TERMS & CONDITIONS

The Smart Tech Software Terms of Service (these “Terms”) describe your rights and responsibilities as a customer of our Products. As applicable to the specific Product, if you are being invited or added to our Products set up by a Smart Tech Software Product customer, the User Notice governs your access and end use of the Product (and not these Terms). These Terms are between you and Smart Tech Software that owns or operates the Product that you are using or accessing listed here (“Smart Tech Software”, “we” or “us”). “You” means the entity you represent in accepting these Terms or, if that does not apply, you individually. If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to these Terms; (ii) you have read and understand these Terms; and (iii) you agree to these Terms on behalf of the party that you represent. If you don’t have the legal authority to bind your employer or the applicable entity please do not click “I agree” (or similar button or checkbox) that is presented to you. PLEASE NOTE THAT IF YOU SIGN UP FOR OUR PRODUCTS USING AN EMAIL ADDRESS FROM YOUR EMPLOYER OR ANOTHER ENTITY, THEN (A) YOU WILL BE DEEMED TO REPRESENT SUCH PARTY, (B) YOUR CLICK TO ACCEPT WILL BIND YOUR EMPLOYER OR THAT ENTITY TO THESE TERMS, AND (C) THE WORD “YOU” IN THESE TERMS WILL REFER TO YOUR EMPLOYER OR THAT ENTITY.

These Terms are effective as of the date you first click “I agree” (or similar button or checkbox) or use or access our Products, whichever is earlier (the “Effective Date”). These Terms do not have to be signed in order to be binding. You indicate your assent to these Terms by clicking “I agree” (or similar button or checkbox) at the time you register for our Products, create any Products account, or place an Order for our Products. For free trial or evaluation purposes, you also indicate your assent to these Terms by accessing or using the applicable Product version.

Terms of Supply of Products

Products  
These Terms govern our Products, related Support, and Additional Services. These Terms include Our Policies (including our Privacy Policy), the Product-Specific Terms, and your Orders.

Product-Specific Terms  
Some Products may be subject to additional terms specific to that product as set forth in the Product-Specific Terms. By accessing or using our Products covered by the Product-Specific Terms, you also agree to the Product-Specific Terms.

Administration of Products

Administrators  
Through the Products, you may be able to specify certain End Users as Administrators, who will have important rights and controls over your use of Products and End User Accounts. This may include making Orders for Products or enabling Apps (which may incur fees); creating, de-provisioning, monitoring or modifying End User Accounts, and setting End User usage permissions; and managing access to Your Data by End Users or others. Administrators may also take over management of accounts previously registered using an email address belonging to your domain. Without limiting the Section below (Responsibility for End Users), which fully applies to Administrators, you are responsible for whom you allow to become Administrators and any actions they take, including as described above. You agree that our responsibilities do not extend to the internal management or administration of the Products for you.

Reseller as Administrator  
If you order Products through a Reseller, then you are responsible for determining whether the Reseller may serve as an Administrator and for any related rights or obligations in your applicable agreement with the Reseller. As between you and Smart Tech Software, you are solely responsible for any access by Reseller to your accounts or your other End User Accounts.

End User Consent  
You will provide all required disclosures to and will obtain and maintain all required consents from End Users to allow: (i) Administrators to have the access described in these Terms and the Privacy Policy; and (ii) our provision of the Products to Administrators and End Users. You will provide evidence of such consents upon our reasonable request.

Responsibility for End Users  
Our Products have various user onboarding flows. Some Products require users to be designated by Administrators; some allow users to sign up for individual accounts which can become associated with teams or organisations at a later time; and some may allow users to invite other users. You are responsible for understanding the settings and controls for each Product you use and for controlling whom you allow to become an End User. If payment is required for End Users to use or access our Products, then we are only required to provide the Products to those End Users for whom you have paid the applicable fees, and only such End Users are permitted to access and use the Products. Some Products may allow you to designate different types of End Users in which case pricing and functionality may vary according to the type of End User. You are responsible for compliance with these Terms by all End Users, including for any payment obligations. Please note that you are responsible for the activities of all your End Users, including Orders they may place and how End Users use Your Data, even if those End Users are not from your organisation or domain. We may display our User Notice to End Users at sign up, account creation, Product registration, or in-product. If you use single sign-on (SSO) for identity management of your Product(s) such that End Users will bypass these screens and our User Notice, you are responsible for displaying our User Notice to End Users and for any damages resulting from your failure to do so.

Credentials  
You must require that all End Users keep their user IDs and passwords for the Products strictly confidential and do not share such information with any unauthorised person. User IDs are granted to individual, named persons and may not be shared. You are responsible for any and all actions taken using End User Accounts and passwords, and you agree to immediately notify us of any unauthorised use of which you become aware.

Age Requirement for End Users  
The Products are not intended for, and should not be used by, anyone under the age of 16. You are responsible for ensuring that all End Users are at least 16 years old.

Domain Name Ownership  
Where you are required to specify a domain for the operation of our Products or certain Product features, we may verify that you own or control that domain. If you do not own or control the domain you specify, then we will have no obligation to provide you with the Product or Product features.

Product subscription general elements

Access to Products  
Subject to these Terms and during the applicable Subscription Term, you may access and use the Products for your own business purposes or personal use, as applicable, in accordance with these Terms, the applicable Order and the Documentation. This includes the right, as part of your authorised use of the Products, to download and use the client software associated with the Products. The rights granted to you in this Section are non-exclusive, non-sublicensable and non-transferable.

