

Last Updated: 20.08.2025

WEBINTERPRET Privacy Policy

This privacy policy (the “**Privacy Policy**”) sets forth the collection and use practices of Webinterpret, a French Société par actions simplifiée, registered with the Registry of Trade and Companies under RCS number 501 216 071 Paris, whose registered office is located at 128, rue la Boétie, 75008 Paris, France (“**Webinterpret**”, “**we**”, “**us**” or “**our**”), for personal data that Webinterpret collects from “**you**”, (i) prospects in the course of carrying out our prospecting activities, or (ii) our professional clients (“**Sellers**”) and their clients (“**Buyers**”) in the course of carrying out the services we render to Sellers (the “**Services**”) in accordance with our general terms and conditions (“**TOS**”).

This Privacy Policy is available on Webinterpret website at the following address: <https://app.webinterpret.com/privacy> and through any of its web pages (the “**Site**”).

We want to develop relationships with our prospects and clients based on respect and integrity. We are aware of the trust and confidence you demonstrate when you visit our Site, discuss with us and/or use our Services, and provide us with any information relating to you as an identified or identifiable natural person (the “**Personal Data**”). This Privacy Policy is posted to demonstrate our commitment to protecting your privacy, in accordance with the requirements enacted by the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”) and any other applicable data privacy law or local regulation.

By communicating with us, using our Site, and/or our Services, you are accepting the terms of this Privacy Policy, and you are consenting to the collection, use and storage of your personal data as described in this Privacy Policy.

1. Personal data processed by Webinterpret

Webinterpret gathers the following types of personal data:

- **Your email address (prospects):**

We may contact you with information about new services, promotions or special offers because we believe you may be interested in our Services, either because you have requested some information from our website’s contact form or another mean (email, phone etc.), or because we obtained your contact from other providers or via public means on the Internet. To that end, we only collect your email address, no other personal information is needed.

You always have the right to unsubscribe to our marketing communications by clicking on

the “unsubscribe” button present on all our marketing communications. As long as you do not exercise this right, we will consider that you are interested in receiving marketing communications from us. If you have an Account with us (as defined below), change your preferences by signing into your Account through the Site.

- **Seller's Personal Identifiers:**

When a Seller subscribes to our Services in accordance with our TOS, the Seller or its employees are invited to create a user account (“**Account**”) on a dedicated interface available on our Site, such Account enabling the Seller to manage the Services.

The creation of the Account and its management (customer support) implies the processing (collection, storage, use) of your “**Personal Identifiers**”, i.e. name, surname, user ID, professional email address and phone number, company's postal address, username for your accounts on third-party online marketplaces, and any other personal information you may communicate while exchanging with you in the course of customer support.

If you do not provide us with the Personal Data that we request, we may not be able to provide you with the services offered through the Site for which the Data is required.

We will process your Personal Identifiers as long as you use our Services and delete the data by the end of our relationship.

- **Buyers' Personal Data:**

In the framework of the return services the Seller offers to Buyers in accordance with the contract concluded between the Seller and the Buyer, our Services enable the Seller to facilitate the management of the shipping and returns. For that purpose, the Seller will process, through our Services, the following Buyers' Personal Data: name, surname, shipping address, phone number.

This processing activity involves the collection and storage of the Buyers' Personal Data on the servers hosting the Services, as long as the Seller uses the Services. The data is also automatically transferred to the shipping company responsible for the shipment or return of the Buyer's purchases.

2. Use of Personal Data collected by Us

We process the Personal Data described above to:

- fulfill the agreement (the TOS) between you (Seller) and Webinterpret;
- process any Services in accordance with our TOS;
- process your request or issue submitted via any communication channels;
- administer your Accounts;
- customize the Services Webinterpret provides to you ;
- administrate or otherwise carry out Webinterpret's legal obligations (fraud prevention, invoicing etc);
- carry out market research and tracking of sales data, via cookies (cf. Article 10 below);
- and with your prior consent, send you information about Webinterpret Services, offers and

activities.

3. Recipients and processors

Webinterpret may disclose your Personal Data to such recipients as our staff, affiliates, vendors, agents and contractors that assist Webinterpret in administering the Site and in providing the Services (e.g. Cloud Hosting provider, ticketing, external debt collector, internal reporting, order fulfillment services, carriers). The Personal Data of Sellers and Buyers may also be disclosed to the online marketplaces on which the Seller advertises and sells its products to Buyers.

In the event Webinterpret's assets are transferred or sold to another entity, Personal Data may be transferred to the acquiring entity and/or to potential acquiring entities.

