PRIVACY STATEMENT

Effective as of October 2026

Issued by	Astrère (France)
Applies to	Account Data, Platform Data, and Website Data processed by Astrère as Data Controller
Does not apply to	Company Personal Data processed by Astrère as Data Processor which is governed solely by the Data Processing Agreement available here
Lead supervisory authority	CNIL (Commission Nationale de l'Informatique et des Libertés) — France
Privacy contact	privacy@astrere.com

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1. Purpose and Scope

Astrère, a société par actions simplifiée ('Astrère', 'we', 'us', 'our') respects the privacy of individuals. This Privacy Statement ('Statement') applies to our collection, use, and disclosure of information obtained in connection with the provision and use of the Service (as defined below) to the extent that we act as data controller — for example, in respect of account management and billing information. It also applies to our collection of information from visitors to Astrère's institutional and marketing websites (including astrere.com, astrere.eu, novaox1.eu, and their respective variants), whether or not such visitors are Authorised Users of the Service.

> Important distinction: This Statement does NOT apply where Astrère processes personal data as data processor on behalf of Company in the context of providing the Service. In those cases, personal data is processed under the DPA, and Company is the data controller. For information about how such personal data is processed, please refer to the DPA.

For the purposes of this Statement:

- "Account Data" means data collected by Astrère for the purpose of managing its own commercial relationship with Company, including contact information of their respective representatives, billing data, contract and quote management data, commission records, and dispute data.
- "Authorised User" means an individual authorised by Company to access and use the Service under Company's account, as the case may be.
- "Buyer" means the entity that subscribes to the Service as a buyer.
- "Platform Data" means data generated by the operation of the Service itself, including feature usage metrics, technical and non-technical logs (including project view logs and audit trails), performance telemetry, and aggregated analytics. Platform Data does not generally include personal data.
- "Service" means Astrère's proprietary platform made generally available as a software-as-a-service or a self-hosted offering, as modified from time to time (currently named NOVA Ox1).
- "Supplier" means the entity that subscribes to the Service as a supplier.
- "Company" means the Buyer or Supplier (as the case may be).
- "Company Data" means Buyer Data or Supplier Data (as the case may be).
- "Website Data" means data collected in connection with a visit to Astrère's institutional or marketing websites (including astrere.com, astrere.eu, novaox1.eu, novaox1.com, and their respective variants), where the visit is not made through an authenticated session of the Service.

2. Who We Are

Data Controller (for Account Data, Platform Data, and Website Data)	Astrère
Country of establishment	France
Lead supervisory authority (GDPR)	Commission Nationale de l'Informatique et des Libertés (CNIL) — France
Privacy contact	privacy@astrere.com
Infrastructure	OVH SAS — hosted within the European Union

3. Data Category Definitions

The Service and Astrère's institutional websites together generate five distinct data categories. This Statement covers Account Data, Platform Data, and Website Data, where Astrère acts as data controller.

Category	Definition	Personal data	Astrère role
Company Data	Data submitted by Company or on its behalf via the Service in the course of using the Service	Yes	Data Processor — governed by the DPA
Account Data	Data collected by Astrère to manage its own commercial relationship with Company (e.g. representative contact information, billing data, contract and quote management, commissions, disputes)	Yes	Data Controller — covered by this Privacy Statement

Category	Definition	Personal data	Astrère role
Platform Data	Data generated by the operation of the platform itself (e.g. eature usage metrics, technical logs, performance telemetry, aggregated analytics). Does not generally include personal data. Pseudonymisation or anonymisation applied if personal data is incidentally present	No	Data Controller — covered by this Privacy Statement
Website Data	Data collected in connection with visits to Astrère's institutional and marketing websites (astrere.com, astrere.eu, novaox1.eu, and their variants) by visitors who are not authenticated in the Service, including IP address, referral data, cookie and pixel-tracking identifiers, and pages viewed	Yes	Data Controller — covered by this Privacy Statement

4. How We Obtain Information

We collect Account Data, Platform Data and Website Data in the following ways:

4.1 Account Data — collected directly

- Contact information of Company representatives (name, professional email address, job title, phone number) — provided during discussions, contract execution/performance.
- Billing and financial information (company name, billing address, VAT number, bank account details or payment method where applicable) — provided during contract execution/performance.
- Contract and quote management data (contract and quote details, history, etc) — generated during contract execution/performance.
- Invoicing data (Sourcing Project or Opportunity references (as the case may be), invoice data, etc) — generated during contract execution/performance.
- Dispute and claim data (names and roles of representatives involved in disputes, correspondence, claim narratives) — generated/provided within the context of contractual disputes.

