

# **FONTS NINJA**

## **Privacy Policy**

**Entry into force:** (03/06/2024)

### **1. Definitions**

Unless otherwise specified, the following terms and expressions shall have the meaning given to them below if they appear with their first letter in capital letters, whether in the singular or plural in this Privacy Policy:

- **Customer / You:** means the person/entity who uses the Service Provider Services.
- **Contract:** means the contractual relationship between the Customer and the Service Provider with respect to the Services.
- **Personal Data:** means any data or other information defined as such by the European and French regulations applicable to the protection of personal data and in particular the regulation n° 2016/679, known as the General Regulation on Data Protection ("GDPR").
- **Privacy Policy:** means the present document.
- **Regulation:** means the European and French regulations applicable to the protection of Personal Data and in particular Regulation n° 2016/679, known as the General Data Protection Regulation ("GDPR"), and the French law no. 78-17 of January 6, 1978 as amended.
- **Services:** means the range of services offered by the Service Provider to the Customer and enabling the latter to access the Software.
- **Software:** means the FONTS NINJA solution (including its updates and new versions) hosted by the Service Provider on the Website and accessible by the Customer in SaaS mode for remote execution by the Customer and/or its Customers as part of the Services.
- **Service Provider / We:** means EMDASH, a simplified joint stock French company registered under the number 850.815.333 and whose head office is located 91 avenue de la République, 75011 Paris, France
- **Website:** means the website accessible at the following address: fonts.ninja.

All other terms and expressions with their first letter in capital letters shall have the meaning given to them in the General Terms and Conditions (**T&Cs**) applying to the Services.

### **2. General information**

Our company, as data processor, takes special care to protect your Personal Data.

The following Privacy Policy details our policy regarding Personal Data for our Services.

This Privacy Policy applies to all information You provide to the Service Provider or collected by the Service Provider while You are using the Services. It describes our practices for the collection, use, storage, disclosure and protection of Personal Data. It applies to any use of our Services.

By providing us with your information and Personal Data, You agree that We may use, study and, if necessary, disclose them in order to personalise and optimise the Services and provide You with better experience.

We invite You to read very carefully this Privacy Policy and any notices that may be communicated to You in order to be fully informed about the collection and uses of your Personal Data.

### **3. Our use of Personal Data**

#### **3.1 Purpose of the processing**

Through the Services, We collect and process only the Personal Data necessary for the following purposes:

- to provide the Customer with the Services;
- to ensure the follow-up of the contract and orders placed by the Customer;
- to improve the Services;
- to contact the Customer about its orders and to provide customer service;
- to detect and prevent fraud attempts.

Additional information on these processing is provided in **Appendix 1**.

When personal information is collected, the information essential to the achievement of these purposes and indispensable to answer the Customer's requests is indicated by means of an asterisk. If the Customer does not fill in the required fields, We will not be able to respond to the Customer's requests nor provide the Services.

The Customer expressly recognizes that if it chooses not to communicate all the information that would be requested by the Service Provider, it exposes itself/himself to the risk of not being able to benefit from the Services made available on the Website or Software.

#### **3.2 Storage of Data**

The Data is kept for a period that does not exceed the period necessary for the purposes that justify their processing. We keep the Customer's personal data *a minima* for the legal period prescribed by the texts when specified. When our legitimate interests require a different retention period, the sensitivity of the data, their potential risk and the necessary security requirements of the data will be taken into account in order to establish the retention period.

Besides, We may need to retain data related to closed accounts in order to comply with legal requirements, for fraud prevention or for the resolution of disputes, for example.

When the retention of the Customer's Data is no longer necessary for the performance of the purposes for which they are retained, We will proceed to the deletion of the said Personal Data.

#### **3.3 Recipients of the Data**

The Customer's Personal Data collected are only addressed to the Service provider.

However, the Personal Data collected may be communicated to third parties linked by contract to us for the execution of subcontracted services and/or necessary for the execution of the Services. Before any transfer of information, We will check the conformity of the purpose of each request and guarantee the transmission of the elements strictly necessary for the execution of the Services.

It is specified that these third parties will only have limited access to the Personal Data strictly necessary for the execution of their services and will be obliged to use them in accordance with the provisions of the Regulation.

