

# Village messenger Policies

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## 2. POLICIES

Effective: May 25th, 2018

### 2.1 PRIVACY POLICY

#### 2.1.1 INTRODUCTION

Our privacy policy will help you understand what information we collect at village messenger, how we use it, and what choices you have with respect to the information. **Privacy Policy integrates the changes in data protection law and we have decided to make the policy clear and understandable since the very beginning of village messenger (Privacy by design) and integrate GDPR in the core of our business.**

When we talk about “village messenger,” “we,” “our,” or “us” in this policy, we are referring to BS Factory SAS, the company which provides the Services. When we talk about the “Services” in this policy, we are referring to our online platform. Our Services are currently available for use via applications specific to your mobile device.

#### 2.1.2 PURPOSE OF THE PROCESS OF PERSONAL DATA BY VILLAGE MESSENGER

The data collected by village messenger are necessary to the smooth operation and improvement of the service proposed by the Application to the Users and Customers.

These data can also allow village messenger to realize statistical studies and marketing analysis relating to the use of the Application and its services by the Users and Customers. It allows village messenger to send promotional messages from advertisers and other partners via the Application. However, village messenger never transfers any personal data of its Users or Customers to such advertisers and partners.

Village messenger can access, store and share the User’s/Customer’s personal data with authorized third parties in order to answer to a legal demand or to conform itself to legal obligations, to detect or prevent fraudulent activities or security attempt to the services, in application of the legislation. The personal data, visible or not to the other Users/Customers, are not commercialized by village messenger to third parties.

#### 2.1.3 FAIR COLLECTION OF PERSONAL DATA -TYPE OF DATA COLLECTED

##### 2.1.3.1. User and Customer Data

If you create an User account, you are an “User,” as further described in the User Terms of Service. If join a private village, you are using the Services by invitation/approval of a Customer (whether that Customer is your employer, another organization, or an individual) and your Personal Data remains your personal possession.

Village messenger will store the User's/Customer's personal data for as long as required in order for the User/Customer to use his/her Account. The User/Customer is however informed that all of his/her personal data shall be stored for one year after his/her account is deleted so that it can be reallocated if the User/Customer signs up again.

Furthermore, please note that in accordance with its status as a hosting provider, village messenger has a legal obligation to retain some of Users'/Customers' personal data for a period of one year based on Article 6, II of the French Trust in the Digital Economy Act (Loi pour la Confiance dans l'Economie Numérique) of 21 June 2004.

Pursuant to the Decree of 25 February 2011 pertaining to the retention and communication of data, the retention period applied to village messenger is calculated from the moment the content is created for data referred to by 1° and 2° of Article 6, II of the French Trust in the Digital Economy Act.

Village messenger may also collect and receive the following information regarding User/Customer data:

#### **Identity and Account creation information**

The registration form must be completed in order to access the Services, and village messenger provide an User/Customer various choices: connection using the mobile phone number or via Facebook Connect, to simplify the process.

An Users/Customer may provide information such as an first and surname, email address, phone number, profile photo. In case connecting via Facebook, village messenger collects only your public data such as First name, Surname, Profile Photo.

- First and Last name:
  - If collected through Facebook, we will collect the first name and the surname such as publicly declared to Facebook.
  - If an User/Customer decide to discuss in some of public/private village subjects or topics, in order to protect his/her privacy, only his/her first name and the first letter of his/her last name will be disclosed to other Users (i.e. Peter D.)
  - If an User/Customer decides to send a contact request to some of other Users, they will be able to his/her your details such as full first and last name, email and phone number, depending on information give upon account creation . Be careful who you add as a contact.
  - If an User decides to join a private village, his first name and surname will be disclosed to private village Administrator(s) in order to manage access.
- Profile Photo
  - The User/Customer must provide a profile picture. If collected through Facebook, it must be at least a public profile picture. The User/Customer has the option of removing this photo and/or adding other photos to his/her Account from his/her Facebook account or smartphone.
  - For the sake of transparency and in order to prevent cyber-bulling, the published photos must represent the User/Customer and shouldn't mislead the other User/Customer on his/her identity and/or physical appearance.
  - These photos cannot represent neither a famous person nor include the photo of a minor, neither represent a racist, chocking, illegal, sexual message nor contained personal information.

