

Privacy Policy Softtrader

Definitions

Customer: any professional or physical person capable within the meaning of Articles 1123 and following of the Civil Code, or legal person, which visits the website subject to these terms and conditions.

Benefits and Services: <https://www.softtrader.eu> - Softtrader provides clients with:

Content: All the integral elements of the information present on the website, including texts, images and videos.

Customer information: Below is referred to as “Information (s)” which corresponds to all personal data that may be held by Softtrader for the management of your account, customer relationship management and for analysis and statistics purposes.

User: Internet user logging in, using the above-mentioned website.

Personal information: “Information that permits, in any form, directly or not, the identification of the individuals to whom they apply” (Article 4 of Act 78-17 of January 6, 1978). The terms “personal data,” “person concerned,” “subcontractor” and “sensitive data” have the meaning defined by the General Data Protection Regulations (RGPD: No. 2016-679)

Article 1. Introducing the website

Under Article 6 of Law 2004-575 of 21st of June 2004 for confidence in the digital economy, website users of the website are told Softtrader the identity of the various stakeholders in the course of its implementation and follow-up:

Owner: Private company Softtrader International – van Welderenstraat 6511 MV Nijmegen

Publication Manager: Antio Scholten – info@softtrader.eu the publication manager is a natural person or a legal person.

Webmaster: Antio Scholten – info@softtrader.eu

Host: Antagonist – 27B, Neptunusstraat 7521 WC Enschede – 31242022103

Delegate: Antio Scholten – info@softtrader.fr

Article 2. Terms and conditions for the use of the website and the services offered

The website is a work of the mind protected by the provisions of the Intellectual Property Code and applicable International Regulations. The Customer may not in any way reuse, transfer or exploit all or part of the website's elements or works on his own website account.

The use of the Softtrader website implies full acceptance of the following terms and conditions of use. These terms of use may be changed or completed at any time, so users of the Softtrader website are encouraged to consult them on a regular basis.

This website is normally accessible to users at any time. However, an interruption due to technical maintenance may be decided by Softtrader, who will then try to communicate to users the dates and times of the intervention beforehand. The Softtrader website is updated regularly by Softtrader responsible. In the same way, legal mentions can be changed at any time: they are nevertheless necessary for the user who is invited to refer to them as often as possible in order to read them.

Article 3. Description of the services provided

The website Softtrader website Softtrader is intended to provide information about all the company's activities. Softtrader strives to provide as accurate information as possible on the Softtrader website. However, it cannot be held responsible for any omissions, inaccuracies and deficiencies in the update, either by its own making or by the third parties that provide this information.

All information on the Softtrader website is given as an indication, and is likely to change. In addition, the information on the Softtrader website is not exhaustive. They are given subject to changes that have been made since they were put online.

Article 4. Contractual limitations on technical data

The website uses javascript technology. The Internet website cannot be held responsible for property damage related to the use of the website. In addition, the user of the website agrees to access the website using recent, non-virus-containing material and with a latest-generation browser updated. The website Softtrader is housed with a provider in the European Union in accordance with the provisions of the General Data Protection Regulation (RGPD: 2016-679)

The goal is to provide a service that ensures the best rate of accessibility. The host ensures the continuity of its service 24 hours a day, every day of the year. Nevertheless, it reserves the possibility of discontinuing the hosting service for the shortest possible periods of time, including for the purposes of maintenance, improvement of its infrastructure, failure of its infrastructure or if the Benefits and Services generate traffic deemed abnormal.

Softtrader and host cannot be held responsible for malfunctioning the Internet network, telephone lines or computer and telephone equipment, including network congestion preventing access to the server.

Article 5. Intellectual property and counterfeits

Softtrader owns the intellectual property rights and holds the rights to use all items available on the internet website, including texts, images, graphics, logos, videos, icons and sounds. Any reproduction, representation, modification, publication, adaptation of all or part of the elements of the website, regardless of the means or process used, is prohibited, unless written permission is given: Softtrader.

Any unauthorized exploitation of the website or any of the items contained in it will be considered to constitute infringement and prosecuted in accordance with the provisions of Articles L.335-2 and following of the Intellectual Property Code.

Article 6. Limitations of liability

Softtrader acts as the publisher of the website. Softtrader is responsible for the quality and veracity of the content it publishes.

Softtrader cannot be held responsible for the direct and indirect damage caused to the user's equipment, when accessing the internet website Softtrader, and resulting either

from the use of equipment that does not meet the specifications indicated in point 4, or from the appearance of a bug or incompatibility.

Softtrader cannot also be held liable for indirect damages (such as a loss of market or loss of a chance) as a result of the use of the website Softtrader. Interactive spaces (possibility of asking questions in the contact area) are available to users. Softtrader reserves the right to remove, without prior notice, any content deposited in this space that would contravene the applicable legislation in The Netherlands, in particular the data protection provisions. If so, Softtrader also reserves the possibility of questioning the user's civil and/or criminal liability, especially in the case of messages of a racist, offensive, defamatory, or pornographic nature, regardless of the medium used (text, photography ...).