4.2 Platform Data — collected automatically

- Feature usage metrics (which platform features are used, frequency and duration of use, user interaction patterns) — collected automatically through platform instrumentation.
- Technical logs (server logs, error logs, performance logs, API call logs) — collected automatically for platform operation and security.
- Session and connectivity data (session duration, browser type, operating system, approximate geolocation at the city level) — collected automatically at login.
- Security and integrity data (IP addresses at login for account security purposes, anomaly detection signals) — collected automatically.

> Platform Data pseudonymisation: all Platform Data that may incidentally contain personal identifiers (e.g. user IDs in logs) is pseudonymised at collection or within the shortest technically feasible timeframe. Astrère does not use Platform Data to re-identify individuals. This architecture is designed to anticipate the requirements of the SecNumCloud framework (ANSSI) and II 910.

4.3 Website Data — collected automatically*

- IP address and referral data (the page that directed the visitor to our website) — collected automatically on every visit to Astrère's websites.
- Cookie identifiers and pixel-tracking identifiers — collected where the visitor has provided consent, in accordance with Section 12.
- Pages viewed and browsing patterns on Astrère's websites — collected automatically for website audience measurement, either through a measurement tool configured to be exempt from consent under the CNIL guidelines, or with the visitor's consent where it is not. Their use for marketing measurement (pixel tracking) always requires the visitor's prior consent, in accordance with Section 12.

* Subject to prior consent in some cases, as detailed in this Statement.

5. How We Use Information

5.1 Account Data — purposes of use

Purpose	Description	Legal basis
Account and contract management	Onboarding, account administration, contract execution and management (MSA, MPA, quotes, amendments)	Art. 6(1)(b) GDPR — performance of contract
Billing and invoicing	Processing billing information, generating and sending invoices, managing payment	Art. 6(1)(b) — performance of contract / Art. 6(1)(c) — legal obligation (accounting)
Commission management	Calculating, invoicing and tracking commissions on Sourcing Projects or Opportunities (as the case may be)	Art. 6(1)(b) — performance of contract
Company support	Responding to support requests, account queries, and service communications	Art. 6(1)(b) — performance of contract
Legal compliance and financial obligations	Compliance with applicable legal, tax, and accounting obligations (including French commercial law, AML/KYC requirements under Loi Sapin II)	Art. 6(1)(c) — legal obligation
Contract enforcement and dispute management	Enforcing contractual rights, managing disputes, defending or initiating legal claims	Art. 6(1)(f) — legitimate interests (legal defence and enforcement)
Commercial communications	Sending service updates, product announcements, and commercial information to Company representatives — with opt-out available	Art. 6(1)(f) — legitimate interests (business development) / Art. 6(1)(a) — consent where required

5.2 Platform Data — purposes of use

Purpose	Description	Legal basis
Service operation and maintenance	Ensuring the technical operation, availability, and performance of the Service	Art. 6(1)(b) — performance of contract / Art. 6(1)(f) — legitimate interests
Security and fraud prevention	Detecting and preventing unauthorised access, abuse, and security incidents	Art. 6(1)(f) — legitimate interests (platform security)
Service improvement and product development	Analysing aggregated and pseudonymised data to improve existing features and develop new ones	Art. 6(1)(f) — legitimate interests (service improvement)
Compliance and audit	Maintaining technical logs for regulatory compliance purposes (DORA, NIS2, SecNumCloud)	Art. 6(1)(c) — legal obligation / Art. 6(1)(f) — legitimate interests
Statistical purposes	Producing aggregated statistics from pseudonymised Platform Data	Art. 6(1)(f) — legitimate interests, with the safeguards of Art. 89(1) GDPR (pseudonymisation)

5.3 Website Data — purposes of use

Purpose	Description	Legal basis
Website operation and analytics	Ensuring the technical operation of Astrère's institutional websites and understanding aggregate visitor traffic	Art. 6(1)(f) — legitimate interests, where the measurement tool is configured to be exempt from consent under the CNIL guidelines; otherwise Art. 6(1)(a) — consent

Purpose	Description	Legal basis
Marketing measurement (pixel tracking)	Measuring the effectiveness of marketing campaigns and communications through pixel-tracking technologies	Art. 6(1)(a) — consent

6. Legal Basis for Processing

All processing of personal data covered by this Statement is conducted on one or more of the legal bases under the GDPR, including:

- Performance of a contract: processing necessary for the performance of the MSA, MPA, or any associated quotes or agreements — including account management, billing, and service delivery.
- Legal obligation: processing required by applicable law, including French commercial and accounting law, Loi Sapin II (AML/KYC), eIDAS, DORA, and NIS2.
- Legitimate interests: processing for purposes such as security, fraud prevention, dispute management, service improvement, and commercial communications — subject to a balancing test that takes into account the fundamental privacy rights of the individuals concerned. Astrère has conducted legitimate interest assessments (LIAs) for each processing activity carried out on this basis.
- Consent: where required by applicable law, for example for certain commercial communications or non-essential cookies.