- The photos are published in the App under the sole responsibility of the User/Customer.
- By becoming a User/Customer, the latter accepts the publication of his photos on the App.
- If you decide to discuss in some of public/private village subjects or topics, besides your first name and the first letter of your last name, your profile picture will be disclosed as well to other Users. Your profile picture will never be visible to Users that are not connected to our app.
- Email address:
  - The User/Customer guaranty that he will check the validity of his e-mail address and/or modify it in order to facilitate the communication with village messenger.
- Phone number
  - We fully understand that some of our Users/Customers prefer to connect via phone number, so we provide them that possibility. In order to ensure the authenticity and enable Account creation, a unique code is sent to declared phone number.
  - The User/Customer guaranty that he will check the validity of his phone number and/or modify it in order to facilitate the communication with village messenger.

### **Geo-location information**

Village messenger has for main purpose and vocation to allow Users/Customers to exchange with other Users in the same area in order to facilitate virtual or real life meet up and exchanges. Precise GPS location from mobile devices is used in real-time only with User/Customer permission and in order to be able to provide you the basis of our services which is geo-localized chat. WiFi and IP addresses received from your browser or device may be used to determine approximate location.

Your geo-location is not used as soon as you exit the village messenger mobile application. We do not store at any moment your geo-location or provide it to third parties. We do not track the movements and/or itinerary of Users/Customers. The exact position or the itinerary of n User/Customer is not available to the other Users.

The User/Customer is free to withdraw his/her consent at any time, and deactivate the geo-tracking technology on his smartphone. By doing that, the User's/Customer will not be able to be geo-localized anymore and thus not being able to exchange with other Users in the nearby.

### **Private village setup information**

When a Customer creates a private village using the Services, we may collect an email address, a private village name, private village photo. We may also collect administrative team contact info, such as an email address.

### **Services usage information**

This is information about how you are accessing and using the Services, which may include administrative and support communications with us and information about the private villages, subjects, people, features, content, and links you interact with, and what third party integrations you use (if any).

### **Log data**

When you use the Services our servers automatically record information that your mobile app sends when you are using it. This log data may include your Internet Protocol address, the date and time of your use of the Services, plug-ins, language preferences, the protocol types used, the operation type, the operation dates and times;

### **Mobile device information**

We may collect information about the device you are using the Services on, including what type of device it is, what operating system you are using, device settings, application IDs, unique device identifiers, IP addresses and crash data. Whether we collect some or all of this information often depends on what type of device you are using and its settings.

### **Billing and other information**

For Customers that purchase a paid version of the Services, our corporate affiliates and our third party payment processors may collect and store billing address and credit card information on our behalf or we may do this ourselves.

### **Transaction Data**

village messenger does not collect or process any bank data. The Apple App Store, Google Play Store and the Windows Phone Store have opted to refrain from sending certain data to mobile applications, which includes any banking and financial information. Such data is collected and processed solely by the above platforms, and village messenger does not have the option of changing this payment method.

### **Communications Data exchanged**

Communication data is stored on village messenger's servers solely in order to provide the Service that allows conversations to take place between Users/Customers situated in the same village area or between Users that decided to connect and exchange direct messages.

Direct messages are strictly private and shall only implicate the Users in question. No managers or employees hold or exercise any rights to view these conversations or the circumstances surrounding them, including those authorized to process data except in case of judicial request, legislative or administrative disposition and/ or in case of element of proof provided to village messenger by an User/Customer in the eventuality of a reporting. Moreover, these strictly private Messages shall not be accessible to other Users who have not participated in such Messages, or to unconcerned Internet users or any third parties.

The retention period applied to village messenger is calculated from the moment the agreement is cancelled or the profile is deleted, i.e.: First names and surnames, e-mail addresses, Phone numbers.

Village messenger ensures that the personal data the User/Customer has published on the Application is strictly invisible to non-registered internet users and third parties. Village messenger cannot be held liable for data published on its platform and disclosed by an User/Customer.

Village messenger undertakes to make every effort and to invest all means at its disposal in order to guarantee that the stored data is as secure as possible. It is however the Users'/Customers' sole responsibility to take appropriate action in order to protect his/her personal data.

### 2.1.3.2. Sensitive Data

Certain data is legally classified as “sensitive” pursuant to Article 8 of the French Act n° 78-17 of January 6, 1978, known as the “Loi Informatique et Libertés” (French Data Protection Act). The User/Customer may decide during his exchanges in public/private village or direct messages with another User to provide sensitive data related to him/her such as (for example and not limited to) his/her ethnic origin or political views, and thereby expressly consents to the collection of such sensitive data.

The User/Customer won't be in any case forced to give us some sensitive data and village messenger does not encourage the disclosure of such sensitive data. Despite that, if the User/Customer decides to disclose such data during his/her exchanges, the disclosure is considered as an express consent to the collect and process of these data by village messenger.

