



This document includes Pradeo Security solution's **General Terms of Use and Data Protection Policy**.

SOLUTION PRADEO SECURITY

Legal Mentions and General Terms of Use

Update February 2021

The purpose of these Legal Mentions and General Terms of Use is to define the terms and conditions of access and use of the PRADEO SECURITY solution comprising:

- The service platform accessible via the www.pradeo-security.com website
- PRADEO SECURITY mobile applications, public and dedicated to third parties.

Continuing navigation on the platform and/or the presence of one of the applications on your device is earned full acceptance of the following provisions and terms of use.

The current online version of these terms of use is the only one that can be enforced for the duration of the solution's use and until a new version replaces it.

LEGAL

Platform ('the Platform'): www.pradeo-security.com

Application ('the' application): PRADEO SECURITY public or dedicated mobile applications.

Solution (hereafter referred to as "The Solution") is the Platform and Applications.

Publisher (hereinafter referred to by "Publisher" or "PRADEO"): the company PRADEO SECURITY SYSTEMS, SAS with a capital of 50,660 euros whose head office is Les Portes d'Antigone - Building B, 71, Place Vauban 34000 Montpellier registered at the RCS of Montpellier under the number 525 074 092, represented by Mr. Clement in the capacity of President.

Contact: Tel: 33 (0) 4 67 20 99 11 / Email: contact@pradeo.com

Editor: Clement Saad (President)



The host of the Site (hereafter referred to as "The Host"): OVH, a SAS company with a capital of 10,069,020 euros whose head office is located 2 Kellermann Street, 59100 Roubaix - France, registered at the RCS of Lille Metropole under the number 424 761 419 00045.

The data centers that host the Solution are located at 2 Kellermann Street in Roubaix.

TERMS AND CONDITIONS FOR THE SOLUTION TO BE USED

1. DEFINITIONS

The Solution ('The Solution') provides the PRADEO SECURITY security services as explicitly requested by a third party when opening their account.

A Third party ('the Third') is a client, prospect or partner acting as a client to PRADEO in the use of the Solution.

An account ('The Account') represents all third-party data provided and processed as part of the solution's use.

The Platform ('The Platform') allows the administrator to manage the Solution's services on behalf of the Solution.

The Administrator ('Administrator') is the person navigating the Platform and responsible for deploying the App (s) on users' mobile devices if necessary.

The user ('User') is the person with the Application on their device.

The partners ('Partners') are companies offering complementary solutions to PRADEO's platform.

Taken individually "PRADEO" or "Third Party" represent "one Party" and jointly "The Parties."

2. VALIDITY AND ACCEPTANCE

The Administrator must be aware of the General Terms of Use. They are indivisible and their acceptance applies to the whole, expressed only once on behalf of the Third Party. Under no circumstances can a Director unilaterally waive the application of one or more of the clauses. The General Terms of Use apply fully and exclusively, with the exception of the mandatory provisions of the applicable law.

If an Account has multiple Administrators, the first acceptance of these Legal Mentions and Terms of Use applies to the Third Party and consequently to all Administrators and Users associated with the Account.

The Administrator undertakes to bring to the attention of each User the present Legal Mentions and General Terms of Use and to ensure their full acceptance.

Each user of a PRADEO Mobile Application undertakes to review and accept these Legal Mentions and General Terms of Use. In the absence of full acceptance, it will not be allowed access to the Mobile Application.

3. SCOPE

The purpose of the General Terms of Use is to define the terms and conditions for access and use of the Solution, which is aimed at providing PRADEO SECURITY security services and presenting complementary solutions from its Partners.

4. PRESENTATION OF THE SOLUTION

4.1. Use and access to the Solution

All costs, whatever they may be, related to access to the Solution are exclusively borne by the Third Party, solely responsible for the proper operation of its computer equipment as well as its access to the Internet.

4.2. Solution Availability

The Editor does his best to allow the Administrator access to the Platform 24 hours a day, 7 days a week, except in case of force majeure and subject to the following.