Article 7. Personal data management

The Customer is informed of the regulations concerning marketing communication, the law of 21 June 2014 for confidence in the Digital Economy, the Computer and Freedom Act of 06 August 2004 as well as the General Data Protection Regulation (RGPD: 2016-679).

7.1 Personal data collection

For personal data collected as part of the creation of the User's personal account and its navigation on the Website, the person responsible for the processing of Personal Data is: Softtrader International.

Softtrader is represented by Antio Scholten, its legal representative.

As the person responsible for processing the data Softtrader collects, Softtrader is committed to complying with the framework of the applicable legal provisions. In particular, it is the Client's responsibility to establish the purposes of its data processing, to provide its prospects and clients, based on the collection of their consents, with complete information on the processing of their personal data and to maintain a register of treatments in accordance with reality. Whenever Softtrader deals with Personal Data, Softtrader takes all reasonable steps to ensure the accuracy and relevance of Personal Data to the purposes for which Softtrader treats it.

7.2 Finality of the data collected

Softtrader is likely to handle all or part of the data:

1. To enable navigation on the website and the management and traceability of user-controlled services and services: login and website usage data, website billing, order history, etc.
2. To prevent and combat computer fraud (spamming, hacking...): computer hardware used for navigation, IP address, password (hashé)
3. To improve web Website browsing: login and usage data
4. To conduct optional satisfaction surveys on Softtrader: email address
5. To conduct communication campaigns (sms, email): phone number, email address

Softtrader does not market your personal data, which is therefore only used out of necessity or for statistical and analytical purposes. The Softtrader website is hosted on Phoenixsite. This platform gathers personal data, which is in no way sold or made public to third parties. The sole purpose for this data collection is to ensure the optimal user experience.

7.3 Right of access, rectification and opposition

In accordance with current EU regulations, Softtrader users have the following rights:

- Right of access (Article 15 RGPD) and rectification (Article 16 RGPD), updating, complete data of Users right to lock or delete data of Personal Users (Article 17 of the RGPD), where they are inaccurate, incomplete, equivocal, outdated, or whose collection, use, communication or retention is prohibited
- Right to withdraw consent at any time (Article 13-2c RGPD)
- Right to limit user data processing (Article 18 RGPD)
- Right to object to user data processing (Article 21 RGPD)
- Right to portability of the data that Users will have provided, when this data is processed automatically based on their consent or contract (Article 20 RGPD)
- The right to define the fate of Users' data after death and to choose to whom Softtrader will have to share (or not) its data with a previously designated third party

As soon as Softtrader becomes aware of a User's death and does not have instructions from him, Softtrader undertakes to destroy his data, unless their retention is necessary for probatory purposes or to meet a legal obligation.

If the User wants to know how Softtrader uses his Personal Data, ask to correct it or object to their processing, the User can contact Softtrader in writing at:

Softtrader International – CEO, Antio Scholten, van Welderenstraat 6511 MV Nijmegen.

In this case, the User must indicate the Personal Data that he would like Softtrader to correct, update or delete, by identifying himself precisely with a copy of an ID (ID card or passport).

Requests to delete Personal Data will be subject to the obligations imposed on Softtrader by law, including the retention or archiving of documents. Finally, Softtrader can file a complaint with the supervisory authorities, including the CNIL (<https://www.cnil.fr/fr/plaintes>).

7.4 Non-disclosure of personal data

Softtrader refrains from processing, hosting or transferring customer information to a country outside the European Union or recognized as “inadequate” by the European Commission without first informing the customer. However, Softtrader remains free to choose its technical and commercial subcontractors on the condition that it provide sufficient safeguards under the requirements of the General Data Protection Regulation (RGPD: 2016-679).

Softtrader undertakes to take all necessary precautions to preserve the security of the Information and in particular that it is not communicated to unauthorized persons. However, if an incident affecting the integrity or confidentiality of customer information is made known to Softtrader, the customer will have to inform the Customer as soon as possible and inform him of the corrective measures taken. In addition, Softtrader does not collect any “sensitive data.”

The User’s Personal Data may be processed by Softtrader subsidiaries and subcontractors (service providers), exclusively in order to achieve the purposes of this policy.

Within their respective responsibilities and for the purposes recalled above, the main people likely to have access to user data Softtrader are primarily agents of our customer service.

7.5 Types of data collected

For users of the website Softtrader, we collect the following data that is essential to the operation of the service, and which will be kept for up to 24 months after the end of the contractual relationship: Name of the company, First name, Phone number, Email, Address, Postcode, Place of residence.

Softtrader also collects information that improves the user experience and offers contextualized advice: Cookie from Google Analytics.

