

PRIVACY POLICY

PREAMBLE

This Privacy Policy applies to you as a USER of the PLATFORM hereinafter designated as the “**PLATFORM**”. Its purpose is to inform you of the way in which your personal data may be collected and processed by the two MARKETPLACE OPERATORS:

- **[THE AIRLINE]**, a company with a capital of **[AMOUNT]** € registered with the Companies Register of **[CITY]** under number **[NUMBER]**, located at: **[ADDRESS]**
- AIRFREE, a company with a capital of 80,263 € registered with the Companies Register of Bobigny under number 818 701 468, located at: 86 rue Voltaire – 93100 MONTREUIL (France) (hereinafter “the MARKETPLACE PROVIDER”).

The PLATFORM allows you to order a variety of PRODUCTS. Once ordered, the PRODUCT can be delivered during the flight or within an airport hub.

The MARKETPLACE OPERATORS take your privacy very seriously and ask that you read this Privacy Policy carefully as it contains important information about how we will process your personal data.

In the context of your use of our services, the MARKETPLACE OPERATORS undertake to uphold the following two essential principles:

- You remain in control of your personal data
- Your personal data will be handled in a transparent, confidential and secure fashion.

ARTICLE 1. DEFINITIONS

- « **ACCOUNT** »: This designates the account of the CLIENT on the PLATFORM enabling access to the PLATFORM. Access to the ACCOUNT is achieved using the CLIENT’s IDENTIFIERS.
- “**AIRLINE**”: designates the company operating the website the PLATFORM provided by MARKETPLACE PROVIDER.
- “**CLIENT**”: This designates the END USER who buys a PRODUCT through the PLATFORM. The CLIENT must have the legal age in his own country to be entitled to buy a PRODUCT.
- “**DATA CONTROLLER**”: means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data
- “**DATA PROCESSOR**”: means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.
- « **END-USER** » or “**USER**”: This designates the travelling customer benefiting from a right of access to the PLATFORM.

- **“IDENTIFIERS”**: This designates the confidential identification code and password enabling access to the ACCOUNT. These Identifiers are provided by the MARKETPLACE OPERATORS and are for the exclusive use of the MEMBERS, who are solely responsible for them.
- **“JOINT-CONTROLLER”**: designates the several DATA CONTROLLERS in the situation in which two or more DATA CONTROLLERS determine the purposes and means of the processing of personal data they are jointly responsible.
- **“OFFER”**: designates each commercial offer that each VENDOR may propose for a same PRODUCT. For a single PRODUCT, the CLIENT may choose between various OFFERS and the different VENDOR who can deliver the PRODUCT the CLIENT wants to buy. For each PRODUCT, the VENDOR can set his own OFFER, with his own price and conditions of sale.
- **“MEMBERS”**: designates the CLIENTS who created a personal ACCOUNT on the PLATFORM
- **“MARKETPLACE” or “PLATFORM”**: This designates the website managed by the OPERATORS, as well as all of its graphic, audio, visual, software and textual components. The PLATFORM is the exclusive property of the OPERATORS. It is provided by the MARKETPLACE PROVIDER and distributed under the label and trademarks of an AIRLINE.
- **“MARKETPLACE OPERATORS” or “OPERATORS”**: This designates both the MARKETPLACE PROVIDER and the AIRLINE who manage the PLATFORM.
- **“MARKETPLACE PROVIDER”**: this designates the company providing the MARKETPLACE to the AIRLINE that integrated the MARKETPLACE to its initial website.
- **“PAYMENT SERVICES PROVIDER”**: a payment services provider chosen by the OPERATORS to manage all the payments made through the PLATFORM.
- **“PERSONAL DATA”** means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- **“PRODUCTS”**: This designates all the products and services offered for sale by SELLERS to the END-USERS and available on the PLATFORM. PRODUCTS offered may differ depending on the journey of each CLIENT and the airports the CLIENT goes through during his travel. PRODUCTS offered to the END-USER are customized according to his trip.
- **“VENDOR”**: Designates the entity the CLIENT may collect the PRODUCT he bought from. The CLIENT can collect the PRODUCT bought on the PLATFORM, before, during his flight or after his arrival.
- **“SELLERS”**: designates the entity who sell its PRODUCTS to the CLIENTS on the PLATFORM.