The Publisher will be able at any time, without liability being incurred:

- Suspend, interrupt or limit access to all or part of the Platform
- Reserve access to the Platform, or parts of the Platform, to a specific category of user.
- Delete any information that may disrupt the operation or in violation of national or international laws, or with the rules of the Netiquette;
- suspend or limit access to the Platform for updates.

The Publisher is relieved of any responsibility in case of inability of all or part of the Solution due to an event beyond its control (including problems on third-party equipment, technical vagaries, disruption on the internet).

The Third recognizes that the Publisher's obligation to the availability of the Solution is a mere obligation of means.

4.3. Solution Content

All trademarks, distinctive brand elements, domain names, photographs, texts, comments, illustrations, animated or non-animated images, video sequences, sounds, as well as any computer elements that could be used to make the Solution work and more generally all items reproduced or used on the Solution are protected by applicable intellectual property laws.

They are the full property of the Publisher and/or its Partners. Any reproduction, representation, use or adaptation, in any form, of all or part of these elements, including computer applications, without the editor's prior and written consent, is strictly prohibited. The fact that the Publisher does not initiate proceedings as soon as it becomes aware of these unauthorized uses is not worth accepting such uses and waiving the proceedings.

5. RESPONSIBILITY

The Editor's liability cannot be sought, in particular:

- If the Solution is used to be contrary to its purpose,
- because of the use of the Solution or any service accessible via the Internet,
- due to the Third Party's failure to comply with these terms and conditions of use,
- In the event of a cut-off of the internet and/or intranet network,
- in the event of technical problems and/or a cyber-attack affecting premises, digital installations and spaces, software, and equipment owned or placed under the responsibility of the Third Party.

Furthermore, the Publisher is not responsible for the damage caused to the User, the Administrator, the Third Party, third parties and/or the equipment of the User, Administrator or Third party as a result of the connection or use of the Solution.

If the Publisher were to be the subject of an amicable or judicial procedure due to the use of the Solution by the User, the Administrator or the Third Party, he may turn against the Third Party to obtain compensation for any damages, sums, convictions and costs that might result from this procedure.

The connection material to the Solution used by the User or Administrator is under the full responsibility of the Third Party.

Users must take all appropriate measures to protect their own equipment and data, especially in the event of viral attacks over the Internet. The User is also solely responsible for the sites, applications and data he consults.

The Publisher makes no commitment as to the relevance of all or part of the content of the Solution, particularly regarding the solutions proposed by its Partners.

Thus, the Publisher does not guarantee the accuracy and completeness of the contents of the offers of its Partners whose all-related information is informed by the Partners.

Partners are solely responsible for the information they provide about the Solution about them and their solutions.

The Publisher, as an intermediary between the Third and the Partner, will never be able to see liability for any cause in relation to the performance of the Partner's obligations to the Third Party even though claims would be made to him by the Third Party.



6. LINKS TO OTHER SITES

The setting up by the User, Administrator or third party of any hyperlinks from any site and/or application and any device to all or part of the Solution is strictly prohibited, unless prior and written permission from the Editor, requested by email to the following address: contact@pradeo.com.

The Publisher is free to refuse this authorization without having to justify in any way its decision. If the Publisher gives its permission, it is in all cases only temporary and can be withdrawn at any time, without any obligation of justification at the expense of the Editor.

In any case, any link must be removed at the request of the Editor.

The Solution contains links to third-party websites and Partners. Related sites are not under the control of the Publisher who is not responsible for their content as well as in the case of any technical problem and/or security flaw a result of a hyperlink affixed with or without the latter's formal consent.

It is up to the Third Party to make all necessary or timely checks before making any transaction with any of these third parties and Partners.

7. GENERAL PROVISIONS

8.1. Force majeure

The liability of either party cannot be sought if the execution of these Legal Mentions and General Conditions of Use is delayed or prevented due to a case of force majeure or a fortuitous case, due to the other Party or a third party or external causes such as social conflicts, intervention of civil or military authorities, natural disasters, fires, water damage, interruption of the telecommunications network or power grid, breakdowns, accidents, traffic jams.

