

## LEGAL NOTICE AND CONFIDENTIALITY

**Last update: June 2021.**

This legal and privacy notice (the "**Legal Notice**") applies to and governs the use of the website <https://cascade.lu/> (the « **Website** ») published by **CASCADE LAB SA**, a Luxembourg private limited liability company (*société à responsabilité limitée*), having its registered office at 2 place de Strasbourg, L-2562 Luxembourg and registered with the Luxembourg trade and companies register, section B, under number 235161 (hereinafter the "**Company**" or "**We**").

By continuing to browse the Website, you acknowledge that you have read, understood and accepted this Legal Notice and that it is your responsibility to regularly review this Legal Notice to keep yourself informed of any changes.

You also undertake to ensure that all persons who access the Website via your Internet connection have read, accepted and respected the following Legal Notice.

For more information or any questions concerning the following Legal Notice you can contact us by e-mail at the following address: [info@cascade.lu](mailto:info@cascade.lu).

### CONTENT

The following Legal Notice includes:

- General provisions applicable to the Legal Notice in their entirety;
- Specific provisions concerning the use of the Website (the "**Terms of Use**"), the protection of personal data (the "**Privacy Policy**") and the management of cookies (the "**Cookie Management Policy**").

### CHANGES TO THIS LEGAL NOTICE

This Legal Notice may be modified or supplemented at any time, without prior notice, depending on modifications made to the Website, changes in legislation or for any other reason deemed necessary. To this end, we will revise the date of the last update at the top of this Legal Notice. It is your responsibility to keep yourself informed about the content of the Legal Notice, of which only the updated version accessible online is deemed to be in force. We encourage you to check frequently to see if changes have been made to this page.

### PARTITIONING/SEVERABILITY

If any provision of this Legal Notice shall be deemed invalid, void, or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions or terms of this Legal Notice.

### WAIVER

If you violate this Legal Notice and we take no action, we will still be entitled to use our rights and remedies in all other situations where you violate this Legal Notice.

### VIOLATION OF THE LEGAL NOTICE

In the event of a breach of your obligations under these Legal Notices, we may prohibit or suspend access to the Website without prior notice and without compensation to you.

## **GOVERNING LAW**

Any dispute relating to this Legal Notice and, more generally, to any use of the Website, its services, information and documents, will be subject to Luxembourg law and, if we are unable to resolve the dispute amicably, to the exclusive jurisdiction of the courts of the city of Luxembourg.

## ➤ TERMS OF USE

The purpose of the Website is to describe the services offered by CASCADE, i.e. IT and software solutions (administrative, compliance and governance), the functionalities of these solutions/software, and the prices offered (the "**Services**") for exclusively commercial use.

You also have the possibility to contact CASCADE to request a free demonstration of the Services (the "**Demo**") or to request a brochure of the Services by clicking on the tab provided for this purpose.

### **WEBSITE AVAILABILITY AND COMPATIBILITY**

We will use our best efforts to provide maximum availability of the Website in the most efficient manner possible but are unable to guarantee continuous and permanent availability.

We reserve the right to change, modify or suspend, without notice, all or part of the Website for maintenance, updating or any other reason deemed necessary.

By using the Website, you acknowledge and accept (i) that access to it is provided on an « as is » and « as available » basis, without warranties of any kind, either express or implied and (ii) that its use is subject to technical conditions and restrictions for using the Website and/or the Services in terms of compatibility and interoperability (the "**Technical Conditions**").

The Technical Conditions may change and a compatible device at one time may cease to be compatible at a later date.

By using the Website, you recognize the characteristics of the Internet network, and agree that the Company shall not be liable in case of Internet Protocol system interruption due to an act of the Internet service provider or any act beyond CASCADE's control.

More generally, we cannot be held liable and give any right to compensation in the event of interruption of access, malfunction of the Website or any loss of data resulting from non-compliance with these Terms of Use, the Technical Conditions or our recommendations, inappropriate or illicit use of the Website, cases of force majeure, events dependent on third parties such as telecommunications operators, acts or omissions on your part or an attack on the computer system.

### **WEBSITE CONTENT**

We will do our best to ensure the accuracy of the information or services contained on the Website. However, we cannot be held liable in particular in the event of omission to update information or a form, in the event of errors in the handling of the system or encoding, inaccuracies or gaps in the information provided. Indeed, the aim is to disseminate accurate and up-to-date information, but we cannot avoid any risk of material error. The information published on the Website is not intended to be exhaustive or to constitute a commitment on our side.

