

AWARE CORP PRIVACY POLICY AND PROTECTION OF PERSONAL DATA

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1. Introduction

Aware Corp respects the personal information of Users of the Mobile Application, and takes great care to protect your information. Aware Corp makes every effort to limit the risk of loss, damage or misuse thereof.

This Privacy Policy tells you what information we collect about you, how we use it and what measures we take to ensure its protection. This Policy applies to all information provided by you, or collected by us during your navigation on our sites and Applications, in accordance with the regulations in force in France regarding personal data as resulting from the law n ° 78-17 of January 6, 1978 relating to data processing, files and freedoms, known as law "Informatique et Libertés" and EU Regulation 2016/679 of 25 May 2018 on data protection known as "GDPR".

The purpose of this Privacy Policy is to:

- to inform people accessing the services offered on our sites and Applications (hereinafter the "Sites and Applications") of how we collect, use and share their personal data;
- to inform digital campaign visitors (hereinafter the "Customers") of how Aware Corp SAS collects and processes their personal data on behalf of its Users;
- to inform any Internet user browsing the Sites and Applications of the information we collect through "cookies".

2. Security

Aware Corp ensures the confidential and secure processing of your data by implementing the necessary technical and organizational measures to preserve their security, confidentiality and integrity under optimal conditions.

Aware Corp SAS undertakes to process your Personal Data in a manner that:

- Loyal
- licit
- Transparent
- Proportionate
- Relevant
- within the strict framework of the purposes pursued and announced,
- for the duration necessary for the treatments put in place,
- securely.

We process your personal data in compliance with the General Data Protection Regulation 2016/679 of 27 April 2016 ("GDPR") and under the conditions set out below. Personal data means any information relating to an identified or identifiable natural person. We collect and process personal data in connection with the provision of our Services or the communication about these Services exclusively, in strict compliance with the GDPR.

In the event of a breach of your Personal Data, Aware Corp SAS notifies the CNIL of the breach in question as soon as possible, and if possible no later than 72 hours after becoming aware of it, unless the breach in question is not likely to create a risk for the rights and freedoms of Users. When a breach of your Personal Data is likely to create a high risk for the rights and freedoms of a User, Aware Corp SAS informs the User, as soon as possible, subject to the exceptions provided for in Article 34 of the GDPR.

We only collect personal data that is adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed. Thus, you will never be asked to provide personal data considered "sensitive", such as your racial or ethnic origins, your political, philosophical or religious opinions.

By registering on the Site, you authorize us to process your personal data in accordance with the Charter. If you do not agree to the terms of this Policy, please refrain from using the Site and the Services.

Only persons strictly authorized by Aware Corp will have access to your data. No unauthorized third party may have access to it, except for the legal or ~~unionist~~ obligation incumbent on the controller.

If you use a password on our sites and Applications, you are responsible for keeping it confidential. Don't share it with another person. If you believe your password has been misused, please let us know immediately.

3. Personal Information Collected by Aware Corp

3.1 Data collected

We use your personal data to enable the implementation and management of the Mobile Application Services and to respond to your specific requests. We also use your personal data to operate and improve our Services, mobile application and approach. This information is used solely by us and allows us to better tailor our Services to your expectations. If you have opted in to receive emails from us, then you will receive electronic and alphanumeric messages about our services and promotions. We will then use the personal data you provided during registration. You can unsubscribe from these mailings at any time.

We may collect and store your personal data, including when you:

- browse the mobile application and the Site
- your location
- create an Account
- pay for a Service
- Get a gift
- subscribe to our Newsletter
- Contact us

3.2 General navigation:

Sites gather navigational information about the areas of the sites that visitors visit. This information allows us to see which areas of our sites are most visited and helps us improve the quality of your online experience. Additional information such as domain type, browser version and service provider may be collected, which provides information regarding the general use of the Application or Site.

3.2 Personal information we collect:

3.2.1 Login data

Each time you connect to our website or mobile application, we collect personal data such as, in particular, your IP address, the date and time of connection, as well as information about the browser you use.

