

PRIVACY POLICY

MyCoach Pro Platform



Version 2.1

Information on the processing of personal data of Platform Users

Note on translation

This English version is provided for the convenience of non-French-speaking Users.

In the event of any discrepancy between this English version and the French original, the French version shall prevail.

Document control

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Version history

This document is subject to formal version control. The applicable version is the one in force on the date of use. Each version is archived under a stable versioned URL.

Version	Effective date	Summary of changes	Drafting / Approval
4.3	15/09/2024	Legacy privacy policy (ref. SEC-RGPD-PP-001), created on 01/07/2019, prior to the overhaul of the contractual framework. Original version of this document lineage.	MyCoach Pro management
2.0	1 June 2026	Full overhaul of the Policy: GDPR alignment, articulation with the DPA, AI Agent Module, sub-processor list, retention periods and data security measures.	MyCoach Pro management
2.1	8 June 2026	Section 5.3: explicit exclusion of data obtained from third-party connected-device APIs (in particular Garmin Connect) from the AI Agent Module and from any processing by an external AI provider; data-origin tracking and technical filtering. Alignment with the Garmin Connect Developer Program.	MyCoach Pro management

Introduction

MyCoach Pro, a French société par actions simplifiée with a share capital of EUR 1,500, having its registered office at C/O Allianz Riviera, Boulevard des Jardiniers, 06200 Nice, France, registered with the Trade and Companies Register of Nice under number 830 414 462 (hereinafter "MyCoach Pro"), places the highest importance on respecting privacy and protecting personal data.

This Privacy Policy describes how MyCoach Pro processes the personal data of Users of the MyCoach Pro Platform (hereinafter the "Platform").

It applies exclusively to processing carried out in the context of the use of the Platform. Processing carried out via the showcase website www.mycoachpro.io is not covered by this Policy.

MyCoach Pro undertakes to comply with Regulation (EU) 2016/679 of 27 April 2016 on the protection of personal data (GDPR) and French Act No. 78-17 of 6 January 1978 as amended (French Data Protection Act).

Articulation with the DPA

When a User accesses the Platform in the context of their duties at a MyCoach Pro Client, the processing of personal data of data subjects (players, staff, etc.) is governed by a Data Processing Agreement (DPA) entered into between MyCoach Pro (Processor) and the Client (Controller). In this framework, the Client remains the Controller and MyCoach Pro acts as Processor.

This Privacy Policy primarily covers processing for which MyCoach Pro acts as Controller, namely processing relating to the Users of the Platform themselves (account management, access security, Platform improvement).

Contact of the Data Protection Officer (DPO)

For any question relating to this Policy or to the exercise of your rights, you may contact our Data Protection Officer:

- By e-mail: dpo@mycoachpro.io
- By mail: MyCoach Pro — For the attention of the Data Protection Officer, C/O Allianz Riviera, Boulevard des Jardiniers, 06200 Nice, France

1. Data processed by MyCoach Pro

In the context of the use of the Platform, MyCoach Pro processes several categories of personal data.

1.1 — User identification and account data

- First name, last name;
- Professional e-mail address;
- Professional phone number (optional);
- Profile picture (optional);

- User identifier, password (in encrypted form);
- Role and organisation (Client).

1.2 — Connection and usage data

- Connection logs: date, time, IP address, browser type, operating system;
- Usage traces: actions performed, modules consulted, session duration;
- Technical data relating to the terminal used (model, OS version, settings);
- Technical and session cookies essential to the functioning of the Platform.

1.3 — Business data (as Processor)

Business data processed within the Platform (player data, staff data, scouted persons' data, performance data, medical data, etc.) is not processed by MyCoach Pro as Controller. It is processed as Processor on behalf of the Client, under the conditions defined by the DPA.

For any question relating to such business data, the User or data subject should primarily contact the Client acting as Controller.

2. Processing purposes

The data mentioned in points 1.1 and 1.2 are processed for the following purposes:

2.1 — Providing and securing access to the Platform

- Creating and managing the User account;
- Authentication, password and access management;
- Detection and prevention of fraud or abusive use.

