

# LEGAL NOTICES

## Information

LeKiosque.fr S.A.S with capital of 207 500,00 €

10 boulevard Haussmann 75009 Paris France

Registered with the Trade Registry of Paris under number B493.341.473

Legal Representative & Publishing Director: Ari Assuied

This site has been declared to the French commission for information technology and civil liberties (CNIL), declaration number 1726829.

## TERMS AND CONDITIONS - UK

Access and use of LeKiosque.fr 's website <http://www.lekiosk.com>, <http://www.lekiosk.co.uk> ("our Site/"the Site") and other LeKiosque.fr Internet services ("Services") are subject to the following terms and conditions ("Terms") (together with the documents referred to on it). Creating an account with us or otherwise using and accessing our Services and ordering any of the magazines or other publications listed on our Site ("Products") will signify your acceptance of these Terms and constitute a binding agreement between you and us ("The Agreement").

You should print a copy of these Terms for future reference.

### 1. INTRODUCTION

1.1 We are LeKiosque.fr, a company registered in France under company number B493 431 473, with our registered office at LeKiosk, 10 boulevard Haussmann, Paris FRANCE, and we operate the Site.

1.2 As user of our Site you acknowledge that any use of the Site including any transactions you make ("use/using") is subject to our Terms.

### 2. YOUR STATUS

2.1 By placing an order through our Site, you warrant that: (a) you are legally capable of entering into binding contracts; and (b) you are at least 18 years old; (c) if you are under 18 years old, you have parental permission to enter into the Terms.

2.2 Adult magazines can only be purchased if you are at least 18 years old. We are not allowed by law to supply these products to you if you do not satisfy this age requirement. If you are underage, please do not attempt to order these products through our Site.

### **3. REGISTRATION, PASSWORD AND SECURITY**

3.1 Whenever you provide information to us via our Site, you agree to:

- (a) Provide us accurate and complete information;
- (b) Maintain and promptly update such information to keep it accurate and complete;

3.2 If you fail to comply with clause 3.1 we, at our sole discretion and without notice to you, may:

- (a) Suspend your access to your account and to our Site; or
- (b) Terminate this Agreement and the access to your account and you will remain liable for all amounts due under your account up to and including the date of termination

3.3 If any portion of our Site requires you to register or open an account you may also be asked to choose a password and a username.

3.4 You are sole responsible for maintaining the confidentiality and security of your password and your account and you are fully responsible for all activities that occur under your password and account identification.

3.5 You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security. We reserve the right to take any action to ensure the security of the Site and your account including, without limitation, terminating your account, changing your password.

3.6 Under no circumstances shall we be responsible for any losses resulting from or arising out of:

- (a) the unauthorised access or use of your account or use of your password; (b) any of our action or inaction under clause 3.5; (c) any compromise of the confidentiality of your password or account

### **4. SERVICE AVAILABILITY**

4.1 Subject to clause 4.2, our Services are available 24 hours a day, 7 days a week.

4.2 We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, our Services (or any part thereof) with or without notice. We shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services

### **5. HOW TO PLACE AN ORDER**

5.1 We offer different ways of purchasing our offers according to the device used to access our application. 5.2 Some of our offers are not available for some Products or on certain devices. For a complete list of compatible devices please consult our Website.

5.3 When clicking on the icon of a publication, you will be offered different ways of purchasing, namely:

**(a) Purchase of individual issues of magazine (“Single Issues”).**

If you wish to purchase Single Issues, simply click on “add to my basket” next to any title and it will be added to your shopping basket. When you have finished adding titles, you click on the menu bar at the top marked “my basket” and review your titles. You will have an opportunity to modify your basket and proceed to purchase. Follow then the step-by- step instructions for payment.

**(b) Subscribe to a magazine on a fixed-term basis (“Fixed-Term Subscription”).**

i. When choosing the Fixed-Term Subscription purchase option, you agree to subscribe to a magazine for a limited period of either 3 months, 6 months or 12 months (the Term);

ii. Each new issue of the magazine that you have ordered is accessible from the tab “My Library”;

iii. We automatically bill you the subscription fee for the full period of the Term;

iv. At the end of Term, the subscription shall automatically come to an end.

