

Terms of Use, Legal Notices, and Privacy Policy

The sole proprietorship *The Baby Planner Company*, committed to respecting individual rights, particularly regarding automated data processing, and in a spirit of transparency with its clients, has established a policy encompassing all such processing, the purposes pursued, and the means available to individuals to best exercise their rights.

Continuing to browse this site constitutes unreserved acceptance of the following provisions and terms of use. The currently online version of these terms of use is the only one enforceable throughout the duration of use of the site until it is replaced by a new version.

Article 1 - Legal Notices

1.1 Site (hereinafter "the site"):

The Baby Planner Company

1.2 Publisher (hereinafter "the publisher"):

The sole proprietorship *The Baby Planner Company*

Located at: 34 rue Louis XIV, 1948 Luxembourg

Registered with the RCS of Luxembourg, A45059

Phone number: +352 621 522 937

Email address: morgane@thebabyplannercompany.com

1.3 Host (hereinafter "the host"):

The Baby Planner Company is hosted by Odoo S.A., whose headquarters are located at 40, Chaussée de Namur, 1367 Grand-Rosière, Belgium.

Article 2 - Access to the Site

Any User with internet access can access the *The Baby Planner Company* site free of charge from anywhere. The costs incurred by the User to access it (internet connection, computer equipment, etc.) are not the responsibility of the Publisher.

The site and its various services can be interrupted or suspended by the Publisher, notably for maintenance, without obligation of prior notice or justification.

Access to the site and its use are reserved for strictly personal use. You agree not to use this site and the information or data contained therein for commercial, political, advertising purposes, and any form of commercial solicitation, including unsolicited emails.

Article 3 - Site Content

All trademarks, photographs, texts, comments, illustrations, animated or non-animated images, video sequences, sounds, as well as all computer applications that could be used to operate this site, and more generally all elements reproduced or used on the site, are protected by current intellectual property laws. They are the full and entire property of the publisher or its partners. Any reproduction, representation, use, or adaptation, in any form whatsoever, of all or part of these elements, including computer applications, without

the prior written consent of the publisher, is strictly prohibited. The fact that the publisher does not initiate proceedings upon becoming aware of such unauthorized uses does not constitute acceptance of said uses and waiver of prosecution.

Article 4 - Site Management

For the proper management of the site, the publisher may at any time:

- Suspend, interrupt, or limit access to all or part of the site, reserve access to the site, or certain parts of the site, to a specific category of internet users;
- Delete any information that may disrupt its operation or contravene national or international laws;
- Suspend the site to carry out updates.

Article 5 - Responsibilities

The publisher cannot be held responsible in case of failure, breakdown, difficulty, or interruption of operation, preventing access to the site or one of its functionalities.

The connection equipment to the site you use is under your full responsibility. You must take all appropriate measures to protect your equipment and your own data, especially from viral attacks via the Internet. You are also solely responsible for the sites and data you consult.

The publisher cannot be held responsible in case of legal proceedings against you:

- Due to the use of the site or any service accessible via the Internet;
- Due to your non-compliance with these general conditions.

The publisher is not responsible for damages caused to yourself, third parties, and/or your equipment due to your connection or use of the site, and you waive any action against them for this reason.

If the publisher were to be subject to an amicable or legal procedure due to your use of the site, they could turn against you to obtain compensation for all damages, sums, convictions, and costs that may result from this procedure.

Article 6 - Hypertext Links

The establishment by users of all hypertext links to all or part of the site is authorized by the publisher. Any link must be removed upon simple request by the publisher.

Any information accessible via a link to other sites is not published by the publisher. The publisher has no rights over the content present in said link.

Article 7 - Data Collection and Protection

Your data is collected by the sole proprietorship *The Baby Planner Company*.

Personal data refers to any information concerning an identified or identifiable natural person (data subject); an identifiable person is one who can be identified, directly or indirectly, notably by reference to a name, identification number, or one or more specific elements specific to their physical, physiological, genetic, psychic, economic, cultural, or social identity.

Personal information that may be collected on the site is mainly used by the publisher for managing relationships with you and, if applicable, for processing your orders.

Collected Data

The personal data collected on this site are as follows:

- **Order:** When ordering an e-book, the Buyer provides their first and last name, email address, and postal address.
- **Payment:** In the context of payment for products and services offered on the website, it records financial data relating to the Buyer's bank account or credit card.
- **Cookies:** Cookies are used in the context of using the site. The user has the option to disable cookies from their browser settings.
- **Discovery Call Reservation:** When reserving a discovery call for baby planning services, the website user must provide their first and last name, phone number, email address, as well as information related to their family situation/pregnancy stage to effectively prepare for the appointment.
- **Cookies:** Cookies are used in the context of using the site. The user has the option to disable cookies from their browser settings.

