

## PRIVACY & COOKIE POLICY

This page describes the methods of management of the online social lending platform accessible from the website <https://blender.loans/italy>, and 'BLender - Loans between people' mobile app and/or from the website [www.edisoncrowd.it](http://www.edisoncrowd.it) ("Platform") in relation to the processing of the personal data of the Platform Users who consult it.

This information is provided pursuant to art. 13 of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data ("Regulation") for those who interact with the services offered through the Platform, as better identified in the General Conditions of Use ("Services").

The information is provided only for the Platform and not for other websites that may be consulted by the Platform user through a link, in relation to which we cannot in any way be considered liable, since we cannot in any way influence their contents and their processing of the personal data.

Unless otherwise defined herein, the terms with a capital letter have the same meaning as attributed to them in the General Conditions of Use and/or in the Special or General Borrower Conditions and/or in the Special or General Lender Conditions and/or in the Loan Contracts.

### **The data "controller" - Place of the data processing**

The "data controller" is BLender Italy S.r.l., tax ID, VAT number and registration number in the Bologna Corporate Trade Register 09530340968, REA (Economic Administrative Index) BO-532836, with registered office in Bologna, 40123 - Viale Carlo Pepoli, 20 ("BLender").

The personal data is kept on the BLender servers located in Ireland.

### **The types of data processed**

#### **I. Navigation data (log files)**

The data processing systems and the software procedures involved in operation of the Platform acquire, in the course of their normal exercise, some personal data whose transmission is implicit in the use of the Internet communication protocols.

This is information that is not collected in order to be associated with identified interested parties, but by its very nature it could, through processing and association with data held by third parties, allow identification of the platform users ("Platform User(s)" or "User(s)").

This category of data includes the IP addresses or the domain names of the computers used by the Platform Users who connect to the Platform, the URI (Uniform Resource Identifier) addresses of the resources requested, the time of the query, the method used in submitting the query to the server, the size of the file obtained in answer, the numerical code indicating the status of the answer given by the server (successful, error, etc.) and other parameters relating to the Platform User's operating system and computer environment.

#### **II. Data provided voluntarily by the Platform User - purposes of the processing**

BLender manages an online platform based on a peer-to-peer model, which allows creation, against payment of commissions as stipulated by the General Conditions of Use, of a direct contact between individuals or companies requiring a loan and individuals or companies who intend to grant it through software that guarantees direct automatic connection between Lenders and Borrowers.

The personal data collected by BLender is:

- That requested in the fields of the registration modules on the Platform and indicated in the [General Conditions of Use](#);
- Relating to the geographical position of the Platform User;

- Financial information on the Platform User, collected also through third parties who offer information on the reliability and solvency of the Platform User;
- any other personal data input in the communications occurring on the Platform or granted for access by the Platform User;
- Information related to the use of the Services offered on the Platform;
- Information received from social networks to access the Services (social network login) and, where necessary, for purposes of verifying the information provided by the User of the Platform;
- Contacts information;
- Information that may be made accessible through partners collecting banking or financial data and related to financial accounts of the Platform User.

The sending of personal data by the Platform Users is optional and voluntary and includes the subsequent input thereof if necessary for carrying out the Services. If it is not provided, the Platform User will not be able to access the Platform to use the Services.

The processing of the personal data of the Users of the Platform is carried out exclusively in order to allow BLender to carry out activities aimed at verifying the possibility for the Users of the Platform to be able to request or grant the loan.

In particular, the personal data is used for the following:

- To contact the Platform Users to update their loan requests and the status of the loans underway and to reply to their queries, if any;
- To send notices pertaining to the Platform;
- To manage the granting of the loan made through the Platform to the Borrower and the relative reimbursement to the Lenders;
- To collect the commissions owed to BLender as stipulated by the [General Conditions of Use](#);
- To send the contractual documentation relating to the Services stipulated in the General Conditions of Use, in the Special or General Borrower Conditions and in the Special or General Lender Conditions;
- To send notices to the Platform Users periodically involved in case of breaches of the General Conditions of Use and/or of the Special or General Borrower Conditions and/or of the Special or General Lender Conditions and/or of the Loan Contracts;

BLender must carry out these activities as they derive from the fulfilment of legal obligations (for example anti-money laundering) typical of a party operating in a regulated market as well as the fulfilment of contractual obligations relating to the requested Services:

- To contact who interrupted the registration process;
- To monitor the operation of the Platform in order to improve its structure and functionalities as well as to prevent any abuses thereof;
- To collect information on the Platform Users' navigation, also for statistical purposes;
- To implement statistical analyses relating to the loans granted through the Platform, the quality of the credits, the solvency of the debtors as well as the compliance by the Borrowers of the relative loans also in order to improve the Platform User evaluation procedures for the utilization of the Services;
- To create statistical models.