**(c) Subscribe to an auto-renewable fixed duration Subscription (via iTunes)**

i. The client subscribes for a duration of either 1 month, 3 months, 6 months or 1 year for a fixed price.

ii. Each new issue is automatically added to your library automatically in the section 'My library' as soon as it is released.

iii. The client is debited when subscribing of the amount that matches the duration of his/ her subscription via the iTunes payment.

iv. At the end of Term, it is automatically renewed. To unsubscribe, the user must access their iTunes settings

**(d) Unlimited Bundle**

i. LeKiosk offers an unlimited bundle available for iOS and Android. This bundle allows the user to subscribe to access an unlimited number of magazines in the catalogue present in the application.

ii. The bundle is offered at the price of 7,99 GBP and is renewed automatically every month until the subscription is cancelled by the user or by LeKiosk. Once cancelled, the user cannot access the content anymore.

iii. – For the iOS version, payment will be charged to iTunes Account at confirmation of purchase, unless you benefit from the one month trial period. In this case it will be charged within 24-hours prior to the end of the one month trial period.

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iv. Account will be charged for renewal within 24-hours prior to the end of the current period at the same cost of 7.99 GBP.

v. Subscription automatically renews unless auto-renew is turned off at least 24-hours before the end of the current period.

vi. – Subscriptions may be managed by the user and auto-renewal may be turned off by going to the user's account Settings after purchase for the iOS version.

5.4 Details of the methods of payments are set out in clause 6 below.

5.5 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched ("Dispatch Confirmation"). The contract between us ("Contract") will only be formed when we send you the Dispatch Confirmation.

5.6 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation.

## **6. PROMOTIONAL OFFER**

6.1 From time to time we may make special promotional offers to you. These promotional offers will be displayed on our Site and will remain valid as advertised.

## **7. CONSUMER CANCELLATION RIGHTS**

7.1 Your legal right to cancel a contract under the Consumer Protection (Distance Selling) Regulation 2000 does not apply to sale of newspapers, periodicals or magazines.

7.2 Notwithstanding clause 7.1, you can cancel your Fixed-Term Subscription for any reason and receive a full refund provided the following conditions are met:

(a) You have not accessed any of the contents of your order uploaded into your Library; (b) You inform us in writing that you wish to cancel your order by sending us an email to [support@lekiosk.com](mailto:support@lekiosk.com)

(c) In accordance with the legislation in force, any digital content provided on an intangible medium, whose execution started with your agreement and for which you have waived your right of withdrawal, can not give rise to a refund even partial (Example: you have downloaded and read a magazine).

7.3 Subject to clause 7.2, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 9 below). Your statutory right to cancel a Contract starts from the day of your subscription. When a refund request is granted, you will no longer have access to the Products and they will be removed from your Library.

7.4 You can exercise your statutory right of cancellation by completing our "Contact Form" accessible on our Site.

## **8. PRICE AND PAYMENT**

8.1 The price of the Products will be as quoted on our Site and may change from time to time.

8.2 Product prices include VAT. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

8.3 Product prices are likely to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

8.4 We accept payment by credit card, debit card or PayPal for all orders.

8.5 We will not charge your credit or debit card or PayPal account until we dispatch your order.

8.6 For the iOS version, payment is through your iTunes account. Payment through your iTunes account is also available for Individual Issues and Unlimited Bundle Subscription.

8.7 When you enter your personal and financial information online that information is encrypted using a security protocol called Secure Sockets Layer ("SSL") which encrypts all information prior to transmitting it over the Internet.

## **9. OUR REFUNDS POLICY**

9.1 If you have cancelled the Contract between us within the seven-day cooling-off period in accordance with clause 7, we will process the refund due to you as soon as possible and, in any case, within 30 days of the day on which you gave us notice of cancellation. In this case, we will refund the price of the Product in full.

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9.2 We will refund any money received from you, normally by using the same method originally used by you to pay for your purchase.

## **10. INTELLECTUAL PROPERTY**

10.1 You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all materials and/or content made available as part of your use of our Site shall remain at all times vested in us or our licensors. You are permitted to use our Site only as expressly authorised by us or our licensor.

10.2 You acknowledge and agree that the material and content contained within our Site is made available for your personal non-commercial use only and that you may only download such material and content for the purpose of using our Site. You further acknowledge that any other use of the material and content of our Site is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, display, distribute, commercially exploit or create derivative works of such material and content.

## **11. THIRD PARTY CONTENT**

11.1 We offer all our Products as distributor and not as publisher. We have therefore no editorial control over the content of the Products supplied by third parties and accept no liability for such content.