## 2.1.4 HOW WE USE YOUR INFORMATION

We use your information to provide and continuously improve the Services.

### 2.1.3.1 User and Customer Data

Village messenger may access and use User/Customer Data as reasonably necessary and in accordance with User's/Customer's instructions to

- a) provide, maintain and improve the Services;
- b) to prevent or address service, security, technical issues or at a User's/Customer's request in connection with User/Customer support matters;
- c) as required by law or as permitted by the Data Request Policy and
- d) as set forth in our agreement with the User/Customer or as expressly permitted in writing by the User/Customer.

### 2.1.3.2 Other information

We use other kinds of information in providing the Services. Specifically:

- **To understand and improve our Services:** we carry out research and analyze trends to better understand how Users/Customers are using the Services and improve them.
- **To communicate with you:** If you contact us with a problem or question, we will use your information to respond.
- **Sending emails and village messenger messages:** We may send you Service and administrative emails and messages. We may also contact you to inform you about changes in our Services, our Service offerings, and important Service related notices, such as security and fraud notices. These emails and messages are considered part of the Services and you may not opt-out of them. In addition, we sometimes send emails about new product features or other news about village messenger. You can opt out of these at any time.
- **Billing and account management.** We use account data to administer accounts and keep track of billing and payments.
- **Communicating with you and marketing.** We often need to contact you for invoicing, account management and similar reasons. We may also use your contact information for our own marketing or advertising purposes. You can opt out of these at any time.

- **Investigating and preventing bad stuff from happening:** we work hard to keep the Services secure and to prevent abuse and fraud.

### 2.1.3.3 Transfer of Personal Data outside the EU

When registering, the User/Customer expressly consents to his/her data being transmitted to subcontractors and hosted on servers by our service providers outside the European Union, for proper provision of the service, to the end of elaborating statistical studies and for the purpose of providing customer care support to Members.

Village messenger guarantees that the transfers are made under conditions ensuring the confidentiality and security of the data and providing for an adequate level of protection with respect to the Article 68 and 69 of the French Data Protection Act (Loi Informatique et Libertés).

## 2.1.5 YOUR CHOICES

### 2.1.4.1 User and Customer Data

An User/Customer has many choices and control over User/Customer Data. For example, User/Customer may provision or deprovision access to the Services, manage permissions, retention and export settings, etc.

In accordance with the French Data Protection Act, each User/Customer has the right to access, correct and contest his/her personal data. Village messenger is attentive to its Users'/Customers' concerns, and therefore undertakes to comply with personal data protection rules and deal with requests of this kind as soon as possible. Subject to proof of identity, Users/Customers may exercise their rights by sending a letter or e-mail to the address shown in Article 2.1.4.2.

The right to access allows the User/Customer to ask village messenger for data pertaining to him/her in an accessible format, based on Article 39 of the French Data Protection Act (Loi Informatique et Libertés).

The right to correct grants the User/Customer the right to ask village messenger to correct, add to, update or delete any personal data pertaining to him/her which is inaccurate, incomplete, ambiguous, out-of-date, or whose use, communication or storage is prohibited based on Article 40 of the French Data Protection Act (Loi Informatique et Libertés);

The right to contest grants the User/Customer the free-of-charge and discretionary right to contest the use of its data by village messenger for the purpose of commercial prospection, based on Article 38 of the French Data Protection Act (Loi Informatique et Libertés).

The right to cancel grants the User/Customer the right to ask the suppression free of charge of the data transmitted to village messenger within the limit of the legal obligation imposed to village messenger as a hosting provider.

The right for the User/Customer to set his or her guidelines for the retention, deletion and communication of his or her personal data after his or her death, based on Article 40-1 of the French Data Protection Act (Loi Informatique et Libertés).

These rights may only be exercised within the limits of village messenger's resources as regards its linking with Facebook Connect. Some of the data is sent to village messenger by Facebook Connect and cannot be corrected without Facebook's assistance.

The Member can at his/her initiative rectify most of his/her personal data on the App.

#### *2.1.4.2 Contact village messenger*

If you have any questions about your information, our use of this information, or your rights when it comes to any of the foregoing, you may contact us at [legal@village-messenger.com](mailto:legal@village-messenger.com) or at our mailing address and we will work with you to resolve your issue :

#### **BS Factory SAS – village messenger**

23, Avenue du Garigliano  
91600 Savigny-Sur-Orge  
France

#### *2.1.4.3 Other Choices*

In addition, your mobile device may provide you with choices around how and whether location or other data is collected and shared. Village messenger does not control these choices, or default settings, which are offered by makers of your browser or mobile device operating system.