3.2.2 Navigation data on the Application and the Site

We also collect information that identifies how you access the Mobile Application or Site, which pages are viewed and for how long.

3.2.3 Your location

With your consent (legal basis), we will collect information about your location in order to offer you points of interest corresponding to your profile (places to visit) and to produce statistics and retrieve products from our partner stores. You can enable and disable location using your mobile device's operating system settings. Nevertheless, when you disable this feature, you will only have access to limited features of the Application and in particular, it will be technically impossible for us to collect information relating to your location, which will prevent tracking and / or earning in Rekka or Rekiem.

3.2.4 Creating an Account

Access to our Services requires the prior creation of an Account. In accordance with the Terms of Use, you will be asked to provide a number of personal data when creating your Account, including: name, country of residence, address, gender, date of birth, email address, business email address, company, bank details, and any other information you choose to provide. For example, we may ask you to provide your contact information in order to register an account with us, subscribe to marketing communications from us and/or submit inquiries to us. We also collect information when you leave comments or post a review about a service on our Mobile Application

3.2.5 Payment

Some Services available on the Site or Mobile Application are subject to a charge. For this purpose, you agree that we may use payment service providers who may collect your personal data for the purpose of enabling the proper functioning of credit card payment processing services. To pay for your purchase, you must provide your billing details as well as your payment details, i.e.: your payment card number the name of the cardholder the validity date and security codes In order to process your payment. You may also be asked to provide the name of your telecom operator, the model of your mobile phone and a valid mobile number in order to be able to provide purchase instructions directly through your mobile phone.

We keep details of your payments, as well as details of the purchases you make. The details of the transactions are kept with the external service provider. Such retention shall be carried out for internal purposes, including accounting, compliance and legal purposes, in accordance with paragraph 5 of this Charter.

3.2.6 Delivery of Lots

For the delivery of the Lots obtained on the Site, you agree that we may use service providers who may collect your personal data in order to allow their proper routing.

3.2.7 *Subscribe to our Newsletter*

After creating your Account and validating your email, you can give your consent to receive our newsletters regarding new products, services and promotions, as part of the Services. In any case, you have the right to withdraw your consent to the receipt of such newsletters at any time and free of charge under the conditions provided.

3.2.8 *Contacts*

In order to respond to requests you may make to our Customer Service, confirm the information and all transactions in your Account and give you information regarding the Services (for example, if you lose your password or if changes are made to the Terms of Use), we will use your name, First name and email address.

3.2.9 *Shelf life*

Aware Corp retains your personal data for the period necessary to provide the Services. Then, the data processed during the use of the Application and related to the provision of the Services are kept for a period of five (5) years from the closure of your account, unless the law requires that some of this data be kept for a separate period.

3.2.10 *Usage Information*

when you use the Sites and Applications, certain usage information may be collected. The information we may collect includes content created through our applications. This usage information may be processed to illustrate the Sites and Applications, deliver service messages and other types of content you request, and perform aggregate analysis of the performance of content created through our Applications. The legal basis for this processing is our legitimate interest in ensuring the performance of a contract between you and us.

4. Protection of personal data

We have implemented technical and organizational security measures to ensure the security, integrity and confidentiality of all your personal data, in order to prevent it from being distorted, damaged or accessed by unauthorized third parties. We ensure an appropriate level of security, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risks and their likelihood. However, it is specified that no security measure is infallible, Aware Corp is not able to guarantee absolute security to your personal data. In addition, it is your responsibility to maintain the confidentiality of the password allowing you to access your Account. Do not share this information with anyone. If you share your computer, remember to log out before leaving a Service.

5. Information We Share with Third Parties

5.1 With internal teams

The Personal Data collected by Aware Corp SAS is intended for persons duly authorized to process Personal Data within Aware Corp SAS, including, depending on the nature of the processing and the type of data, persons responsible for sales, customer service, marketing, administration, logistics and IT.

5.1. Sharing your data with third-party companies

When you browse Aware Corp, with your consent, your personal data may be transmitted to external service providers. These third parties provide a service on our behalf and on our behalf for the purpose of enabling the proper functioning of the Mobile Application and other Services.