11.2 Any opinions, advice, statements, services, offers or other information or content expressed or made available by third parties, including those made in our Products, are those of the respective author(s) or publisher(s) and not of ours.

11.3 We do not guarantee the accuracy, completeness or usefulness of any content, nor will we be liable for any loss or damage caused by your reliance on information obtained through.

## **12. INTERNATIONAL USE**

12.1 We make no representation that the content of the Site, the Services and Products is appropriate for use in locations outside of the United Kingdom, and accessing them is prohibited from territories where such content is illegal. If you access the Site, the Services and Products from other locations, you do so at your own initiative and are responsible for compliance with local laws.

## **13. PRIVACY**

13.1 Our current privacy statement is located at <http://www.lekiosk.com> (“the Privacy Policy”) and is incorporated into these Terms by this reference. For inquiries in regard to the Privacy Policy or report a privacy related problem, please contact [support@lekiosk.com](mailto:support@lekiosk.com).

## **14. TERMINATION**

14.1 We may, at our sole discretion, disable your account and preclude access to the Services without notice and without liability if:

- (a) You fail to comply with any of the provisions of the Terms;
- (b) You fail to comply with clause 3.1;
- (c) You fail to pay the amounts due under your account;
- (d) You have acted against our interests

## 15. OUR LIABILITY

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event) including, without limitation

(a) Mechanical, electronic or communication failure or degradation; (b) impossibility of the use of public or private telecommunications networks; (c) the acts, decrees, legislation, regulations or restrictions of any government.

15.2 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

15.3 If we fail to comply with the Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Contract.

15.4 Our aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by you for the Products.

15.5 We only supply the Products for domestic and private use. You agree not to use the Products for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15.6 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;

(b) fraud or fraudulent misrepresentation;

(c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

(d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples)

(e) defective products under the Consumer Protection Act 1987; and

(f) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

15.7 We will take all reasonable precautions to keep the details of your order and payment secure but unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorised access to information provided by you.

## **16. WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and

other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **17. NOTICES AND COMMUNICATIONS**

All notices given by you to us must be given to LEKIOSQUE.FR at 10 boulevard Haussmann 75009 Paris or by e-mail support@lekiosk.com. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 17 above. Notice will be deemed received and properly served immediately when posted on our Site, 24 hours after an e-mail is sent, or five days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## **18. TRANSFER OF RIGHTS AND OBLIGATIONS**

18.1 We may transfer our rights and obligations under the Terms to another organisation, but that will not affect your rights or our obligations under this Contract.



18.2 You may only transfer your rights and obligations under this Contract if we agree to this in writing.

## **19. WAIVER**

19.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of the Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

19.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

19.3 No waiver by us of any of the Terms will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 17 above.

## **20. SEVERABILITY**

If any court or competent authority decides that any of the provisions of the Terms or any provisions of a Contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

## **21. OUR CONTRACT WITH YOU**

We intend to rely upon the Terms and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from the Terms be confirmed in writing.

## **22. OUR RIGHT TO VARY THE TERMS**

22.1 We have the right to revise and amend these Terms at any time in our sole discretion.

22.2 You will be subject to the policies and Terms in force at the time that you order products from us, unless any change to those policies or the Terms is required to be made

by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or Terms before we send you the Dispatch Confirmation.

## **23. LAW AND JURISDICTION**

Contracts for the purchase of Products through our Site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non- contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## **24. THIRD PARTY RIGHTS**

A person who is not party to the Terms or a Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

## **25. CUSTOMER CARE**

For any information or question regarding LeKiosk, the Client can contact our Customer Care by sending an email at [support@lekiosk.com](mailto:support@lekiosk.com) or call +33153761096 or send us a mail at :

LEKIOSK  
Service Client  
10 Boulevard Haussmann  
75009 Paris

# **PRIVACY : THE COOKIES**

## **Introduction**

LeKiosque.fr sas is committed to protecting your personal information when you are using our services. We strive to make our services safe and enjoyable environments for you to use. We have created this separate cookies policy in order to provide comprehensive information about LeKiosque.fr sas's use of cookies across its website portfolio.

This policy provides the following information for users:

Information about cookies

Types of cookies

How do we use cookies?

