

Privacy policy

1. General part

Millenium State SA, a Luxembourg limited liability company incorporated under the laws of Luxembourg, having its registered office at 1 Rue Philippe II L-2340 Luxembourg, the Grand Duchy of Luxembourg (“**Millenium State**”), as a controller attributes great importance to the protection and respect of private life of the User (as defined in the General Terms and Conditions of Use of Millenium State, “**GTCU**”). The present privacy policy (“**Privacy Policy**”) is prepared to inform you on our practices regarding the collection, use and sharing of information that you are required to provide us through the Platform (as defined in GTCU of Millenium State accessible on the website <https://millenium-state.com> or by means of mobile applications of Millenium State.

Capitalized terms not defined in the present Privacy Policy shall have the meanings attributed to them in the GTCU.

This Privacy Policy (as well as [GTCU](#) and any document referenced therein) describes how Millenium State processes Personal Data (as this term is defined below) that is collected by Millenium State and that the User Provides to Millenium State. Millenium State invites the User to read this document carefully in order to be acquainted with and understand the Millenium State practices regarding the processing of Personal Data that Millenium State implements.

2. Information that Millenium State collects

Millenium State may collect and process the following data:

2.1. The information that the User directly transfers to Millenium State

By using the Platform, the User is obliged to transmit to Millenium State the information, some of which is likely to identify the User (“Personal Data”). This is in particular the case when the User fills in forms (such as the registration form), when the User participates in one of Millenium State games, contests, promotional offers or surveys, when the User contacts Millenium State, whether by phone, e-mail or any other means of communication, or when the User reports a problem to Millenium State.

This information contains the following data:

2.1.1. The details necessary to register for the Services that Millenium State provides on the Platform or to access any other service provided by Millenium State. These details include the surname and first name, e-mail address, date of birth, sex, telephone number and password of the User. This information is obligatory. Otherwise, Millenium State will not be able to provide the User with the Services offered on the Platform and the User will not be authorized to create an Account on the Platform;

2.1.2. a photograph;

2.1.3. the post address;

2.1.4. the information related with the User's searches;

2.1.5. a mini biography of the User;

2.1.6. a copy of all exchanges between the User and Millenium State;

2.1.7. a copy of all transactions carried out on the Platform;

2.1.8. The data on financial or accounting operations carried out on the Platform or by any other means, including in particular the information related with the User's credit card, the User's bank information, the information related with the Objects and Auctions, including the ones for which the User has posted an advertisement on the Platform;

2.1.9. The data on the visits to the Platform and on the contents accessed by the User;

2.1.10. As the case may be, the User's responses to the Millenium State surveys and questionnaires and the User's comments that the User leaves in order to asses a transaction with another Member of the Platform, where such information is likely to be used in the framework of User behaviour research and analysis;

2.1.11. The data that Millenium State may ask the User to provide when the User informs it about a Platform or Service issue, such as the User's request for assistance;

2.1.12. The data related to the User's location when the User has agreed that Millenium State would collect and process such data;

2.1.13. A copy of the User's passport, driving license, identity card or any other similar document that the User has agreed to provide to Millenium State.

2.2. The data that Millenium State collects automatically

2.2.1. In the event that the User connects to the Platform and the Services using the social networking features available to them, Millenium State will have access to some of the data (including first name, last name, photograph, e-mail address and quantity of Facebook friends of the User) from the User's account on said social network in accordance with the general conditions of use of the social network concerned. Millenium State may also collect some of the User's Personal Data when the User uses functions of such social networks, such as "Like" function.

2.2.2. During each visit of the User, Millenium State may collect in accordance with the applicable legislation and with the User's agreement, as the case may be, the information related with the devices which the User uses to access the Services of Millenium State or the networks from which the User accesses the Services such as in particular the User's IP addresses, the User's login data, the types and versions of

Internet browsers used by the User, versions of the User's browser plug-ins, the User's operating systems and platforms, the data concerning the User's browsing on the Platform, in particular the User's browsing on various URL pages of the Platform, the content which the User accesses or consults, the terms of search used, the errors of downloading, the duration of consultation on certain pages, the advertising identifier of the User's device, the interactions with the page, as well as any telephone number used to contact Millenium State. Among the technologies used to collect this information, Millenium State in particular uses cookies.