### **2.1.6 SHARING AND DISCLOSURE**

There are times when Personal information described in this privacy policy may be shared by village messenger. This section discusses only how village messenger may share such information.

#### *2.1.5.1 User and Customer Data*

Only some of the support team employees and authorized managers can process the data for the purpose described at article 2. These employees and authorized managers only have access to the data necessary to the performance of their duty.

Village messenger can also contract with authenticated and reliable subcontractors that can access, host and/or process some of the personal data on the behalf of BS Factory and according to its instructions with respect to the Privacy Policy, and must guaranty the security and confidentiality of Users'/Customer's personal data.

These subcontractors allow village messenger among other things to establish statistics on the volume of traffic and/or the use of the app and/or ensure the smooth operation of the service.

Village messenger may share Users'/Customer Data in accordance with our agreement with the User/Customer, including:

- **With third party service providers and agents:** we may engage third party companies or individuals to process User/Customer Data.
- **With affiliates:** we may engage affiliates in our corporate group to process User/Customer Data.

#### *2.1.5.2 Other information*

Village messenger may share other information as follows:

- **About you with the Customer:** there may be times when you contact village messenger to help resolve an issue with a private village setup. In order to help resolve the issue and given our relationship with our Customer, we may share your concern with our Customer.



- **With third party service providers and agents:** we may engage third party companies or individuals, such as third party payment processors, to process information on our behalf.
- **With affiliates:** we may engage affiliates in our corporate group to process other information.

### *2.1.5.3 CNIL Declaration*

Village messenger collects information on its Users and Customers, and it has been the object of declarative formalities to the CNIL.

### *2.1.5.4 Other types of disclosure*

Village messenger may share or disclose User/Customer Data and other information as follows:

- **During changes to our business structure.** If we engage in a merger, acquisition, bankruptcy, dissolution, reorganization, sale of some or all of village messenger's assets, financing, acquisition of all or a portion of our business, a similar transaction or proceeding, or steps in contemplation of such activities (e.g. due diligence).
- **To comply with laws:** to comply with legal or regulatory requirements and to respond to lawful requests, court orders and legal process.
- **To enforce our rights, prevent fraud and for safety:** to protect and defend the rights, property, or safety of us or third parties, including enforcing contracts or policies, or in connection with investigating and preventing fraud.
- We may disclose or use aggregate or de-identified information for any purpose. For example, we may share aggregated or de-identified information with our partners or others for business or research purposes like telling a prospective Customer the average number of messages sent within a village messenger (private) village in a day or partnering with research firm or academics to explore interesting questions about social networks.

### *2.1.5.5 Security*

Village messenger takes security seriously. We take various steps to protect information you provide to us from loss, misuse, and unauthorized access or disclosure. These steps take into account the sensitivity of the information we collect, process and store, and the current state of technology. We keep this document updated as these practices evolve over time.

### *2.1.5.6 Children's information*

Our Services are not directed to children under 16. If you learn that a child under 16 has provided us with personal information without consent, please contact us.

Should an User lie about his/her date of birth, the parents of the minor in question may inform village messenger of this by sending a letter to the address shown in Article 2.1.5.8 in order to request that the data be deleted. Village messenger undertakes to delete all data on the minor in question as soon as possible.

### *2.1.5.7 Changes to this Privacy Policy*

We may change this policy from time to time, and if we do we will post any changes on our website. If you continue to use the Services after those changes are in effect, you automatically agree to the revised policy.

#### *2.1.5.8 Contacting village messenger*

Please also feel free to contact us if you have any questions about village messenger's Privacy Policy or practices.

You may contact us at [legal@village-messenger.com](mailto:legal@village-messenger.com) or at our mailing address and we will work with you to resolve your issue :

**BS Factory SAS – village messenger**

23, Avenue du Garigliano

91600 Savigny-Sur-Orge

France

## 2.2 ACCEPTABLE USE POLICY

This Acceptable Use Policy sets out a list of acceptable and unacceptable conduct for our Services. If we believe a violation of the policy is deliberate, repeated or presents a credible risk of harm to other Users, our Customers, the Services or any third parties, we may suspend or terminate your access. This policy may change as village messenger grows and evolves, so please check back regularly for updates and changes. Capitalized terms used below but not defined in this policy have the meaning set forth in the User and Customer Terms of Service.

