

Privacy Policy

1. Erasmus' Commitment To Your Privacy

Erasmus Antiquariaat en Boekhandel bv as well as Librairie Erasmus (**we, us**) are committed to protecting and respecting your privacy.

This policy (together with our [Terms of Use](#) and any other documents referred to in it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting any of our websites (erasmusbooks.nl; erasmus.fr), opening an account with us and/or providing your personal information to us you are accepting and consenting to the practices described in this policy.

For the purpose of the General Data Protection Regulation (GDPR) the data controller is Erasmus Antiquariaat en Boekhandel bv, Veemarkt 207, NL - 1019 CJ Amsterdam.
VAT number: NL007025117B01, Trade Register Amsterdam: 33044879.

2. Personal Data

A. What Personal Data Do We Collect?

The type and quantity of information we collect and how we use it depends on why you are providing it. **Personal Data** is information or pieces of information that could allow you to be personally identified.

We may collect and process data about you including the following:

- Your name;
- Address;
- E-mail address;
- Phone number and financial account, credit and debit card information when you make a purchase or call our customer service number;
- Technical information, including the Internet Protocol (**IP**) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform, device information;
- Information about your visit, including the full Uniform Resource Locators (**URL**) clickstream to, through and from our site (including date and time); products you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page;
- Information collected through cookies,
- Location information;
- Demographic information and other information provided by you.

B. How Do We Collect Personal Data?

We and our suppliers may collect Personal Data in a variety of ways including:

- **Automatically via our sites:** You may provide us with data about you by filling in forms on our site, making orders and using the site – this includes information you provide when you search for a product, place an order or register to our site and when you report a problem with our site;
- **Automatically via email:** We may collect Personal Data from you when you telephone or email, such as, but not limited to, our customer service team.
 - **Emails** – we retain emails to support the fulfilment / resolution of your request / enquiry. Emails are routinely archived.
- **Directly from you:** When voluntarily providing information via online forms on our sites or any other mechanism that may be used from time to time.

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- **From third parties:** We work closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, social networking platforms, analytics providers, public databases, search information providers, credit reference agencies) and may also receive information about you from them. We are not responsible for the privacy, information or other practices of any third parties from which information is received and you should review their policies and practices to ensure you are happy with how they treat your data.
- **Automatically via Cookies:** Our sites use cookies to distinguish you from other users of our sites. This helps us to provide you with a good experience when you browse our sites. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to decline the use of cookies, but it should be noted that some cookies are required to add products to your basket and transact on the site. To learn more about this procedure and cookies more generally please visit the [Cookies Information page provided by the Information Commissioner's Office \(ICO\)](#);
- **Automatically via your browser or device:** Certain information is collected by most browsers or automatically through your device. This may include your device location. We use this information for statistical purposes as well as to ensure that the site functions properly;
- **Automatically via server log files:** Your "IP Address" is a number that is automatically assigned to the computer or device that you are using by your Internet Service Provider (ISP). An IP Address is identified and logged automatically in our server log files whenever a user visits the site, along with the time of the visit and the page(s) that were visited.

C. How do we Use Personal Data?

There are several ways in which we use your information. For transparency, we have split this by those which are active by default and those which you can choose to opt in to:

Occurs By Default:

- To carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us, communicate with you regarding your purchase and respond to your questions and comments;
- To process payment. All financial, credit and debit card information is handled according to Payment Card Industry Data Security Standard (PCI-DSS) compliant rules and processes. We do not store any credit card information and in the few cases where credit cards are used, this information is taken over the phone, processed immediately and not stored.
- As part of our efforts to keep our site safe and secure, and to support fraud protection.
- To administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes and to send administrative information to you, for example changes to our terms, conditions and policies.
- For information on how we use Cookies, please see our [Cookie Policy](#).
- As we believe to be necessary or appropriate: (a) to comply with applicable laws, including laws outside your country of residence; (b) to comply with legal process; (c) to respond to requests from public and government authorities including public and government authorities outside your country of residence; (d) to enforce our terms and conditions; (e) to protect our operations or those of any of our affiliates; (f) to protect our rights, privacy, safety or property, and/or that of our affiliates, you or others; and (g) to allow us to pursue available remedies or limit the damages that we may sustain.

Requires you to opt-in:

- New Title Service - To make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them.

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D. Disclosure Of Your Information

Erasmus Antiquariaat en Boekhandel bv and Librairie Erasmus are both part of the Bertram Group. We may share your Personal Information with any member of our Group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

We may share your information with selected third parties including:

- Business partners, suppliers and sub-contractors who provide services to us (such as credit card processing services, order fulfilment, analytics, site management, information technology and related infrastructure provision, customer service, auditing, and other similar services). When we share Personal Data with such third party providers we require that they use your Personal Data to the extent necessary for providing services to us (or you, as the case may be) and not for their own marketing purposes;
- Analytics and search engine providers that assist us in the improvement and optimisation of our site;
- To prospective buyers, in the event that we sell any business or assets, in which case we may disclose your personal data to the prospective buyers of such business or assets. All customer data held by us is considered the property of Bertram Group;
- In the event that Erasmus Antiquariaat en Boekhandel bv and Librairie Erasmus are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets; and
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our [Terms of Use](#) or to protect the rights, property, or safety of Bertram Group, our customers, or others.