Finally, we may disclose Personal Data as necessary to identify, contact or bring legal action against a person or entity who may be violating Webinterpret's TOS, or who may be causing harm to, or interfering with, other users of the Site.

4. Transfers of Personal Data outside of the European Economic Area

Personal Data Webinterpret collects from you and that you provide to Webinterpret is stored in servers located within the EEA territory.

Some of the recipients or processors of Personal Data, as mentioned above, may be affiliates of groups of companies domiciliated outside the EEA.

Thus, pursuant to the GDPR, a transfer of the Data outside the territory of the EEA may occur. In such a case, be assured that all transfers outside of the EEA will be based either on an adequacy decision issued by the European Commission, or on Standard Contractual Clauses executed with the recipient, in due respect of the GDPR and the rights and freedoms of individuals whose Personal Data are processed.

5. Security

We will take all steps reasonably necessary to ensure your Personal Data is treated securely, in accordance with this Privacy Policy and applicable law. We use appropriate security measures to protect against unauthorized access, collection, use, disclosure, copying, and disposal of your Personal Data.

All pages within our checkout process and areas containing Personal Data are secured using SSL (Secure Socket Layer) technology, which encrypts data between our computer and yours. To make sure your Internet browser is using the latest security features, you may want to download the most recent version of it, which should have full SSL support.

You are responsible for maintaining the confidentiality of your user ID and password which relate to your access to certain pages of the Site and/or any Account you set up with us. You agree to accept responsibility for all activities which occur in relation to the same. You should not permit other people to use your user ID or your password. Please contact us promptly using the details in the section "Contact Information" below if you believe your user ID or password may have been compromised. We will not be responsible to you if there is unauthorized access to your

login details or unauthorized activity on this Site as a result of your login details becoming known by someone else, unless this was due to our negligence.

Despite our efforts regarding security, it is important to bear in mind that the Internet is not a secure means of communication. Personal Data communicated through the Internet may be intercepted by other people. We cannot guarantee the security of Personal Data sent to us through this Site. You accept that you use this Site at your own risk.

6. Retention of Personal Data

We will store your Personal Data to the extent and as long as necessary for fulfilling the purposes for which Personal Data has been processed.

If you are a prospect and have consented to receive our newsletters, we will store your Personal Data as long as you do not unsubscribe to the receipt of such newsletters.

If you are a Seller, Personal Data processed through your Account, will be stored until the term of our relationship, materialized by a formal termination of the TOS or the closing of your Account upon your request. Your Account may also be deactivated by us in case of violation of the TOS or any applicable law. In general, Personal Data from closed or inactive Accounts and subscriptions will be deleted or anonymized 5 years after the Account or subscription is closed or deactivated, unless we have reasonable grounds to believe that the Personal Data should be retained for one of the purposes identified above.

We inform you that we will keep a copy of Personal Data for archive purposes, to comply with law, prevent fraud, collect any fees owed, enforce our TOS, resolve disputes, troubleshoot problems, assist with any investigations, and any other actions otherwise permitted by law.

7. Your Rights on your personal data

You have the following rights over your Personal Data:

- **Right to access:** obtain confirmation of the processing of your Personal Data as well as a certain amount of information on the processing, it being understood that this information is in any case given in this Privacy Policy.
- **Right to rectification:** obtain the rectification of your Personal Data when they are inaccurate or incomplete.
- **Right to erasure**, also called "right to be forgotten": under the conditions set forth in Article 17 of the GDPR, obtain the erasure of your Personal Data when they are no longer necessary regarding the purposes for which they were collected or when you object to the processing of your Personal Data.
- **Right to object:** under the conditions set forth in Article 21 of the GDPR, object at any time, for reasons relating to your personal situation, to the processing of your Personal Data, in particular in the case where this opposition concerns commercial prospecting, including profiling.

- **Right to limitation of processing:** obtain the limitation of the processing of your Personal Data when you dispute the accuracy of the data, when the retention period for the Personal Data has expired but you still need to keep this Personal Data for the establishment, exercise, or defense of a legal right, or if you have objected to the processing.
- **Right to portability:** obtain the communication of the Personal Data you have communicated to us in a readable format or ask us to transmit the Personal Data you communicated to another data controller.
- **Withdrawal of consent:** withdraw your consent to the future processing of your Personal Data by us, when the processing is based on consent.
- **Right to lodge a complaint:** lodge a complaint with the “*Commission nationale de l’informatique et des libertés*” (“**CNIL**”) if you consider that the processing activities we carry out constitute a violation of your Personal Data. The CNIL services can be contacted:
 - By phone: +33 (0)1 53 73 22 22
 - Via an online form available here: <https://www.cnil.fr/fr/webform-contact-us>

You may exercise your rights at any time, by contacting our Privacy Officer at privacy@webinterpret.com. We will identify you (the requester) to avoid fraudulent requests, which may request the provision of a copy of your ID card, and we will answer without undue delay, in any case not later than within one month (or three months if we consider your request as complex).

