



## Privacy Policy

(Last update on 12/06/17)

Version V.1.1

This privacy policy (the "**Privacy Policy**") defines the conditions in which the company Kabo ("**The Company**") collects and processes the personal data concerning anyone who has downloaded from and/or who uses the player downloaded on the website [www.autoplayvr.com](http://www.autoplayvr.com) (the "**User**") published by The Company, as well as its updates (collectively, the "**Player**").

The personal data is collected and processed by the Company, registered at the Trade and Companies Register of Bobigny under the number 441 678 273, registered under the intra-Community VAT identification number FR87441678273, with capital of seventy thousand and five hundred (70 500) euros and whose registered office is located at 2-4 allée de Seine, 93 000 Saint- Denis. The Company is involved in the development and publishing of the Player, as well as other goods or services in connection with virtual reality.

In an effort to respect the Users' privacy and the protection of the information hosted, the Company adheres to the laws in force on protection of the Users' personal data.

The Company may be required to update this Privacy Policy in order to monitor the development of the Player and the User's rights. The User will be informed in advance of any update in order to obtain his consent.

### 1. Consent of the User

By accepting the Privacy Policy, the User consents to the processing of his Data by the Company described in this Privacy Policy.

By accepting the Privacy Policy and/or continuing to use the Player after express acceptance of any update to the Privacy Policy, or window informing him of the use of trackers, the User agrees to the use of trackers described in this Privacy Policy.

### 2. Nature of the Data which the Company is responsible for processing

The Company collects and processes, as responsible for processing, the data (the "**Identifying Data**") that the User acting as an individual provides when completing the form available on the website [www.autoplayvr.com](http://www.autoplayvr.com) (the "**Form**"), and which the User acting as a professional provides by email sent to the address [autoplayvr@vr-lines.com](mailto:autoplayvr@vr-lines.com), as well as data relating to the use of the Player ("**Usage Data**") (collectively, the "**Data**").

If the User downloads the Player as an individual, such data consists notably of his email address and the type of playback support (the "**Playback Support**") that he uses by ticking the box corresponding to said Playback Support (ex: Oculus SDK 0.7).

If the User downloads the Player as a professional, such data consists notably of the email address of the Company that the User certifies to represent, the type of Playback Support he uses and, if the Company so requests, proof related to the information supplied as specified in the General Terms and Conditions.



Certain Identifying Data is required to be provided; other information is optional. The required Identifying Data is indicated by an asterisk on the Form.

The Usage Data are Data collected on the User's computer (the "**Terminal**") when he uses the Player.

These notably include data on the use of the Player, being specified that these data do not allow the Company to have knowledge of the Contents viewed by the User, as well as the manual settings made by the User in order to adapt the Playback Support to the Contents he wants to play and/or display in virtual reality.

### **3. Collection of Usage Data through the use of Internet trackers**

The Company uses trackers, commonly known as "cookies", to collect Usage Data. These trackers enable the Company to have access, by electronic transmission, to information already hosted in the User's Terminal or to record information on this Terminal.

### **4. Purposes of the processing of Data by the Company**

The Data is processed by the Company:

- in order to allow the User to download the Player and to thereby enjoy the features offered by the Player;
- in order to collect and process statistical data on the use of the Player;
- in order to optimise the functioning of the Player (notably in order to improve the settings automatically made by the Player);
- in order to monitor compliance with the General Terms and Conditions and the laws in force, to the extent possible with regard to the Data collected;
- in order to keep the User informed of information and news relating to the Player, notably through a newsletter;
- in order to send instant alerts (push notifications) to the User's Terminal to inform him of updates to the Player, to its General Terms and Conditions and/or to this Privacy Policy, and to offer the User the possibility of viewing Contents in virtual reality.

### **5. Retention period**

As of the termination of the contract binding the Company to the User consisting of the General Terms and Conditions and this Privacy Policy for any reason whatsoever, the Identifying Data and the Usage Data will be stored by the Company for a period of five (5) years. Beyond this period, only anonymous data will be hosted, if so.

### **6. Data Security**

The Company implements physical, administrative and technical measures to protect the security of the Data and, notably, to prevent it from being distorted, damaged, or to keep unauthorised parties from having access to it.

Although the Company takes all reasonable precautions to prevent breaches of security and of the confidentiality of Data, total security cannot be guaranteed.

Consequently, the User acknowledges and accepts that it is important that he also protects himself against unauthorised access to the Terminal, to the Playback Support and to the Player.

### **7. Recipients of the Data**

The Company does not disclose its Users' Data, unless it has their express permission or when the law, the public interest or national security require or authorise it to do so, or after having made said Data anonymous.



The Company may, however, be required to work with third party subcontractors or jointly responsible parties, notably a storage space hosting service provider, to obtain certain services for the purposes described above, such as maintaining Data. The User's Data is then likely to be communicated to these subcontractors or jointly responsible parties. The Company ensures that these third parties take technical and organisational measures to safeguard the security of the Data and, in particular, to prevent it from being distorted, damaged, or to keep unauthorised parties from having access to it.

In case of a partnership, assignment or restructuring, the Company will be able to transfer all Data it collects to the third party concerned.

#### **7.1. Substitution**

**THE USER IS INFORMED THAT THE COMPANY IS INTENDED TO BE SUBSTITUTED BY THE A DE FACTO COMPANY WHICH WILL BE CREATED WITHIN 6 DAYS/MONTHS FROM THE FIRST DAY OF THE EXPLOITATION OF THE PLAYER UNDER THE CORPORATE NAME "VRLINES" ("VRLINES").**

The User accepts that any right and obligation of the Company from the present Private Policy will be transmitted to VRLINES, which will automatically substituted the Company without any formality from the moment of its creation.

The User expressly accepts that VRLINES will be its responsible for processing from the substitution.

#### **8. Transfer of Data outside the European Union**

The User is informed and accepts that his Data will be hosted on servers located in the territory of the United States.

#### **9. The User's right to access, modify and delete his Data**

In accordance with the French Data Protection Law, the User can exercise at any time with the Company his right to object to the use of his personal data, provided he justifies a legitimate reason, except with regard to direct prospection.

The User may also exercise at any time his rights to access and rectify personal data concerning him.

These rights may be exercised by writing to the Company at the following email address: [contact@vr-lines.com](mailto:contact@vr-lines.com).

The User may contact the Company at the email address mentioned above for all matters relating to the Privacy Policy and to the Company's processing of personal data.

#### **10. Means of objecting to the use of trackers and to the sending of instant alerts**

If, after having given his consent, the User wishes to withdraw his consent, he must use the configurations of the Player to delete or refuse the trackers.