



PRIVACY POLICY AS PER ARTICLES 13 AND 14 OF REGULATION (EU) 2016/679 (GDPR)

ATTENTION: this page relates to the use of WeSchool in private or corporate form. Please download [here](#) the "Terms and Conditions and Privacy Policy" for Schools and contact us at iscrizioni@weschool.com to execute the agreement.

The Data Protection Officer of WeSchool is Studio E-Lex, with registered office in Rome, 00186, Via Dei Barbieri, 6, VAT no. 11514241006. For contacts: rpd@weschool.com.

(V11 – 21 January 2021)

Layer 1	Layer 2 (+ info)
<p>1. Definitions Adult Learners, Company, Cookies, Didactic Communication, GDPR, General Terms and Conditions, Groups, Learners, Non-School Groups, Parent, Personal Data, Platform, Policy, Processing, Profiling, School, School Groups, Service Agreement, Services, Teachers, User, Young Learners, WeSchool.</p>	<p>1.1 Adult Learners: Learners who are at least 18 years old.</p> <p>1.2 Company: company or other form of for-profit or non-profit organisation or association that organises and manages – through the Teachers appointed by the Company – training courses for its employees or staff as Learners.</p> <p>1.3 Cookies: Cookies are text files (letters and/or numbers) that contain information that is stored on a User’s computer or mobile device each time the User visits a website through a browser or web app. Upon subsequent visits, the browser sends cookies to the website that generated them. Cookies are stored either for a limited period of time for a specific site (i.e. session cookies), or for a longer period of time regardless of browsing time (i.e. persistent cookies).</p> <p>1.4 Didactic Communication: communications relating to the availability of teaching materials, initiatives or services on the Platform, without any commercial purpose, based on the School and the school cycle.</p> <p>1.5 GDPR: Regulation (EU) 2016/679 of 27 April 2016.</p> <p>1.6 General Terms and Conditions: general terms and conditions of the Services offered by WeSchool, accepted by each User.</p> <p>1.7 Groups: School Groups and Non-School Groups created by Teachers and having individual ‘class codes’ within which to share teaching and training material with the Learners.</p> <p>1.8 Learners: individuals who use the Services to attend Teachers’ educational or training courses as part of private groups.</p> <p>1.9 Non-School Groups: Groups with class codes that identify them as ‘non-school groups’ on the Platform, if, by way of example: (i) the Teacher decides not to create a School Group; (ii) the Teacher is associated with a Company (regardless of the existence or otherwise of a Service Agreement with an associated Company); or (iii) the Learner attempts to register as a Teacher.</p> <p>1.10 Parent: parent and/or guardian who has parental responsibility for a Young Learner who wishes to use the Services.</p>

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- 1.11 Personal Data:** any information that directly or indirectly concerns an identified or identifiable natural person such as the person's name, identification number, location data, online identifiers, or factors of the person's physical, physiological, genetic, psychic, economic, cultural or social identity.
- 1.12 Platform:** distance-learning platform accessible through the website app.weschool.com and/or the WeSchool app and where the Services are provided.
- 1.13 Privacy Policy:** the information contained in this document concerning the processing of Personal Data and information on Cookies. This Privacy Policy does not concern the Processing of Personal Data through third-party sites, pages or online services of third parties that are accessible to Users through links on the Platform. The Privacy Policy is available and easily accessible from WeSchool website (<https://www.weschool.com/>) or from each User's profile page.
- 1.14 Processing:** any operation or set of operations concerning Personal Data, including, by way of example, the collection, organisation, structuring, storage, modification, extraction, consultation, use, circulation, interconnection, limitation, erasure and destruction of the Personal Data.
- 1.15 Profiling:** automated analysis of Personal Data for evaluation and predictive purposes.
- 1.16 School:** educational institution of any level where Teachers work and that is attended by Learners (i.e. students/pupils of a School).
- 1.17 School Groups:** groups with class codes that identify them as 'school groups' on the Platform, regardless of the existence or otherwise of a Service Agreement with a School associated with the Users participating in the Group.
- 1.18 Service Agreement:** agreement governing the supply of the Services and entered into by WeSchool and the School or Company of the Users and that envisages the appointment of WeSchool as the data processor in the Processing of the Personal Data related to the Services, as per Article 28 of the GDPR, by the School or the Company.
- 1.19 Services:** services supplied through the Platform, which provides various forms of interaction among Users and the receipt of Didactic Communication. The Services consist in the possibility for the Teacher to create Groups and create and deliver interactive and engaging learning programmes, as well as set up and manage virtual classrooms for live lessons and chats.
- 1.20 Teachers:** teachers who use the Services for educational or training courses for their Learners as part of private groups.
- 1.21 Users:** all individuals who use the Platform, including Teachers, Learners and Parents.
- 1.22 Young Learners:** Learners who are under the age of 18 and who use the Services following authorisation by a Parent.
- 1.23 WeSchool:** WeSchool S.r.l., with registered office at Via Guido Reni 42, 20133, Milan; tax code/VAT no. 07236760968; Milan Companies Register no. M-1946066.