We may at any time remove, add, supplement or clarify all or part of the information and services contained or offered on the Website (the "**Modifications**"). No liability for any direct or indirect damage in connection with such Modifications may be held against us.

### **USE OF THIRD-PARTY SERVICES**

When using the Website, you may click on links that redirect you to third-party websites and service providers. We cannot be held responsible for the unavailability of these third-party websites or services, for their operation, content, legality or the accuracy of the information or any other aspect of the third-party websites or services or for any direct or indirect damage caused by following a link to a third-party website or service provider. The consultation and use of such third-party websites or services may be subject to the policies, terms of use and fees of such third parties.

## **YOUR COMMITMENTS**

Access to the Website is via the Internet. By using the Website, you declare that you are aware of the risks and accept them. It is your responsibility to protect yourself against the effects of hacking by adopting an appropriate and secure computer configuration and to take all necessary actions to limit the damage that could result from possible corruption of your computer equipment when accessing the Website.

By using the Website, you confirm that you have the appropriate hardware and agree not to use any device or take any action that may cause harm to us or any other third party. You further acknowledge that you understand that use of the Website, including the Demo, requires compatible devices, certain software (fees may apply) and Internet access (fees may apply).

You may not (i) transfer, copy or display the Demo, including without limitation, sell, rent, lease, assign, distribute or broadcast any rights in the Demo, except as permitted in this Terms of Use, (ii) attempt to disable, modify or otherwise disable the Demo, (ii) to remove or otherwise circumvent any content protection system that we use in connection with the Website, and (iii) to use the Service or the Demo for any commercial or illegal purpose or, more generally, outside the cases provided for in this Terms of Use.

You agree not to violate, bypass, reverse engineer, decompile, disassemble or otherwise tamper with the security technologies related to the Website and the Website content, including the Demo, for any reason, nor interfere with, remove or modify the copyright management information on the Website or the Website content, nor attempt to do so or assist any other person to do so.

You agree to indemnify us and our directors, officers, employees, affiliates, agents, contractors, content providers and licensors from and against any claims arising from your violation of this Terms of Use.

We reserve the right to take any action we deem necessary to collect any amounts you owe us. You agree that, in such circumstances, you will be responsible for all costs and expenses incurred by us, including, but not limited to, legal fees, collection costs, arbitration fees and court costs.

## **REPORTING TECHNICAL PROBLEMS**

Within the context of the use of the Website, you can contact us to report technical problems by e-mail at the following address: [info@cascade.lu](mailto:info@cascade.lu). In the event that the Website is unavailable due to technical failures caused by us, we will use our best efforts to resolve these failures as soon as possible, provided that you have accurately described them to us when you contact us, that you cooperate fully and that such failures do not result from misuse of the Website for which you are responsible.

## **INTELLECTUAL PROPERTY**

The Website, all its elements (including the layout) as well as the information, documents and services accessible on it or may be downloaded from the Website, in particular the leaflet, the Demo, the trademarks and models, copyright and image rights, whether by original title or by the effect of an express authorisation, patent and any intellectual property right (together, the "Protected Elements") remain our exclusive property, respectively that of our partners and/or content providers and are protected by legislation on intellectual property, database protection and copyright and, in certain situations, by applicable legislation on the protection of personal data and image rights (together, the "Applicable Legislation").

The provision of access to the Website does not under any circumstances constitute a transfer of intellectual property rights.

You may not extract and/or re-use parts of the content of the Website without our express, prior written permission.

We reserve all rights and remedies available to us to prevent any infringement of the rights that we or our licensors or suppliers of services and content have under Applicable Laws in connection with the operation of the Website.

We respect the intellectual property of others. If you believe that any of your intellectual property rights have been used in a way that may give rise to a concern that such rights may be infringed, you may contact us by e-mail at the following address: [info@cascade.lu](mailto:info@cascade.lu).

## **RESPONSIBILITY**

We cannot be held responsible for any damage suffered, directly or indirectly, in relation to your browsing on the Website and the use of the Demo, Services and information.

## ➤ **PRIVACY STATEMENT**

We are committed to the respect of privacy and the protection of personal data and we undertake to ensure that the processing (in particular the collection, sharing, archiving and destruction) of personal data carried out on the Website complies with the laws and regulations governing the processing of personal data, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (the "**GDPR**") and any other applicable national laws or regulations governing the processing of personal data.

### **WHO ARE THE PERSONS WHOSE PERSONAL DATA WE PROCESS?**

In our capacity as data controller, we process the personal data of the following persons:

- You, in your capacity as user of the Website; and
- Any other person about whom you provide us with information through a communication channel indicated on the Website, including through Social Networks (as defined below) (a "**Communication Channel**").

