

Privacy Policy

(LAST UPDATED: 03 April 2016)

1. General statement

Sébastien Callebaut on behalf of the company to be incorporated (“société en formation”) Sharepaths, and with email address info@sharepaths.com (hereafter referred to as “Sharepaths”), is committed to protecting the privacy of the individuals we encounter in conducting our business.

“Personal Data” is any information that identifies and relates to you. Personal Data includes, but is not limited to your contact details, such as your name, home address, your telephone number and email address, your bank account information, as well as your IP-address.

This Privacy Policy describes how we process Personal Data that we collect both through this website (the “Website”) and through other means (for example, from communications with you).

By accessing and using the Website or by otherwise providing Personal Data to us, you agree to the terms of this privacy statement and the processing and transfer of Personal Data in accordance with this privacy statement.

2. Personal Data that we collect

Personal Data collected may include:

General identification and contact information

Your name and surname; your address; your e-mail and telephone number; your gender; your date of birth; your login and password; your activity records;

Financial information and account details

Payment card number; bank account number and account details.

Information submitted enabling us to provide products and services

All information contained in the travel description submitted to us; your IP-address and your activity on the Website.

We do not process any sensitive data, unless such data would be provided voluntarily to us by you.

Cookies

We’ve enabled the Google Analytics Advertising Features which enables Google Analytics to collect data about our traffic via Google advertising cookies and anonymous identifiers, in addition to data collected through a standard Google Analytics implementation.

Google Analytics Advertising Features allow us to enable features in Analytics that aren’t available through standard implementations. Advertising features include:

- Remarketing with Google Analytics
- Google Display Network Impression Reporting
- Google Analytics Demographics and Interest Reporting

- Integrated services that require Google Analytics to collect data via advertising cookies and anonymous identifiers

You can opt-out for the Google Analytics Advertising Features here: <https://tools.google.com/dlpage/gaoptout/>

We've enabled the "Pixel de conversion" from Facebook.
For more information about this, please visit the Facebook website.

3. Purposes of the data collection and processing

We use your Personal Data in order to provide and enhance the services offered on the Website.

We may use your Personal Data to:

- Communicate with you as part of the activities of the Website.
- Administer your account and make payments to you.
- Obtain information about the surf behavior of the user of the Website, in order to improve the working of it.
- Check whether a user of the Website books a travel from a partner website.
- Provide tips or guidance on how to use the Website, inform you of new features on the Website, or provide other information that may be of interest to users;
- Personalize the service we provide to you, tailor your experience of the Website to suit your interests.
- Send you important information regarding changes to our policies, terms and conditions, the Website and other administrative information.
- Send you emails, e-newsletters, or other communications about our services, if you have agreed to receive such communications.
- Manage the Website, diagnose and solve problems in relation with the Website, improve the Website and make your viewing of the Website as efficient as possible; prevent, detect and investigate problems with the Website and the use of it.
- Carry out market research and analysis, including satisfaction surveys.
- Manage our infrastructure and business operations, and comply with internal policies and procedures, including those relating to auditing; finance and accounting; billing and collections; IT systems; data and website hosting; business continuity; and records, document and print management.
- Resolve complaints, and handle requests for data access or correction.
- Comply with applicable laws and regulatory obligations (including laws outside your country of residence); comply with legal process and respond to requests from public and governmental authorities.
- Establish and defend our legal rights.
- Investigate, detect and protect Sharepaths and other third parties against error, negligence, breach of contract, fraud, theft and other illegal activities.

4. Transfers and sharing of Personal Data

Sahrepaths does not share your Personal Data with third parties except as described below. Sharepaths does not sell your Personal Information to third parties for their promotional purposes.

Sharepaths may make your Personal Data available to third parties, as follows:

- Sharepaths' subcontractors in charge of the processing of Personal Data on behalf of Sharepaths (data processors).
- banks and financial institutions involved in the payment processes of contributors to the Website;
- External third-party service providers, such as IT systems, support and hosting service providers; third-party vendors and service providers that assist us in carrying out business activities.
- Governmental authorities and other public authorities when Sharepaths is requested so by such authorities and Sharepaths believes it to be necessary: (a) to comply with any law applicable to Sharepaths; (b) to enforce our terms and conditions; (c) to protect our operations; (d) to protect our rights or yours.