8.2. Complete contract

The Parties recognize that these Legal Mentions and General Terms of Use constitute the full conditions and terms and conditions of access and use of the Solution.

8.3. Nullity

If any of the stipulations of these Legal Mentions and General Terms of Use were to be null and void under a rule of law in force or a judicial decision that had become final, it would then be deemed unwritten, without causing the nullity of these provisions or altering the validity of its other provisions.

8.4. Waiver

The fact that either of the Parties does not claim the application of any clause of these Legal Mentions and General Conditions of Use or acquiesces to its non-performance, whether permanently or temporarily, cannot be construed as a waiver by that Party of the rights that flow to it from that clause.

8.5. Personal data

PRADEO wishes to inform you through this policy of how we collect, process and protect your personal data processed through our PRADEO SECURITY solution (hereafter referred to as the "solution") grouping:

- our service platform accessible via the www.pradeo-security.com website (hereafter referred to as the "platform");
- our public and dedicated PRADEO SECURITY mobile applications (hereafter referred to as "apps");
- our PRADEO SECURITY security modules embedded in third-party applications, used in the associated service (hereafter referred to as "modules").

PRADEO complies with all French and European regulatory and legislative provisions relating to the protection of personal data.

PRADEO is engaged in an ongoing process of protecting its users' data, in accordance with the amended Computer and Freedoms Act of 6 January 1978 ('LIL') and the General Data Protection Regulation (EU) of 27 April 2016 ('RGPD').

As such, PRADEO applies an extremely strict policy to ensure the protection of personal data processed in a transparent, confidential and secure manner.

This policy is intended to inform you of our practices regarding the collection and use of manipulated personal data in the delivery of our solution.

We invite you to read this document carefully to learn and understand our practices regarding the processing of personal data.



The personal data we collect

FRAMEWORK FOR USING THE SOLUTION

PRADEO opens accounts for access and use of our solution to our customers, prospects, or partners (hereafter referred to as "third parties") on explicit request.

When the first connection to the platform is made, the account administrator must accept our Terms and Conditions of Use. By this acceptance, the administrator assures PRADEO that the data collected and processed by PRADEO has received prior consent from users.

TYPES OF DATA COLLECTED

From our platform

PRADEO collects the following data:

- IP addresses connecting to the platform.
- On the administrators of our solution: Civility, Name, First name, professional email, professional phone number.
- On mobile devices protected by our apps:
 - o Optional information provided by administrators: name, first name, function, professional email and users' phone number.
 - o Synchronized information on explicit request from the third party through the implementation of integration with a partner's terminal management (MDM) solution:
 - Information about the hardware (IMEI, IMSI number, hardware serial number (UDID)) used by users.
 - User information: name, first name, function, business email and phone number.

In case you connect to our platform, PRADEO will have access to certain data. During each of your visits, we may collect, in accordance with applicable legislation, if applicable, information about the devices on which you use our services or the networks from which you access our services, such as your IP addresses, login data, types and versions of internet browsers used, types and versions of plugins in your browser., operating systems and platforms, data about your browsing path on our site, including your journey on the various URL pages of our site, the content you access or view, the search terms used, the download errors, the length of time certain pages are visited, and the interactions with the pages.



From our mobile apps

PRADEO collects the following data on mobile devices protected by our solution:

- IP addresses connecting to the platform,
- Information about the material used by the user (IMEI no. 1, IMSI number, serial number or UDID),
- Users' phone number,
- Data on the security context of the user's terminal:
 - The list of applications and if necessary, the executable files of the applications installed on the user's terminal,
 - Tracking and historizing the activation/deactivation by the user of Bluetooth, NFC, Proxy, VPN, NFC, location, unknown sources, debug mode, accessibility, data encryption, security functions, developer mode.
 - Tracking and historizing hosts file changes or "rooting" the user's terminal. Historization of the alert but not of the file.
 - Scanning SMS and files (on the user's phone) and historizing alerts (but not SMS and files).
 - Identification and historization of alerts for unreliable certificates, installation of third-party certificates, non-up-to-date or vulnerable systems.
 - Tracking and historizing prohibited or risky WIFI and suspicious relay antennas.
 - Geolocation of the user's terminal (not enabled by default).
 - Lists of phishing URLs viewed by the user on their device.
- Optional information manually provided by the user of the terminal: Name, first name, function, professional email, and phone number.