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<p>2. Data Controller</p> <p>a) Processing strictly connected and functional to the Services: i) where there is no Service Agreement, WeSchool, or ii) where there is a Service Agreement, the School or Company of reference for Users;</p> <p>b) Processing not strictly connected and functional to the Services: WeSchool.</p>	<p>a) Processing of Personal Data strictly connected and functional to the provision of the Services as per point 4 b), c), d) and e) of this Privacy Policy:</p> <p>i) where there is no Service Agreement: WeSchool (as defined under point 1.22 of this Privacy Policy) is the data controller;</p> <p>ii) where there is a Service Agreement: the School or the Company of reference for each User is the data controller, based on its privacy policy (WeSchool suggests consulting such privacy policy before using the Services), and WeSchool is the data processor, as per Article 28 of the GDPR, on behalf of the School or Company that is the data controller.</p> <p>b) Processing of Personal Data not strictly connected to the provision of the Services as per point 4 a), f), g), h) and i) of this Privacy Policy: WeSchool (as defined in point 1.22 of this Notice) is the data controller.</p> <p>Any requests by the Users concerning the Processing carried out by WeSchool as the data controller (including if Users wish to exercise their rights as per points 10 and 11 below) shall be addressed to WeSchool: via mail sent to WeSchool's registered office: WeSchool S.r.l., Via Guido Reni 42, 20133, Milan; via e-mail: support@weschool.com.</p>
<p>3. Data Protection Officer (DPO)</p> <p>Studio E-Lex rpd@weschool.com</p>	<p>Studio E-Lex, with registered office in Rome, 00186, Via Dei Barbieri, 6, VAT no. 11514241006 For contacts: rpd@weschool.com.</p>
<p>4. Purposes and legal basis of Processing</p> <p>a) browse the Platform: consent;</p> <p>b) for Non-School Groups, verify whether Learners are 18 or older: legal obligation;</p>	<p>WeSchool collects and uses Users' Personal Data for the following purposes:</p> <p>a) Allow Users to browse the Platform, essentially through the use of Cookies. Such Processing of Personal Data for the purposes under letter a) is governed by the <u>Cookie Policy</u> that WeSchool recommends consulting.</p> <p>b) In case of registration to a Non-school Group, verify that Learners are 18 or older, in order to allow Young Learners to register on the Platform and use the Services following the prior and specific authorisation of a Parent. <u>The Processing of Personal Data for the purposes under this letter b) is necessary</u> to allow Young Learners to access the Non-School Groups available on the Platform and to register and use the Services. Young Learners who specify that they are under 18 must first have the prior specific and explicit authorisation of a Parent before accessing Non-School Groups. This Processing is</p>