<https://developers.google.com/analytics/devguides/collection/analyticsjs/cookie-usage>

This data is kept for up to 12 months after the end of the contractual relationship.

Article 8. Incident notification

No method of transmission over the Internet or electronic storage method is completely safe. Therefore, we cannot guarantee absolute security. If we became aware of a security breach, we would notify affected users so that they could take appropriate action. Our incident notification procedures take into account our legal obligations, whether they are at national or European level. We are committed to fully informing our customers of all account security issues and providing them with all the information they need to help them meet their own reporting regulatory obligations.

No personal information of the user of the Softtrader website is published without the user's knowledge, exchanged, transferred, ceded or sold on any medium to third parties. Only the assumption of the purchase of Softtrader and its rights would allow the transmission of the information to the eventual purchaser who would in turn be bound by the same obligation to preserve and modify the data vis-à-vis the user of the website Softtrader.

8.1 Security

To ensure the security and confidentiality of Personal and Personal Health Data, Softtrader uses networks protected by standard devices such as firewalls, pseudonymization, encryption and passwords.

When processing Personal Data, Softtrader takes all reasonable steps to protect them from loss, misuse, unauthorized access, disclosure, tampering or destruction.

Article 9. Hyperlinks 'cookies' and internet 'tags'

The website Softtrader content a number of hyperlinks to other websites, set up with the permission of Softtrader. However, Softtrader does not have the ability to verify the content of the websites in this way, and will therefore not assume any responsibility for this fact. Unless you decide to disable cookies, you agree that the website can use them. You can disable these cookies free of charge at any time in the deactivation options available to you and recalled below, knowing that this can reduce or prevent access to all or part of the services offered by the website.

9.1. Cookies

A 'cookie' is a small information file sent to the user's browser and stored within the user's terminal (e.g. Computer, smartphone), (hereafter 'Cookies'). This file includes information such as the user's domain name, the user's Internet service provider, the user's operating system, and the date and time of access. Cookies are not likely to damage the user's device.

Softtrader is likely to process the User's information about his visit to the website, such as the pages viewed, the searches made. This information allows Softtrader to improve the content of the Website, the user's browsing.

With Cookies facilitating the navigation and/or provision of the services offered by the Website, the User can set up his browser to allow him to decide whether or not to accept them so that Cookies are registered in the terminal or, on the contrary, that they are rejected, either systematically or according to their issuer. Users can also set up their navigation software so that cookies are accepted or rejected on an ad hoc basis, before a Cookie is likely to be registered in their device. Softtrader informs the User that, in this case, not all features of its navigation software may be available.

If the User refuses to register Cookies in their device or browser, or if the User deletes those already registered, the User is informed that their browsing and experience on the Website may be limited. This could also be the case where Softtrader or one of its providers cannot recognize, for technical compatibility purposes, the type of browser used by the terminal, the language and display settings, or the country from which the device appears to be connected to the Internet.

If applicable, Softtrader disclaims any responsibility for the consequences related to the degraded operation of the Website and the services possibly offered by Softtrader, resulting (i) from the refusal of Cookies by the User (ii) the inability for Softtrader to register or consult the Cookies necessary for their operation as a result of the User's choice. For managing Cookies and User Choices, the configuration of each browser is different. It is described in the browser help menu, which will let you know how the user can change their Cookie wishes.

At any time, the User can choose to express and modify their Cookie wishes. Softtrader will also be able to use the services of external providers to help it collect and process the information described in this section.

Finally, by clicking on the social network icons Twitter, Facebook, LinkedIn and Google Plus on the Softtrader Website or in its mobile app and if the User has accepted the deposit of cookies by continuing to browse the webwebsite or mobile app of Softtrader, Twitter, Facebook, LinkedIn and Google Plus can also deposit cookies on your devices (computer, tablet, mobile phone).

These types of cookies are only deposited on your devices if you consent to them, by continuing to browse the Softtrader's website or mobile app. At any time, however, the user may retract his consent for Softtrader to file this type of cookies.

9.2. Internet TAGS

Softtrader may occasionally use Internet tags (also called "tags," or action tags, one-pixel gifs, transparent gifs, invisible gifs and gifs one by one) and deploy them through a specialist web analytics partner that may find themselves (and thus store the relevant information, including the User's IP address) in a foreign country.

These tags are placed both in online advertisements that allow users to access the portal, and on the various pages of the portal.

This technology allows Softtrader to evaluate visitors' responses to the website and the effectiveness of its actions (for example, the number of times a page is opened and the information viewed), as well as the user's use of the website.

The external provider will eventually be able to collect information about visitors to the website and other websites through these tags, compile reports on the website's activity for Softtrader and provide other services related to the use of the website and internet.

Article 10. Applicable law and authority

Any dispute in relation to the use of the Softtrader website is subject to Dutch law. Apart from cases where the law does not allow it, jurisdiction shall be granted exclusively to the competent courts of Arnhem.