ARTICLE 2. CNIL FORMALITIES

In accordance with the **General Data Protection Regulation (GDPR) article 30**, the MARKETPLACE OPERATORS maintain a record of processing activities of your personal data. This record is available to the supervisory authority (French CNIL).

ARTICLE 3. PURPOSES OF THE PROCESSINGS

Your various kinds of data are collected by the MARKETPLACE OPERATORS to ensure:

- The proper functioning and ongoing improvement of the PLATFORM, its functionalities and its services
- Improve the online shopping experience
- Adapt the PRODUCTS line to each type of consumer
- Delivering PRODUCTS
- Process payments
- Keeping statistics to improve the functioning of the PLATFORM and the quality of service

These purposes are detailed in the articles 4,5 and 6 of this Confidentiality Policy.

The MARKETPLACE OPERATORS will also be permitted to use this data for legal and/or regulatory purposes.

In any case, and for processing for which it alone defines the purposes, MARKETPLACE OPERATORS undertake to process all data collected in a manner that is in compliance with applicable data protection laws.

MARKETPLACE OPERATORS took appropriate measures in order to ensure you that SELLERS on the PLATFORM, will fully comply with applicable data protection laws.

ARTICLE 4. INTERMEDIATION AND ACCESS TO THE PLATFORM

4.1 Identity of the controller

The USERS using the PLATFORM are the AIRLINE's passengers. The AIRLINE entirely controls its CLIENTS data. Thus, the AIRLINE shall be considered as the CONTROLLER of this processing performed through the PLATFORM.

The AIRLINE collects CLIENT data:

- during the process of buying plane tickets
- during the online sale process

In relation to any personal data that the USER provides to the AIRLINES via the PLATFORM, the MARKETPLACE PROVIDER will be acting as the 'data processor' of the AIRLINE and the AIRLINE shall be the data controller in respect of that data.

4.2. Identity of the processor

The MARKETPLACE PROVIDER acts as an intermediary between the SELLERS and the CLIENTS, in the purpose of the PRODUCTS sale and delivery.

The AIRLINE proposes the PLATFORM and its SERVICES to its clients before and during their flight. Moreover, the AIRLINE may be one of the PLATFORM SELLERS and has its own PRODUCTS sold on the PLATFORM.

Accordingly, this Privacy Policy concerns data processing performed by the MARKETPLACE OPERATORS in the context of data collected by the AIRLINE. The PLATFORM PROVIDER only acts on AIRLINE instructions so that it should be considered as DATA PROCESSOR.

USERS should consult the privacy statements published by the MARKETPLACE OPERATORS for each purpose to understand how personal data are processed. Such processing is determined by and under the sole responsibility of the AIRLINE.

4.4 On personal data collection and processing

a) Data collection

Data collection is precisely framed by the French Data Protection Act of 6 January 1978 and General Data Protection Regulation which shall enter into force on 25 January 2018. Considering these legal requirements, AIRLINE undertakes to collect your data only to achieve the purposes of the processing.

MARKETPLACE OPERATORS may collect your personal data:

- Via the AIRLINE
- When you visit the PLATFORM

b) Data processing

In the context of the operation on the PLATFORM, the AIRLINE is entitled to collect and process personal data related to the CLIENTS. The AIRLINE outsources the data processing to the MARKETPLACE PROVIDER in order to:

- Make the PLATFORM available to the CLIENTS,
- Manage the PLATFORM, by delegating this task to the MARKETPLACE OPERATOR,
- Adapt the CATALOGUE to the USER's destination,
- Make the PLATFORM available to the SELLERS and the CLIENTS,
- Ensure the SELLERS can sell and deliver PRODUCTS to the CLIENTS, thanks to the VENDOR.