2.2.3. Millenium State also collects information about the use of the Platform by the User (such as the number of Advertisements published, the User's response rate to messages, the date of registration, the average number of comments received, etc.) that may be displayed on the User's public profile or Account.

2.3. Duration of preservation of the User's data

2.3.1. With exception of categories of Personal Data provided in articles 2.3.2. and 2.3.3. below, the Personal Data of the User are archived for the following periods:

- 5 years after the last use of the Platform by the User, if the User has not closed their Account;
- 1 year after the closure of the User's Account, except if the User has received a negative notice or alert, in which case the User's Personal Data are kept for 2 years following the last negative notice or alert received, if this period is longer.

2.3.2. The following categories of Personal Data may be kept for different periods:

- The financial data (for example, payments, compensations, etc.) are kept for the period required by the applicable tax and accounting laws;
- The content created by the User on the Platform (such as comments, notices and rating) are made anonymous after the deadlines mentioned in 2.3.1, but they remain visible on the Platform.

2.3.3. In the event that the User's Account has been suspended or blocked, Millenium State shall retain the User's Personal Data for a period of between 2 and 10 years counting from the date of suspension in order to avoid any circumvention on the part of the User of the rules valid on the Platform.

3. How Millenium State uses the Data that it collects?

Millenium State uses the data that it collects in order to:

3.1. execute the contracts concluded between the User and Millenium State and provide the User with the requested information and services;

3.2. send to the User the information about the Services (for example, the Granting of an Object following an Auction) by e-mail, SMS or any other means of communication;

- 3.3.** collect the payments from the User or transfer to them the amounts collected on their behalf;
- 3.4.** allow the User to personalize their profile on their Account or on the Platform;
- 3.5.** allow the User to communicate and share information with other members of the community, in particular with regard to the Services or the Auctions and/or the Advertisements;
- 3.6.** give access to the User and allow them to communicate with the Millenium State contact service;
- 3.7.** ensure the compliance with (i) the applicable legislation; (ii) the GTCU of Millenium State; (iii) the Privacy Policy of Millenium State; and (iv) the Charter of Good Conduct of Millenium State. In the event of default by the User, Millenium State may have to suspend the User's Account on the Platform;
- 3.8.** send to the User, in accordance with the applicable legal provisions and with their consent where it is required by law, marketing, advertising and promotional messages and information related with the use of Services of Millenium State, the Auction Terms and Conditions, or Suggest to the User and advise them on Objects or Services that may interest them. Millenium State may also use the Personal Data of the User to send them advertising messages that may interest them on social networks' platforms or sites of third parties. If the User wishes to obtain more information on this subject, Millenium State invites them to acquaint themselves with the contractual documents of the Platform;
- 3.9.** inform the User on modifications made to the Services;
- 3.10.** verify the information contained in the User's passport, driver's license, identity card or any other identity document of the User that Millenium State has collected during the User's registration or use of the Platform by the User;
- 3.11.** manage the Platform and perform internal technical operations in order to solve problems, analyse details, perform tests, research, analysis, studies and surveys;
- 3.12.** improve and optimize the Platform in particular to ensure that the content display of Millenium State is adapted to the User's device;
- 3.13.** allow the User to use the interactive functions of the Services if they wish to do so;
- 3.14.** assist Millenium State in preserving a safe and healthy environment on the Platform; and
- 3.15.** assess the effectiveness of advertising messages that Millenium State sends and adapt them to its Users and Members.

4. Who are the receivers of information collected by Millenium State and why Millenium State transfer this information to them?

4.1. In connection with the use of the Services, some of the information is transferred to other Users and/or Members by means of the Account or in the process of Auction, Granting of Object or Conclusion of Purchase Contract (e.g. Millenium State communicates data to the Buyer, the Seller or the Member concerned, as the case may be).