Analytics on our websites

Advertising on our websites

## Contacting Us

### Information about cookies

#### What is a cookie?

A cookie is a small amount of data, which often includes a unique identifier that is sent to your computer or mobile device (referred to here as a “device”) browser from a website’s server and is stored on your device’s hard drive. Each website or third party service provider used by the website can send its own cookie to your browser if your browser’s preferences allow it, but (to protect your privacy) your browser only permits a website or third party service provider to access the cookies it has already sent to you, not the cookies sent to you by other sites or other third party service providers. A cookie will contain some anonymous information such as a unique identifier and the site name and some digits and numbers. It allows a website to remember things like your preferences or your favorite newspaper.

#### What is a browser?

A browser is an application that allows you to surf the internet. The most common browsers are Chrome, Internet Explorer, Firefox and Safari. Most browsers are secure and offer quick and easy ways to delete information like cookies. Please see the section below "Change your Browser Settings"

#### What do cookies do?

Cookies record information about your online preferences and allow us to tailor the websites to your interests. Information supplied by cookies can help us to analyse your use of our sites and help us to provide you with a better user experience. In order to do this, a cookie is placed on your device to remember this choice. This is a prime example of how cookies are used to improve your experience of a website.

#### Change your Browser Settings'

You can choose how cookies are handled by your device via your browser settings. The most popular browsers allow users to

- a) accept all cookies,
- b) to notify you when a cookie is issued, or
- c) not to receive cookies at any time.

If you choose not to receive cookies at any time, the website may not function properly and certain services will not be provided, spoiling your experience of the website. Each browser is different, so check the “Help” menu of your browser to learn how to change your cookie preferences.

## **Types of Cookie**

### **First Party Cookies**

First party cookies are set by the website you are visiting and they can only be read by that site.

### **Third Party Cookies**

Third party cookies are set by other organisations that we use for different services. For example, LeKiosque.fr sas may use external analytics services and these suppliers may set cookies on our behalf in order to report what's popular and what's not. The website you are visiting may also contain content embedded from, for example, YouTube or Flickr and these sites may set their own cookies.

### **Session Cookies**

Session Cookies are stored only for the duration of your visit to a website and these are deleted from your device when your browsing session ends.

### **Persistent Cookies**

This type of cookie is saved on your device for a fixed period. Persistent cookies are used where we need to know who you are for more than one usage session. For example, if you have asked us to remember preferences like your location or your username.

### **Flash cookies**

Many websites use Adobe Flash Player to deliver video and game content to their users. Adobe utilise their own cookies, which are not manageable through your browser settings but are used by the Flash Player for similar purposes, such as storing preferences or tracking users.

Flash Cookies work in a different way to web browser cookies; rather than having individual cookies for particular jobs, a website is restricted to storing all data in one cookie. You can control how much data, if any, may be stored in that cookie but you cannot choose what type of information is allowed to be stored. You can manage which websites can store information in Flash cookies on your device via the website storage settings panel on the Adobe website.

### **Web beacons, clear GIFs, page tags and web bugs**

These are all terms used to describe a particular form of technology implemented by many websites in order to help them to analyse how their site is being used and, in turn, to improve your experience of their site. They may also be used to target any advertising being served on the web page you are viewing.

A web beacon (or similar) usually takes the form of a small, transparent image, which is embedded in a web page or an email. They are used in conjunction with cookies and send information such as your IP address, when you viewed the page or email, from what device and your (broad) location.

### **How do we use cookies?**

Cookies enable us to identify your device, or you when you have logged in. We use cookies that are strictly necessary to enable you to move around the site or to provide certain basic features. We use cookies to enhance the functionality of the website by storing your preferences, for example. We also use cookies to help us to improve the performance of our website to provide you with a better user experience.

Typically, we use cookies to deliver the following services throughout the pages of our websites:

- To enable us to recognise your device so you don't have to give the same information repeatedly;
- To recognise that you may have requested that we remember your username and password so you don't need to enter your details each time you visit the site;
- To ensure that if you are purchasing a product or service via our websites, your experience is smooth and secure;
- To record what people like and don't like on the website and the popularity of various elements of the website so that we can ensure that it works properly at points of high usage. LeKiosque.fr sas also uses a number of independent measurement, advertising and research companies. They gather information regarding the visitors to our sites on our behalf using cookies, log file data and code which is embedded on our website. LeKiosque.fr sas uses this type of information to help improve the services it provides to its users. Our websites contain advertising and cookies may sometimes be used to deliver this advertising and other marketing messages relevant to you - a practice across the internet and known as behavioural marketing.

