

## Privacy & Cookie Policy

### Data Controller

Erasmus Antiquariaat en Boekhandel bv, Veemarkt 207, NL - 1019 CJ Amsterdam.  
VAT number: NL007025117B01, Trade Register Amsterdam: 33044879.

### Type of Data Collected

Personal Data that is collected, either independently or through third parties, relate to:  
Cookies, Usage Data, Name, Surname, Date of Birth, Telephone Number, VAT Number, Company Name, Address, Country, Province, Email and Postal Code.

Personal Data may be voluntarily entered by the User or collected automatically during use of the website.

Any use of Cookies or other tracking tools by the website or by third party service providers used by this website, unless otherwise specified, is aimed at identifying Users and recording their relative preferences for purposes strictly related to the provision of the service requested by the User. The user may refuse consent to use one or more profiling cookies if the browser or the browser add-ons allow it. For the procedure, refer directly to the documentation of the browser in use.

Erasmus uses cookies for a limited number of purposes, for instance to enable us to simplify the signing in process for registered users, to help ensure the security and authenticity of registered users, to provide the mechanisms for online shopping.

Following cookies are used:

- **Erasmus:**  
This is your session cookie and allows us to remember things about you while you are browsing such as your basket, whether you're logged in etc.
- **agreeCookie:**  
This cookie lets us know if you have agreed with our cookie policy and hides the annoying cookies banner.

Failure of the User to provide any Personal Data may prevent this Company from providing its services.

Users assume responsibility for the Personal Data of third parties published or shared via this website and warrant that they have the right to communicate or disseminate them, releasing the Data Controller from any liability toward those third parties.

### Means and place of processing collected data

#### Processing Means

The Data Controller processes the Users' Personal Data by adopting appropriate security measures to prevent unauthorized access, dissemination, modification or erasure of Personal Data.

Processing is carried out by using IT and/or telematics tools related to the purposes indicated. In addition to the Data Controller, persons involved in the organization of the service (administrative, commercial, marketing, legal, system administrators) or nominated external parties (such as suppliers of third party technical services, postal couriers, hosting providers, IT companies, communication agencies), if required by the Data Controller. The updated list of those responsible may always be requested from the Data Controller.

## **Place**

The Data are processed at the Data Controller's operational headquarters and in any other place where the parties involved in the processing are located.

## **Time**

The Data are processed for the time necessary for performing the service requested by the User or required for the purposes indicated. The User may, at any time, ask for the processing to be interrupted and for the Data to be erased.

## **Purposes of Processing Collected Data**

Data concerning the User are collected to allow the Data Controller to provide its services.

## **Retention Period**

We will retain your Personal Data only for the period necessary to fulfil the purposes outlined in this Privacy Policy. Retention periods vary depending on:

- Legal obligation, such as the need to retain financial transaction data in our finance system for 10 years. The minimum set of Personal Data (such as contact details) will be retained alongside this to assist in any queries that may surface during this period. Where there is a conflict between legal obligations and your right for your data to be deleted, the legal obligation will take priority, and this will be explained at the time.
- Commercial need, such as ensuring we can contact you should there be any outstanding orders or payments.

After a retention period in each system for each purpose has elapsed, the data is either anonymised or deleted.

## **Contacts with the User**

### **Contact Form**

By filling out the contact form with their Data, Users consent to their use in response to the requests of the kind set out in the header of the form.

Personal Data Collected: data set out in the form.

### **Mailing List or Newsletter**

By registering with the mailing list or the newsletter, the User's email address is put on a list to which messages containing information relating to the company's activities may be sent. Users' email addresses may also be added to a list further to their registration on the website, following the subscription to a service or after making a purchase.

Personal Data Collected: email, other data set out in the form.

Contact by telephone, messaging services

Users who have provided their telephone number or a messaging ID may be contacted for related commercial or promotional purposes or to answer requests for help.

Personal Data Collected: telephone number, email, messaging ID.

## **Address management and sending email messages**

These services allow a database of contacts (email, telephone or other type) used for communicating with the User to be managed.

These services may also allow us to collect data relating to the date and time messages are displayed by the User, as well as about the User's interaction with them, such as information on clicks on the links inserted in the messages.

## **Further information on data processing**

### **Legal defence**

The Data Controller may use the User's Personal Data in court proceedings or in the stages leading to their possible institution, to defend itself against any abuse committed by the User in using this service.

Users declare that they are aware that the Data Controller may be required to disclose Data at the request of the public authorities.

### **Specific information**

In addition to the information contained in this Privacy Policy, this website may provide the User with additional and context-related information regarding specific services requested by the User and about the collection and processing of Personal Data.

### **System logs and maintenance**

For requirements linked to operation and maintenance, this website and any third party services used by it may collect system logs, or files that record interactions which may also contain Personal Data, such as the User's IP address.

### **Information not contained in this Privacy Policy**

The Data Controller may, at any time, request more information in relation to the Personal Data processing by using contact information.

### **Exercise of rights by Users**

At any time, data subjects to whom the Personal Data refer have the right to:

- obtain confirmation about whether the data exists or not
- learn about its origin and content
- verify its accuracy
- ask for its integration, erasure, updating, correction, transformation in anonymous form
- request that personal data processed in violation of the law be blocked
- oppose, in any case, for legitimate reasons, their processing.

Requests should be addressed to the Data Controller. If you have any questions or complaints about this Privacy Policy, please Contact Us. We will investigate any complaint and notify you of our decision in relation to the complaint, as soon as practicable after it is received.