5.2 To display personalized advertisements.

To present you with personalized advertisements as part of the Service, we have a legitimate interest in processing the data necessary to track the content you access in connection with the Service and your online behavior deliver, target and improve our advertising and Service For information on how you opt out of personalized advertising services.

5.3 For marketing purposes

The personal information you provide will be used for marketing and promotional purposes only by Aware Corp, its group and related companies and third party companies that we have specifically selected to offer you Promotions, products or services, and in accordance with your marketing preferences. We do not rent or otherwise sell your personal information entered on the Mobile Application to third parties.

We make sure that the names and mailing addresses on our mailing list, sometimes categorized by purchase information, are made available to our partners for marketing purposes, provided you have agreed to do so.

Your personal information may be shared with other group companies and with certain third parties only to enable those third parties to assist us in the operation of the Sites and our business. Examples of assistance that third-party service providers may provide to us include: serving relevant advertising, processing requests, processing payments, providing online electronic information to investors, tracking on-site activities, providing fraud prevention services, investigations, administering and maintaining job application information, administering and sending mobile phone messages, and administration. emails.

When you submit a product review on Aware Corp, your name or username may be published on Aware Corp along with your review.

5.4 Sharing with authorities

We may disclose your personal information to any law enforcement, regulatory, government, court or other appropriate third party when we believe disclosure is necessary in accordance with applicable law or regulation, in order to exercise, establish or defend our legal rights to protect your vital interests or those of any other person;

5.5 As part of a purchase project

Aware Corp will disclose your personal information to a prospective buyer (and its agents and advisors) in connection with any proposed purchase, merger or acquisition of any part of our business, at

provided that we inform the buyer that they must use your personal information only for the purposes disclosed in this Privacy Policy;

6. Advertising

Aware Corp reserves the right to insert on any page of the Mobile Application and in any communication to Users any advertising or promotional messages in a form and under conditions of which Aware Corp will be the sole judge.

7. Information We Obtain from Third Party Sources

From time to time, we receive personal information about you from third party sources (including partner brands), or are legally permitted or required to disclose your personal information to us.

The types of information we collect from third parties include: name, email address and date of birth, and we use the information we receive from these third parties to maintain and improve the accuracy of the materials we hold about you.

8. Retention period of your personal data

We will keep your personal data for no longer than is necessary for the purposes for which they are processed in accordance with the uses set out in this Charter and in compliance with laws and regulations. We will determine the shelf life based on the following criteria:

- Behavioral information such as your computer's IP address, access times, browser type and language, location data, length of visit, page views, actions such as clicks, frequency of visits, and address forwarding of the websites and Web Applications collected through our own tracking system will be retained for 6 months.
- Behavioral information such as authentication status will only be retained during the session.
- Profile information such as name and email address, demographic information such as gender, education, date of birth, preferences and interests, phone number, language and country, position held, company name and company size will be retained for as long as we need to provide it. you with our services the Sites and Applications and 3 years after the end of the use of our Sites and Applications.
- Conversation information such as messages, letters and calls, such as email address, phone number, location, call recording, received from any of our marketing communication channels, will be kept for as long as we need to provide you with our services and 3 years after the end of the use of our sites and Applications.
- Transactional information will be retained for 10 years after the end of the use of our sites and Applications.

9. Cookies

9.1 What is a cookie?

A cookie is a text file that may be deposited in a terminal when consulting an online service with a browser software. In particular, a cookie file allows its issuer, during its period of validity, to recognize the terminal concerned each time this terminal accesses digital content containing cookies from the same issuer. In any case, cookies placed on your browser terminal with your agreement are destroyed 13 months after their deposit on your terminal.