Personal Data may also be shared by you in your travel descriptions posted on the Website, on message boards, chats, and other similar services available on the Website. The Personal Information you post or disclose through these services will become available to us and will be available to the other users of the Website. Before posting information on the Website, you should carefully think whether you are fine with such information made public on the Website.

Please consider that your travel description posted on the Website will remain visible up to three years after the date it has been made available on the Website.

5. Links

For your convenience, Sharepaths provides links to other websites. When you click on one of these links, you will leave the Website and you will enter another website. Sharepaths is not responsible for such third party websites and the content of such websites. You should carefully review the terms and conditions and the privacy policy of such other websites.

6. Social Plug-Ins

The Website includes social plug-ins, such as the Facebook button, and gives you the option to post information about your activities on our Website to your social media accounts.

Please note that these websites may collect your IP address, which page you are visiting on our Website, and may set cookies to enable the feature to function properly or to other ends. Your interactions with these features are governed by the privacy policy of the company providing them.

7. Security

Sharepaths uses physical, administrative and technical safeguards to help protect the confidentiality and integrity of Personal Data Data (that is not made public through the publication of your travel descriptions that you have chosen to be published), and to reduce the risk of loss, misuse, unauthorized access, disclosure, changes and deletion of such data. These safeguards are compliant with the privacy and data security laws applicable to Sharepaths.

Please however consider that any information transmitted electronically via the internet might not be secure and Sharepaths is not liable for interception of data exchanged through the internet by a third party.

In communicating with you, we may send email as unencrypted plain text. This is done for your convenience.

If you believe that your interaction with us is no longer secure (for example, if you feel that the confidentiality of your login or password has been compromised), please immediately contact us.

8. Retention of Personal Data

Sharepaths will retain Personal Data for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law.

Information published in travel description remains visible up to three years after the date it has been made available on the Website.

9. Personal Data of other individuals

If you provide Personal Data to Sharepaths regarding other individuals, you agree: (a) to inform them about the content of this Privacy Policy; and (b) to obtain any consent required by law for the collection and the processing of his/her Personal Data contemplated under this Privacy Policy.

10. Access to Personal Data and correction

You have the right to access and correct your Personal Data.

If you want to access such data, send us an email at info@sharepaths.com.

11. Changes to This Privacy Policy

Sharepaths reviews this Privacy Policy regularly and reserves the right to make changes at any time to take account of changes in its business and in legal requirements.

We will post an appropriate notice of changes to our Privacy Policy on our Website. Privacy Policy changes will apply to the information collected from the date we post the revised Privacy Policy to our Website.

You should review this Privacy Policy on regular basis and take into considerations the changes made to the Privacy Policy.

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Disclaimer and terms of use

(LAST UPDATED: 03 April 2016)

1. Company information

The website www.sharepaths.com (hereafter the “Website”) is operated by Sébastien Callebaut on behalf of the company to be incorporated (“société en formation”) Sharepaths (hereafter the “Company” or “We”)

2. Use of the Website

By visiting the Website, you agree with these terms. Your visit of the Website is also subject to the acceptance of the privacy policy (available on the sitemap of the website via the link: “Privacy”).

3. Authorized use of the Website

The use of the Website is reserved to physical persons acting as consumers, i.e. not for professional purposes. The use of the Website is therefore not allowed to professionals such as travel agencies, airlines, etc. unless they have received the prior authorization of Sharepaths.

It is not allowed to:

- use the Website for any activity that would breach any law or infringe any third party's rights. You will hold us free of, and indemnify us from and against, all claims, suits, liabilities, expenses arising out of or in any way connected to use of the Website by you (or any other person using your identification).
- refer to the Website or to Sharepaths in a way that could let third parties think that Sharepaths has endorsed you or a third party.
- use the Website in any way that, in our reasonable judgment, adversely affects the performance or function of the Website or Sharepaths IT system.