### 2.2.1.DO:

- comply with all User and Customer Terms of Service, including the terms of this Acceptable Use Policy;
- comply with all applicable laws and governmental regulations, including, but not limited to, all intellectual property, data, privacy, and export control laws, and regulations promulgated by any government agencies and any rules of any national and other securities exchanges;
- upload and disseminate only Customer Data to which Customer owns all required rights under law and under contractual and fiduciary relationships (such as proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements) and do so only consistent with applicable law;
- use reasonable efforts to prevent unauthorized access to or use of the Services;
- keep passwords and all other login information confidential;
- monitor and control all activity conducted through your account in connection with the Services;
- promptly notify us if you become aware of or reasonably suspect any illegal or unauthorized activity or a security breach involving your accounts or teams, including any loss, theft, or unauthorized disclosure or use of a username, password, or account; and
- comply in all respects with all applicable terms of the third party applications, including any that Customer elects to integrate with the Services that you access or subscribe to in connection with the Services.

### 2.2.2.DO NOT:

- permit any third party that is not an Authorized User to access or use a username or password for the Services;
- share, transfer or otherwise provide access to an account designated for you to another person;
- use the Services to store or transmit any Customer Data that may infringe upon or misappropriate someone else's trademark, copyright, or other intellectual property, or that may be tortious or unlawful;
- upload to, or transmit from, the Services any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component or a technology that unlawfully accesses or downloads content or information stored within the Services or on the hardware of village messenger or any third party;
- attempt to reverse engineer, decompile, hack, disable, interfere with, disassemble, modify, copy, translate, or disrupt the features, functionality, integrity, or performance

of the Services (including any mechanism used to restrict or control the functionality of the Services), any third party use of the Services, or any third party data contained therein (except to the extent such restrictions are prohibited by applicable law);

- attempt to gain unauthorized access to the Services or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Services;
- access the Services in order to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of the Services;
- use the Services in any manner that may harm minors or that interacts with or targets people under the age of thirteen;
- impersonate any person or entity, including, but not limited to, an employee of ours, an “Administrator”, an “Owner”, or any other Authorized User, or falsely state or otherwise misrepresent your affiliation with a person, organization or entity;
- use the Services to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated as a foreign terrorist organization as per laws and regulations concerning national security, defense or terrorism;
- access, search, or create accounts for the Services by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk);
- send unsolicited communications, promotions or advertisements, or spam;
- place any advertisements within a village messenger mobile chat platform without our consent;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- abuse referrals or promotions to get more credits than deserved;
- sublicense, resell, time share or similarly exploit the Services;
- access or use the Services on behalf of, or for the benefit of, any Patent Assertion Entity (as defined in the Customer-Specific Supplement);
- use contact or other user information obtained from the Services (including email addresses) to contact Authorized Users outside of the Services without their express permission or authority or to create or distribute mailing lists or other collections of contact or user profile information for Authorized Users for use outside of the Services;
- authorize, permit, enable, induce or encourage any third party to do any of the above.
- Spread hate speech, encourage in any way cyber-bulling or share fake news.

### 2.2.3. CONTACTING VILLAGE MESSENGER

Please also feel free to contact us if you have any questions about village messenger’s Acceptable Use Policy. You may contact us at [legal@village-messenger.com](mailto:legal@village-messenger.com) or at our mailing address and we will work with you to resolve your issue :

BS Factory SAS – village messenger  
23, Avenue du Garigliano  
91600 Savigny-Sur-Orge  
France

## 2.3 DATA REQUEST POLICY

Village messenger receives requests from Users and government agencies to disclose data other than in the ordinary operation and provision of the Services. This Data Request Policy outlines village messenger's policies and procedures for responding to such requests for User and Customer Data. Any capitalized terms used in this Data Request Policy that are not defined will have the meaning set forth in the User and Customer Terms of Service. In the event of any inconsistency between the provisions of this Data Request Policy and the User and Customer Terms of Service or written agreement with Customer, as the case may be, the Customer Terms of Service or written agreement will control.

### 2.3.1. DATA REQUESTS BY INDIVIDUALS

Third parties seeking access to User and Customer Data should contact the User/Customer regarding such requests. The User/Customer controls the User/Customer Data and generally gets to decide what to do with all User/Customer Data.

### 2.3.2. DATA REQUESTS BY LEGAL AUTHORITY

Except as expressly permitted by the Contract or in cases of emergency to avoid death or physical harm to individuals, village messenger will only disclose User/Customer Data in response to valid and binding compulsory legal process. Village messenger requires a search warrant issued by a court of competent jurisdiction (a federal court or a court of general criminal jurisdiction of a State authorized by the law of that State to issue search warrants) to disclose User/Customer Data.