Support  
During the Subscription Term, we will provide Support for the Products in accordance with the Support and Services Policy (to the extent applicable), and the applicable Order for the Products.

Restrictions  
Except as otherwise expressly permitted in these Terms, you will not: (a) reproduce, modify, adapt or create derivative works of the Products; (b) rent, lease, distribute, sell, sublicense, transfer or provide access to the Products to a third party; (c) use the Products for the benefit of any third party; (d) incorporate any Products into our Products or service you provide to a third party; (e) interfere with or otherwise circumvent mechanisms in the Products intended to limit your use; (f) reverse engineer, disassemble, decompile, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Products, except to the extent expressly permitted by applicable law (and then only upon advance notice to us); (g) remove or obscure any proprietary or other notices contained in any Product; (h) use the Products for competitive analysis or to build competitive products; (i) publicly disseminate information regarding the performance of the Products; or (j) encourage or assist any third party to do any of the foregoing.

Our Security and Data Privacy policies

Security and Certifications  
We implement and maintain physical, technical and administrative security measures designed to protect Your Data from unauthorised access, destruction, use, modification, or disclosure. We also maintain a compliance program that includes independent third-party audits and certifications. Our cloud services are provided by AWS and all rights and access is subject to their terms & conditions & security.

Privacy  
We collect certain data and information about you and your End Users in connection with you and your End Users’ use of the Products and otherwise in connection with these Terms. We collect and use all such data and information in accordance with our Privacy Policy, which you acknowledge.

Improving Products  
We aim to continually improve the Products. In order to do so, we use analytic techniques to better understand how our Products are being used. For more information on these techniques and the type of data collected, please read our Privacy Policy.

Relevant Country Law  
Nothing in these Terms prevents us from disclosing Your Data to the extent required by law, subpoenas or court orders, but we will use commercially reasonable efforts to notify you where we are permitted to do so. Smart Tech Software strives to balance your privacy rights with other legal requirements.

GDPR & Data Processing  
We support the data protection laws relevant to each country that we operate within.

Your Security and Data Privacy policies

Using Your Data to provide Products to You  
You retain all right, title and interest in and to Your Data in the form submitted to the Products. Subject to these Terms, and solely to the extent necessary to provide the Products to you, you grant us a worldwide, limited term license to access, use, process, copy, distribute, perform, export, and display Your Data. Solely to the extent that reformatting Your Data for display in our Products constitutes a modification or derivative work, the foregoing license also includes the right to make modifications and derivative works. We may also access your accounts, End User Accounts, and your Products with End User permission in order to respond to your support requests.

Your Data Compliance Obligations  
You and your use of Products (including use by your End Users) must comply at all times with these Terms, the Acceptable Use Policy and all Laws. You represent and warrant that: (i) you have obtained all necessary rights, releases and permissions to submit all Your Data to the Products and to grant the rights granted to us in these Terms and (ii) Your Data and its submission and use as you authorise in these Terms will not violate (1) any Laws, (2) any third-party intellectual property, privacy, publicity or other rights, or (3) any of your or third-party policies or terms governing Your Data. Other than our express obligations this Section, we assume no responsibility or liability for Your Data, and you are solely responsible for Your Data and the consequences of submitting and using it with the Products.

No Prohibited Sensitive Personal Information  
You will not submit to the Products (or use the Products to collect) any Sensitive Personal Information unless its processing is expressly supported as a feature of the applicable Product in the applicable Documentation. Notwithstanding any other provision to the contrary, we have no liability under these Terms for Sensitive Personal Information submitted in violation of the foregoing.

Your Data Indemnity Obligations  
You will defend, indemnify and hold harmless us (and our Affiliates, officers, directors, agents and employees) from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable legal fees and costs) resulting from any claim arising from or related to (i) your breach of End User Consent or any claims or disputes brought by your End Users arising out of their use of Products, (ii) your breach (or alleged breach) of Your Data Compliance Obligations or No Prohibited Sensitive Personal Information; or (iii) Your Data. This indemnification obligation is subject to you receiving (a) prompt written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice); (b) the exclusive right to control and direct the investigation, defence or settlement of such claim and (c) all reasonably necessary cooperation by us at your expense.

Removal and Suspension  
We have no obligation to monitor any content uploaded to the Products. Nonetheless, if we deem such action necessary based on your violation of these Terms, including Our Policies, or in response to takedown requests that we receive following our guidelines for Reporting Copyright and Trademark Violations, we may (1) remove Your Data from the Products or (2) suspend your access to the Products. We will use reasonable efforts to provide you with advance notice of removals and suspensions when practicable, but if we determine that your actions endanger the operation of the Product or other users, we may suspend your access or remove Your Data immediately without notice. We have no liability to you for removing or deleting Your Data from or suspending your access to any Products as described in this Section.

Third-party software integration with the Products.

Third-Party Provider  
Any third-party provider’s use of Your Data is subject to the applicable agreement between you and such third-party provider. We are not responsible for any access to or use of Your Data by third party providers or their products or services, or for the security or privacy practices of any third-party provider or its products or services. You are solely responsible for your decision to permit any third-party provider or third-party product or service to use Your Data. It is your responsibility to carefully review the agreement between you and the third-party provider, as provided by the applicable third-party provider. WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD-PARTY PRODUCTS OR SERVICES (WHETHER SUPPORT, AVAILABILITY, SECURITY OR OTHERWISE) OR FOR THE ACTS OR OMISSIONS OF ANY THIRD-PARTY PROVIDERS.