### **Analytics on our Websites**

Google Analytics provide anonymised statistical information for us. They process IP addresses and information from cookies used on our sites so we know how many page views we have, how many users we have, what browsers they are using (so we can target our resources in the right way to maximise compatibility for the majority of our users) and, in some cases, in which country, city or region they are located. Importantly, this statistical information also allows us to determine how much we should charge for advertising, and if we are hitting our target audience. If we didn't have these

measurement tools to enable us to get our sums right on the advertising we would have less money to spend on improving our sites' content. Some of the IP address and information from cookies gathered by these providers is processed by them outside the European Economic Area (e.g. Omniture (Visual Sciences) processes data in the United States and we confirm that it satisfies the EU's data protection requirements) always in compliance with the General Data Protection Regulation (GDPR).

### **Advertising on our Websites**

Some advertisements on our sites might be served by a number of third party advertising providers. The cookies accompanying the adverts allow them and their advertisers to monitor the effectiveness of the ads (e.g. by using statistical analysis cookies) and make the ads more relevant to you (e.g. if you use our sites from outside of the UK, you may get ads from your local country).

### **Changes to our privacy policy**

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

### **Contact**

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to LeKiosque.fr sas, 10 boulevard Haussmann, Paris FRANCE (support@lekiosk.com).

## **PRIVACY, UK**

LEKIOSQUE.FR ("We") are committed to protecting and respecting your privacy.

This policy (together with our terms of use (T&C) and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purpose of the Data Protection Act 1998 (the "Act"), the data controller is LEKIOSQUE.FR of 10 boulevard Haussmann, Paris FRANCE.

### **INFORMATION WE MAY COLLECT FROM YOU**

We may collect and process the following data about you:

- Information that you provide by filling in forms on our site <http://www.lekiosk.com> ("our Site"). This includes information provided while registering to use our site, subscribing to our service, posting material or requesting further services. We may also ask you for information when you report a problem with our Site.
- If you contact us, we may keep a record of that correspondence.
- We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.
- Details of transactions you carry out through our Site and of the fulfilment of your orders.
- Details of your visits to our Site including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access.

## **IP ADDRESSES**

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns.

## **COOKIES**

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site.

## **WHERE WE STORE YOUR PERSONAL DATA**

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA") in compliance with the General Data Protection Regulation (GDPR). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely, in accordance with this privacy policy and with data processing regulation such as the General Data Protection Regulation (GDPR).

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using SSL technology. Where we have given you (or

where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

## **USES MADE OF THE INFORMATION**

We use information held about you in the following ways:

- To ensure that content from our Site is presented in the most effective manner for you and for your computer.
- To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.
- To carry out our obligations arising from any contracts entered into between you and us.
- To allow you to participate in interactive features of our service, when you choose to do so.
- To notify you about changes to our service.

We may also use your data, or permit selected third parties (including but not limited to publishers of publications which you purchase through our Site) to use your data, to provide you with information about goods and services which may be of interest to you and we or they may contact you about these by post or telephone, where you have consented for such purposes.

If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale to you, if you have consented to it.

If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this.

If you are happy for us to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which we collect your data (the registration form).

## **Children**

We do not collect, with full knowledge of the fact, any personal data on children under 13. If we are informed that we collected personal data on children under 13, we will take all actions



to erase such information as soon as possible. Regarding children under 16, parental consent will be required before any processing of their personal data.

## **DISCLOSURE OF YOUR INFORMATION**

We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006. We may disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If LEKIOSQUE.FR or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or terms and conditions of supply and other agreements; or to protect the rights, property, or safety of LEKIOSQUE.FR our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

## **YOUR RIGHTS**

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You will be asked to choose whether you accept or not such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at [LeKiosque.fr sas, 10 boulevard Haussmann, Paris FRANCE \(support@lekiosk.com\)](mailto:support@lekiosk.com).

Our Site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

## **ACCESS TO INFORMATION**

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. The GDPR gives you also the right to rectify any information we held about you, a right to be forgotten that is to say a right of erasure of all the personal data we have on you but this would mean that you will no longer have an account on Lekiosk and it will be impossible for you to use the Site without creating a new account. The GDPR also gives you the right to restrict

processing of your personal data, the right to object to processing and the right of data portability which is the right to transfer your personal data between two online platforms.

## **CHANGES TO OUR PRIVACY POLICY**

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

## **CONTACT**

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to LeKiosque.fr sas, 10 boulevard Haussmann 75009 Paris France (support@lekiosk.com).