9.2 How do we use cookies?

We may automatically collect certain information through "cookies". The use of cookies helps us improve the experience of our sites and Applications. The

cookies we issue allow us to:

- to establish statistics and volumes of frequentation and use of the various elements composing our Site and Mobile Application (sections and content visited, paths), allowing us to improve the interest and ergonomics of our services;
- to adapt the presentation of our Site and Mobile Application to the display preferences of your terminal (language used, display resolution, operating system used, etc.) during your visits to our Site, according to the hardware and viewing or reading software that your terminal contains;
- we use cookies to help us analyze the use and performance of the Sites and Apps. The cookies used for this purpose are: Google Analytics.
- we use cookies to help us understand your cookie choices, The cookies used for this purpose are: Cookie consent
- to memorize information relating to a form that you have completed on our Site and Mobile Application (registration or access to your account) or to products, services or information that you have chosen on our Site and Mobile Application (subscribed service, contents of an order basket, etc.);
- to allow you to access reserved and personal areas of our Site and Mobile Application, such as your account, thanks to identifiers or data that you may have previously entrusted to us and to implement security measures, for example when you are asked to log in again to content or service after a certain period of time.

When you browse the Site and Mobile Application, social network cookies may be generated in particular through sharing buttons that collect personal data.

During your first visit to the Site and Mobile Application, a cookie banner will appear on the home page. A clickable link allows you to learn more about the purpose and functioning of cookies and refers to this Charter. The continuation of navigation on another page of the site or the selection of an element of the Site (in particular: image, text, link, etc.) materializes your acceptance to the deposit of the cookies referred to on your computer.

8.3 How can you control the cookies used?

You can configure your browser software at any time so that cookies are stored in your terminal or, on the contrary, that they are rejected (either systematically or according to their issuer). You can also configure your browser software so that the acceptance or refusal of cookies is offered to you punctually, before a cookie can be saved in your terminal. Warning: any setting may modify your browsing on the Internet and your conditions of access to certain services requiring the use of cookies. We decline all responsibility for the consequences related to the degraded functioning of our services resulting from the impossibility of saving or consulting the cookies necessary for their operation and that you would have refused or deleted. This would be the case if you tried to access our content or services that require you to identify yourself. This would also be the case when we (or our service providers) could not recognize, for technical compatibility purposes, the type of browser used by your terminal, its language and display settings or the country from which your terminal appears to be connected to the Internet.

For more information on cookies, you can consult the CNIL website.

10. Transfer(s) of data outside the European Union

As part of the provision of the Services, Aware Corp may transfer your personal data to countries that are not members of the European Union and that have not been subject to an adequacy of protection decision by the European Commission. In this case, Aware Corp ensures that this transfer is carried out under conditions in accordance with the regulations in force by taking all appropriate measures and within a legal, technical and operational framework to ensure the confidentiality and security of this data.

In accordance with the GDPR, all transfers of personal data to a country outside the European Union and/or not offering a level of protection considered sufficient by the European Commission have been the subject of cross-border flow agreements in accordance with the standard contractual clauses issued by the European Commission and declared to the CNIL.

11. Aware Corp social networking site pages

Personal information may be collected directly by the Sites through certain social media pages and may also be collected by the social media site hosting Aware Corp's social media page, if any.

Social networking sites where Aware Corp has profiles/pages (e.g., Facebook or Twitter) may provide aggregate information and analytics to Aware Corp about visitors' use of our social media pages. This allows us to better understand and analyze our user growth, broad demographic information about users of our social media pages, and user interaction with content on our social media pages.

Overall, this information can help us understand the types of visitors and users of our social media pages and their use of content.

12. Rights regarding your personal data

You have rights over your personal data. In accordance with the regulations on the protection of personal data, in particular Articles 15 to 22 of the GDPR, and after proving your identity, you have the right to request access to your personal data, rectification or erasure thereof.

You can also request to object to the processing, to limit it, to decide on the post-mortem fate of your data, to withdraw your consent at any time and the right to portability of personal data provided under the conditions of Article 18 of the GDPR.

You can contact our Services to exercise your rights or at the following postal address: 13 rue Général Plessier, 69002 LYON France attaching to your request a copy of an identity document. In addition, you can unsubscribe from our newsletter or notifications at any time.