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<p>c) registration with Groups on the Platform: acceptance of General Terms and Conditions;</p> <p>d) use of Services: acceptance of the General Terms and Conditions;</p> <p>e) investigations into unlawful or fraudulent use of the Platform: acceptance of the General Terms and Conditions and, in cases of involvement of authorities, legal obligation;</p> <p>f) commercial and promotional communications sent by WeSchool: legitimate interest;</p> <p>g) Profiling: consent;</p> <p>h) commercial and promotional communications sent on behalf of third parties: consent;</p>	<p>based on WeSchool's legal obligation to verify the age and capacity of Users who wish to use the Platform. The General Terms and Conditions and this Privacy Policy must be accepted by a Parent on behalf of Young Learners.</p> <p>c) Allow Users to register with a Group on the Platform and create a personal account. In case of Young Learner, a Parent must complete the registration on the Platform and create a personal account on behalf of the Young Learner. <u>The Processing of Personal Data for the purposes under this letter c) is necessary</u> for the User to use the Platform and, subsequently, the Services, and any refusal will prevent the User from being able to use the Services as per the General Terms and Conditions. This Processing is based on the acceptance of the General Terms and Conditions by Teachers, Adult Learners, and a Parent in the Parent's and the Young Learner's name and on their behalf (if the Young Learner wishes to access Non-School Groups, following Processing as per letter b), and on the related pre-contractual measures proposed by WeSchool.</p> <p>d) Provide the Services to Users, including managing the administrative and accounting relationships arising from the acceptance of the General Terms and Conditions and the sending of notices that are strictly connected to the Services and are either of a technical nature (e.g. notifications of a technical nature of uploads of documents or videos on the Platform or advice on use of the Platform and on the availability of content on the Platform of a technical nature) and/or of an administrative nature (e.g. updates of this Privacy Policy) and/or Didactic Communication. <u>The Processing of Personal Data for the purposes under this letter d) is necessary</u> for Users to use the Platform and the Services, and any refusal will prevent the User from using the Services as per the General Terms and Conditions. This Processing is based on the acceptance of the General Terms and Conditions by Teachers, Adult Learners, or a Parent in the Parent's and the Young Learner's name and on their behalf, and on the related pre-contractual measures proposed by WeSchool.</p> <p>e) Conduct investigations concerning unlawful or fraudulent use of the Platform by Users, including the uploading and accessing of unlawful or fraudulent content (e.g. content of a violent, pornographic, obscene or discriminatory nature), or detrimental to the rights (including image or intellectual property rights) and the interests of third parties (including other Users), or in any case not suitable for the training and education of Learners. <u>The Processing of Personal Data for the purposes under this letter e) is necessary</u> to safeguard the proper use of the Platform in the interest of all Users, should wilful or negligent events or actions by a User take place. This Processing is based on the acceptance of the General Terms and Conditions by Teachers, Adult Learners, or a Parent in the Parent's and the Young Learner's name and on their behalf, and on the related pre-contractual measures proposed by WeSchool and, where the involvement of third-party authorities is necessary or appropriate, on WeSchool's legal obligation to collaborate with the competent authorities in performing investigations concerning the unlawful or fraudulent use of the Platform.</p>
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<p>i) improvement of Services and of the Platform: legitimate interest.</p>	<p>f) Carry out direct marketing activities concerning the Services, services, products and initiatives similar to the Services and the Platform, through statistical analysis and market research, sending information and advertising material, reports and invitations to promotional initiatives. <u>The Processing of Personal Data for the purposes under this letter f) is optional</u>, and any refusal by the User will prevent the User from taking advantage of direct marketing activities by WeSchool relating to the Services and services, products and initiatives similar to the Services and the Platform. Such Processing is based on WeSchool's legitimate interest consisting of the benefit that WeSchool may obtain from sending commercial communications concerning the Services (including advice on use of the Platform and the availability of content on the Platform of a commercial nature) or services, products and initiatives similar to the Services and the Platform, involving Users in WeSchool's course of growth and development. WeSchool considers its legitimate interest as prevailing over Users' right to privacy. Teachers, Adult Learners, or Parents (in the Parents' and the Young Learners' name and behalf) <u>are entitled to object to this Processing</u> at any time and <u>for any reason</u> by following the instructions under points 10 f) and 11 of this Privacy Policy.</p> <p>g) Carry out Profiling, following optional consent, as per point 9 below. <u>The Processing of Personal Data for the purposes under this letter g) is optional</u> and any refusal by the User will prevent the User from benefitting from Profiling concerning the preferences expressed by the User on the Platform to customise the Services (e.g. through receipt of personalised Didactic Communication) and concerning marketing activities by WeSchool (as per point f) above) and by third parties (as per point h) below). This Processing is based on the freely-given, specific, informed and unambiguous consent of a Teacher, Adult Learner and/or a Parent (in the Parent's and a Young Learner's name and on their behalf), that is explicitly given (e.g. by flagging a box) on the Platform. Teachers, Adult Learners or Parents are entitled to <u>withdraw their consent</u> at any time by following the instructions under point 10 a) of this Privacy Policy.</p> <p>h) Carry out, following optional consent, marketing activities on behalf of third parties concerning digital products and services that are beneficial to Learners – including courses, electronic devices for schools, and connectivity services – through statistical analysis and market research, by sending information and advertising material (including through pop-up advertising on the Platform), and through notifications and invitations to promotional initiatives of such third parties. <u>The Processing of Personal Data for the purposes under this letter h) is optional</u> and any refusal by the User will prevent the User from benefitting from marketing concerning third parties that operate in sectors of interest to Learners. This Processing is based on the freely-given, specific, informed and unambiguous consent of a Teacher, Adult Learner and/or a Parent (in the Parent's and a Young Learner's name and on their behalf), that is explicitly given (e.g. by flagging a box) on the Platform. Teachers, Adult Learners or Parents are entitled to <u>withdraw their consent</u> at any time by following the instructions under point 10 a) of this Privacy Policy.</p>
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	<p>i) Perform statistical analysis, market research, improve the Services and the Platform for Users. Where possible, to achieve this purpose, WeSchool will use anonymous data (data that does not identify or make Users identifiable and therefore does not constitute Personal Data). <u>The Processing of Personal Data under letter i)</u> is <u>optional</u> and any refusal by the User will prevent the User from using the Services that most fit their preferences, but it will not affect Users' use of the Services. This Processing is based on WeSchool's legitimate interest consisting of the benefit that WeSchool may obtain in offering Services that most fit the preferences expressed by Users while browsing the Platform and using the Services. WeSchool considers its legitimate interest as prevailing over Users' right to privacy. Teachers, Adult Learners, or Parents (in the Parents' and the Young Learners' name and behalf) <u>are entitled to object to this Processing</u> at any time <u>for any reason</u> by following the instructions under point 10 f) of this Privacy Policy.</p>
<p>5. Personal Data modalities of collection</p> <p>a) Personal Data provided by Users on the Platform;</p> <p>b) Personal Data provided by third parties authorised by, or connected to, the Users;</p> <p>c) Personal Data expressly provided to WeSchool by Users;</p> <p>d) Personal Data automatically collected by the Platform (through Cookies).</p>	<p>WeSchool collects Personal Data in the follow modalities:</p> <p>a) Personal Data provided on the Platform by the Users: these Personal Data are provided, for example, to browse, register and access the Services offered by WeSchool.</p> <p>b) Personal Data provided to WeSchool by third parties authorised by Users or in any case connected to the Users: these Personal Data are provided to WeSchool by other Users, for example, by Teachers to create and manage Groups of Learners, or by Schools or Companies before the Users accept the General Terms and Conditions, or by the providers of Schools' digital registers, throughout the period of validity of the General Terms and Conditions.</p> <p>c) Personal Data expressly provided to WeSchool by Users 'offline' ('in person'): these Personal Data are provided, for example, to WeSchool's customers service (if requests are made) or collected at WeSchool events and/or initiatives.</p> <p>d) Personal Data automatically collected by the Platform: these Personal Data are automatically collected by the Platform, for example User agent data or IP addresses, including through Cookies (for additional information, WeSchool recommends consulting the Cookie Policy below).</p>
<p>6. Categories of recipients of Personal Data</p> <p>Employees, staff, other Users, School or Company of reference for Users, third-party providers of</p>	<p>Personal Data are processed by WeSchool and/or by third parties, selected based on their reliability and expertise, to which the Personal Data could be provided as necessary or appropriate, as long as they operate within Italy or the European Economic Area (which the European Union is part of). Users' Personal Data could be processed by, and/or provided to:</p> <p>a) employees and/or staff of WeSchool;</p> <p>b) other Users who are part of the same Group as the User to whom the Personal Data refers;</p>