A list of our current subcontractors allowed to access the Customer's Personal Data is provided in **Appendix 2** (hereinafter, the "**Subprocessors** "). The Customer authorises the Service Provider to use other Subprocessors to carry out specific processing activities. In the event of the hiring or change of a Subprocessor, it shall inform the Customer by any means. The Subprocessor shall be obliged to fulfil the obligations of this Privacy Policy. It is the Service Provider's responsibility to ensure that the Subprocessor provides sufficient guarantees, at least equivalent to its own, as to the implementation of technical and organisational measures, so that the processing meets the requirements of the GDPR. If the Subprocessor does not fulfil its data protection obligations, the Service Provider shall remain fully liable to the Customer for the proper performance of the Services.

Under no circumstances do We transfer, sell or rent the Personal Data collected to third parties, either for a fee or free of charge.

Besides, if required or authorised by law, whether by a court decision or any other legal request or requirement, We may disclose the Personal Data to third parties. In this case, We will, as far as possible, notify the Customer (unless We reasonably believe that We are not authorised to do so, especially in view of legal or judicial obligations that may be incumbent upon us).

### **3.4 Transfer of Data**

We keep the Personal Data on secure servers located in the European Union.

In case the Personal Data collected are transferred to companies domiciled in the United States or in any countries that do not ensure an adequate level of protection, We commit to conclude agreements that ensure an adequate protection of the Personal Data transferred with the concerned recipients. In particular, these transfers will be governed by the contractual clauses approved by the European Commission in accordance with the Regulation in force.

### **3.5 Security and confidentiality of the Data**

We have taken all necessary precautions to ensure the security and confidentiality of the Personal Data processed and to prevent them from being distorted, damaged, destroyed or accessed by unauthorised third parties. All of the security measures implemented are in accordance with the state of the art, particularly with respect to information systems.

Since We do not control all the risks related to the functioning of the Internet, We highlight the attention of the Customer to the existence of possible risks inherent to its use and functioning.

## **4. Right of access, rectification, deletion, limitation, opposition, portability and withdrawal to the processing of Personal Data**

In accordance with Articles 15 to 22 of the GDPR, the Customer has, subject to proving its identity, a right of access, rectification, deletion, opposition, withdrawal, to the portability of the Customer's

Personal Data and to the limitation of processing. These rights can be exercised by contacting: [licensing@fonts.ninja](mailto:licensing@fonts.ninja).

If the Customer considers that the efforts made by us to preserve the confidentiality of its Personal Data are insufficient, the Customer may file a complaint with the competent control authority (CNIL or any other authority mentioned in the list available at the European Commission).

We strive to respond to all legitimate requests within one month. Sometimes our response may take longer if the Customer's request is particularly complex or if the Customer has multiple or incomplete requests. In this case, We will keep the customer informed and do our best to limit the customer's wait.

#### **5. Changes of the terms of the Privacy Policy**

We may change this Privacy Policy from time to time. The new terms will take effect within one month following their publication. If necessary, We will notify the Customer by e-mail of any significant changes.

We encourage the Customer to review the Privacy Policy each time it/he uses the Services to stay informed about our processing activities and the ways the Customer it/he protect its privacy.

#### **6. Applicable Law and Jurisdiction**

This Privacy Policy is governed by French law. Any dispute arising from the interpretation or performance of this Privacy Policy shall be subject to the exclusive jurisdiction of the competent Courts of Paris, FRANCE.

**Appendix 1**

***Processing, purpose, legal basis, retention period***

<b>Processing</b>	<b>Data</b>	<b>Purpose</b>	<b>Legal Basis</b>	<b>Retention period</b>
Collection of Customers Data	Name, first name, name of the company, e-mail address, postal address, IP address, browser info	Execute the Contract, provide customer service and improve the Services	Contract	Duration of the Contract + 5 years as an archive for any possible litigation
Payment of Services	Type of credit card, card number, expiration date, visual cryptogram, VAT number, Paypal account, email address, IP address	Execute the Contract	Contract	Transaction duration
Identification of Target Support operators	Name, first name, name of the company, postal address, e-mail address	Execute the Contract	Contract	Duration of the Contract + 5 years as an archive for any possible litigation

**Appendix 2**

***Subprocessors***

<b>Subprocessor</b>	<b>Fonction</b>
<b>Postmark</b>	Emailing tool
<b>AWS (Europe)</b>	Site and data hosting
<b>Google Cloud platform</b>	Site and data hosting
<b>Hetzner</b>	Site and data hosting
<b>Paypal</b>	Payment processor
<b>Stripe</b>	Payment processor
<b>Mixpanel</b>	Web analytics
<b>Checkly</b>	Web analytics