BLender may carry out these activities on the basis of its legitimate commercial interest to offer ever better Services to its Users without these activities having a significant impact on the rights and freedoms of the Users themselves:

- To assess the credit risk and creditworthiness, the reliability and timeliness of payments, the risk fraud prevention, including the identity theft risk prevention, as described under paragraph "Additional information on credit information systems which BLender participates in";
- To send to the User of the Platform commercial communications by e-mail, SMS, telephone or other communication channels about the products and / or services provided by BLender as well as third-party products or services;
- To analyse the preferences and profiles of individual Users to carry out marketing activities in a more personalized way and then propose commercial offers in line with the interests of the User (profiling for marketing purposes).

BLender may carry out these activities only if the User has given his free and optional consent. The User may withdraw his consent at any time. If consent is not given or is withdrawn, this will not affect all other BLender activities and the only consequence will be that BLender cannot carry out analysis for marketing purposes and contact the User directly.

In any case, BLender reserves the right to send commercial emails related to products or services similar to those offered by BLender itself even without the User's consent, based on its legitimate interest and according to the minimum and static segmentation criteria (for example age, place of residence, amount requested). In this case, the User may object at any time by simply clicking "remove" in the e-mail messages received from BLender

#### **Data transmission field**

Personal data will be processed by the BLender personnel duly authorized for its processing who are charged with it. In addition, personal data may be transmitted to third parties that act as independent controllers or managers for the data processing in the following cases or for the following purposes:

- Verification of the Platform User's eligibility for access to the Services;
- Prevention of frauds or identity thefts;
- Credit collection;
- Fulfilment of judicial orders instructing Blender to disclose personal information;
- Disputes between the Platform Users and BLender;
- Protection of BLender's rights and property;
- Breaches of the General Conditions of Use, the Special or General Borrower Conditions and of the Special or General Lender Conditions or in case of unlawful acts or an attempt to carry out unlawful acts committed through or in relation to the Platform;
- To protect the security of the Platform Users in case of dispute between a Platform User and BLender and/or any party on its behalf;
- Any sale, assignment or transferring of a portion of BLender's business or its entire business and/or assets to a third party, or if BLender acquires or if it shall merge with a third party.

BLender will not communicate the name of a Platform User to other Platform Users, except for his nickname. If Edison SpA, a company incorporated under Italian law, tax code 06722600019 and VAT number 08263330014, with registered office in Milan, Foro Buonaparte n. 31, registered in the Companies' Register of Milan under n. 06722600019 and in the R.E.A. of Milan under n. 1698754, acting as a Borrower accepts the loan offer from the Lender, BLender, on the basis of the legitimate interest of the third party in complying with the applicable laws on transparency and anti-money

laundering, will provide certain data to Edison SpA. Edison SpA, as Borrower of the loan, will process the personal and identification data of the Lender as well as the data relating to the terms and conditions of the loans granted or offered for the purposes of fulfilling the obligations related to the

management of the loan, as independent data controller and in compliance with the applicable laws on transparency, anti-money laundering and protection of personal data.

In addition, BLender may provide the data relating to the terms and conditions of the loans granted or offered, for the purposes stipulated by the General Conditions of Use, the Special or General Borrower Conditions, the Special or General Lender Conditions and the Loan Contract.

BLender will also transmit the Platform User's personal data to UAB BLender Lithuania, in its capacity of Electronic Money Institution incorporated in Lithuania, duly authorized to provide in Italy payment services under a freedom to provide services regime, in order to allow it to manage the system of payment flows relating to each loan granted through the Platform. UAB BLender Lithuania acts independently as controller of the relative data processing.