7. How We Disclose Information

Astrère may disclose Account Data, Platform Data and Website Data to the following categories of recipients:

7.1 Sub-processors and service providers

Recipient	Purpose	Location
OVH SAS	Infrastructure hosting and storage	France / EU — no transfer outside EEA
XiTrust or Company -connected e-signature provider	E-signature services for contracts and quotes	EU (DPA)
Accounting and financial services providers	Billing, invoicing, and financial compliance processing	EU (DPA or standard contractual clauses where required)
Legal and professional advisors	Legal advice, dispute management, regulatory compliance	Bound by professional confidentiality obligations
Website audience measurement provider	Measurement of aggregate traffic on Astrère's websites	EU where the tool is hosted on Astrère's infrastructure; otherwise, see Section 8
Marketing and advertising platforms (pixel tracking)	Measurement of the effectiveness of Astrère's marketing campaigns — only with the visitor's prior consent	May be outside the EEA (USA) — see Section 8

7.2 Other disclosures

- To competent law enforcement bodies, regulatory authorities, courts, or other third parties: where required by applicable law, court order, or to protect the rights, property, or safety of Astrère, its buyers and/or suppliers, Authorised Users, or others.
- To a potential acquirer or investor: in connection with a proposed merger, acquisition, restructuring, or sale of all or part of Astrère's assets, in which case Account Data held by Astrère may be among the assets transferred — subject to appropriate confidentiality obligations.
- To the Company to which the Authorised User account belongs: where the Authorised User exercises rights or requests access to their own data.
- To any other person: at the Authorised User's direction or with their consent.

> Astrère does not sell, share for targeted advertising purposes, or otherwise commercialize Account Data or Platform Data to third parties. The Services are advertisement-free. Website Data collected through pixel-tracking technologies is shared with the relevant marketing platform only with the visitor's prior consent.

8. International Transfers

Astrère stores and processes Account Data and Platform Data exclusively within the European Economic Area (EEA), on infrastructure hosted by OVH SAS in the EU, except as expressly provided in this Statement and/or the DPA. This architecture is designed to ensure EU data sovereignty and to anticipate the requirements of the SecNumCloud qualification framework (ANSSI) and the II 910 interministerial instruction, which Astrère intends to pursue as the Service scales.

No Account Data or Platform Data is transferred to countries outside the EEA by Astrère or its infrastructure subprocessors, except as expressly provided in this Statement and/or the DPA. Where Astrère engages professional advisors or service providers established outside the EEA (for example, in connection with legal proceedings in non-EU jurisdictions), it implements appropriate safeguards, including Standard Contractual Clauses (SCCs) adopted by the European Commission under Article 46(2)(c) GDPR, where applicable.

Website Data is hosted on OVH infrastructure within the EU. Where a website audience measurement provider or a marketing platform used on Astrère's websites is established outside the EEA, any resulting transfer of Website Data is covered by an adequacy decision of the European Commission (including, for certified recipients in the United States, the EU-U.S. Data Privacy Framework) or by Standard Contractual Clauses under Article 46(2)(c) GDPR. Pixel-tracking technologies are activated only with the visitor's prior consent.

Astrère monitors developments in the UK adequacy decision (Article 45 GDPR) and will update its transfer mechanisms accordingly if the decision is revoked or amended.

9. Security

Astrère maintains appropriate technical and organisational measures designed to protect Account Data and Platform Data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure, and access. These measures include:

- Encryption in transit: TLS 1.2 or higher for all API and web traffic.
- Encryption at rest: AES-256 for all stored personal data.
- Access controls: role-based access control (RBAC) and multi-factor authentication (MFA) for all administrative accounts.
- Network segmentation and multi-tenant isolation.
- Immutable audit logging for all data access and modification events.
- Pseudonymisation of Platform Data and security logs.
- Security monitoring, anomaly detection, and incident response procedures.

10. Retention

Within the scope of this Statement, Astrère retains personal data only for as long as necessary for the purposes described in this Statement, taking into account applicable legal, tax, and accounting retention obligations. The following default retention periods apply, unless otherwise required by statute:

Data category	Default retention period	Basis
Representative contact information (name, email, job title)	Duration of the contract + 5 years after termination	Performance of contract / Legitimate interests (post-contractual obligations)
Billing and invoicing records	10 years from the invoice date	Legal obligation (French accounting law — Code de commerce Art. L.123-22)
Contract and quote documents	10 years from the end of the contractual relationship	Legal obligation / Legitimate interests (legal defence)
Commission and remuneration records	10 years from the commission event	Legal obligation (French commercial law, Loi Sapin II)
Dispute and claim records	10 years from the closure of the dispute	Legitimate interests (legal defence) / Legal obligation (limitation periods)
Security logs and IP addresses (Platform Data)	12 months	Legitimate interests (platform security)