Subject to the elements set out in the previous paragraph, we always collect personal data directly. When this is not the case, the personal data of these other persons is transmitted to us under the responsibility of the person who communicates it to us, whether it is you or a third party, who undertakes to transmit it to us in accordance with the applicable legal provisions. We will only use this data if it is necessary for the fulfilment of our mission.

### **DATA CONCERNING YOUR EXCHANGES WITH US**

We collect personal data when you take the initiative to contact us in order to be able to respond to your requests and communicate with you, namely:

- **Identification and contact details** as provided by you when you contact us, your business card or your email signature;
- **Content of the messages** transmitted whatever the chosen Communication Channel.

The data collected in this context is processed on the basis of our legitimate interests, namely to establish a contact with you by ensuring a response to your messages when this appears necessary, in particular a Demo request. Some of this data is mandatory in order for us to be able to reply to you. They will always be specifically identified within the form allowing the submission of such data or by our member requesting the provision of such data. Other data is provided by you if you consider it appropriate and will only be used if it is necessary for the purposes set out in this Privacy Policy on the basis of our legitimate interest in providing you with our services in accordance with your request.

### **DATA CONCERNING THE USE OF THE WEBSITE**

We also collect data relating to your activity on the Website, namely:

- **Technical information:** this technical information is generated when you access and use the Website. This technical information may include browser type, language settings, country and time zone, ID and cookie settings, type of device used for connection, hardware model and operating system, unique identifiers such as IDFA (for

iOS), MAC address or user ID, IP addresses and mobile network information, social network sharing, geolocation data. We may use geo-filtering or geo-blocking technologies to verify your compliance and prevent access outside authorised territories.

This data is processed on the basis of our legitimate interests, namely, to ensure optimal use of the Website and to personalise the Website for each user (e.g. by offering the Website in a mobile version if the connection comes from a mobile phone, etc.).

The provision of this data is not mandatory and may be modulated via the configuration of your internet browser in addition to the functionalities set up on the Website, but it may have an impact on the experience of visiting the Website.

The cookies we use may also be used to process your personal data for other purposes. For more information on this, you can read our Cookie Management Notice as follows.

## **MARKETING COMMUNICATIONS**

We may send you informational and commercial emails ("**Marketing Communications**") where we have obtained your email contact details in the course of providing our services to you and where you have not objected to such use when collecting your email contact details.

The purpose of Marketing Communications is to send you promotional offers, information about us and about additional products, features or Services to the Website.

You have the opportunity to object to such use of your electronic contact details, free of charge and in a simple manner, by clicking on the "unsubscribe" link within each email sent in this context.

If you object to the receipt of all Marketing Communications, you will not receive any Marketing Communications as soon as you have expressed your objection in the manner set out in the previous paragraph and your details will be removed from our database for Marketing Communications within ninety (90) days from that time.

This processing operation is based on our legitimate interest in informing you about our activity and the news of our Services more generally in order to promote our image towards you.

## **USE OF SOCIAL NETWORKS**

Your personal data may be collected through the use of different social networks (associated account: Cascade Lab) (the "**Social Networks**") to interact with you (public or private messages). We have access to the personal data that you choose to make public. We also act as joint data controller with the relevant Social Networks when we use the Social Network or sharing logo on the Website. In the same way, certain Social Networks allow us to generate anonymous and non-individualised statistics concerning the frequentation of our page.

The data is kept for the duration of the existence of our account on the Social Network concerned.

For more information on the processing of personal data on the various Social Networks, you can consult the information notices published on them.

The data collected in this context is processed on the basis of our legitimate interest to use it for marketing purposes and to improve its advertising materials in order to improve and develop our image on the basis of information voluntarily transmitted or published by you.

## **PERSONAL DATA SHARE**

We are the recipient of personal data which may only be shared with our subcontractors and service providers to enable them to provide their services relating to the maintenance and operation of the Website and the Services, to the exclusion of any other purpose. We have entered into a contract with each of these service providers to specify the manner in which they may access and process personal data. The service providers are subject to a confidentiality undertaking and implement personal data security measures that are at least equivalent to our own.

Some of our service providers to whom we may communicate your personal data are located outside the European Economic Area. This is essentially technical data related to your browsing on the Website. We always verify the existence of a decision of adequacy. When this is not the case (or no longer the case, as is the case in the United States), we put in place appropriate guarantees, namely the signature of standard data protection clauses adopted by the European Commission, and do everything possible to ensure that you have enforceable rights and effective legal remedies. A copy of these appropriate safeguards can be made available to you by sending us an e-mail to the following address: [info@cascade.lu](mailto:info@cascade.lu).