In accordance with Article 21 of the GDPR, you have the possibility to object, at any time, to the processing of your Personal Data for commercial prospecting purposes. You have the right to object to the processing of your personal data for direct marketing purposes (including profiling for direct marketing purposes). If you make such an objection, we will stop processing your personal data for this purpose. You may opt out of receiving promotional emails from us by following the instructions therein. You may also send requests for promotional messages and your permission to share information with third parties for marketing purposes by emailing us at requests@awarecorp-studios.com. Withdrawal requests will not apply to transactional service messages, including messages regarding your account and services on current Sites and Applications. Where the processing of personal information concerning you is based on consent, you have the right to withdraw it at any time. The withdrawal will not affect the lawfulness of the processing prior to the withdrawal.

In the circumstances provided for in Article 20 of the GDPR, you may retrieve from Aware Corp SAS the Personal Data you have provided to us, in a structured, commonly used and machine-readable format, for the purpose of transmitting it to another controller. In the event that the legal basis for our processing of your personal data is consent or where the processing is necessary for the performance of a contract to which you are a party or following your request before the conclusion of the contract, and Such processing is automated. However, this right does not apply if it infringes the rights and freedoms of others.

In accordance with Article 16 of the GDPR, the right to rectification gives you the right to require Aware Corp SAS to rectify, complete or update Personal Data concerning you when it is inaccurate, incomplete, ambiguous or outdated. Under the conditions provided for in Article 17 of the GDPR, you may also request the erasure of the data you concerning. You have the right to have inaccurate personal data concerning you rectified and, taking into account the purposes of the processing, to complete incomplete personal data concerning you.

In certain circumstances, you have the right to erase your personal data. This data includes: the personal data are no longer necessary in relation to the purposes for which they were collected or processed, you withdraw your consent to processing based on consent, you object to the processing under certain rules of applicable data protection law, the processing is for direct marketing purposes; and the personal data has been processed unlawfully. However, there are exclusions from the right to erasure. General exclusions include cases where processing is necessary to provide you with our services on the Sites and Apps.

If you believe that our processing of your personal information violates data protection laws, you have the right to lodge a complaint with a data protection supervisory authority. You can do this in the EU Member State of your habitual residence, place of work or place of the alleged infringement.

Aware Corp SAS will provide the person who exercises any of these rights with information on the measures taken, as soon as possible and in any event within 1 month of receipt of the request. This period may be extended by two 2 months, taking into account the complexity and number of requests.

If Aware Corp SAS does not respond to the request, it will inform the person, as soon as possible, and at the latest within 1 month of receipt of his request of the reasons for his inaction and the possibility of lodging a complaint with a supervisory authority and seeking a judicial remedy.

These rights are exercised free of charge. However, in the event of a manifestly unfounded or excessive request, Aware Corp SAS reserves the right to demand the payment of fees taking into account administrative costs, or to refuse to comply with such requests.

13. Rights regarding Customers' personal data

Aware Corp SAS allows its Customers to create digital campaigns (hereinafter "the Campaign"). These interactive marketing campaigns allow Customers to collect KPIs (A Key Performance Indicator) to visualize the number of interactions on their marketing campaigns. Customers will not have access to your personal data without your consent.

14. Rights and obligations of Aware Corp SAS

Aware Corp SAS collects and processes Users' personal data (with their consents) only in connection with the creation, organization and management of the Campaign created by the Customer and solely for this purpose.

In this context, Aware Corp SAS will carry out the following operations:

- Hosting and storage of participation data and visualization of KPIs in the Dashboard platform;
- Statistical analysis (not individual) to allow the monitoring of the performance of the Campaign;
- Necessary blocking of participations according to the geolocation of the IP address and the email of the User;
- Sending an email to verify the identity of the User (optional, active only if the User has subscribed to it);
- Audit of the data collected and verification of their conformity (at the request of the user).

Aware Corp SAS undertakes to process Users' personal data only in accordance with the instructions provided by the User in the Privacy Policy.

Aware Corp SAS guarantees the security and confidentiality of the personal data of Users that it processes on behalf of the Customer, and undertakes to make available to the User, at his request, information concerning the technical and organizational security measures implemented for such processing.