Data category	Default retention period	Basis
Aggregated and anonymised Platform Data (usage analytics)	Indefinite	N/A — anonymised data is outside the scope of GDPR
Pseudonymised Platform Data (internal purposes)	5 years from deletion of original data	Legitimate interests (Service improvement and statistical purposes, Art. 89(1))
Cookie and pixel-tracking identifiers (Website Data)	13 months from collection, or until consent is withdrawn, whichever is earlier	Consent
IP address and referral data (Website Data)	12 months	Legitimate interests (website security and analytics)
Website audience measurement data (Website Data)	25 months from collection	Legitimate interests (CNIL-exempt audience measurement) / Consent
Validity of the visitor's cookie choice before the banner is shown again (Website Data)	6 months	CNIL recommendation on cookies (2020)

Personal data contained in backups is deleted through Astrère's standard backup rotation (typically occurring within thirty (30) days of its deletion from the production systems).

11. Your Privacy Rights

Where Astrère acts as data controller for Account Data, Platform Data and Website Data, Authorised Users and website visitors have the following rights under the GDPR. To exercise any of these rights, please contact privacy@astrere.com.

Right	Description	How to exercise
Access (Art. 15)	The right to obtain confirmation of whether Astrère processes your personal data and, if so, to access that data	Email privacy@astrere.com
Rectification (Art. 16)	The right to have inaccurate personal data corrected	Email privacy@astrere.com or update directly in the Service where available
Erasure (Art. 17)	The right to request deletion of your personal data, subject to applicable legal retention obligations	Email privacy@astrere.com — evaluated against legal retention requirements
Restriction (Art. 18)	The right to request restriction of processing in certain circumstances	Email privacy@astrere.com
Portability (Art. 20)	The right to receive your personal data in a structured, machine-readable format, where processing is based on consent or contract	Email privacy@astrere.com
Objection (Art. 21)	The right to object to processing based on legitimate interests, including for direct marketing purposes	Email privacy@astrere.com — direct marketing objections are always honoured; other objections are evaluated against compelling legitimate grounds
Withdraw consent (Art. 7(3))	The right to withdraw consent at any time where processing is based on consent, without affecting the lawfulness of processing before withdrawal	Email privacy@astrere.com or use the unsubscribe mechanism in commercial emails; for cookies and pixel tracking, the "Cookie settings" link available on every page of Astrère's websites
Complaint (Art. 77)	The right to lodge a complaint with a supervisory authority if you believe your data is being processed in breach of the GDPR	CNIL — www.cnil.fr — 3 Place de Fontenoy, TSA 80715, 75334 Paris Cedex 07

Astrère will aim to respond to requests within one month of receipt. This period may be extended where requests are complex or numerous, in which case Astrère will notify you of the extension without undue delay. To verify your identity, Astrère may request additional information before processing your request.

> Note on Company Data: If you are an Authorised User of the Service and wish to exercise your GDPR rights in relation to data processed on behalf of your employer or organization (Company), you should address your request to Company, which is the data controller for that data. Astrère will assist the Company in responding to your request in accordance with the DPA.

12. Cookies and Tracking Technologies

The Service and Astrère's websites use cookies and similar technologies to operate and/or improve them. The following categories of cookies may be used:

Category	Purpose	Basis
Strictly necessary	Session management, authentication, security — required for the Service to function	Necessary for service delivery — no consent required
Functional	User preferences, language settings, UI configuration	Legitimate interests / Consent
Analytics (pseudonymised)	Aggregated and pseudonymised usage analytics for service improvement and audience measurement of Astrère's websites — no third-party advertising analytics	Legitimate interests, where exempt from consent under the CNIL guidelines / Consent otherwise
Marketing / pixel tracking	Institutional website visit measurement and marketing campaign effectiveness, via pixel-tracking technologies	Consent — presented via the cookie/consent banner on Astrère's websites

Astrère's websites (other than the Service) use pixel-tracking technologies for marketing measurement purposes, subject to the visitor's prior consent as presented in the cookie/consent banner on those websites. Authorised Users can manage their cookie preferences through the cookie settings panel accessible from the user interface; website visitors can manage their preferences through the consent banner presented on Astrère's institutional websites.

On Astrère's websites, the cookie/consent banner allows visitors to see the names of the providers used, which are listed in the banner.

13. Changes to this Statement

Astrère strives to maintain this Statement updated and in line with technological advancements. The latest version is available on our website, and, if necessary, we will notify you of any significant changes through our usual communication channels.

14. Contact Information

For questions, comments, or requests relating to this Statement or Astrère's privacy practices, please contact:

Astrère Privacy contact	privacy@astrere.com
Lead supervisory authority	CNIL — www.cnil.fr — 3 Place de Fontenoy, TSA 80715, 75334 Paris Cedex 07