Additional Services

Your Data  
You agree to provide us with reasonable access to Your Data as reasonably necessary for our provision of Additional Services. If you do not provide us with timely access to Your Data, our performance of Additional Services will be excused until you do so. You retain your rights in Your Data, subject to our ownership of any Products or any of Our Technology underlying Your Data. We will use Your Data solely for purposes of performing the Additional Services. You represent and warrant that you have all necessary rights in Your Data to provide them to us for such purposes.

Billing, renewals, and payment

Monthly and Annual Plans  
Except for Free Trial or Development Products, all Products are offered either on a monthly subscription basis or an annual subscription basis.

Renewals  
Except as otherwise specified in your Order, unless either party cancels your subscription prior to expiration of the current Subscription Term, your subscription will automatically renew for another Subscription Term of a period equal to your initial Subscription Term. You will provide any notice of non-renewal through the means we designate, which may include account settings in the Products or contacting our support team. Cancelling your subscription means that you will not be charged for the next billing cycle, but you will not receive any refunds or credits for amounts that have already been charged. All renewals are subject to the applicable Product continuing to be offered and will be charged at the then current rates.

Adding Users  
You may add users, increase storage limits, or otherwise increase your use of Products by placing a new Order or modifying an existing Order. Unless otherwise specified in the applicable Order, we will charge you for any increased use at our then-current rates, prorated for the remainder of the then current Subscription Term.

Payment  
You will pay all fees in accordance with each Order, by the due dates and in the currency specified in the Order. If a PO number is required in order for an invoice to be paid, then you must provide such PO number at time of Order.

Delivery  
We will deliver the login instructions for Products to your account or through other reasonable means no later than when we have received payment of the applicable fees. You are responsible for accessing your account to determine that we have received payment and that your Order has been processed. All deliveries under these Terms will be electronic.

Our returns policy  
As part of our commitment to customer satisfaction and without limiting any performance warranty, you may terminate your initial Order of our Products under these Terms, for no reason or any reason, by providing notice of termination to us no later than thirty (30) days after the Order date for such Product. In the event you terminate your initial Order, at your request (which may be made through your account with us), we will refund you the amount paid under such Order. These termination and refund rights apply only to your initial Order of the Product and only if you exercise your termination right within the period specified above, and does not apply to Additional Services. You understand that we may change this practice in the future.

Relevant Government Taxes

Taxes  
Your fees under these Terms exclude any taxes or duties payable in respect of the Products in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by us, you must pay to us the amount of such taxes or duties in addition to any fees owed under these Terms. Notwithstanding the foregoing, if you have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed, you may provide us with such exemption information, and we will use reasonable efforts to provide you with invoicing documents designed to enable you to obtain a refund or credit from the relevant revenue authority, if such a refund or credit is available.

Withholding Taxes  
You will pay all fees net of any applicable withholding taxes. You and we will work together to avoid any withholding tax if exemptions, or a reduced treaty withholding rate, are available. If we qualify for a tax exemption, or a reduced treaty withholding rate, we will provide you with reasonable documentary proof. You will provide us reasonable evidence that you have paid the relevant authority for the sum withheld or deducted.

Reseller additional Terms

If you make any purchases through an authorised partner or reseller of Smart Tech Software (“Reseller”):

* Instead of paying us, you will pay the applicable amounts to the Reseller, as agreed between you and the Reseller. We may suspend or terminate your rights to use the Products if we do not receive the corresponding payment from the Reseller and any recourse or damages in relation to the Products will be solely between You and the Reseller.
* Your order details (e.g., the Products you are entitled to use, the number of End Users, the Subscription Term, etc.) will be as stated in the Order placed with us by the Reseller on your behalf, and Reseller is responsible for the accuracy of any such Order as communicated to us.
* If you are entitled to a refund under these Terms, then unless we otherwise specify, we will refund any applicable fees to the Reseller and the Reseller will be solely responsible for refunding the appropriate amounts to you.
* Resellers are not authorised to modify these Terms or make any promises or commitments on our behalf, and we are not bound by any obligations to you other than as set forth in these Terms.
* The amount paid or payable by the Reseller to us for your use of the applicable Product under these Terms will be deemed the amount actually paid or payable by you to us under these Terms.

Contingencies on other products of future functionality

You acknowledge that the Products and Additional Services referenced in an Order are being purchased separately from any of our other products or services. Payment obligations for any products or services are not contingent on the purchase or use of any of our other products (and for clarity, any purchases of Products and Additional Services are separate and not contingent on each other, even if listed on the same Order). You agree that your purchases are not contingent on the delivery of any future functionality or features (including future availability of any Products beyond the current Subscription Term), or dependent on any oral or written public comments we make regarding future functionality or features.

Evaluations, trials, and betas

We may offer certain Products to you at no charge, including free accounts, trial use and Beta Versions as defined below (collectively, “No-Charge Products”). Your use of No-Charge Products is subject to any additional terms that we specify and is only permitted during the Subscription Term we designate (or, if not designated, until terminated in accordance with these Terms). Except as otherwise set forth, the terms and conditions of these Terms governing Products, including all Section & Restrictions), fully apply to No-Charge Products. We may modify or terminate your right to use No-Charge Products at any time and for any reason in our sole discretion, without liability to you. You understand that any pre-release and Beta Products, and any pre-release and beta features within generally available Products, that we make available (collectively, “Beta Versions”) are still under development, may be inoperable or incomplete and are likely to contain more errors and bugs than generally available Products. We make no promises that any Beta Versions will ever be made generally available. In some circumstances, we may charge a fee in order to allow you to access Beta Versions, but the Beta Versions will still remain subject to this Section. All information regarding the characteristics, features or performance of any No-Charge Products (including Beta Versions) constitutes our Confidential Information. To the maximum extent permitted by applicable law, we disclaim all obligations or liabilities with respect to No-Charge Products, including any Support, warranty and indemnity obligations.