## **HOW DO WE PROTECT PERSONAL DATA?**

You are responsible for ensuring that any personal data you transmit to us is secure.

From our side, we implement appropriate security measures throughout the life cycle of personal data to protect against unauthorised access, falsification, disclosure or destruction of personal data and, as soon as possible, we anonymise or pseudonymise personal data.

We also take all reasonable steps to ensure that your personal data is accurate and, if necessary, kept up to date by allowing you to change any data that is inaccurate at any time and that your personal data is collected in accordance with the purposes set out in this Privacy Policy.

## **DATA RETENTION**

We take all reasonable steps to ensure that personal data is processed and retained for the minimum period necessary for the purposes set out in this Privacy Policy.

Unless otherwise specifically stated in this Privacy Policy, we store your personal data in accordance with the following general principle:

- For data filled in the various forms or sent by you via any other Communication Channel: five (5) years from the last contact with you; and
- For all other data: four (4) weeks from the date of collection, with the exception of cookies, whose retention periods are detailed in the Cookie Management Notice.

The general principles explained above are subject to the personal data published on unalterable media as well as to the implementation of backups enabling us to ensure the availability of data and access to it within an appropriate timeframe in the event of a physical or technical incident. The data included in the backups are kept until they are overwritten by a new backup. This is "out of use" data that is only used for backup purposes. In the event of a request for deletion of personal data, the personal data contained in these backups will be deleted as far as this is technically possible.

We undertake to delete or anonymise your personal data at the end of the retention period described above, increased by a period of a few days or weeks, in proportion to the duration indicated above, if this is necessary to ensure the deletion or anonymisation of the data concerned in practice, unless an imperative reason intervenes (e.g. in the context of a dispute).

## **DATA SUBJECTS RIGHTS**

Each person whose personal data is processed by us has, within the limits of the applicable legislation on the protection of personal data, a right of access, modification, limitation and opposition to the processing of their personal data, a right of deletion and a right to the portability of their personal data. You also have the right to withdraw your consent at any time, when processing is based on it, without charge or penalty. However, such withdrawal will not affect the lawfulness of the processing based on the consent given prior to the withdrawal of consent. You can exercise these rights by contacting us at the following address: [info@cascade.lu](mailto:info@cascade.lu). Each data subject also has the right to lodge a complaint with the Luxembourg supervisory authority, the National Commission for Data Protection.

## ➤ **COOKIES MANAGEMENT POLICY**

When you browse the Website, cookies may be placed on your device in accordance with this Cookie Management Policy.

Within this Cookie Management Policy, you will find information on the nature of the cookies used and how to accept or delete them.

### **WHAT IS A COOKIE?**

Cookies are files or pieces of information that may be stored on your computer (or other devices connected to the Internet, such as a smartphone or tablet) when you visit the Website. A cookie typically contains the name of the website from which it was taken, the "lifetime" of the cookie (i.e. how long it will remain on your device) and a value, which is usually a randomly generated unique number.

### **WHAT TYPES OF COOKIES DO WE USE?**

CASCADE uses several types of cookies on its Website such as necessary cookies, advertising cookies, analytics cookies, security cookies, personalization cookies, site management cookies, and third-party cookies.

#### **NECESSARY COOKIES**

Necessary cookies help make the Website usable by enabling basic functions like page navigation and access to secure areas of the Website. The Website cannot function properly without these cookies.

These are the cookies that help Cloudflare detect malicious visitors to our customers' websites and minimizes blocking legitimate users. It may be placed on the devices of our customers' End Users to identify individual clients behind a shared IP address and apply security settings on a per-client basis. It is necessary for supporting Cloudflare's security features. These cookies do not require your consent and their processing is based on the legitimate interests of CASCADE.

<b>Name of Cookie</b>	<b>Type of Cookie</b>	<b>Purpose</b>	<b>Retention period</b>
JSESSIONID	Necessary	Preserves users states across page requests	Expires after the session

#### **PREFERENCE AND ADVERTISING COOKIES**

CASCADE uses cookies to recognize repeat visitors on the Website. These cookies record the User's browsing history, the visited pages and the User's settings and preferences each time the User visits the Website.

CASCADE also uses cookies that are placed on the User's computer or device by advertisers and ad servers in order to display advertisements that are most likely to be of the User's interest. These cookies allow advertisers and ad servers to gather information about your visits

to the Website and other websites, alternate the ads sent to a specific computer, and track how often an ad has been viewed and by whom. These cookies are linked to a computer and do not gather any personal information about you.