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<p>IT services, competent authorities, commercial and technical third parties.</p>	<ul style="list-style-type: none"> c) Schools or Companies of reference for Users; d) third-party providers of services necessary for the proper functioning of the Platform (e.g. companies that offer web hosting services); e) third-party providers of services necessary to use the Services (e.g. services related to the Services); f) third parties that provide browsing data analysis concerning the Platform; g) competent authorities, for the purposes of performing investigations regarding unlawful or fraudulent use of the Platform; h) third parties, subject to the optional consent of the User (or the Parent for a Young Learner), that provide automated newsletter services and/or commercial communications, and services involving marketing, promotion and Profiling; i) third parties, with the prior consent of the User (or the Parent for a Young Learner), that send commercial and promotional communications concerning their products and services, also through Profiling, and/or that conduct statistical analyses or market research concerning Users.
<p>7. Transfer of Personal Data outside of the EEA (including the EU) Yes.</p>	<p>Personal Data collected by WeSchool for the purposes under point 4 of this Privacy Policy will be transferred by WeSchool, in accordance with Articles 44 ff. of the GDPR, using appropriate safeguards to ensure the protection of the Personal Data, to:</p> <ul style="list-style-type: none"> a) [only for sending push notification to the App] Google Inc., with registered office at 1600 Amphitheater Parkway Mountain View, CA, United States, 94043, on account of the company's being part of the EU-US Privacy Shield List (waiting for clarification by the competent authorities); b) [only for sending push notification to the App] Apple Inc., with registered office at 1 Apple Park Way Cupertino, California, United States, on account of the company's being part of the EU-US Privacy Shield List (waiting for clarification by the competent authorities); c) [for real time content sharing on the Platform] Pusher Ltd., with registered office at 160 Old Street, London, EC1V 9BW, United Kingdom, as the United Kingdom withdrew from the European Union; d) [for sending newsletter] Three Hearts Digital Ltd. (Email Octopus), with registered office at Keltan House, 115 Mare Street, London, E8 4RU, United Kingdom, as the United Kingdom withdrew from the European Union. <p>Additional information regarding these appropriate safeguards can be obtained from WeSchool.</p>
<p>8. Period of storage of the Personal Data (or criteria</p>	<p>WeSchool will keep Personal Data for the period of time strictly necessary to achieve the purposes for which the Personal Data were collected, as per point 4 above. Without prejudice to User's exercise of their right to withdraw their consent as per point 10 a) below or their right to object as per point 10 f) below, WeSchool will keep Personal Data as follows:</p>