4.2. Millenium State may also share information about the User in particular the Personal Data with other entities of the Millenium State Group within the framework provided by the present Privacy Policy.

4.3. Millenium State also works in close collaboration with third-party companies that may have access to the User's Personal Data, in particular with:

- social networks' platforms that might propose to the User the functions that would allow them to integrate in their profile on their Account the information from their account to their platform;
- commercial partners of Millenium State that promote their services on the Platform of Millenium State and which the User might subscribe to. These services might in particular consist of insurance services, bank services, delivery services, etc.
- Millenium State commercial partners, on websites of which Millenium State might publish its Services;
- Millenium State subcontractors for technical services, IT services, payment services, verification of identity or providers of analytical solutions and collection companies, as well as credit agencies.

4.4. Millenium State only shares the User's Personal Data with third parties mentioned in 4.3. above in the following cases:

4.4.1. when Millenium State uses a service provider in connection with the performance of any contract concluded between the User and Millenium State or in order to provide or improve its Services (for example, in connection with payments made through the Platform of Millenium State);

4.4.2. in connection with the posting of the Advertisements, Auctions, Granting of the Object and the conclusion of the Purchase Agreement, in order to provide the services Millenium State is obliged to post on the Platform or to transfer to another Member certain Personal Data of the User, such as the first name, photograph, mobile phone number or e-mail address of the User;

4.4.3. Millenium State publishes the notices that the User prepares on the Platform following the Millenium State notice system. These notices are visible to all Members of the Platform.

4.4.4. when Millenium State uses providers of search engines and analytical solutions to improve and optimize the Platform;

4.4.5. when the User requests it explicitly (for example when the User uses the authentication methods provided by the social networks);

4.4.6. when Millenium State distributes certain parts of the Platform (including the routes that the User has posted) on the websites of its trading partners. In this case, certain information from the User's Account can also be displayed on these sites;

4.4.7. when Millenium State has a legal obligation to do so, or if Millenium State believes in good faith that this is necessary in order to (i) respond to any claim against Millenium State; (ii) comply with any legal demand; (iii) enforce any contract with its Members and/or Users, such as the GTCU and this Privacy Policy; (iv) in the event of an emergency affecting the public health or physical integrity of a person; (V) in the course of enquiries and investigations; or (vi) in order to guarantee the rights, protect property and security of Millenium State, its Members and/or Users and more generally any third party;

4.4.8. If Millenium State sells or acquires a business or assets, in which case Millenium State reserves the right to share the User's Personal Data with the potential seller or buyer of such business or assets.

4.4.9. If Millenium State, all or a part of its assets are acquired by a third party, the details in the possession of Millenium State, as the case may be, will be transferred to the new owner.

4.4.10. In accordance with the applicable law and with the consent of the User when required, Millenium State may aggregate data related with the User and the data that Millenium State receives or sends to its business partners, in particular all or a part of the Personal Data of the User and the information collected by means of cookies. This aggregated information will only be used for the purposes described above.

4.4.11. Millenium State draws the User's attention to the fact that if the User decides to allow Millenium State to access certain information of the User, in particular their Personal Data, via connection services provided by Millenium State trading partners, their privacy policies are also enforceable against the User. Millenium State has no control over the collection or processing of User's data carried out by Millenium State trading partners on their own platform.

5. How Millenium State uses and moderates the messages of Users?

5.1. Millenium State may review the messages that the User exchanges with other Members on the Platform, in particular for the purposes of fraud prevention, improvement of services, User assistance, verification of compliance by Members with contracts concluded with Millenium State and in particular the GTCU of Millenium State. For example, in order to prevent a member from circumventing the Online Auction system, Millenium State is allowed to browse and analyse the

messages exchanged on the Platforms in order to ensure that they do not contain any contact details or references to other websites.