Intellectual Property Rights in the Product Feedback

Products are made available on a limited access basis, and no ownership right is conveyed to you, irrespective of the use of terms such as “purchase” or “sale”. We and our licensors have and retain all right, title and interest, including all intellectual property rights, in and to our technology (including the Products). From time to time, you may choose to submit Feedback to us. We may in connection with any of our products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in these Terms limits our right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

Confidentiality

Except as otherwise set forth in these Terms, each party agrees that all code, inventions, know-how and business, technical and financial information disclosed to such party (“Receiving Party”) by the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party (“Confidential Information”), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any of Our Technology and any performance information relating to the Products will be deemed our Confidential Information without any marking or further designation. Except as expressly authorised herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under these Terms. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that they are bound to confidentiality obligations no less protective of the Disclosing Party than this Section and that the Receiving Party remains responsible for compliance by them with the terms of this Section. The Receiving Party's confidentiality obligations will not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information, if so required, pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

Term and Termination

Term  
These Terms are effective as of the Effective Date and expire on the date of expiration or termination of all Subscription Terms.

Termination for Cause  
Either party may terminate these Terms (including all related Orders) if the other party (a) fails to cure any material breach of these Terms within thirty (30) days after notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors’ arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

Termination for Convenience  
You may choose to stop using the Products and terminate these Terms (including all Orders) at any time for any reason upon written notice to us, but, unless you are exercising your right to terminate early pursuant to our return policy, upon any such termination (i) you will not be entitled to a refund of any pre-paid fees and (ii) if you have not already paid all applicable fees for the then current Subscription Term or related services period (as applicable), any such fees that are outstanding will become immediately due and payable.

Effects of Termination  
Upon any expiration or termination of these Terms, you must cease using all Products and delete (or at our request, return) all Confidential Information or other materials of ours in your possession, including on any third-party systems operated on your behalf. You will certify such deletion upon our request. You will not have access to Your Data (and we may delete all of Your Data unless legally prohibited) after expiration or termination of these Terms (or its applicable Subscription Term), so you should make sure to export Your Data using the functionality of the Products during the applicable Subscription Term. If you terminate these Terms in accordance with Termination for Cause, we will not refund you any prepaid fees covering the remainder of the then current Subscription Term after the effective date of termination. If we terminate these Terms in accordance with Termination for Cause, you will pay any unpaid fees covering the remainder of the then current Subscription Term after the effective date of termination. In no event will termination relieve you of your obligation to pay any fees payable to us for the period prior to the effective date of termination. Except where an exclusive remedy may be specified in these Terms, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under these Terms, by law or otherwise.

Survival  
The following provisions will survive any termination or expiration of these Terms: Restrictions, Your Indemnity, Third-Party Products, Payment, Taxes not included, Evaluations, trials, and betas, disclaimers and use restrictions only, IP Rights in the Products and Feedback, Confidentiality, Term and Termination, Warranty Disclaimer, Limitations of Liability, IP Indemnification (but solely with respect to claims arising from your use of Products during the Subscription Term), Dispute Resolution and General Provisions.

Warranties and Disclaimer

Mutual Warranties  
Each party represents and warrants that it has the legal power and authority to enter into these Terms.

Our Warranties  
We warrant, for your benefit only, that we use commercially reasonable efforts to prevent introduction of viruses, Trojan horses or similar harmful materials into the Products (but we are not responsible for harmful materials submitted by you or End Users) (the “Performance Warranty”).

Warranty Remedy  
We will use commercially reasonable efforts, at no charge to you, to correct reported non-conformities with the Performance Warranty. If we determine corrections to be impracticable, either party may terminate the applicable Subscription Term. In this case, you will not receive a refund of any fees you have pre-paid for use of the Product for the terminated portion of the applicable Subscription Term. The Performance Warranty will not apply: (i) unless you make a claim within thirty (30) days of the date on which you first noticed the non-conformity, (ii) if the non-conformity was caused by misuse, unauthorised modifications or third-party products, software, services or equipment or (iii) to No-Charge Products. Our sole liability, and your sole and exclusive remedy, for any breach of the Performance Warranty are set forth in this Section.

WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, ALL PRODUCTS, SUPPORT AND ADDITIONAL SERVICES ARE PROVIDED “AS IS,” AND WE AND OUR SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING OUR EXPRESS OBLIGATIONS IN THESE TERMS, WE DO NOT WARRANT THAT YOUR USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT WE WILL REVIEW YOUR DATA FOR ACCURACY OR THAT WE WILL PRESERVE OR MAINTAIN YOUR DATA WITHOUT LOSS. YOU UNDERSTAND THAT USE OF THE PRODUCTS NECESSARILY INVOLVES TRANSMISSION OF YOUR DATA OVER NETWORKS THAT WE DO NOT OWN, OPERATE OR CONTROL, AND WE ARE NOT RESPONSIBLE FOR ANY OF YOUR DATA LOST, ALTERED, INTERCEPTED OR STORED ACROSS SUCH NETWORKS. WE CANNOT GUARANTEE THAT OUR SECURITY PROCEDURES WILL BE ERROR-FREE, THAT TRANSMISSIONS OF YOUR DATA WILL ALWAYS BE SECURE OR THAT UNAUTHORISED THIRD PARTIES WILL NEVER BE ABLE TO DEFEAT OUR SECURITY MEASURES OR THOSE OF OUR THIRD-PARTY SERVICE PROVIDERS. WE WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE OUR REASONABLE CONTROL. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