It is therefore expressly agreed that the MARKETPLACE PROVIDER :

- Shall not perform any data processing operation in a manner that is incompatible with the purposes defined by the AIRLINE and detailed above.
- Shall take all steps at its disposal to ensure the security and confidentiality of the CLIENT's personal data with which it is entrusted.

You can consult the details of the personal data we are likely to collect by clicking here: [the details of the data](#):

For further information

c) Consent

Acting as data CONTROLLER, the AIRLINE shall obtain CLIENT's consent prior to the PROCESSING.

According to the legal requirements, the 'consent' of the CLIENTS (data subject) means any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, means agreement to the processing of personal data relating to him or her.

Providing the PLATFORM is a complementary service to the main service provided by the AIRLINE, which is the air transport. Therefore, when he gave his consent to have his data processed to enjoy his plane trip, the USER accepted to have his data processed to enjoy the PLATFORM as well.

ARTICLE 5. PRODUCTS SELLING AND DELIVERING

5.1 Purpose of processing

In navigating on the PLATFORM, each USER has the possibility of:

- Consulting, for each PRODUCT, the various OFFERS published on the PLATFORM by the SELLERS;
- Ordering PRODUCTS depending on their availability regarding the CLIENTS journey;
- Follow his order, thanks to a dashboard summarizing when the PRODUCT will be ready, who is the VENDOR that the USER has to meet to collect his PRODUCT, etc.

Depending on their travel, the CLIENTS see different OFFERS for a same PRODUCT and different prices, depending on the OFFERS available for a same PRODUCT and the VENDORS available in the airports on the CLIENT's journey. Once the CLIENT has purchased a PRODUCT on the PLATFORM, he may collect it:

- from the AIRLINE, during the flight;
- from a VENDOR located in an airport commercial area before, at departure, during transfer or at arrival.

The MARKETPLACE OPERATORS put SELLERS and CLIENTS in contact in order to commercialize PRODUCTS inflight or within the airports. The VENDORS use the PLATFORM in order to propose the delivering of the SELLER's PRODUCTS to the CLIENTS in their shops.

5.2 Identity of the joint-controllers

Within the framework of the PRODUCT sale and delivery, the AIRLINE and the SELLERS process the CLIENT's data in order to proceed the order and to deliver the PRODUCT to the CLIENT. Therefore, they jointly define the purpose and the means of the processing. Thus, they shall be considered as joint controllers of this process.

5.3. Identity of the processor

Concerning the PRODUCTS sale and delivery, the MARKETPLACE PROVIDER shall be considered as the AIRLINE's data processor.

Moreover, the SELLER will provide the VENDOR the CLIENT's data to ensure the CLIENT will be able to collect the PRODUCT into the airport commercial area where the VENDOR is located. The VENDOR only acts on the SELLER's instructions. He shall be considered as the joint controllers' data processor.

5.4. Data collection and processing

a) Data collection

All along the purchase process, the MARKETPLACE OPERATORS collect the CLIENT's data in order to adapt their offer to the consumers and deliver your PRODUCTS properly.

b) Data processing

The MARKETPLACE OPERATORS and the SELLER process the CLIENT's data to sell and deliver the PRODUCT.

It is therefore expressly agreed that the MARKETPLACE OPERATORS, the SELLER and the VENDOR :

- Shall not perform any data processing operation data in a manner that is incompatible with the purposes defined by the AIRLINE, SELLERS and VENDORS and detailed above.
- Shall take all steps at its disposal to ensure the security and confidentiality of the CLIENT's personal data with which it is entrusted.

c) Consent

The CLIENT's data processing is necessary to sell and deliver the PRODUCT. Regarding the fact the CLIENT chose to order the PRODUCT, the AIRLINE and the SELLER don't need to collect his consent.

ARTICLE 6. CONCERNING PAYMENT DATA**6.1. Purpose of processing**

In navigating on the PLATFORM, each CLIENT has the possibility of:

- Paying for the PRODUCTS ordered by the means of payment offered by PAYMENT SERVICE PROVIDER.

