any additional copies requested by the Data Subject.
- 8.2.5. When the Data Subject submits his or her request electronically, the information is provided in a commonly used electronic form, unless he or she requests otherwise.
- 8.2.6. The Data Subject's right to obtain a copy of his or her Personal Data must not infringe the rights and freedoms of others.

8.3. Rectification rights

- 8.3.1. The Data Subject shall have the right to obtain from Finelab, as soon as possible, the rectification of any Personal Data concerning him or her that is inaccurate. He or she may also request that incomplete Personal Data be completed, including by providing an additional declaration.

8.4. Erasure rights

- 8.4.1. The Data Subject has the right to obtain from Finelab the erasure, as soon as possible, of Personal Data concerning him or her where one of the following grounds applies:
 - (a) Personal Data is no longer required for the purposes for which it was collected or otherwise processed by Finelab;
 - (b) The Data Subject has withdrawn his/her consent to the processing of such Personal Data and there is no other legal basis for the processing;
 - (c) The Data Subject exercises his/her right to object under the conditions set out below and there is no compelling legitimate reason for the processing;
 - (d) Personal Data has been processed unlawfully;
 - (e) Personal Data must be deleted to comply with a legal obligation;
 - (f) The Personal Data has been collected from a child.

8.5. Limitation rights

- 8.5.1. The Data Subject has the possibility to obtain from Finelab the limitation of the processing of his/her Personal Data when one of the following grounds applies:
 - (a) Finelab verifies the accuracy of the Personal Data following a challenge by the Data Subject to the accuracy of the Personal Data;
 - (b) The processing is unlawful and the Data Subject objects to the erasure of the Personal Data and demands instead that their use be restricted;
 - (c) Finelab no longer requires the Personal Data for the purposes of processing, but it is still necessary for the Data Subject to establish, exercise or defend legal claims;
 - (d) The Data Subject has objected to the processing under the conditions recalled below and Finelab verifies whether the legitimate grounds pursued prevail over the alleged grounds.

8.6. Right to Data Portability

- 8.6.1. The Data Subject has the right to receive from Finelab Personal Data concerning him or her, in a structured, commonly used and machine-readable format when:
 - (a) The processing of Personal Data is based on consent, or on a contract and,
 - (b) Processing is carried out using automated procedures.

8.6.2. When the Data Subject exercises his or her right to portability he or she has the right to have the Personal Data transmitted directly by Finelab to another data controller designated by him or her where this is technically possible.

8.6.3. The Data Subject's right to data portability must not infringe the rights and freedoms of others.

8.7. Right to object

8.7.1. The Data Subject may object at any time, for reasons relating to his or her particular situation, to the Processing of Personal Data concerning him or her based on the legitimate interests of the Data Controller.

8.7.2. The latter will then no longer process the Personal Data, unless it demonstrates that there are compelling and legitimate grounds for the processing which override the interests and rights and freedoms of the Data Subject, or may retain them for the establishment, exercise or defense of legal claims.

8.8. Post-mortem instructions

8.8.1. The Data Subject has the possibility of communicating to Finelab directives relating to the retention, erasure and communication of his or her Personal Data after his or her death, which directives may also be registered with a "certified digital trusted third party". These directives, or a kind of "digital will", may designate a person to be responsible for their execution; failing this, the heirs of the Data Subject will be designated.

8.8.2. In the absence of any directive, the heirs of the Data Subject may contact Finelab in order to:

- to access Personal Data processing allowing "*the organization and settlement of the deceased's estate*";
- receive communication of "*digital assets*" or "*data similar to family memories, which may be passed on to heirs*";
- close the Data Subject's Account on the Site and oppose further processing of his/her Personal Data.

8.8.3. In any event, the Data Subject may indicate to the Data Controller, at any time, that he or she does not wish his or her Personal Data to be communicated to a third party in the event of his or her death.

9. Exercise of Specific Rights

9.1. These rights may be exercised at any time by contacting Finelab:

- (i) By e-mail to the usual support e-mail address.
- (ii) By post to the following address Finelab, 22 rue de Paris, 78470 Saint Remy les Chevreuse.

9.2. For the purposes of enforcing its rights under the conditions set out above and in the event that Finelab has doubts about the author of the request, Finelab may ask the latter to prove his identity by mentioning his surname, first name and e-mail address and to accompany his request with a copy of a valid form of identification.

9.3. A reply will be sent to the Data Subject within a maximum of one (1) month from the date of receipt of the request.

9.4. If necessary, this period may be extended by two (2) months by Finelab, which will notify the Data Subject, taking into account the complexity and/or number of requests.

9.5. Should the Data Subject request the deletion of his or her Personal Data and/or exercise his or her right to request the erasure of his or her Personal Data, Finelab may nevertheless retain such Personal Data

in the form of Intermediate Archiving for the period necessary to satisfy its legal obligations, or for evidentiary purposes during the applicable statute of limitations.

9.6. The Data Subject may also lodge a complaint with the relevant supervisory authority (the CNIL).

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