3. Storage and Security

- All Personal Data you provide to us is stored on our secure servers.
- All interactions with our website, including payment transactions, will be encrypted using SSL technology. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.
- Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.
- The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers; this includes staff engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services.
- By using our site, you acknowledge and consent to the potential transfer, processing and storage outside of the EEA. You should be aware that many countries outside the EEA do not afford the same legal protections to Personal Data as countries within the EEA. Transfers will be made in accordance with the applicable legislation and we will take reasonable and necessary measures (so far as it is within our control to do so) to ensure that third parties involved will provide an adequate level of protection.

4. Access, Modification and Choices

- We aim to give you as many choices regarding our use and disclosure of your Personal Data.
- You have the right to ask us not to use your personal data for marketing purposes. The easiest way to do so is by clicking the link provided at the bottom of any one of our emails in order to unsubscribe. To find out more about the ways in which you can opt-out please [Contact Us](#).

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- Please note that changes to our use of your Personal Data may not be effective immediately. We will endeavour to comply with your request(s) as soon as reasonably practicable and in no event later than 30 days after we received your request. Please also note that if you do opt-out of receiving marketing-related messages from us, we may still send you important administrative messages.
- When you order from us, we will send you administrative emails relating to that order. These include but are not limited to: a confirmation of your order, notification of dispatch, and tracking information. If you receive an email confirmation of an order you did not place please contact us.
- You have the right to access, change and/or delete Personal Data we hold about you. Your right of access can be exercised in accordance with applicable laws.
- We will try to comply with your requests as soon as reasonably practicable and within a maximum of 30 days. If your request is more complex, we will provide an update within 30 days, and aim to comply within a maximum of 90 days. Please note that despite our efforts, there may be residual information that will remain within our databases and other records, which will not be removed or changed immediately.
- Further, please note that we may need to retain certain information for recordkeeping purposes and/or to complete any transactions that you began prior to requesting such change or deletion (e.g. when you make a purchase or enter a promotion, you may not be able to change or delete the Personal Data provided until after the completion of such purchase or promotion).
- The consequences of choosing not to provide your Personal Data that we request from time to time are that we may not be able to deliver the goods or services you have requested, fulfil your orders or carry out our obligations under any contract entered into between you and us. Please [Contact Us](#) if you would like to understand more about your options.

5. Third Party Sites

- This Privacy Policy does not address, and we are not responsible for, the privacy, information or other practices of any third parties, including any third party operating any site where the site contains a link to the Erasmus Antiquariaat en Boekhandel bv and Librairie Erasmus websites. The inclusion of a link on any of our sites does not imply endorsement of the linked site by us.
- We are also not responsible for the collection, usage and disclosure policies and practices (including the data security practices) of other organisations, such as Facebook, Apple, Twitter, Google, Microsoft or any other app developer, app provider, social media platform provider, operating system provider, wireless service provider or device manufacturer, including any Personal Data you disclose to other organisations through or in connection with apps or social media that we choose to develop in future.

6. 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 in order 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. Please also note section 4 of this Privacy Policy (Access, Modification and Choices).

7. Children's Personal Information

- All our customers are adults, and must be over 18 to purchase books from us.

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8. Sensitive Information

- We generally ask that you do not send us, and you do not disclose, any sensitive Personal Data (e.g., information related to racial or ethnic origin, political opinions, religion or other beliefs, health or medical condition, criminal background or trade union membership) on or through the site or otherwise to us. If you believe that we have mistakenly or unintentionally collected sensitive Personal Data through our channels please [Contact Us](#) immediately.

9. Changes To Our Privacy Policy

- Any changes we may make to our privacy policy in the future will be posted on this page. Please check back frequently to see any updates or changes to our privacy policy. Any changes to this Privacy Policy will become effective when we post the revised Privacy Policy on the site. Your continued use of the site following these changes means that you are deemed to accept the revised Privacy Policy.

10. Contact

As stated in the sections above, you have various rights with regard to your Personal Data including the right to tell us if you:

- Do not want to be contacted in the future by us;
- Would like to find out what information we have about you, would like a copy of the Personal Data which we hold about you;
- If you think that any Personal Data we hold about you is inaccurate, incomplete, out-of-date or irrelevant; and
- Wish to report any breaches of the Privacy Policy.

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

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 and/or www.erasmus.fr (our site).

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

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

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 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.
- Our [Cookie Policy](#), which sets out information about the cookies on our site.

Information about us

www.erasmusbooks.nl and 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.

You can contact us via the following link [Contact Us](#).

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.

Terms of Use

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 at [Contact 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 in particular, 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.

Terms of Use

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.

Terms of Use

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 Computervredebreuk – 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, its subject matter and its formation, 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.

Cookies Policy

What are cookies?

Cookies are small, usually randomly encoded, text files that help your browser navigate through a website. The cookie file is generated by the site you're browsing and is accepted and processed by your computer's browser software. The cookie file is stored in your browser's local folder or subfolder.

Your browser accesses the cookie file again when you visit the website that created the cookie file. The browser uses the information stored in the cookie file to help ease your navigation of the website by letting you sign in automatically or remembering settings you selected during your earlier visits to the website, among many other functions.

Any particular website cannot access information on your computer other than its cookie. The cookie is not executable code so it doesn't have any "life" of its own, other than being used by the website that created it. A cookies use is limited to helping your browser process the information located on the website.

How we use cookies

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.

Specifically we use the following cookies:

- **Erasmus:**
This is your session cookie and allows us to remember things about you while you're 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.

If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to decline the use of cookies, but it should be noted that some cookies are required to add products to your basket and transact on the site. To learn more about this procedure and cookies more generally please visit the [Cookies Information page](#) provided by the Information Commissioner's Office (ICO).