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<p>for determining such period)</p> <p>a) Cookies: see the Cookie policy;</p> <p>b) Personal Data to verify age of 18 or above for Non-School Groups: 3 weeks from registration request;</p> <p>c) Personal Data to use the Services: (i) if WeSchool is the data controller, for the duration of the General Terms and Conditions and for no longer than 6 months after the expiry of the General Terms and Conditions; (ii) if the School or Company is the data controller, for the period of time indicated by the School or by the Company;</p> <p>d) Personal Data for commercial purposes: for 12 months from the last interaction with the User (in case of Profiling) or 24</p>	<p>a) Cookies: for the purposes as per point 4 a), see the Cookie Policy as per point 12 below;</p> <p>b) Personal Data to verify whether Users are 18 or older for Non-School Groups: for the purposes under point 4 letter b), if a Parent does not grant authorisation within 3 (three) weeks from the Young Learner's registration request, the Young Learner's Personal Data will be erased by WeSchool. If the Parent provides authorisation within the above term, letter c) below will apply;</p> <p>c) Personal Data for the use of the Services: for the purposes under point 4 letters c), d) and e):(i) if WeSchool is the data controller as per point 2 a.i), for the duration of the General Terms and Conditions and for the following 6 months, without prejudice to letter f) below; or (ii) if the School or the Company is the data controller as per point 2 a.ii), for the period of time that the School or the Company communicate to WeSchool as indicated in the related privacy policy, without prejudice to letter f) below;</p> <p>d) Personal Data for commercial communications of WeSchool or third parties: for the purposes as per point 4 letters f) and h), for a period of 12 months (in case Profiling is associated with marketing activities, if consent to Profiling was previously given); or 24 months (in case no Profiling is associated with marketing activities, lacking previous consent to Profiling) following the User's last interaction with WeSchool, suitable to demonstrate an interest in receiving communications concerning WeSchool (as per point 4 letter f) and/or third parties (as per point 4 letter h), including the collection of consent, the opening of newsletters, or participating in initiatives promoted by WeSchool or by third parties;</p> <p>e) Personal Data for Profiling and for the improvement of the Services: for the purposes as per point 4 letters g) and i) (the latter only in cases of use of Personal Data and not anonymous data) for a period of 12 months after the collection of Personal Data by WeSchool;</p> <p>f) in any case, WeSchool is authorised to keep, in whole or in part, Personal Data for a maximum of 10 years from when they are collected or for a longer period of any legal proceedings, limited to the information necessary to comply with legal obligations and allow WeSchool to ascertain, exercise and defend its rights in court or before any other competent authority. If a User uploads content (e.g. texts, images and videos) to the Platform, WeSchool may keep the User's Personal Data (including that of the Parent, in the event of a Young Learner) for the term envisaged under this letter f), in order to protect itself in the event of investigations by the competent authorities or claims by third parties deriving from the uploading of unlawful content or content that is in breach of the General Terms and Conditions.</p>
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<p>months (in case of no Profiling);</p> <p>e) Personal Data for Profiling and improvement of the Services: for 12 months from collection;</p> <p>f) Personal Data for legal obligations or judicial protection: 10 years from collection.</p>	<p>Once these terms expired, WeSchool will automatically erase the Personal Data collected or transform it into an irreversibly anonymous form.</p>
<p>9. Profiling</p> <p>Automated processing of Users' Personal Data in order to reveal their preferences on the Platform, and for evaluation and predictive purposes.</p>	<p>Profiling is carried out by WeSchool as follows:</p> <ul style="list-style-type: none"> a) context: Profiling can be associated both with WeSchool's offering the Services on the Platform (by means of, for example, personalised Didactic Communication) and with the performance of marketing activities relating to WeSchool and/or third parties, as better described in point 4 above. Therefore, if the User accesses the Platform exclusively to use the Services and objects to WeSchool marketing (point 4 lett. f) or has not consented to third-party marketing (point 4 lett. h), the Profiling will only be carried out in connection with the Services, for improving for example the content of the Didactic Communication; b) object: information concerning Users, e.g. age, education, location of the School of reference (where available), the type of Services used (e.g. educational courses); c) legal basis: consent expressed, for example, by Teachers, Adult Learners, and Parents (on behalf of the Young Learners) flagging a box on the Platform; d) rationale of Processing: (i) analysis and evaluation of the information collected regarding the Users as per letter b) on a statistical basis through the processing and comparison of all User Personal Data on the Platform; and (ii) classification of Users within homogeneous categories of Users to analyse or make predictions regarding their possible preferences; e) purpose: to customise the Services and marketing activities based on User possible preferences and, therefore, improve Users' degree of satisfaction with the Services provided on the Platform and in receiving WeSchool and/or third-party commercial and promotional communications. Profiling is therefore aimed at making predictions regarding the preferences and the future choices of the Users, based on the didactic content of the Platform;