2.2 — Operational functioning of the Platform

- Making available the functionalities subscribed by the Client;
- Personalisation of the user experience;
- Technical and functional support.

2.3 — Security, traceability and audit

- Logging of access and actions performed;
- Monitoring, anomaly detection and investigation in case of security incident;
- Response to judicial requisitions.

2.4 — Platform improvement

- Usage analysis for product improvement purposes (on aggregated and anonymised data as far as possible);
- Testing, debugging and incident resolution.

2.5 — Communication with the User

- Notifications relating to their account and the Platform (service information, updates, security alerts);
- Communication regarding novelties and evolutions of the Platform (with the possibility of opting out).

2.6 — Legal compliance

- Compliance with legal and regulatory obligations;
- Retention for evidentiary purposes and legal defence.

3. Legal bases

In accordance with Article 6 of the GDPR, MyCoach Pro bases its processing on the following legal grounds:

Purpose	Legal basis
Providing and securing access	Performance of the contract between MyCoach Pro and the Client (Art. 6.1.b GDPR)
Operational functioning	Performance of the contract (Art. 6.1.b GDPR)
Security, traceability, audit	Legitimate interest of MyCoach Pro in ensuring the security of the Platform (Art. 6.1.f GDPR)
Platform improvement	Legitimate interest in improving its services (Art. 6.1.f GDPR)
Service communication	Performance of the contract (Art. 6.1.b GDPR)
Novelties communication	Legitimate interest of MyCoach Pro in informing its Users (Art. 6.1.f GDPR), with right to object
Legal compliance	Compliance with a legal obligation (Art. 6.1.c GDPR)

4. Retention periods

Data category	Retention period
User account data	For the entire duration of account activity, then 3 months after account deletion for finalisation of operations
Connection logs and usage traces	12 months maximum
Technical data (session cookies)	Session duration, and up to 13 months for audience measurement cookies
Business data (as Processor)	According to the durations configured by the Client in the administration console (default: 5 years after the end of the relationship with the data subject)
Data necessary for invoicing and accounting	10 years after the end of the Contract (legal obligation)

Data necessary for legal defence	Duration of current or potential judicial actions, within the applicable limitation period
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5. Recipients of the data

Your personal data is accessible to the following recipients:

5.1 — MyCoach Pro personnel

MyCoach Pro's authorised personnel, strictly within the scope of their duties and on a need-to-know basis. This personnel is bound by a confidentiality obligation.

5.2 — Sub-processors

MyCoach Pro uses sub-processors for the provision of certain technical services. The main sub-processors as of the date of this Policy are:

Sub-processor	Purpose	Location
Google Cloud Platform	Main infrastructure hosting	Belgium (EU)
Brevo	Transactional e-mail delivery	France (EU)
Google Workspace	Internal collaboration tools	EU / United States (SCCs)
Sellsy	CRM, quotes and invoicing	France (EU)
Sentry	Application error monitoring	United States (SCCs)
Datadog	Infrastructure monitoring	EU / United States (SCCs)
GitHub	Source code hosting	United States (SCCs)

An updated and complete list is available upon request at dpo@mycoachpro.io.

5.3 — AI Agent Module — AI model providers

If the User uses the AI Agent Module, the requests they formulate may be transmitted to third-party AI model providers (notably Claude, ChatGPT, Gemini, Mistral) or to agent platforms (Dust, Lovable). The AI Agent Module does not under any circumstance access health data, nor any data obtained through the APIs of third-party connected-device providers (see below).

The list of qualified models and platforms is set out in Schedule 4 of the DPA.

Exclusion of data obtained from third-party connected-device APIs. Data obtained through the application programming interfaces (APIs) of third-party connected-device providers — in particular Garmin Connect — is excluded from the AI Agent Module. Such data is never sold, shared with, or otherwise made available to any third party (other than the Client acting as Controller on whose behalf it is collected), and is never transmitted to, processed by, or made accessible to any external artificial-intelligence provider or external data-processing service. It cannot, under any circumstance, be queried, manipulated or processed by any large language model (LLM).