All requests by courts, government agencies, or parties involved in litigation for User/Customer Data disclosures should be sent to [legal@village-messenger.com](mailto:legal@village-messenger.com) and include the following information:

- a) the requesting party,
- b) the relevant criminal or civil matter, and
- c) a description of the specific User/Customer Data being requested, including the relevant User/Customer's name and relevant Authorized User's name (if applicable), private village name, subject name within a village if relevant and type of data sought.

Requests should be prepared and served in accordance with applicable law. All requests should be narrow and focused on the specific User/Customer Data sought. All requests will be construed narrowly by village messenger, so please do not submit unnecessarily broad requests. If legally permitted, User/Customer will be responsible for any costs arising from village messenger's response to such requests.

Village messenger is committed to the importance of trust and transparency for the benefit of our User/Customers and does not voluntarily provide governments with access to any data about users for surveillance purposes.

### 2.3.3. USER AND CUSTOMER NOTICE

Village messenger will notify User/Customer before disclosing any of User/Customer's User/Customer Data so that the User/Customer may seek protection from such disclosure, unless village messenger is prohibited from doing so or there is a clear indication of illegal conduct or risk of harm to people or property associated with the use of such User/Customer Data. If village messenger is legally prohibited from notifying User/Customer prior to disclosure, village messenger will take reasonable steps to notify User/Customer of the

demand after the nondisclosure requirement expires. In addition, if village messenger receives a National Security Letter with an indefinite non-disclosure requirement, village messenger will initiate procedures for judicial review.

#### **2.3.4. DOMESTICATION AND INTERNATIONAL REQUESTS**

Village messenger requires that any individual issuing legal process or legal information requests (e.g., discovery requests, warrants, or subpoenas) to village messenger properly domesticate the process or request and serve village messenger in a jurisdiction where it is resident or has a registered agent to accept service on its behalf. Village messenger does not accept legal process or requests directly from law enforcement entities outside France. Foreign law enforcement agencies should proceed through a Mutual Legal Assistance Treaty or other diplomatic or legal means to obtain data through a court where village messenger is located.

**2.4 SUBPROCESSORS**

To support delivery of our Services, village messenger (or one of its Affiliates listed below) may engage and use data processors with access to certain User/Customer Data (each, a "Subprocessor"). This page provides important information about the identity, location and role of each Subprocessor. Terms used on this page but not defined have the meaning set forth in the Users Terms of Service or Customer Terms of Service or superseding written agreement between Customer and village messenger (the "Agreement").

**2.4.1. THIRD PARTIES**

Village messenger currently uses third party Subprocessors to provide infrastructure services, and to help us provide customer support and email notifications. Prior to engaging any third party Subprocessor, village messenger performs diligence to evaluate their privacy, security and confidentiality practices, and executes an agreement implementing its applicable obligations.

**2.4.1.1. Infrastructure Subprocessors**

Village messenger may use the following Subprocessors to host User/Customer Data or provide other infrastructure that helps with delivery of our Services:

Entity name: Digital Ocean  
Subprocessing Activities: Cloud Service Provider  
Entity Country: United States

**2.4.1.2. Other Subprocessors**

Village messenger may use the following Subprocessors to perform other Service functions:

<u>Entity Name</u>	<u>Subprocessing Activities</u>	<u>Entity Country</u>
Mailgun Technologies, Inc.	Cloud-based Email Notification Services	United States
Twilio, Inc.	SMS Notification Services	United States
Firebase	Cloud-based Email Notification Services	United States

**2.4.1.3. Village messenger Affiliates**

Depending on the geographic location of a Customer or their Authorized Users, and the nature of the Services provided, village messenger may also engage one or more of its Affiliates as Subprocessors to deliver some or all of the Services provided to a Customer. The list of village messenger Affiliates will be regularly updated (Entity name / Entity Country).

**2.4.1.4. Updates**

As our business grows and evolves, the Subprocessors we engage may also change. We will endeavour to provide the owner of Customer’s account with notice of any new Subprocessors to the extent required under the Agreement, along with posting such updates here. Please check back frequently for updates.

## **2.5 TRANSPARENCY POLICY**

At village messenger we are committed to trust and transparency. Information about our policies and practices with respect to data (including definitions of terms not defined herein) can be found in our Terms of Service, Privacy Policy, Security Practices and Data Request Policy.