The user is informed that data relating to the security context of the user's terminal as mentioned above is collected by PRADEO so that its services can be delivered through its application. If the user refuses access to this data to PRADEO then he will not be able to benefit from these services.

From our built-in modules in third-party mobile applications

PRADEO collects the following data on mobile devices hosting an app that embeds with one of our modules:

- Data on the security context of the user's terminal:
 - The list of applications and if necessary, the executable files of the applications installed on the user's terminal,
 - Tracking and historizing the activation/deactivation by the user of Bluetooth, NFC, Proxy, VPN, NFC, location, unknown sources, debug mode, accessibility, data encryption, security functions, developer mode.
 - Tracking and historizing hosts file changes or "rooting" the user's phone. Historization of the alert but not of the file.
 - Identification and historization of alerts for unreliable certificates, installation of third-party certificates, non-up-to-date or vulnerable systems.
 - Tracking and historizing prohibited or risky WIFI and suspicious relay antennas.





To identify the user's terminal, the module generates a unique, non-reversible identifier that is associated with the security data collected. This process ensures the pseudonymization of the terminal and therefore of the user as part of the collection and processing of the above listed information and carried out by the solution.

The third party, via the app carrying the module and/or the explicit request for the implementation of a data export can retrieve the unique terminal identifier generated by the module and potentially associate it with the terminal and the user of the terminal. The collection and processing of this information is the responsibility of the third party in relation to the intended purposes.

Statistical data

PRADEO also uses user data in an aggregated and pseudonymized form using a non-vulnerable hash function, which does not directly identify the individuals involved. This treatment is performed by PRADEO for the purpose of improving its solution.

At the end of its relationship with the user, any identification becomes impossible, and the data is therefore anonymized. PRADEO will therefore be able to keep these anonymized data for statistical purposes.

Purpose of the personal data we collect

PRADEO uses the data collected to conduct its business and ensure the provision of its solution. In particular, we use them to improve our solution.

We can also use this data to communicate with the administrator, for example, to give you information about security news, our latest content and our solution.

We use the data we collect to:

FINALITES	LEGAL FOUNDATION
Ensure the supply of our solution;	This treatment is necessary to carry out our contractual obligations.
send newsletters, share our news and inform you of developments in our solution;	This treatment is (i) based on our legitimate interest (promote our solution), and/or (ii) on your consent.
Manage our solution and perform internal technical operations in the context of problem solving, data analysis, testing, research, studies and surveys;	This treatment is based on our legitimate interest (ensuring the safety of our solution and improving its characteristics).
Improve and optimize our solution, including ensuring that our content is right for your device.	This treatment is based on our legitimate interest (provide you with suitable content).
Help us preserve a safe and healthy environment for our solution	This treatment is (i) based on our legitimate interest (ensuring the security of our solution), (ii) necessary to comply with our legal obligations.



Who has access to the personal information we collect and for what purpose?

Personal data collected for an account is intended for the exclusive use of that account as part of the use of our solution.

Personal account data is not visible from other accounts.

Only qualified PRADEO production administrators, subject to a strict confidentiality clause, can access the data. Their access is logged, and the actions carried out are traced.

Personal Data may be communicated to the technical providers responsible for the maintenance and hosting of its computer system and the solution as well as to its partners who have integrated the solution into their own solution, or partners whose modules or features are included in the solution and, in the case of its legal department, its litigation department, and those responsible for dealing with the relationship with you, only for the purposes mentioned above and within the necessary limit to carry out the tasks conferred on them.

PRADEO requires these recipients to use your personal data only to manage the services they are responsible for and in accordance with applicable privacy laws and regulations.

By default, data collected from our mobile applications and related to the security context of users' devices is not shared with the solution administrator. However, the user may expressly choose to access some of this data (list of applications installed on the user's terminal, phishing URL visited by the user).