The Platform User's personal data cannot be transferred abroad to countries not belonging to the European Union that do not guarantee appropriate levels of protection of individuals. If it is necessary for achieving the performance of the Services, it is ensured that the transfer of the Platform User's personal data to such countries will be carried out only after signing between BLender and the said persons of specific contracts containing adequate safeguard clauses for the protection of the personal data, pursuant to the applicable laws and regulations (such as the standard contractual clauses adopted by the European Commission).

The data will not be transmitted, assigned or in any way transferred to other third parties, without the Platform Users being informed in advance and, with their consent, when this is legally required.

The personal data collected may also be processed in the context of any corporate events (sale of the company or of business units), due diligence, in the event of defence of legal claims and in relation to the related prodromal activities. All these possible activities are based on the legitimate interest of BLender to protect its rights as permitted by the applicable regulations.

#### **The processing methods and retention period**

The personal data will be processed by automated means and in no case by paper-based means for the time strictly necessary to achieve the purposes for which it is collected.

The Platform User's personal data is kept in the form that allows its identification for the time strictly necessary for the purposes for which it is collected and subsequently processed and in any case within the legal limits. The criteria for determining the data retention period take into account the permitted processing period and applicable regulations (for example, tax or anti-money laundering), the limitation periods and the nature of legitimate interests where they form the legal basis for processing.

Personal data may be stored for a period subsequent to the one originally planned, in the event of any disputes or requests by the competent Authorities.

BLender will safely remove such data from its computer systems as soon as they become no longer needed.

Specific security measures are observed to prevent the loss of the data, illicit or incorrect uses and unauthorized accesses.

However, since it is not possible to guarantee that the measures adopted for the Platform security and the transmission of the data and information on the Platform limit and exclude any risk of unauthorized access or dispersion of the data, the Platform User should ensure that his computer has up-to-date virus software for the protection of the transmission over the network of both incoming and outgoing data and that his Internet service provider has adopted firewalls and anti-spamming filters, or suitable measures for the security of the data transmission over the network; the User should not access the Platform through links from an email that request input or updating of his personal data. BLender does not ask any of its Platform Users to provide and update their personal data through email messages.

## The rights of the Platform User

The Platform User may exercise specific rights, including those to obtain from BLender:

- Confirmation as to whether or not personal data concerning him or her are being processed, and, where that is the case, to access to the personal data (right of access);
- The rectification of inaccurate personal data concerning him or her, or to have incomplete personal data completed (right to rectification). The Platform User is invited to report any changes to the following e-mail address: [support.it@blender.loans](mailto:support.it@blender.loans) or by calling the following number: 02 5656 9506;
- The erasure of personal data concerning him or her, where one of the grounds laid down in art. 17 of the Regulation applies (right to erasure);
- The restriction of processing where one of the grounds laid down in art. 18 of the Regulation applies (right to restriction of processing);
- To receive the personal data concerning him or her, which he or she has provided to a controller, in a structured, commonly used and machine-readable format and to transmit those data to another controller (right to data portability).

**Platform Users have the right to withdraw their consent (if previously given) at any time, without affecting the lawfulness of processing based on consent before the withdrawal, sending an e-mail message to the following email address: [support.it@blender.loans](mailto:support.it@blender.loans) or by calling the following number: 02 5656 9506.**

**Furthermore, the User of the Platform has the right to oppose the direct marketing activities by email carried out by BLender on the basis of its legitimate interest, by clicking "remove" in the related messages.**

**Sometimes BLender will not be able to provide all the requested information and follow up the Platform User's requests, due to the obligations deriving from the applicable regulations. In any case, BLender will do its utmost to follow up the requests of the Users of the Platform.**

### **Additional information on credit information systems which BLender participates in**

The Platform User data will be processed during the pre-contractual stage in order to carry out suitable checks on his/her solvency through credit information systems. Such information is provided directly by the Platform User or collected through the access to certain databases.

With reference to the solvency pre-contractual checks, BLender informs that in certain instances they are carried out through a solely automated individual decision-making processing based on the automatic query of databases held by third party credit information suppliers and/or possible additional information taken from our databases in order to determine a score for the credit reliability and timeliness of payments. Where such checks are not positive, BLender will not follow up pre-contractual activities and will not supply the requested Services. Where solely automated individual decision-making processing are adopted, the Platform User may exercise the right to obtain human intervention on the part of the controller, to express his or her point of view and to contest the decision.