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	<p>f) effects for Users: use of the Services on the Platform or receipt of commercial communications that are in line with the interests and preferences expressed by Users in browsing the Platform and using the Services. In no way does WeSchool Profiling: i) constitute an automated decision-making process whereby legal or similarly significant effects derive for Users; ii) affect the behaviour and training or purchasing choices of Users; iii) have a prolonged and permanent impact for Users, considering that Personal Data collected by WeSchool can be independently updated at any time by Users; or iv) discriminate against Users.</p>
<p>10. User Rights Withdrawal of consent, access to Personal Data, rectification or completion of Personal Data, erasure of Personal Data, limitation of Processing, objection to Processing, portability of Personal Data, data breaches, complaints to the competent authorities</p>	<p>In accordance with the GDPR, Users, in particular a Parent in the Parent's and the Young Learner's name and on their behalf, have the right, for the period as per point 8 of this Privacy Policy, to:</p> <ul style="list-style-type: none"> a) with reference to Processing as per point 4 g) and h), withdraw consent at any time without prejudice to the lawfulness of prior Processing, by sending an email to WeSchool or by opting out of WeSchool commercial communications (Article 7 of the GDPR); b) ask WeSchool for access to the Personal Data and information regarding the Processing, as well as request an electronic copy, unless otherwise specifically requested by the User (Article 15 of the GDPR); c) request the rectification of the Personal Data and/or have it completed without undue delay (Article 16 of the GDPR); d) request, for specific reasons (e.g. unlawful processing, withdrawal of consent, non-existence of the purpose for processing), the erasure of the Personal Data without undue delay (Article 17 of the GDPR); e) in certain circumstances (e.g. inaccurate Personal Data, unlawful processing, exercise of a right before court) request that the Processing be restricted (Article 18 of the GDPR); f) with reference to the Processing under point 4 f) and i) (in the latter case, if anonymous data were not used), object to the Processing of the Personal Data at any time by sending an email to WeSchool (Article 21 of the GDPR); g) in cases of automated processing, receive the Personal Data in a readable format, for the purpose of communicating them to a third party, or, where technically feasible, request that WeSchool send the Personal Data directly to the third party (right to Personal Data portability – Article 20 of the GDPR); h) be informed by WeSchool without undue delay of any breaches or unauthorised access by third parties to WeSchool's systems that contain the Personal Data (data breaches – Article 34 of the GDPR); i) lodge a complaint with the supervisory authority of the EU country where the User resides, works or where the User believes that his or her rights have been breached (Article 77 of the GDPR).