4. Trademarks, copyrights and other Intellectual Property Rights.

The name Sharepaths and the logo Sharepaths (as displayed, among others, on the top of the webpages of the Website) are registered trademarks and are protected trade names. All other names and logos used on the Website that are trademarked, are trademarks of their respective owners.

The content and material displayed or used on the Website is copyright protected. The copyrights, neighbouring rights and any other intellectual property rights (including database rights) in any content or material displayed on the Website, or used in the Website, including html code, text, description of travels, photographs or other images and videos, are either owned by us or have been licensed by the owner for use on the Website.

Any use, including any reproduction and any transmission or communication to third parties, of such content or material, is subject to (i) our written consent, or (ii) the written consent of the owner of the (copy-)rights to that content or material, as the case may be.

It is strictly prohibited to take over travel descriptions posted on the Website, or parts of it, for commercial or professional purposes without the prior written authorization of Sharepaths.

Among others, it is prohibited to use robots, spiders, and other automatic devices or software, or any manual process to monitor or replicate the content of the Website.

It is not allowed to modify, license or create derivative works from any content or material displayed or used on the Website. If, by exception, the use of some material or content is permitted, the copyright notice, including the name of the author, related to the material should always accompany the material or content used.

The use of the Facebook® name and icons is subject to authorization by Facebook, Inc.
The use of the Twitter® name and icons is subject to authorisation by Twitter, Inc.

5. *References and hyperlinks to other Websites*

Any reference in the content of the Website to any other website, to products, services, trade names, trademarks, or other information of a third parties, does not imply or constitute an endorsement, sponsorship or recommendation by us of such website, product, service, trade name, trademark or any information, neither an endorsement, sponsorship or recommendation of us by that website or the owner of the product, service, trade name, trademark referred to.

Hyperlinks to other websites which are not operated by us are solely for your convenience. We are not liable for the content of such websites, neither for the services or products offered by such Websites. Our inclusion of hyperlinks to these websites does not imply any endorsement by us of such websites, neither an endorsement of our Website by the operator of that other website or any association whatsoever with them.

6. *Accuracy of information on the Website and liability*

The information on the Website is made available in good faith and updated regularly.

Any information contained in the Website may be changed, updated or deleted without prior notice.

Travel descriptions (including all pictures in relation with the travel descriptions) are posted by users of the Website: Sharepaths cannot and has not checked the accuracy of the information contained in these descriptions.

The information contained in these descriptions may turn out to be incorrect or not be up to date anymore. Sharepaths does not make any representation about the suitability of such information, for any purpose whatsoever. The users of the Website should not solely rely on the information contained in the travel descriptions when organizing their travels.

Sharepaths shall not be liable for comments made by contributors to the Website and is only the hoster of such comments.

Sharepaths cannot be held liable for any damage caused by the fact that information contained in the travel descriptions would be incorrect and disclaim, to the maximum extent permitted by law, all liabilities in connection with such information. The user assumes all responsibility and risks for use of information contained on the Website.

In any event, Sharepaths shall not be liable for any damage which is not directly suffered by an actual user of the Website, neither for any loss of profits or savings, neither for any other damage than physical injuries (for example moral or immaterial damage, loss of goodwill or reputation), arising out of or in any way connected with the use of any information contained in the Website.

7. *Availability of the Website and absence of viruses*

Sharepaths does not warrant that the Website will always be accessible to users, without interruption.

Although Sharepaths undertakes reasonable efforts to ensure the security of the Website, Sharepaths does not guarantee that the use of the Website will be virus-free.

8. *Changes to terms and conditions*

Sharepaths may amend these terms and conditions at any time without prior notice. In that case, the amended terms will be effective when posted on the Website.

9. *Applicable law and competent courts*

These terms of use are subject to Belgian law, unless provisions of mandatory law would make another law applicable or reserve the application of specific provision of another law.

Any dispute in relation with the use of the Website will be brought exclusively before the courts of the place where Sharepaths is established, unless provisions of mandatory law applicable to such dispute would provide for another competent court.

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