To enforce this exclusion, MyCoach Pro tracks the origin of each data item and applies technical filtering that removes data originating from such providers from the endpoints exposed to the AI Agent Module. Where the developer programme of another connected-device provider imposes equivalent requirements, MyCoach Pro applies the same origin-based exclusion.

5.4 — Competent authorities

MyCoach Pro may be required to transmit data to judicial or administrative authorities, upon their request and in compliance with applicable law.

6. Transfers outside the European Union

Data processed within the Platform is hosted within the European Union (Google Cloud Platform, region europe-west1, Belgium).

Certain sub-processors (Sentry, GitHub, and depending on configurations, Google Workspace and Datadog) may process data from the United States. These transfers are governed by Standard Contractual Clauses (SCCs) approved by the European Commission, in accordance with Articles 44 to 49 of the GDPR.

For the AI Agent Module, any transfers to AI model providers are also governed by GDPR mechanisms (SCCs, adequacy decisions, additional measures). The Client may subscribe to a customised version of the Module limiting use to providers established in the European Union ("EU Sovereignty" option).

7. Data security

MyCoach Pro implements appropriate technical and organisational measures to ensure data security, notably:

- Encryption of data in transit (TLS 1.2 minimum) and at rest (AES-256);
- Strong authentication (MFA available);
- Role-based access control;
- Continuous logging and monitoring;
- Automated backups and disaster recovery plan;
- Structured compliance programme via the Vanta platform (target: SOC 2 Type II and ISO 27001 certifications);
- Strict segregation of health data.

8. Your rights

In accordance with the GDPR, you have the following rights over your personal data:

8.1 — Right of access

You have the right to obtain confirmation that your data is processed and to obtain a copy.

8.2 — Right to rectification

You have the right to request the rectification of inaccurate data concerning you.

8.3 — Right to erasure

You have the right to request the erasure of your data, under the conditions provided by the GDPR.

8.4 — Right to restriction

You have the right to request the restriction of the processing of your data in certain cases.

8.5 — Right to portability

You have the right to receive your data in a structured format and to transmit it to another controller.

8.6 — Right to object

You have the right to object to the processing of your data, notably when it is based on legitimate interest.

8.7 — Right to define post-mortem directives

You have the right to define directives relating to the fate of your data after your death.

8.8 — How to exercise these rights

To exercise your rights, you may:

- Primarily contact the administrator of your organisation (Client);
- Or directly contact the MyCoach Pro DPO: dpo@mycoachpro.io.

MyCoach Pro undertakes to respond within one (1) month from receipt of the request, extendable by two (2) months in the event of particular complexity.

8.9 — Right to lodge a complaint with the CNIL

If you consider that your rights are not respected, you may lodge a complaint with the French Data Protection Authority (CNIL):

- Website: www.cnil.fr
- Mail: CNIL — 3 Place de Fontenoy, TSA 80715, 75334 Paris Cedex 07, France

9. Cookies

The Platform uses only cookies strictly necessary for its functioning (session cookies, authentication, user preferences). These cookies do not require prior consent.

No advertising or marketing tracking cookies are used on the Platform.

Anonymised audience measurement cookies may be used for Platform improvement purposes, in accordance with CNIL recommendations.

10. Amendments to the Policy

MyCoach Pro reserves the right to modify this Policy at any time to reflect regulatory, technical or organisational changes.

Any substantive modification is subject to prior information to Users by notification within the Platform or by e-mail, at least thirty (30) days before its entry into force.

The applicable version is accessible at any time at mycoachpro.io/legal/privacy-policy, at a stable versioned URL allowing the retrieval of each earlier version.

11. Governing law and jurisdiction

This Policy is governed by French law.

Any dispute relating to its interpretation or performance is subject to the exclusive jurisdiction of the Commercial Court of Nice (Tribunal de Commerce de Nice), without prejudice to the right to lodge a complaint with the CNIL.

Version 2.1 — In force as of 8 June 2026