Limitation of Liability

Consequential Damages Waiver  
EXCEPT FOR EXCLUDED CLAIMS (AS DEFINED BELOW), NEITHER PARTY (NOR ITS SUPPLIERS) WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

Liability Cap  
EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY’S AND ITS SUPPLIERS’ AGGREGATE LIABILITY TO THE OTHER ARISING OUT OF OR RELATED TO THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE BY YOU TO US UNDER THESE TERMS IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

Excluded Claims  
“Excluded Claims” means (1) amounts owed by you under any Orders, (2) either party’s express indemnification obligations in these Terms, and (3) your breach of Section 3.3 (Restrictions) or of Combining the Products with Open-Source Software of Third-Party Code in Our Products.

Nature of Claims and Failure of Essential Purpose  
The parties agree that the waivers and limitations specified in this Section apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose.

IP Indemnification  
We will defend you against any claim brought against you by a third party alleging that the Products, when used as authorised under these Terms, infringe any third-party patent, copyright or trademark, or misappropriates any third-party trade secret enforceable in any jurisdiction that is a signatory to the Berne Convention (a “Claim”), and we will indemnify you and hold you harmless against any damages and costs finally awarded on the Claim by a court of competent jurisdiction or agreed to via settlement executed by us (including reasonable legal fees), provided that we have received from you: (a) prompt written notice of the Claim (but in any event notice in sufficient time for us to respond without prejudice); (b) reasonable assistance in the defence and investigation of the Claim, including providing us a copy of the Claim, all relevant evidence in your possession, custody, or control, and co-operation with evidentiary discovery, litigation, and trial, including making witnesses within your employ or control available for testimony; and (c) the exclusive right to control and direct the investigation, defence, and settlement (if applicable) of the Claim. If your use of the Products is (or in your opinion is likely to be) enjoined, whether by court order or by settlement, or if we determine such actions are reasonably necessary to avoid material liability, we may, at our option and in our discretion: (i) procure the right for your continued use of the Product in accordance with these Terms; (ii) substitute a substantially functionally similar Product; or (iii) terminate your right to continue using the Product and refund any prepaid amounts for the terminated portion of the Subscription Term. Our indemnification obligations above do not apply: (1) if the total aggregate fees we receive with respect to your subscription to our Products in the twelve (12) month period immediately preceding the Claim is less than £1,000; (2) if the Product is modified by any party other than us, but solely to the extent the alleged infringement is caused by such modification; (3) if the Product is used in combination with any non-authorised product, software, service or equipment, but solely to the extent the alleged infringement is caused by such combination; (4) to unauthorised use of Products; (5) to any Claim arising as a result of (y) Your Data or circumstances covered by your indemnification obligations in Your Indemnity or (z) any third-party deliverables or components contained with the Products or (6) if you settle or make any admissions with respect to a Claim without our prior written consent. THIS SECTION IP INDEMNIFICATION STATES OUR SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH ANY PRODUCT OR OTHER ITEMS WE PROVIDE UNDER THESE TERMS.

Publicity Rights  
We may identify you as an OUR customer in our promotional materials. We will promptly stop doing so upon your request sent to the email address provided by us.

Dispute Resolution

Informal Resolution  
In the event of any controversy or claim arising out of or relating to these Terms, the parties will consult and negotiate with each other and, recognising their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach settlement within a period of sixty (60) days, either party may pursue relief as may be available under these Terms pursuant to Governing Law; Jurisdiction. All negotiations pursuant to this Section will be confidential and treated as compromise and settlement negotiations for purposes of all rules and codes of evidence of applicable legislation and jurisdictions.

Governing Law; Jurisdiction  
These Terms will be governed by and construed in accordance with the applicable laws of the UK, without giving effect to the principles of those laws relating to conflicts of laws. Each party irrevocably agrees that any legal action, suit or proceeding arising out of or related to these Terms must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the Scottish Court system in the UK, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the Scottish Court system in the UK, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. In any action or proceeding to enforce a party’s rights under these Terms, the prevailing party will be entitled to recover its reasonable costs and legal fees.

Injunctive Relief; Enforcement  
Notwithstanding the provisions of Informal Resolution and Governing Law; Jurisdiction, nothing in these Terms will prevent us from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

Exclusion of UN Convention and UCITA and any other international agreements  
The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to these Terms. The Uniform Computer Information Transactions Act (UCITA) will not apply to these Terms regardless of when or where adopted.

Export Restrictions

The Products are subject to export restrictions by the UK government and may be subject to import restrictions by certain foreign governments, and you agree to comply with all applicable export and import laws and regulations in your access to, use of, and download of the Products (or any part thereof). You shall not (and shall not allow any third-party to) remove or export from the United States or allow the export or re-export of any part of the Products or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on any national Denied Persons, Entity, or Unverified Lists or a any national list of Specially Designated Nationals and Consolidated Sanctions list (collectively, “Prohibited Persons”); (c) to any country to which such export or re-export is restricted or prohibited, or as to which the UK government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any UK or foreign agency or authority. You represent and warrant that (i) you are not located in, under the control of, or a national or resident of any such prohibited country and (ii) none of Your Data is controlled under the UK International Traffic in Arms Regulations or similar Laws in other jurisdictions. You also certify that you are not a Prohibited Person nor owned, controlled by, or acting on behalf of a Prohibited Person. You agree not to use or provide the Products for any prohibited end use, including to support any nuclear, chemical, or biological weapons proliferation, or missile technology, without the prior permission of the UK government.