If we are unable to satisfactorily resolve your concerns about our handling of your Personal Information, you can contact the

- Dutch Data Protection Authority (Dutch DPA), Phone: +31 (0)70 888 85 00
- French Commission Nationale de l'Informatique et des Libertés (CNIL), Phone : +33 (0)1 53 73 22 22

### **Changes to this Privacy Policy**

The Data Controller reserves the right to make changes to this Privacy Policy at any time by notifying Users of this page. The date of last change to the Privacy Policy is set out at the bottom of the page. If the changes made to this Privacy Policy are not accepted, Users are required to cease using the website and may request that the Data Controller removes their Personal Data. Unless otherwise specified, the prior Privacy Policy shall continue to apply to Personal Data collected until then.

### **DPO (Data Protection Officer)**

Pursuant to and in accordance with art. 37 of Regulation (EU) 2016/679, concerning the processing of sensitive and/or personal data by this Company, the Data Controller has appointed a Data Protection Officer (DPO). The name of the DPO is kept at the Data Controller's registered office.

### **Definitions and legal references**

**Personal Data (or Data)** – Personal data is constituted by any information relating to a natural person, who is identified or identifiable, even indirectly, by reference to any other information, including a personal identification number.

### **Data Usage**

Personal data are collected electronically from the website (or from third party applications that use it), including: IP addresses or computer domain names used by the User who connects to the website, the addresses in URI (Uniform Resource Identifier) notations, the time of the request, the method used in submitting the request to the server, the size of the file obtained in response, the numerical code indicating the status of the response from the server (this is good, error, etc.) the country of origin, the characteristics of the browser and the operating system used by the visitor, the various connotations in time during the visit (for example, the time spent on each page) and the details of the itinerary followed on the website, with reference to the sequence of the pages consulted, to the parameters of the operating system and the User's IT environment.

### **User**

The person who uses this website, who must correspond to the interested party or be authorized by the interested party and whose personal data are being processed.

### **Interested party**

The natural or legal person to whom the Personal Data refer.

### **Data Protection Officer (or Officer)**

The natural person, legal person, public administration and any other public body, association or body appointed by the Data Controller to process Personal Data, as set out in this Privacy Policy.

### **Data Controller (or Controller)**

The natural or legal person, public administration and any other public body, association or body to which they are responsible, even together with another owner, for decisions about the purposes, the means of Personal Data processing and the tools used, including security measures, in relation to the operation and use of this website. The Data Controller, unless otherwise specified, is the owner of the website.

### **Cookies**

Small piece of data stored in the User's device.

### **Legal references**

Notice to European Users: this Privacy Policy has been drafted in compliance of the obligations set out in the Regulation (EU) 2016/679.

## Terms of Use

### Terms of website use

These terms of use (together with the documents referred to in it) tell you the terms on which you may make use of our websites [www.erasmusbooks.nl](http://www.erasmusbooks.nl) and/or [www.erasmus.fr](http://www.erasmus.fr) (**our site**).

Use of our site includes accessing, browsing, or registering to use our site.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our site.

### Other applicable terms

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy & Cookie Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

### Information about us

[www.erasmusbooks.nl](http://www.erasmusbooks.nl) and [www.erasmus.fr](http://www.erasmus.fr) are sites operated by Erasmus Antiquariaat en Boekhandel bv ("We" or "Us"), Veemarkt 207, NL - 1019 CJ Amsterdam, VAT number: NL007025117B01, Trade Register Amsterdam: 33044879.

### Changes to our site

We may update our site and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

### Accessing our site

Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

You may not access or use the site or make any purchases via any proxy systems or other identity masking system.

### Your account

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as personal and confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us.

## **Intellectual property rights**

We are the owner or the licensee of all intellectual property rights in our site, including any brand names, service names and trademarks (whether registered or unregistered) and in the material published on it. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **No reliance on information**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

## **Limitation of our liability**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by Dutch law. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

1. Use of, or inability to use, our site; or
2. Use of or reliance on any content displayed on our site.

If you are a business user, please note that we will not be liable for:

1. Loss of profits, sales, business, or revenue;
2. Business interruption;
3. Loss of anticipated savings;
4. Loss of business opportunity, goodwill or reputation; or
5. Any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programmes, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## Standards

Whenever you use our site, make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the following standards and you will indemnify us if any such content does not comply with these standards. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

You may use our site only for lawful purposes.

You may not use our site:

1. in any way that breaches any applicable local, national or international law or regulation;
2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
3. for the purpose of harming or attempting to harm minors in any way;
4. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content;
5. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
6. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programmes or similar computer code designed to adversely affect the operation of any computer software or hardware;
7. for the purpose of extracting our commercial data (including, without limitation our pricing data); or
8. for the procurement from us of products for your resale.

You also agree:

1. not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms of use; or
2. not to access without authority, interfere with, damage or disrupt: any part of our site; any equipment or network on which our site is stored; any software used in the provision of our site; or any equipment or network or software owned or used by any third party.

## Suspension and termination

We will determine, in our discretion, whether there has been a breach of these terms through your use of our site.

When a breach of these terms occurred, we may take such action as we deem appropriate.

Failure to comply with these terms may result in our taking all or any of the following actions:

1. Immediate, temporary or permanent withdrawal of your right to use our site;
2. Immediate, temporary or permanent removal of any posting or material uploaded by you to our site;
3. Issue of a warning to you;
4. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
5. Further legal action against you; or
6. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these terms. The responses described in these terms are not limited, and we may take any other action we reasonably deem appropriate.

## Viruses

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our site.

You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computervredebreek – Wetboek van Strafrecht Artikel 138a/Computer Misuse Act 1990.

We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

### **Linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the content standards set out in these terms.

If you wish to make any use of content on our site other than that set out above, please contact us.

### **Third party links and resources in our site**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

### **Applicable law**

Please note that these terms of use are governed by Dutch law. You and we both agree that the Courts of the Netherlands will have non-exclusive jurisdiction to resolve any dispute between us.

**Thank you for visiting our site.**