When choosing its methods of payment, the CLIENT is informed that any payment made on the PLATFORM is managed by the PAYMENT SERVICE PROVIDER. By communicating its credit card number, the CLIENT authorizes the PLATFORM's PAYMENT SERVICE PROVIDER to debit the amount of the order.

6.2. Identity of joint-controllers

In application of the **articles 314-1 et seq. of the French Financial and Monetary Code**, MARKETPLACE OPERATORS are not allowed to cash or disburse any fund.

As a consequence, the MARKETPLACE PROVIDER appointed a PAYMENT SERVICE PROVIDER in order to manage payments on the PLATFORM. The MARKETPLACE PROVIDER have been designated as the agent of the PAYMENT SERVICE PROVIDER so that the MARKETPLACE PROVIDER can also technically manage transactions.

The purpose of collection and processing of the payment data is to manage payment for the PRODUCTS bought on the PLATFORM. In this context, the AIRLINE, the SELLER and the PAYMENT SERVICE PROVIDER are jointly responsible for processing of CLIENT's payment data on the PLATFORM. They both fixed the means and purposes of the processing.

All necessary measures will then be fulfilling to guarantee the security and confidentiality of the payment data on the PLATFORM.

6.3. On data collection and processing

“Payment data” refers to the following:

- Data concerning payment methods used by a CLIENT in order to buy PRODUCTS on the PLATFORM provided by the MARKETPLACE OPERATOR to the VENDORS and AIRLINES and the relevant account and payment details such as account numbers, payment card numbers, expiry dates, account name
- Data concerning the resulting transaction, such as the transaction number and the itemization of the order
- Data concerning payment of invoices: payment procedures, discounts, receipts, outstanding balances, etc.

These data are collected by the MARKETPLACE OPERATORS during the ordering process and transferred to the PAYMENT SERVICES PROVIDER on the behalf of the SELLER.

It is therefore expressly agreed that the MARKETPLACE OPERATORS, the PAYMENT SERVICE PROVIDER and their processors:

- Shall not perform any data processing in a manner that is incompatible with the defined purposes.
- Shall take all steps at its disposal to ensure the security and confidentiality of the CLIENT’s personal data with which it is entrusted.

6.4. Consent

The CLIENT’s data processing is necessary perform the PRODUCTS payment. Regarding the fact the CLIENT chose to order the PRODUCT, the AIRLINE and the PAYMENT SERVICE PROVIDER didn’t need to collect his consent.

6.5. Duration of retention of payment data

Except as set out in the next paragraph, bank card data will cease to be retained as soon as the transaction is completed by the PAYMENT SERVICE PROVIDER, that is to say, once full payment for the purchase order has been received by the VENDORS in cleared funds.

It is noted that for payments by bank card, such data may be retained to serve as proof if the transaction is challenged, in temporary files, for a **period of thirteen (13) months (or fifteen (15) months** for deferred payment cards), based on the date the debit is incurred. In any case, data concerning the visual cryptogram is not stored, and data concerning the bank card used is discarded when its expiration date is reached.

6.6. Concerning fraud detection obligations

It is the responsibility of the PAYMENT SERVICE PROVIDER to execute controls concerning fraud detection. As a consequence, for every data processing resulting from fraud detection legal obligations, the PAYMENT SERVICE PROVIDER determines the purposes and means of the processing in order to satisfy its legal obligation.

In this particular case, the PAYMENT SERVICE PROVIDER is considered as the DATA CONTROLLER.

CLIENTS are not allowed to contest any processing resulting from legal obligations.