In addition to our belief in the importance of trust and transparency, as outlined here and in our policies, we believe in the importance of fundamental privacy protections, constitutional guardrails, and judicial oversight of government data collection and surveillance.

### **2.5.1. GUIDING PRINCIPLES**

We are committed to maintaining User and Customer privacy and confidentiality. Every request is carefully reviewed for valid legal process. All requests will be construed narrowly by village messenger.

Wherever possible we encourage Users and Customers and third parties to seek data without our intervention.



## 2.6 DCMA POLICY

We take the intellectual property rights of others seriously and require that our Users and Customers and their Authorized Users do the same.

You represent and warrant to village messenger that, excluding village messenger Materials, you have the right to use, reproduce, transmit, copy, publicly display, publicly perform, and distribute your Application, and that use of your Application by village messenger and its users will not violate the rights of any third party (e.g., copyright, patent, trademark, privacy, publicity or other proprietary right of any person or entity), or any applicable regulation or law, including the Digital Millennium Copyright Act (“DCMA” - [www.dmca.com](http://www.dmca.com)), the laws of any country in which your Application is made available and any applicable export laws

If you own a copyright or have authority to act on behalf of a copyright owner and want to report a claim that a third party is infringing that material on or through a village messenger service, please send a notice to our copyright agent that includes all of the items below and we will expeditiously take appropriate action:

- A description of the copyrighted work that you claim is being infringed;
- A description of the material you claim is infringing and that you want removed or access to which you want disabled and the URL or other location of that material;
- Your address, telephone number, and email address;
- The following statement: “I have a good faith belief that the use of the copyrighted material I am complaining of is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)”;
- The following statement: “The information in this notice is accurate and, under penalty of perjury, I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right that is allegedly infringed”; and
- An electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf.

Our designated copyright agent to receive such claims you may contact us at [legal@village-messenger.com](mailto:legal@village-messenger.com) or at our mailing address and we will work with you to resolve your issue :

**BS Factory SAS – village messenger**

23, Avenue du Garigliano  
91600 Savigny-Sur-Orge  
France

We may, in appropriate circumstances, disable or terminate the accounts of Users and Customers who may be repeat infringers.

This process does not limit our ability to pursue any other remedies we may have to address suspected infringement.

## 2.7 COOKIE POLICY

At village messenger, we believe in being transparent about how we collect and use data. This policy provides information about how and when we use cookies for these purposes. Capitalized terms used in this policy but not defined have the meaning set forth in our Privacy Policy, which also includes additional details about the collection and use of information at village messenger.

### What is a cookie?

Cookies are small text files sent by us to your computer or mobile device. They are unique to your account or your browser. Session-based cookies last only while your browser is open and are automatically deleted when you close your browser. Persistent cookies last until you or your browser delete them or until they expire.

To find out more about cookies, visit [www.allaboutcookies.org](http://www.allaboutcookies.org).

### Does village messenger use cookies?

Village messenger uses cookies and similar technologies like single-pixel gifs and web beacons. We use both session-based and persistent cookies. Village messenger sets and accesses our own cookies on the domains operated by village messenger and its corporate affiliates (collectively, the “Sites”). In addition, we use third party cookies, like Google Analytics.

### How is village messenger using cookies?

Some cookies are associated with your account and personal information in order to remember that you are logged in and which workspaces you are logged into. Other cookies are not tied to your account but are unique and allow us to carry out analytics and customization, among other similar things.

Cookies can be used to recognize you when you visit a Site or use our Services, remember your preferences, and give you a personalized experience that’s consistent with your settings. Cookies also make your interactions faster and more secure.

Categories of Use	Description
<b>Authentication</b>	If you're signed in to our Services, cookies help us show you the right information and personalize your experience.
<b>Security</b>	We use cookies to enable and support our security features, and to help us detect malicious activity.
<b>Preferences, features and services</b>	Cookies can tell us which language you prefer and what your communications preferences are. They can help you fill out forms on our Sites more easily. They also provide you with features, insights, and customized content.
<b>Marketing</b>	We may use cookies to help us deliver marketing campaigns and track their performance (e.g., a user visited our FAQ and then purchased a subscription). Similarly, our partners may use cookies to provide us with information about your interactions with their services, but use of those third-party cookies would be subject to the service provider’s policies.
<b>Performance, Analytics and Research</b>	Cookies help us learn how well our Sites and Services perform. We also use cookies to understand, improve, and research products, features, and services, including to create logs and record when you access our Sites and Services from different devices, such as your work computer or your mobile device.