Changes to these Terms  
  
We may modify the terms and conditions of these Terms (including Our Policies) from time to time, with notice to you in accordance with Notices or by posting the modified Terms on our website. Together with notice, we will specify the effective date of the modifications.

No-Charge Products  
You must accept the modifications to continue using the No-Charge Products. If you object to the modifications, your exclusive remedy is to cease using the No-Charge Products.

Paid Subscriptions  
Except as otherwise indicated below, modifications to these Terms will take effect at the next renewal of your Subscription Term and will automatically apply as of the renewal date unless you elect not to renew pursuant to Renewals. Notwithstanding the foregoing, in some cases (e.g., to address compliance with Laws, or as necessary for new features) we may specify that such modifications become effective during your then current Subscription Term. If the effective date of such modifications is during your then current Subscription Term and you object to the modifications, then (as your exclusive remedy) you may terminate your affected Orders upon notice to us, and we will not refund you any fees you have pre-paid for use of the affected Products for the terminated portion of the applicable Subscription Term. You must provide us with notice of your objection and termination within thirty (30) days of us providing notice of the modifications. For the avoidance of doubt, any Order is subject to the version of these Terms in effect at the time of the Order.

Our Policies  
We may modify Our Policies to take effect during your then current Subscription Term in order to respond to changes in our products, our business, or Laws. In this case, unless required by Laws, we agree not to make modifications to Our Policies that, considered as a whole, would substantially diminish our obligations during your then current Subscription Term. Modifications to Our Policies will take effect automatically as of the effective date specified for the updated policies.

Changes to the Products

You acknowledge that the Products are on-line, subscription-based products, and that in order to provide improved customer experience we may make changes to the Products, and we may update the applicable Documentation accordingly. Subject to our obligation to provide Products and Additional Services under existing Orders, we can discontinue any Products, any Additional Services, or any portion or feature of any Products for any reason at any time without liability to you.

General Provisions

Notices  
Any notice under these Terms must be given in writing. We may provide notice to you through your Notification Email Address, your account or in-product notifications. You agree that any electronic communication will satisfy any applicable legal communication requirements, including that such communications be in writing. Any notice to you will be deemed given upon the first business day after we send it. You will provide notice to us by post to our registered address. Your notices to us will be deemed given upon receipt.

Force Majeure  
Neither party will be liable to the other for any delay or failure to perform any obligation under these Terms (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

Assignment  
You may not assign or transfer these Terms without our prior written consent. As an exception to the foregoing, you may assign these Terms in their entirety (including all Orders) to your successor resulting from a merger, acquisition, or sale of all or substantially all of your assets or voting securities, provided that you provide us with prompt written notice of the assignment and the assignee agrees in writing to assume all of your obligations under these Terms. Any attempt by you to transfer or assign these Terms except as expressly authorised above will be null and void. We may assign our rights and obligations under these Terms (in whole or in part) without your consent. We may also permit our Affiliates, agents and contractors to exercise our rights or perform our obligations under these Terms, in which case we will remain responsible for their compliance with these Terms. Subject to the foregoing, these Terms will inure to the parties’ permitted successors and assigns.

Entire Agreement  
These Terms are the entire agreement between you and us relating to the Products and any other subject matter covered by these Terms, and supersede all prior or contemporaneous oral or written communications, proposals and representations between you and us with respect to the Products or any other subject matter covered by these Terms. No provision of any purchase order or other business form employed by you will supersede or supplement the terms and conditions of these Terms, and any such document relating to these Terms will be for administrative purposes only and will have no legal effect.

Conflicts  
In event of any conflict between the main body of these Terms and either Our Policies or Product-Specific Terms, Our Policies or Product Specific Terms (as applicable) will control with respect to their subject matter.

Waivers; Modifications  
No failure or delay by the injured party to these Terms in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity. Except as set forth in Changes to these Terms, any amendments or modifications to these Terms must be executed in writing by an authorised representative of each party.

Interpretation  
As used herein, “including” (and its variants) means “including without limitation” (and its variants). Headings are for convenience only. If any provision of these Terms is held to be void, invalid, unenforceable or illegal, the other provisions will continue in full force and effect.

Independent Contractors  
The parties are independent contractors. These Terms will not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give either party the express or implied right, power or authority to create any duty or obligation of the other party.

Definitions

Certain capitalised terms are defined in this Section, and others are defined contextually in these Terms.

“Additional Services” means any other services provided, any training services or priority support or other services related to the Products we provide to you, as identified in an Order. For the avoidance of doubt, Additional Services do not include the standard level of support included in your subscription.

“Administrators” mean the personnel designated by you who administer the Products to End Users on your behalf.

“Affiliate” means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party, where “control” means the power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of greater than 50% of the shares or other equivalent voting interests of the entity.

“Products” means our hosted or cloud-based solutions, including any client software we provide as part of the Products.

“Documentation” means our standard published documentation for the Products, currently located online, at our registered office, or provided to you in hard copy form.

“End User” means an individual you or an Affiliate permits or invites to use the Products. For the avoidance of doubt: (a) individuals invited by your End Users, (b) individuals under managed accounts, and (c) individuals interacting with our Products as your customer are also considered End Users.