Some of the above mentioned information will be communicated to large databases held to assess the credit risk. BLender participates in and contributes to these databases held by private entities and which might be accessed by all the entities participating in these credit information systems.

The credit information systems (CIS) to which BLender participates in are managed by Crif S.p.a. (via M. Fantin, 1-3 | 40131 Bologna, Italy, VAT No. 02083271201, email: [info.consumatori@crif.com](mailto:info.consumatori@crif.com), mailing address: CRIF S.p.A. Ufficio Relazione col Pubblico, via Zanardi 41 - 40131 Bologna). Kind of system: positive/negative. Entities like banks, finance companies, leasing companies participate in and contribute to these databases.

Data retention periods in the CISs are provided by under Annex 2 to the Code of conduct and professional practice applying to information systems managed by private entities with regard to consumer credit, reliability and timeliness of payments (decision no. 163 of the 12 September 2019 of the Italian Data Protection Authority). More in detail:

- Personal data related to a credit application, communicated by the participants, can be stored in a CIS for the period necessary in order to carry out the related investigation and in any case no longer than 180 days since the date in which the request has been filed, or 90 days if the credit application is not granted or if it is waived;
- Negative credit information related to payment delays that are subsequently remedied may be retained in a CIS:
  - a. for up to 12 months as of the recording of the data concerning remedying of delays not in excess of two instalments/two months; or
  - b. for up to 24 months as of the recording of the data concerning remedying of delays in excess of two instalments/two months.

Upon expiry of the terms referred to above, the data shall be removed from the CIS if no data concerning further delays and/or defaults is recorded during said terms;

- Negative credit information related to defaults that are not subsequently remedied may be retained in a CIS for no longer than 36 months as of the expiry of the relevant contractual agreement; if other events occur that are material to the payment, since the date on which the information had last to be updated, and in any case said information may be retained for no longer than 60 months as of the date on which the relevant relationship was expired according to the contract;
- Positive credit information related to a relationship concluded by extinguishing all monetary obligations may be retained in a system for no longer than 60 months as of the date of termination and/or expiry of the relevant contractual agreement, or else as of the first update performed in the month following the aforementioned dates. The aforementioned positive credit information may be retained further in the system if the latter contains negative credit information related to delays and/or defaults that have not been remedied with regard to other credit relationships concerning the same data subject;
- The data related to the first payment delay in a credit relationship shall be used and made available to other participants after 60 days of the monthly update, or in case of payment defaulted on at least two consecutive monthly instalments, or if the delay refers to either the last or one of the last two instalments. In the second case referred to above, the data shall be made available after the monthly update concerning the second consecutive default. This concerns CISs like CRIF, and therefore positive and negative CISs. On negative CISs (to date not used by BLender), such data shall be used and made available to other participants after at least 120 days as of the relevant payment deadline, or in case the payment of at least four monthly instalments was not performed.

Prior to removing the data from a CIS in accordance with the data retention periods set out above, a manager may transfer the data to another medium in order to retain them for as long as necessary and for their use, with a view to the necessity to comply with a legal obligation or defending a legal or administrative claim, arbitrations and conciliations (and related preparatory activities). Prior to the removal, the manager may transfer the data to another medium not directly accessible by the other participants.

In any case such data may not be retained longer than 10 years since the expiry of the retention

periods for these data within the CIS. These data may be also used to provide the supervisory authorities with data and information for their own institutional purposes.

The Platform User may exercise the rights referred to in the previous paragraph and referred to in this paragraph in the ways indicated in the preceding paragraph or by contacting the credit information systems at the addresses indicated above in this paragraph.

### **Cookies**

BLender uses a technology commonly referred to as "cookies" to manage the Platform and ensure the functionalities expected during the visit. Cookies are small files sent to the Platform User's computer; they show the methods of navigation of the Platform Users on the Platform, providing information, thanks to which we can make the navigation experience easier and more efficient. The cookies can be:

#### *First party cookies*

First party cookies are set by the websites visited by the Platform User, whose address appears in the URL window.

#### *Third-party cookies*

Third-party cookies are set by a domain other than that visited by the Platform User. If the Platform User visits a site and a different company sends the information exploiting that site through the cookies, these are third-party cookies.