### **How are cookies used for advertising purposes?**

Cookies and other ad technology such as beacons, pixels, and tags help us market more effectively to users that we and our partners believe may be interested in village messenger. They also help provide us with aggregated auditing, research, and reporting, and know when content has been shown to you.

### **What can you do if you don't want cookies to be set or want them to be removed, or if you want to opt out of interest-based targeting?**

Some people prefer not to allow cookies, which is why most browsers give you the ability to manage cookies to suit you. In some browsers you can set up rules to manage cookies on a site-by-site basis, giving you more fine-grained control over your privacy. What this means is that you can disallow cookies from all sites except those that you trust.

Browser manufacturers provide help pages relating to cookie management in their products. Please see below for more information.

[Google Chrome - Clear, enable and manage cookies in Chrome](#)

[Internet Explorer - Description of Cookies](#)

[Mozilla Firefox - Cookies - Information that websites store on your computer](#)

[Safari \(Desktop\) - Manage cookies](#)

[Safari \(Mobile\) - Clear the history and cookies from Safari on your iPhone, iPad, or iPod touch](#)

[Android Browser - See and control your search activity](#)

[Opera - Computer and iOS](#)

[Opera Mobile - Android](#)

For other browsers, please consult the documentation that your browser manufacturer provides.

You may opt-out of third party cookies from Google Analytics on its website.

You can opt out of interest-based targeting provided by participating ad servers through the Digital Advertising Alliance ([www.youradchoices.com](http://www.youradchoices.com)). In addition, on your iPhone, iPad or Android, you can change your device settings to control whether you see online interest-based ads.

If you limit the ability of websites and applications to set cookies, you may worsen your overall user experience and/or lose the ability to access the services, since it will no longer be personalized to you. It may also stop you from saving customized settings, like login information.

### **Does village messenger respond to Do Not Track Signals?**

Our Sites and Services do not collect personal information about your online activities over time and across third-party websites or online services. Therefore, “do not track” signals transmitted from web browsers do not apply to our Sites or Services, and we do not alter any of our data collection and use practices upon receipt of such a signal.

## 2.8 GDPR Commitment

### Our Commitment to You and the Protection of Your Data

We're committed to help village messenger Users and Customers to help them understand and prepare for the General Data Protection Regulation (GDPR). The GDPR is the most comprehensive EU data privacy law in decades, and will come into effect on May 25, 2018. Besides strengthening and standardizing user data privacy across the EU nations, it will require new or additional obligations on all organizations that handle EU citizens' personal data, regardless of where the organizations themselves are located. On this page, we'll explain our methods and plans to achieve GDPR-compliance.

#### 2.8.1. GDPR AND CONTINUOUS IMPROVEMENT

Protecting our Users and Customers' information and their privacy is extremely important to us. As a cloud-based company entrusted with some of our Users and Customers' most valuable data, we've set high standards for security.

The GDPR's updated requirements are significant and our team is working diligently to bring village messenger's product offerings and contractual commitments in line so customers can prepare themselves before May 25, 2018. Measures to achieve this include:

- Privacy by Design: our mobile chat application is designed from the very first moment to integrate the GDPR in its core functioning
- Collecting only the data we need to perform our Service
- Communicating on very transparent and understandable manner with our Users and Customer in order to make our functioning and respect of GDPR very clear.
- Continuing to invest in our security infrastructure
- Building a robust security team is one of our priorities, in order to handle a variety of issues — everything from threat detection to building new tools
- Making sure we have the appropriate contractual terms in place and by executing Standard Contractual Clauses through our updated Data Processing Addendum.
- Ensuring we can support international data transfers by going through Privacy Shield self-certifications
- Working on our policies and product offerings to include new tools for data portability, data export and data management. Information about the features and functionalities of these tools will be shared with you as it becomes available.
  - o **User Data portability tool:** expand User's ability to export their Personal Data.
  - o **Personal Data Management Tools for Users:** allowing Users ability to search and modify their personal data and content submitted to village messenger in certain situations
- We'll also continue to monitor the guidance around GDPR compliance from privacy-related regulatory bodies, and will adjust our plans accordingly if it changes.

#### 2.8.2. STAY UPDATED

Fulfilling our privacy and data security commitments is important to us. We'll provide you with regular updates along the way so that you're always current. This page will be revised to reflect GDPR-related information as it becomes available. If you have any questions about how village messenger can help you with compliance, we hope you'll reach out to us.

[Resources: full text of the GDPR at www.gdpr-info.eu](http://www.gdpr-info.eu)