<b>Name of Cookie</b>	<b>Type of Cookie</b>	<b>Purpose</b>	<b>Retention period</b>
bcookie	Marketing	Used by the social networking service, LinkedIn, for tracking the use of embedded services.	2 years
bscookie	Marketing	Used by the social networking service, LinkedIn, for tracking the use of embedded services.	2 years
Lang	Marketing	Set by LinkedIn when a web page contains an embedded "Follow us" panel.	Expires after the session
lidc	Marketing	Used by the social networking service, LinkedIn, for tracking the use of embedded services.	1 day
UID	Marketing	Collects information of the user and his/her movement, such as timestamp for visits, most recently loaded pages and IP address. The data is used by the marketing research network, Scorecard Research, to analyse traffic patterns and carry out surveys to help their clients better understand the customer's preferences.	2 years

### **ANALYTICS COOKIES**

Analytics cookies monitor how users reached the Website, and how they interact with and move around once on the Website. These cookies let us know what features on the Website are working the best and what features on the Website can be improved.

<b>Name of Cookie</b>	<b>Type of Cookie</b>	<b>Purpose</b>	<b>Retention period</b>
b2	Statistic	unclassified	Expires after the session

Necessary and functional cookies do not require your consent. The data collected in this context are processed on the basis of our legitimate interests as explained above. Analytical and social cookies require your consent and will therefore only be installed after you have given your consent.

### **DO WE USE THIRD PARTY COOKIES?**

We use a number of suppliers that may also set cookies on your device on our behalf when you visit the Website to allow them to deliver the services they are providing.

The Website relies on certain services offered by third party websites. These include in particular:

- Sharing buttons or integrated pages on the Social Network Platform (i.e. LinkedIn);

These features use third party cookies deposited directly by these services. If you do not accept these cookies, you may not be able to access these services and some pages of the Website may malfunction or no longer be accessible. You can indicate your preferences directly on the websites concerned.

## **HOW CAN YOU CONTROL OR DELETE COOKIES?**

You can control cookies directly on the Website by selecting your preferences from our cookie banner.

You can also control or delete cookies via the settings of your Internet browser as well as on the relevant third-party websites. Most internet browsers are initially set up to automatically accept cookies. You can change the settings to block cookies or to alert you when cookies are being sent to your device. There are a number of ways to manage cookies. Please refer to your browser's instructions or help service for more information on how to adjust or change the settings. For your convenience, we have provided more detailed information below, depending on which of the most common browsers you are using:

- Internet Explorer: <https://support.microsoft.com/en-us/topic/how-to-delete-cookie-files-in-internet-explorer-bca9446f-d873-78de-77ba-d42645fa52fc>
- Chrome: <https://myaccount.google.com/intro/data-and-personalization>
- Firefox: <https://www.mozilla.org/en-US/privacy/websites/>
- Safari: <https://support.apple.com/en-gb/guide/safari/sfri11471/mac>

If you use different devices to view and access the Website (e.g. your computer, smartphone, tablet, etc.) you will need to ensure that each browser on each device is adjusted to suit your cookie preferences.

If you disable the cookies that CASCADE uses, this may affect your experience of visiting the Website. Please do not hesitate to contact CASCADE in case of any difficulties at the email address: [info@cascade.lu](mailto:info@cascade.lu).

## **OTHER TRACKING TECHNOLOGIES**

In addition to cookies, we may use web beacons, pixel tags, and other tracking technologies on the Website to help customize the Website and improve your experience. A “web beacon” or “pixel tag” is tiny object or image embedded in a web page or email. They are used to track the number of users who have visited particular pages and viewed emails and acquire other statistical data. They collect only a limited set of data, such as a cookie number, time and date of page or email view, and a description of the page or email on which they reside. Web beacons and pixel tags cannot be declined. However, you can limit their use by controlling the cookies that interact with them.

For further information on our Cookie Management Policy and other technologies, please email us at [info@cascade.lu](mailto:info@cascade.lu).

➤ **COOKIES BANNER**

**THIS WEBSITE USES COOKIES**

We use cookies to provide you with the best experience on our website. The cookies we use allow us to provide features related to the content of the website, to analyze our traffic and to allow you to interact. Some cookies are essential to the operation of our website (necessary and functional cookies), others require your consent (analytical and social cookies). For more information, you can read our Cookies Management Policy.

By clicking the "Accept all cookies" button below, you consent to the use of these cookies. You can change your preferences at any time on our website.

Personalize

Reject all cookies unless  
necessary

Accept all cookies

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