“End User Account” means an account established by you or an End User to enable the End User to use or access our Products.

“Feedback” means comments, questions, ideas, suggestions or other feedback relating to the Products, Support or Additional Services.

“Laws” means all applicable local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications and the exportation of technical or personal data.

“Notification Email Address” means the email address(es) you used to register for our Products account or otherwise sign up for our Products. It is your responsibility to keep your email address(es) valid and current so that we are able to send notices, statements, and other information to you.

“Order” means our applicable online order page(s), flows, in-product screens or any other approved ordering document or process describing the products and services you are ordering from us and, as applicable, their permitted scope of use. As applicable, the Order will identify: (i) the Products, (ii) the number of End Users, Subscription Term, domain(s) associated with your use of Products, storage capacity or limits, or other scope of use parameters and (iii) (for paid Orders) the amount or rate you will be charged, the billing and renewal terms, applicable currency, and form of payment. Orders may also include Additional Services and No-Charge Products.

“Our Deliverables” means any materials, deliverables, modifications, derivative works or developments that we provide in connection with any Additional Services.

“Our Policies” means our Acceptable Use Policy, guidelines for Reporting Copyright and Trademark Violations, Online Community Platforms Terms of Use, Privacy Policy, Support Policy, Enterprise Support and Services Policy, terms for Third Party Code in our Products, and (unless specified) any other policies or terms referenced in these Terms.

“Our Technology” means the Products (including all No-Charge Products), Our Deliverables, their “look and feel”, any and all related or underlying technology and any modifications or derivative works of the foregoing, including as they may incorporate Feedback.

“PCI DSS” means the Payment Card Industry Data Security Standards.

“PO” means a purchase order.

“Product-Specific Terms” means additional terms that apply to certain Products and Additional Services.

“Sensitive Personal Information” means any (i) special categories of personal data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation; (ii) credit, debit or other payment card data subject to PCI DSS; (iii) other personal information subject to regulation or protection under specific laws, related rules or regulations; (iv) social security numbers, driver’s licence numbers or other ID numbers; or (v) any data similar to the foregoing that is protected under foreign or domestic laws or regulations.

“Subscription Term” means your permitted subscription period for our Products, as set forth in the applicable Order.

“Support” means support for the Products, as further described in the Support Policy and Enterprise Support and Services Policy (to the extent applicable). Your Support level will be specified in the applicable Order.

“Training” means our provided training and certification services.

“Your Data” means any data, content, code, video, images or other materials of any type that you (including any of your End Users) submit to Products. In this context, “submit” (and any similar term) includes submitting, uploading, transmitting or otherwise making available Your Data to or through the Products.

“Your Materials” means your materials, systems, personnel or other resources.

ACCEPTABLE USE POLICY

This Acceptable Use Policy (“AUP”) describes acceptable use of and access to any Product offered by Smart Tech Software, including any Mobile Apps, whether it is provided directly or through another party. By accessing or using the Products, Customer agrees to the terms of this AUP and will be held responsible for any violations hereof. Without Customer’s agreement to abide by this AUP, Smart Tech Software cannot provide the Products. Use of the Smart Tech Software Products shall be subject to the Smart Tech Software Privacy Policy.

Unless otherwise defined herein, or in the Agreement between Customer and Smart Tech Software, all capitalised terms used within this AUP have the following meaning:

Customer: a company, or its representative with a current agreement with Smart Tech Software for the purchase of Products or a user of a free trial version of Smart Tech Software.

Customer Data: all items uploaded to the Products.

Intellectual Property Rights: all and any copyright, know-how, rights in inventions, patents, trade secrets, trade-marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, the right to sue for passing off, utility models, domain names, rights in goodwill and all similar or equivalent rights and in each case, whether registered or not, including any application to protect or register such rights and all renewals and extensions of such rights or applications, whether vested, contingent or future, and wherever existing.

Products: Smart Tech Software products and services, including Smart Tech Software trial versions, additional products purchased, and any modified, updated or enhanced versions of such products and services that Smart Tech Software may make available.

Prohibited use and content

Customer may not upload Customer Data or use the Products in a manner that:

* violates any local, state, national, foreign or international Regulations, including data protection and privacy regulations, or fails to secure all required consents from data subjects;
* advocates or induces illegal activity;
* infringes or misappropriates the Intellectual Property Rights of another party;
* publishes, posts, uploads, or otherwise distributes any software, music, videos, or other material protected by intellectual property laws (or by rights of privacy or publicity), unless Customer has all rights and consents required to do so;
* is threatening, abusive, harassing, stalking or defamatory;
* is deceptive, false, misleading or fraudulent;
* modifies, alters, tampers with, repairs, reverse engineers, disassembles, decompiles or otherwise creates derivative works of any software included in the Products (except to the extent this is expressly permitted under a separate license agreement for the creation of derivative works);
* is invasive of another’s privacy or otherwise violates another’s legal rights (such as rights of privacy and publicity);
* involves uploading files that contain viruses, malware, corrupted files, or any other similar software or programs that may damage the operation of another person's computer;
* interferes with or disrupts the Products or servers or networks connected to the Products;
* uses any high-volume automated means (including robots, spiders, scripts or similar data gathering or extraction methods) to access the Products or any other accounts, computer systems, or networks connected to the Products (each a "System");
* download any file that Customer knows, or reasonably should know, cannot be legally distributed in that way;
* falsifies or deletes any author attributions, legal or proprietary designations, labels of the origin or source of software, or other material contained in a file that is uploaded;
* restricts or inhibits any other Customer from using the Products;
* harvests or otherwise collects information about others, including e-mail addresses, without their consent;
* violates the usage standards or rules of an entity affected by Customer’s use, including without limitation any internet service provider (or ISP), ESP, or news or user group (including, for example, circumventing or exceeding equipment use rights and restrictions and/or location and path identification detail); and/or
* is legally actionable between private parties.