Article 8 - Right of Access, Rectification, and Dereferencing of Your Data

In accordance with the regulations applicable to personal data, users have the following rights:

- **Right of Access:** They can exercise their right to access, to know the personal data concerning them, by writing to the email address mentioned below. In this case, before implementing this right, the Platform may request proof of the user's identity to verify its accuracy;
- **Right of Rectification:** If the personal data held by the Platform are inaccurate, they can request the update of the information;
- **Right to Deletion of Data:** Users can request the deletion of their personal data, in accordance with applicable data protection laws;
- **Right to Restrict Processing:** Users can request the Platform to limit the processing of personal data in accordance with the scenarios provided for by the GDPR;
- **Right to Object to Data Processing:** Users can object to their data being processed in accordance with the scenarios provided for by the GDPR;
- **Right to Data Portability:** They can request that the Platform provides them with the personal data they have provided to transmit them to a new Platform.

You can exercise this right by contacting us at the following address:

34 rue Louis XIV

1948 Luxembourg

Grand Duchy of Luxembourg

Or by email at:

morgane@thebabyplannercompany.com

Any request must be accompanied by a photocopy of a valid signed identity document and mention the address at which the publisher can contact the requester. The response will be addressed within one month following the receipt of the request. This one-month period can be extended by two months if the complexity of the request and/or the number of requests require it.

Furthermore, individuals who wish to do so have the possibility to organize the fate of their data after their death. For more information on the subject, you can consult the website of the CNPD: [Commission nationale pour la protection des données - Luxembourg \(public.lu\)](https://www.cnpd.lu/)

Users can also file a complaint with the CNPD: [Commission nationale pour la protection des données - Luxembourg \(public.lu\)](https://www.cnpd.lu/)

We recommend that you contact us first before filing a complaint with the CNPD, as we are at your full disposal to resolve your issue.

Article 9 - Use of Data

The personal data collected from users is intended for the provision of the Platform's services, their improvement, and maintaining a secure environment. The legal basis for the processing is the execution of the contract between the user and the Platform. Specifically, the uses are as follows:

- Access and use of the Platform by the user;
- Managing the operation and optimization of the Platform;
- Implementation of user assistance;
- Verification, identification, and authentication of data transmitted by the user;
- Personalization of services by displaying advertisements based on the user's browsing history and preferences;
- Prevention and detection of fraud, malware (malicious software), and management of security incidents;
- Management of any disputes with users;
- Sending commercial and advertising information, based on the user's preferences;
- Organizing the conditions for using payment services.

Article 10 - Data Retention Policy

The Platform retains your data for the time necessary to provide you with its services or assistance. To the extent reasonably necessary or required to fulfill legal or regulatory obligations, resolve disputes, prevent fraud and abuse, or enforce our terms and conditions, we may also retain some of your information as needed, even after you have closed your account or we no longer need to provide you with our services.

Article 11 - Sharing Personal Data with Third Parties

Personal data may be shared with third-party companies exclusively within the European Union in the following cases:

- When the user uses payment services, for the implementation of these services, the Platform is in contact with third-party banking and financial companies with which it has contracted;
- When the user publishes information accessible to the public in the Platform's free comment areas;
- When the user authorizes a third-party website to access their data;
- When the Platform uses service providers to provide user assistance, advertising, and payment services. These providers have limited access to the user's data as part of executing these services and are contractually obligated to use them in compliance with the applicable regulations on the protection of personal data;
- If required by law, the Platform may transmit data to respond to claims against the Platform and comply with administrative and judicial procedures.

Article 12 - Commercial Offers

You may receive commercial offers from the publisher. If you do not wish to, please contact the Publisher at the following email address: morgane@thebabyplannercompany.com

Your data may be used by the publisher's partners for commercial prospecting purposes; if you do not wish this, please contact the Publisher at the following email address: morgane@thebabyplannercompany.com

If, during the consultation of the site, you access personal data, you must refrain from any collection, unauthorized use, and any act that may constitute an infringement of privacy or reputation of individuals. The publisher declines all responsibility in this regard.

Data is retained and used for a duration in accordance with current legislation.

Article 13 - Photographs and Product Representation

Product photographs accompanying their description are not contractual and do not engage the publisher.

Article 14 - Applicable Law

These terms of use of the site are governed by French law and subject to the jurisdiction of the courts at the publisher's headquarters, subject to a specific attribution of jurisdiction arising from a particular legal or regulatory text.

Article 15 - Contact Us

For any questions or information about the products presented on the site, or concerning the site itself, you can leave a message at the following address: morgane@thebabyplannercompany.com