To the attention of Sellers and Buyers, specific conditions governing the exercise of their rights by the Buyers:

We inform the Buyers that, when we process Buyers’ personal data in the course of providing our Services, we act as the Seller’s “data processor”, meaning we have no control over the Buyer’s personal data the Seller collects and/or processes through the Services. In such a case, it is the Seller’s responsibility to respond to Buyers’ request for exercising their rights over their personal data and, as Seller’s data processor, we will provide the Seller with all reasonable assistance to respond to any request from a Buyer. If a Buyer directly contacts us, we will transfer the request to the Seller for actions to be taken under Seller’s responsibility.

8. Integration

If you, a Seller, are using third-party providers (e.g. ChannelAdvisor) in combination with our (Webinterpret) Services you may request from time to time that we send some Personal Data being under your control to such solution providers. Such data includes but is not limited to Personal Data of your Buyers received on your behalf from third-party marketplaces, like e-Bay or Amazon.

Such data will not be stored on our servers, and you must establish a proper agreement with that third-party provider to ensure an adequate level of Personal Data protection. We will process this data in accordance with Article 28 of GDPR (data processing is necessary for the proper operation of our service with your third-party solution).

9. Links

Webinterpret may place hypertext links on the Site or in the emails that connect to third party websites. Webinterpret has no control over these linked sites or their content. Your use of such linked sites will be subject to such sites' terms of use and privacy policies and not Webinterpret's TOS or Privacy Policy, so be sure to read them before using such sites or transmitting any information to such sites.

Webinterpret cannot be responsible for any third party, or its affiliates or agents, failing to use your Personal Data in accordance with such third party's privacy policy, or any contractual or other legal obligations to which such third party, its affiliates or agents, may be subject.

10. Cookies Policy

We (or service providers on our behalf) may automatically collect information from you using "cookies" or "web beacons". Cookies are small amounts of data that are stored within your computer's Internet browser or on your mobile device and that are accessed and recorded by the websites that you visit, as well as by the companies that place advertising on websites, so that they can recognize your device and remember if you have visited a website previously. Web beacons are web page elements that can recognize certain types of information on your computer such as cookies and the time and date of a page view.

Information collected by cookies and web beacons may include, without limitation:

- the pages you visit within the Site;
- the date and time of your visit to the Site;
- the websites you visit before or after visiting the Site;
- the Internet Protocol (IP) address used to connect your computer to the Internet;
- your computer and connection information such as your browser type and version, operating system and platform;
- whether you open and whether you click on any link contained in an email message that we send you;
- details about your activities on third-party platforms on which we have placed listings; and/or your sale history on Webinterpret.

We may use data gathered automatically from your computer (i) to help us recognize you as a previous visitor to the Site, (ii) with your prior consent, to serve relevant online advertising to you or (iii) with your prior consent to analyze trends and statistics to improve your experience of the Site. This data is not being used in automatic user profiling in the meaning of the GDPR.

You can set your browser to reject cookies or to notify you when you are sent a cookie. You can also order and download software that will allow you to visit the Site without providing the information gathered by cookies. You are welcome to use the Site if you use such software, but

your experience while visiting the Site may not be optimal. When your prior consent is required for the implementation of certain types of cookies, it will be specifically collected.

11. Reservation of right to modify the Privacy Policy

Webinterpret reserves the right to modify the Site and this Privacy Policy at any time, in particular to reflect changes in market conditions affecting Webinterpret activities, changes in technology, changes in relevant laws and regulatory requirements and changes in Webinterpret system's capabilities. Please be assured that such amendments will be aimed to constantly guarantee the best protection of your personal data and privacy. In the event that Webinterpret modifies this Privacy Policy, Webinterpret's revised Privacy Policy shall be effective immediately upon the posting of such revised Privacy Policy on the Site. Accordingly, we would recommend that you periodically consult this Privacy Policy.

12. Contact Information

If you have any questions or concerns about this Privacy Policy, please email us at privacy@webinterpret.com or send a letter to: Webinterpret SAS, 128, rue la Boétie, 75008 Paris, France.