ARTICLE 7. DATA RECIPIENTS

The people who will be able to access your data are the following ones:

- The authorized staff or the AIRLINE
 - o Authorized staff of our marketing, commercial, administrative, logistic and IT departments who are responsible for monitoring customer relations and prospection
- The authorized staff of the processors and joint controllers listed above
- If applicable, concerned jurisdictions, mediators, accountants, auditors, lawyers, bailiffs, debt collection companies
- In the case you explicitly consent, third parties likely to use cookies on your terminals (computer, tablets, mobile phones...). [For more details, check out our Cookies Management Policy.](#)

ARTICLE 8. DURATION OF DATA RETENTION

The MARKETPLACE OPERATORS undertake to see which duration shall be retained in a manner that allows for your identification for a period not exceeding the time required for the purposes for which such data has been collected and processed.

However, data processing is possible to establish proof of a right or contract. They are also retained for the purpose of respecting a legal obligation or can be kept on file in accordance with applicable laws and regulations.

By way of exception, your identification data is retained by the MARKETPLACE OPERATORS for three (3) years counting from the closure of your ACCOUNT, its collection or the last contact coming from you, whichever is the latest.

It is further specified that in the event of the exercise of a right of access or of correction, data relating to identification documents can be retained for the period of up to three years.

Finally, with regard to the cookies indicated in Article 12 of this Privacy Policy, the information stored in your terminal equipment (for example, cookies) or any other element used to identify you for purposes of audience statistics shall not be retained beyond a period of thirteen (13) months. After this deadline has elapsed, gross data associated with an IDENTIFIER is either deleted or rendered anonymous.

We retain your data for a period which is not exceeding the time required for the pursued purposes: [For more details.](#)

For the management and monitoring of your contracts, orders, deliveries, invoices	Your data are retained for the duration of the contract. Your data are then stored for a period of 5 years for purposes of proof. Your invoices and accounting data are retained for a period of 10 years. In the absence of an appropriate contract, your data are retained for a period of 3 years counting from the day of their collection or from the day of your last contact with us.
For credit card payments	On principle, your payment data are deleted once the transaction is done, then they are stored for 13 months after the transaction date.

For commercial prospection	<p>In the case you're a client: 3 years counting from the end of the commercial relationship</p> <p>In the case you're not a client yet: 3 years counting from the day of your last contact with us.</p> <p>Then your data are stored for a period of 5 years for purpose of proof in accordance with the provision in force (insurance code, mutual code, commercial code, civil code, social code, security code and consumer code)</p>
For your identity documents	<p>1 years in the case you're exercising your access right or rectification right</p> <p>3 years in the case you're exercising your opposition right</p>
For audience statistical measure purpose	6 months , then your data are deleted or anonymized
To ensure the proper functioning and permanent improvement of our site, our application and their functionalities	13 months , then your connection data are deleted or anonymized

ARTICLE 9. YOUR RIGHTS

In accordance with the French Data Protection Act of 6 January 1978 and General Data Protection Regulation (GDPR) which shall enter into force on 25 January 2018, you can exercise the following rights:

- Right to access ([GDPR art. 15](#)), rectify ([GDPR art. 16](#)), update or complete your data
- Rights to erase your data ([GDPR art. 17](#)) when incorrect, uncomplete, ambiguous, outdated, or when they've been unlawfully collected, used, communicated or conserved.
- Right to withdraw your consent ([GDPR art. 13-2](#))
- Right to limit the processing of your data ([GDPR art. 18](#))
- Right to refuse the processing of your data ([GDPR art. 21](#))
- Right to data portability ([GDPR art. 20](#))
- Right to give instructions about the use of your data after death

If you wish to exercise one or more of these rights, please contact us by email at [[EMAIL](#)] or by post sent to [[ADDRESS](#)], with your identity and a legitimate reason for your request (if such a legitimate reason is required by applicable law).

You also can file a complaint to the National Commission for Data Protection and Liberties (CNIL -France) <https://www.cnil.fr/fr/plaintes>.

ARTICLE 10. CONNECTION DATA AND COOKIES

On its PLATFORM, the MARKETPLACE OPERATORS make use of connection data (date, time, internet address, IP address of the visitor's computer, page consulted) and cookies (small files registered in your computer), making it possible to identify you, store your queries, and make use of the PLATFORM's metrics and audience statistics, particularly with regard to the pages consulted.