Aware Corp SAS undertakes to notify the User as data controller of any breach of Visitors' personal data, as soon as possible after becoming aware of it. This notification is accompanied by any useful documentation likely to allow the User, if necessary, to notify this violation to the CNIL.

In cases where Aware Corp SAS uses subcontractors located in countries offering levels of protection not equivalent to the level of protection of personal data in the European Union, Aware Corp SAS undertakes to regulate this transfer by signing contractual clauses

types established by the European Commission.

Aware Corp SAS makes available to Users who request it the list of its subcontractors.

15. Protection of children

Users of the Site under the age of eighteen (18) are not permitted to provide personal data or use public chat rooms without the consent of their parents or guardians. If **minors** disclose personal data on the Site or public chat areas, they may potentially receive unsolicited messages from third parties. Consequently, it is your responsibility to ensure that they comply with the applicable Terms of Use, to warn them about the sharing of personal data and to control the use they make of the Site.

16. Severability of clauses

The nullity of one of the clauses hereof does not entail the nullity of these General Conditions of Use, the other clauses will continue to produce their effects.

17. Amendment of the Charter

We reserve the right to modify the Charter at any time. It is therefore recommended that you consult it regularly. In the event of a change, we will post such changes on this page and in such places as we deem appropriate depending on the purpose and significance of the changes. Your use of the Site after any changes means that you accept those changes. If you do not agree to any material changes to this Policy, you must stop using the Site.

18. Intellectual property

All software, source code, designs, text, images, sound recordings, animations, trademarks (including the name "Aware Corp" and the Aware Corp logo) and other works included in the Mobile Application are protected by intellectual property rights and belong to Aware Corp SAS. These rights are reserved and no property rights will be transferred to Users or third parties.

Aware Corp grants you a personal right to use the Mobile Application and its content. This right is granted on a non-exclusive, revocable, non-assignable, non-transferable, worldwide and free basis and for the sole use of the Mobile Application, to the exclusion of any other purpose.

It is strictly forbidden to access and/or use and/or attempt or use the source codes or objects of the Mobile Application. The User does not acquire any intellectual property rights on the Application or its content, nor any rights other than those conferred by these Terms.

The reproduction of the documents appearing on the Mobile Application is only authorized for the exclusive purpose of information for strictly personal and private use.

19. Termination

Aware Corp may decide to end the provision of the Mobile Application at any time; the notification of the end of provision will be made by e-mail or by displaying a message on a screen of the Mobile Application.

Aware Corp does not have to give reasons for its decision to terminate the provision of the Mobile Application, and this decision cannot give rise to compensation or reimbursement (the Mobile Application is free).

At the time of termination, the rights granted to the User will be terminated and the User must cease all use of the Application.

20. Non-waiver

The fact that one of the parties does not invoke a breach by the other party of any of the obligations referred to in these T&Cs cannot be interpreted for the future as a waiver of the obligation in question.

21. Tongue

In the event of a translation of these general conditions into one or more languages, the language of interpretation will be the French language in case of contradiction or dispute on the meaning of a term or provision.

22. Governing Law and Jurisdiction

The conclusion, interpretation and validity of these T&Cs and all contracts resulting from them and their consequences are subject to the French Law and Regulations in force, to the exclusion of any other legislation, regardless of the nationality of the User, this is the case for the rules of substance and form.

For any disputes that may arise between the User and the Company relating to the formation, interpretation and execution of these terms and conditions, the Parties shall endeavour to reach an amicable agreement. In the absence of an amicable agreement, within 30 (thirty) days.

Any complaint will therefore be made in advance in writing to Aware Corp, with supporting documents, at the following coordinates:

SAS Aware Corp
13 rue General Plessier
69002 Lyon
France

In the absence of an amicable agreement, the parties agree that the courts of Marseille will have exclusive jurisdiction to judge, unless mandatory procedural rules to the contrary.

23. Contact us

If you have any questions, comments or concerns about our privacy practices, please contact us using the following contact information:

- Contact us by email at contact@awarecorp-studios.com
- Write to us at Aware Corp SAS, 13 rue Général Plessier, 69002 LYON, France.