Finally, PRADEO reserves the right, after obtaining your express permission, to use directly or indirectly (for example by transmitting them to its partners) your Personal Data for commercial exploration purposes.

PRADEO will also be able to share your personal data:

- If we have a legal obligation to disclose personal data or if we believe in good faith that this is necessary to (i) respond to any claim against PRADEO, (ii) comply with any judicial request.
- If PRADEO sells a business or assets, in which case we reserve the possibility to share your Personal Data with the potential buyer of that company or those assets. If necessary, new information will be sent to the individuals concerned.

What are your rights to your personal data (Article 15 to 22 of the RGPD)?

PRADEO invites users to approach their account administrator to exercise their rights over their personal data.

In any event, on the basis of proof of your identity and if the conditions for the exercise of these rights are met, you can exercise your right of access, right of rectification, right to erase, right to limit treatment, right of opposition, right to portability of data, right to define guidelines relating to the fate of his data, after his death by contacting directly our interlocutor in relation to the protection of your personal data. , at the following email address: dataprivacy@pradeo.com



Right to information

You have the right to receive a copy of your Personal Data in our possession by contacting our contact directly regarding the protection of your personal data, at the following email address: dataprivacy@pradeo.com

You can, by email, ask us to confirm if your personal data will be processed by us.

If such a treatment has taken place, you can ask us for the following information:

- (1) The purposes for which personal data is processed
- (2) Categories of personal data processed
- (3) Recipients or categories of recipients to whom your personal data has been or is still disclosed.
- (4) The expected shelf life of personal data about you or, if no specific information is possible, the criteria for determining shelf life.
- (5) the existence of a right to correct or delete your personal data concerning you, a right to limit treatment by the person responsible for the treatment or a right to object to such treatment.
- (6) The existence of a right of appeal to a supervisory authority.
- (7) Any information available on the origin of the data if the personal data is not collected from the person concerned.
- (8) automated decision-making, including suitable profiling. 22, al. 1 and 4 of the RGPD and - at least in these cases - useful information on the logic involved and on the intended scope and effects of such treatment for the person concerned.

You have the right to ask if your personal data is transferred to a third country or an international organization. In this context, you can ask to be informed of the appropriate guarantees in accordance with art. 46 of the RGPD as part of the transmission.

Right to rectify

You have the right to correct and/or complete with the processing manager if the personal data processed about you is incorrect or incomplete. The person in charge will make the correction without delay.

Whenever PRADEO deals with Personal Data, PRADEO takes all reasonable steps to ensure the accuracy and relevance of Personal Data to the purposes for which PRADEO collects it.

If the User wishes to correct them, the User can contact PRADEO in writing at the following email address: dataprivacy@pradeo.com.

In this case, the User must indicate the Personal Data that he would like PRADEO to correct, update or delete, by identifying himself precisely with a copy of an ID (identity card or passport). Requests to delete Personal Data will be subject to the obligations imposed on PRADEO by law, including the retention or archiving of documents.



Right to limit treatment

You can request that the processing of your personal data be limited, under the following conditions:

- (1) If you question the accuracy of your personal data during a period of time that allows us to verify the accuracy of personal data;
- (2) If the processing is illegal and you object to the deletion of personal data and instead ask that the use of personal data be limited;
- (3) if we no longer need personal data for processing purposes, but you need it to argue, exercise or defend legal action, or even
- (4) if you have objected to the treatment and it has not yet been established whether our justified reasons outweigh yours.

If the processing of your personal data has been limited, such data may only be processed - outside of its storage - with your consent or for the purpose of asserting, exercising or defending rights or protecting the rights of another individual or legal person or for reasons of significant public interest of the Union or a Member State.

If the treatment restriction has been limited in accordance with the above conditions, we will notify you before the restriction is lifted.

Right to be removed

How long your data is stored

Your data is kept in accordance with the law for a period justified by the purpose of the treatment and, in any event, during the periods of legal preservation. If your account has been suspended or blocked, we will keep your data for the duration of legal requirements to avoid any circumvention by your part of the rules in force on our Platforms.