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	<p>For additional information on the terms and conditions for exercising their rights, Users can consult the GDPR at https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=OJ:L:2016:119:TOC, or contact WeSchool as per point 2 of this Privacy Policy.</p>			
<p>11. Objection to Processing concerning WeSchool direct marketing Right to object to receiving commercial and promotional communications relating to WeSchool.</p>	<p>Users, in particular Parents on their own behalf and on behalf of Young Learners, have the right to object to the Processing of their Personal Data as per point 4 letter f), at any time and for any reason, by sending an email to support@weschool.com or by opting out of receiving commercial and promotional communications from WeSchool. If Users exercise this right, WeSchool will stop using the User's Personal Data for purposes of marketing the Services or services, products or initiatives similar to the Services and the Platform and will not carry out Profiling associated with its direct marketing activities.</p>			
<p>12. Types of Cookies</p> <ol style="list-style-type: none"> 1. Technical Cookies, necessary and functional to browsing the Platform 2. Third-party Cookies 3. Profiling Cookies 	<p><u>Cookies necessary for browsing:</u></p> <ol style="list-style-type: none"> a) Purposes: these Cookies are essential to ensuring that the Platform functions properly, as they allow the User to browse and use the basic functions of the Platform. In no cases do these Cookies collect information that can be used for commercial purposes. These Cookies are used, among other things, to: (i) store data provided by the User during a browsing session using the browser; (ii) keep the User's preferences and credentials active while browsing the Platform; (iii) view contents in the chosen language at each time of access, recognising which country the User is connecting from (and storing this setting for future access). For the Platform to function properly, it is necessary to accept the browsing Cookies, as not accepting them could prevent or compromise the ability to browse the Platform. b) Data collected: browsing data. c) Duration: session cookies. <p><u>Cookies functional for browsing:</u></p> <ol style="list-style-type: none"> a) Purposes: these Cookies make the Platform more usable, and they store Users' data for logging onto the Platform, avoiding Users' having to enter the same data at each browsing session. These Cookies are designed to facilitate and speed up use of the Platform but are not essential for browsing. b) Data collected: data regarding browsing and preferences during browsing. c) Duration: session Cookies and permanent Cookies. <table border="1" data-bbox="584 1334 1711 1369"> <thead> <tr> <th data-bbox="584 1334 958 1369">Name</th> <th data-bbox="958 1334 1335 1369">Type</th> <th data-bbox="1335 1334 1711 1369">Description</th> </tr> </thead> </table>	Name	Type	Description
Name	Type	Description		