While navigating on the PLATFORM, you accept that the MARKETPLACE OPERATORS install this kind of so-called "technical" cookies, for the sole purpose of enabling or facilitating electronic communication between your terminal equipment and our PLATFORM, facilitating management and navigation on the PLATFORM.

Our access to information stored in your terminal equipment, or the registering of information therein, will thus only be done in the following cases:

- To enable or facilitate electronic communication;
- When it becomes necessary for the provision of our online communication service at your express request.

You may, as with other data, exercise your right of access to this connection data by submitting a request to [EMAIL], or by standard postal delivery to [ADRESS], with confirmation of your identity.

If your browser allows it, you can deactivate these cookies at any time, following the procedure indicated by the browser. However, the PLATFORM OPERATOR informs you that such deactivation may have the effect of slowing down and/or disrupting access to the SITE.

By browsing our website or using our mobile application, you do not object to the MARKETPLACE OPERATORS installing this type of so-called "technical cookies" whose sole purpose is to enable or facilitate the electronic communication of your terminal equipment with our site, facilitating the management and navigation on it.

Our access to the information stored in your terminal equipment or the registration of information in it will therefore be done only in the following cases:

- Allow or facilitate electronic communication
- When necessary to provide our online communication service at your express request.

The MARKETPLACE OPERATORS and third parties also use cookies that require your consent:

- cookies of the Google Analytics tool to measure the number of visits, the number of pages viewed as well as your activity on our site and your return frequency
- possibly other third-party cookies for the same purposes of audience measurement or for advertising purposes.

Finally, if you have accepted the deposit of cookies by continuing your navigation on our website or our mobile application, by clicking on the icons dedicated to social networks Twitter, Facebook, and LinkedIn appearing on our website or in our mobile application, these social networks can also place cookies on your devices (computer, tablet, mobile phone).

These types of cookies are only placed on your terminals if you consent to them, by continuing to browse our website or our mobile application. At any time, you can nevertheless reconsider your consent via our [cookie management charter](#).

[To find out more about how these various cookies](#) are handled and to authorize or oppose their deposit, you must go to our [Cookies Management Policy](#).

ARTICLE 11. SOCIAL NETWORKS

You have the option of clicking on the icons dedicated to the social networks, Twitter, Facebook, Google + and LinkedIn appearing on the PLATFORM.

In this regard, any personal data that you may designate as public and accessible from your Twitter, Facebook, LinkedIn and GOOGLE+ profiles shall be accessible to the MARKETPLACE OPERATORS, which you hereby expressly authorize.

However, the MARKETPLACE OPERATORS will not create or use any database separate from Facebook, Google+, Twitter and LinkedIn based on any personal data that you may publish there, and the PLATFORM OPERATORS will not make use of any significant information from your private life in this connection.

If you do not wish the MARKETPLACE OPERATORS to be able to access to personal data published in the public space of your profiles in the social network back offices, you must then use the means provided by Facebook, Google+, Twitter and LinkedIn to limit access to your data.

ARTICLE 12. SECURITY

The MARKETPLACE OPERATORS are committed to take appropriate technical and organizational measures to protect your personal data against unauthorized or unlawful processing and against accidental loss, destruction or damage to personal data.

Accordingly, the MARKETPLACE OPERATORS take necessary precautions to preserve data security, based on the nature of your data and the risks posed by our processing, and in particular to prevent their being impaired, damaged or having unauthorized third parties get access to them (for example, through physical protection of our premises, authentication procedures for our CLIENTS with personal and secure access using confidential IDENTIFIERS and passwords, logging of connections, encryption of certain data, etc.).

ARTICLE 13. SECURITY

The MARKETPLACE OPERATORS, their data processors or the SELLERS do not transfer any USER's data outside the European Union

If the MARKETPLACE OPERATORS should do so, they would inform the USER by indicating the measures taken beforehand to control this transfer and to ensure the respect of the confidentiality due to your data.