BLender does not have any access to and control over cookies and other tracking technologies used on third-party sites that can be accessed by the Platform User from the Platform. The Platform User should read the privacy policy of the third-party websites that he accesses through the Platform, in order to understand the conditions applicable to the processing of the personal data on these websites. BLender has no liability regarding the websites of third parties and their cookies.

#### *Session cookies*

These cookies are temporarily stored and are erased when the Platform User closes the navigation window.

#### *Persistent cookies*

Persistent cookies are stored on the Platform User's hard drive between browser sessions, allowing recording of the Platform User's preferences or actions on the Platform. These cookies can be used

for different purposes, for instance, to record the preferences and choices made when the Platform is used.

#### *Navigation cookies*

These cookies are essential for the Platform User to move around in the Platform and use its functionalities, such as for instance to access the reserved areas. Without these cookies the requested services cannot be provided.

The strictly necessary cookies are used to store a unique identifier in order to manage and identify the Platform User as an individual user in relation to the other Platform Users visiting the site at that time, in order to provide the Platform User with a coherent and precise service.

#### *Functional cookies*

These cookies can have a session duration or be persistent. These cookies are generally the result of an action of the Platform User, but can be implemented also in the provision of a service not explicitly requested but offered to the Platform User. They can also be used so that an offer is not made again to a given Platform User of a service previously offered and refused. These cookies also allow the site to record the Platform User's choices, such as for instance name of the Platform User, language, country of origin, etc.). The information collected by these cookies is anonymous and the Platform User's behaviour cannot be tracked on other sites.

For the use of these cookies the prior consent of the Platform User is not required.

The Platform User may in any case block the installation of the technical cookies, or subsequently remove them. In this case, however, the possibility of accessing the Platform, of benefiting from all or part of it, of enabling or disabling certain functions or of receiving certain services could be totally or partially impaired.

#### *Performance cookies or analytics cookies*

These cookies can be session or persistent cookies; their use is limited to the performance and improvement of the Internet site. These cookies collect information on how a visitor uses the site, such as for instance the pages visited. These cookies do not collect information that can identify the Platform User. All the information collected by these cookies is aggregated anonymously and used only to improve the site functionality.

For the use of these cookies the prior consent of the Platform User is not required.

The Platform User is free to block the installation of the analytics cookies at any time, and the possibility of visiting the Site and using its contents will not be impaired in any way.

#### *Profile cookies*

These cookies are designed to create profiles relating to the Platform User and are used in order to send advertising messages online with the preferences shown by this user in his web navigation.

For the installation of these cookies the prior consent of the Platform User is required.

The Platform User is free to block the installation of the profile cookies at any time, and the possibility of visiting the Platform and using its contents will not be impaired in any way.

#### **How can you disable the cookies?**

If the Platform User does not wish his computer to receive and store cookies, he can modify the security settings of his browser (Internet Explorer, Google Chrome, Safari etc.).

To learn more about cookies and how to manage or disable third-party or marketing/retargeting cookies, the Platform User can also visit [www.youronlinechoices.com](http://www.youronlinechoices.com), [www.youronlinechoices.eu](http://www.youronlinechoices.eu) and [www.allaboutcookies.org](http://www.allaboutcookies.org).

The cookies used on the Platform are listed in the following tables:

Name of the Cookie	Origin (first or third party)	Duration	Object	Information
Blender.loans	1st party	No limit	Technical and Functional of providing loans	<a href="#">Link</a>
Blender.co.il	1st party	No limit	Technical and Functional of providing loans	<a href="#">Link</a>
Google	3rd party	As defined google	by Advertising	<a href="#">Link</a>
Facebook	3rd Party	As defined facebook	by Advertising	<a href="#">Link</a>
Taboola	3rd party	As defined Taboola	by Advertising	<a href="#">Link</a>
Outbrain	3rd Party	As defined Outbrain	by Advertising	<a href="#">Link</a>
Lucky Orange	3rd Party	As defined by Lucky Orange	CRM tool	<a href="https://www.luckyorange.com/privacy.php">https://www.luckyorange.com/privacy.php</a>

For any other information, please refer to the Privacy Policy.

The "Privacy Policy" of this website may be subject to updates.