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SchoolOilpLogin	Technical	Token to manage login on WeSchool
SchoolOilpRefresh	Technical	Token to refresh login on WeSchool
SchoolOilpLastUsedGroup	Technical	Provides information on the latest Group where a User was active
SchoolOilpLanguage	Technical	Stores language preferences
SchoolOilpJoinGroup	Technical	Used to specify which Group access invite a User is accepting (after account registration)
_weschool_client_timezone	Technical	Stores time zone preferences of the User
pnctest	Technical	Generic testing cookie
weschool-underage-violation	Technical	Helps to prevent the registration of users under 13 years of age
weschool-app-mobile	Technical	Applies certain settings when WeSchool is used from a mobile application
cookieconsent_dismissed	Technical	Manage cookie privacy acceptance
<p><u>Google Analytics Cookies:</u></p> <p>a) Purposes: these Cookies are provided by Google Inc. to monitor, in an anonymous and aggregate form, the statistical analysis of Users' traffic on the Platform and to adapt the Platform based on the results of the analysis, in accordance with the interests demonstrated by Users.</p>		

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	<p>b) Data collected: data concerning the Users' computer and visit to the Platform and that in no way allow WeSchool to independently trace the Users' Personal Data: (i) the domain from which they use the Internet; (ii) the website, if available, that linked the Users to the Platform; (iii) the date and time the Users visited the Platform, the duration of the visit, and which pages they visited; (iv) the Users' IP address; (v) the Users' computer operating system and browser; (vi) the aggregate demographic information of Users who access the Platform.</p> <p>c) Duration: session Cookies.</p> <p>For additional information on Google analytics, Users can consult the following webpage: https://tools.google.com/dlpage/gaoptout.</p>
	<p><u>WeSchool profiling Cookies:</u></p> <p>a) Purposes: WeSchool uses profiling Cookies with the goal of improving Users' browsing experience by offering content tailored to their preferences and by sending them marketing communications that are most in line with the Users' interests.</p> <p>b) Data collected: data concerning a User's computer and visit to the Platform, to create a User browsing profile based on searches the User carries out and on the most-visited sections of the Platform.</p> <p>c) Duration: permanent and session Cookies.</p> <p><u>Third-party advertising cookies</u></p> <p>a) Purposes: third-party advertising Cookies are Cookies on other websites that WeSchool links to through links or banners on the Platform, as the third-party sites have been found to be similar to the User's interests, in order to send information and commercial offers based on interests associated with the User's online activity. These Cookies do not personally identify Users.</p> <p>b) Data collected: data and information on User preferences, for example searches carried out, frequency of pages loaded, and use of third-party sites.</p> <p>c) Duration: permanent and session Cookies.</p> <p>For additional information on third-party advertising cooking, Users can consult the following webpage: https://www.manzoniadvertising.com/it/pages/Cookie_Concessionaria</p>

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13. Enabling and blocking Cookies

Consent, banners, access to browser control panels, Your Online Choices website

Users can enable the Cookies described in section 12 above as indicated on the banner published on the Platform.

Users are entitled to modify their consent at any time by following the instructions contained in this Privacy Policy, which can be found at the link in the banner and on each page of the Platform (footer). Users can also contact WeSchool at any time to obtain information on how they can enable/selectively block or delete Cookies.

In any case, disabling technical Cookies as per point 12 could prevent Users from correcting browsing the Platform and/or limit its usability. Therefore, in order to best use the WeSchool Services accessible through the Platform, Users are strongly discouraged from blocking technical Cookies.

This being said, Users can modify Cookie settings on the Platform as described in the settings section of the User's browser:

- Google-Chrome: <https://support.google.com/chrome/answer/95647?hl=en-EN&hlrm=fr&hlrm=en>
- Mozilla-Firefox: <https://support.mozilla.org/en-US/kb/enhanced-tracking-protection-firefox-desktop>
- Internet Explorer: <https://support.microsoft.com/en-us/help/278835/how-to-delete-cookie-files-in-internet-explorer>
- Microsoft Edge : <https://support.microsoft.com/it-it/help/4027947/microsoft-edge-delete-cookies>
- Safari: <https://support.apple.com/guide/safari/manage-cookies-and-website-data-sfri11471/mac>
<https://support.apple.com/it-it/guide/safari/sfri11471/mac>

Moreover, not only can Users use their browser settings to enable or disable individual profiling and advertising Cookies, www.youronlinechoices.com shows a list of the main providers that work with website managers to collect and use information useful for the use of behavioural advertising. Users can deactivate or activate all companies (including WeSchool) or adjust their preferences for each company. Users can use the tool at page www.youronlinechoices.com/it/le-tue-scelte to check all behavioural advertising preferences when browsing the Internet.