5.2. Millenium State never takes notice of the User's communications with other Users and/or Members for promotional purposes or purposes of targeting advertising. Where possible, Millenium State uses automated systems to moderate messages shared between Members on the Platform.

6. Targeted advertising, e-mails, and SMS that Millenium State sends to users

In accordance with the applicable law and with the consent of the User when required, Millenium State may use the data provided by the User on the Platform for business development (for example (i) to send them Millenium State newsletters; (ii) to send them Millenium State invitations to Millenium State events or other communications that may interest them; and (iii) display targeted advertisements on social networks' platforms or third-party sites).

With regard to promotional e-mails: the User may at any time withdraw their consent by: (i) unchecking the relevant box in their Account; (ii) clicking on the unsubscribe link provided in Millenium State communications; or (iii) contacting Millenium State as described in the article below.

With regard to targeted advertising:

- On social networks' platforms (for example Facebook, Twitter): the User might oppose at any moment to this treatment by configuring parameters of their Account relative to the advertisement;

7. Are the data of the User transferred, how and where are they transferred?

Millenium State preserves the Personal Data of the User in the European Union. However, it is possible that data collected by Millenium State when the User uses the Platform or as a part of its Services are transferred to other countries, some of which may have less protective personal data protection legislation than the one in force in the country where the User resides.

In the event of such transfer, Millenium State will ensure that processing is carried out in accordance with the present Privacy Policy and is governed by the standard contractual clauses of the European Commission that allow to guarantee a sufficient level of protection of private life and fundamental rights of individuals.

Upon simple request, Millenium State may provide the User with a list of countries where Millenium State preserves the User's data and the ones where they occasionally transit.

8. What are the User's rights with regard to the Personal Data?

8.1. Where it is provided by applicable law, the User is entitled to obtain a copy of the Personal Data related with them that are in the possession of Millenium State. Before responding to the User's request, Millenium State may: (i) verify the User's identity; and (ii) request them to provide more information to Millenium State in order to respond to their request.

8.2. Millenium State will make an effort to comply with the User's request within a reasonable amount of time and in any event within the time limits set by law. If the User wishes to exercise this right, the User is invited to contact Millenium State in the order laid down in article 12 below.

As a Member of the Platform, the Member also has the possibility to access the Personal Data that Millenium State possesses by means of the Account in order to correct, modify or delete any incorrect information. The Member undertakes to provide Millenium State with complete, accurate, valid and up-to-date information. Millenium State may also close the Member's Account in accordance with the terms and conditions laid down in the GTCU.

The Member can also modify or delete this information by directly contacting Millenium State (see article 12 below).

The User acknowledges and agrees that Millenium State may retain certain information about them when it is required by law or when Millenium State has a legitimate reason to do so. For example, if Millenium State believes that the User has committed fraud or violated the GTCU, or if Millenium State wishes to prevent the User from violating the rules applied to the use of the Platform and Services.

8.3. The User also has the right to give instructions concerning the fate of their Personal Data after their death.

9. Confidentiality of the Member's password

The Member is responsible for the confidentiality of the password used to access their Account on the Platform in accordance with the GTCU.

The Member agrees to keep this password secret and not to communicate it to anyone in accordance with the GTCU.

10. Links to other websites and social networks

The Platform may occasionally contain links to the websites of Millenium State partners or third-party companies. The User acknowledges that these websites have their own privacy policy and that Millenium State does not assume any responsibility for the use by these sites of information collected when the User clicks on these links.

The User is invited to acquaint themselves with the privacy policies of these sites before transmitting their Personal Data.

11. Modification of the Privacy Policy of Millenium State

Millenium State may have to change the present Privacy Policy. When it will be necessary, Millenium State will inform the User about it and/or will ask for their agreement. It is advised to consult this page regularly in order to see the possible modifications or updates to the Privacy Policy of Millenium State.

12. Contact

For any questions regarding the present Privacy Policy or regarding any request related with their Personal Data, the User and/or the Member may contact Millenium State online by completing [this form](#) or by sending a letter to Millenium State mail address mentioned at the beginning of this document.