Obligation to remove

You can also request the erasure of your Personal Data ("right to delete"). Please note that we may retain certain information about you when required by law or when we have a legitimate reason to do so.

You can ask us to immediately delete your personal data and we are required to delete this data immediately as long as one of the following reasons applies:

- (1) Personal data about you is no longer necessary for the purpose for which it was collected or processed.
- (2) You revoke your consent, on which the treatment was based, and the treatment is not based on any other legal basis.
- (3) You object to treatment and there are no compelling and legitimate reasons for treatment, or you object to treatment for commercial exploration purposes.
- (4) Personal data about you has been illegally processed.
- (5) The removal of your personal data is necessary to satisfy a legal obligation under European Community law or the law of the Member States to which we are subject.



Exceptions

The right to remove does not exist if treatment is necessary:

- (1) To enable the performance of a legal obligation required for the treatment to which the person in charge of the treatment is subjected.
- (2) To assert, exercise or defend legal rights by PRADEO.

Right to data portability (Portability)

You also have the right to portability of your data, that is, the right to receive the Personal Data you have provided to us in a structured format, commonly used and readable by the machine and the right to transmit this data to another processing manager ("right to portability"), provided that:

- (1) Treatment is based on consent or a contract
- (2) processing is done using automated methods.

By exercising this right, you also have the right to request that your personal data be transferred directly by PRADEO to another processing manager, if this is technically possible. The freedoms and rights of others should not be affected.

Right of opposition

You may practice at any time objecting to the processing of your data based on a legitimate interest of PRADEO; including profiling.

In such cases, we will no longer process personal data about you unless we can provide evidence of compelling reasons worthy of protection for treatment, which outweigh your interests, rights and freedoms, or if the treatment is used to assert, exercise or defend legal rights.

PRADEO conducts profiling activities using the data processed here only for marketing purposes.

If your personal data is processed for direct marketing purposes, you are entitled at any time to object to the ad-by handling of your personal data.

If you object to direct marketing processing, your personal data will no longer be processed for these purposes.

Right to revoke consent to data processing

You have the right to revoke your consent to the processing of the data at any time. The revocation of consent does not affect the legality of treatment on the basis of consent until revocation.

Right of appeal to a supervisory authority

Without prejudice to any other administrative or judicial remedy, you have a right of appeal to the CNIL, or any other competent supervisory authority in the Member State in which you reside, work or suspect an infringement, if you believe that the handling of your personal data is contrary to the RGPD.



CNIL:

<http://www.cnil.fr>

By phone at '33(0)1 53 73 22 22

By mail:

Commission Nationale de l'Informatique et des Libertés

3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07

SECURITY

To ensure the security and privacy of Personal Data, PRADEO uses networks protected by standard devices such as firewalls.

When processing Personal Data, PRADEO takes all organizational, technical, software and physical measures to protect them from loss, misuse, unauthorized access, disclosure, tampering or destruction.

Our solution is hosted within the European Union in the databases of hosts that comply with the GDPR.

However, some Personal Data is transferred to software solution vendors in a third country that do not have equivalent safeguards for the protection of personal data (United States). As such, PRADEO has entered into agreements with these publishers in accordance with the standard data protection clauses adopted by the European Commission. These clauses can be communicated to users upon their request.

8.6. Applicable law and disputes

Express agreement between the Parties, these Legal Mentions and General Terms of Use are governed and subject to French law.

They are written in French. If they are translated into one or more languages, only the French text would be authentic in the event of a dispute.

ANY DISPUTE RELATING TO THE CONCLUSION, INTERPRETATION, EXECUTION OR TERMINATION OF THE PRESENT LEGAL MENTIONS AND GENERAL CONDITIONS OF USE WILL BE SUBMITTED TO THE MONTPELLIER COURT EXCLUSIVELY COMPETENT, INCLUDING IN REFEREAS, NOTWITHSTANDING THE APPEAL FOR GUARANTEE OR THE PLURALITY OF DEFENDERS.

The French version of this document must prevail over any translation about all the concepts, definitions, turns of words and expressions related.