Customer will use the Products for Customer’s internal business purposes and will not violate the security or integrity of our Products in any way, including but not limited to:

* wilfully tamper with the security of the Products;
* accessing data on the Products not intended for Customer
* logging into a server or account on the Products that Customer is not authorised to access;
* attempting to probe, scan, or test the vulnerability of any Products or to breach the security or authentication measures without proper authorization;
* wilfully rendering any part of the Products unusable;
* attempting to gain unauthorised access to any portion of the Products whether through hacking, password mining, or any other means;
* monitoring data or traffic on a system without permission;
* leasing, distributing, licensing, selling, or otherwise commercially exploiting the Products or making the Products available to a third party other than as contemplated in the Agreement;
* using the Products for timesharing or service bureau purposes, or otherwise for the benefit of a third party without our prior written consent; and/or
* providing to third parties any evaluation version of the Products without our prior written consent​.
* No SPAM Permitted; Email Opt-Out Requirements

Customer may not use the Products in any way (directly or indirectly) to send, transmit, handle, distribute or deliver:

* unsolicited email ("spam" or "spamming") or commercial electronic messages in violation of any applicable laws;
* email to an address obtained via Internet harvesting methods or any surreptitious methods (e.g., scraping or harvesting); or
* email to an address that is incomplete, inaccurate and/or not updated for all applicable opt-out notifications, using best efforts and best practices in the industry.

Customer warrants that Customer will promptly comply with all opt-out, unsubscribe, "do not call", and "do not send" requests from users of Customer’s services and recipients of Customer’s emails. Customer further warrants that each email Customer sends or which is sent on Customer’s behalf using the Products will contain:

* header information that is not false or misleading; and
* an advisement that the recipient may unsubscribe, opt-out or otherwise demand that use of its information for unsolicited, impermissible, and/or inappropriate communication(s) as described in this AUP be stopped, and must clearly indicate how the recipient can notify Customer that it wants to unsubscribe, opt-out, or stop this use of its information.
* These requirements may not apply if the email concerned is strictly transactional in nature and/or these requirements are otherwise subject to a legal exception.
* Prohibited Email Content and Formatting; Email Best Practices
* Customer is prohibited from using the Products to send emails to addresses acquired from purchased lists.

Emails sent, or caused to be sent to or through the Products, may not:

* contain false or misleading information or content or use or contain invalid or forged headers or invalid or non-existent domain names;
* employ any technique to otherwise misrepresent, hide, or obscure any information in identifying the point of origin or the transmission path or any other means of deceptive addressing;
* use a third party's internet domain name without their consent, or be relayed from or through a third party's equipment without the third party’s permission; or
* use Smart Tech Software’s trademark(s), tagline(s), or logo(s) without our prior written consent and, with such consent, only pursuant to the limits placed on any such use.

Smart Tech Software Trademark Use

Unless Customer has Smart Tech Software’s express prior written permission, Customer may not use, remove, or alter any name, logo, tagline, or other mark of Smart Tech Software or the Products, or any identifier or tag generated by the Products, including without limitation:

* as a hypertext link to any website or other location (except as provided for or enabled expressly by us);
* to imply identification with Smart Tech Software as an employee, contractor, agent, or other similar representative capacity.

Customer Reporting Suspected Violations

Customer can report abuse of this AUP to legal@SmartTechSoftware.com. If Customer is the recipient of email messages sent using the Products that Customer knows or suspect were sent in violation of this AUP, Smart Tech Software encourages Customer to report this to Smart Tech Software by forwarding an unaltered copy of the received email.

Assessing Compliance with the AUP

Smart Tech Software has the sole discretion to determine whether Customer Data or Customer's use of the Products is prohibited. All Customer Data that is provided to Smart Tech Software or actions that are performed via Customer's account, whether provided or performed by Customer's employees, Customer's contractors, or Customer's customers and end users, are the sole responsibility of Customer.

Monitoring and Enforcement

Smart Tech Software may:

* investigate violations of this AUP or misuse of the Products;
* take measures to prevent security threats, fraud, or other illegal, malicious, or inappropriate activity;
* notify Customer of violations of this AUP or misuse of the Products, remove any prohibited materials and deny access to any person who violates this AUP.
* suspend or terminate Products used in a way that violates this AUP or any other agreement Customer has with Smart Tech Software for the use of the Products;
* use its discretion in developing and implementing mechanisms to enforce this AUP;
* report any Customer activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties.

Smart Tech Software’s reporting may include disclosing necessary Customer information and may be required to disclose information regarding Customer’s use of any Products to satisfy any law, regulation, government request, court order, subpoena, or other legal process. If Smart Tech Software makes this type of required disclosure Smart Tech Software will notify Customer, unless Smart Tech Software is required to keep the disclosure confidential.

Updates to the AUP

Smart Tech Software may update and change any part or all of this AUP. If Smart Tech Software updates or changes this AUP, the updated AUP will be posted publicly at www.SmartTechSoftware.com/en/legal. Smart Tech Software will notify Customer with an email and a notification in the Smart Tech Software Product. The updated AUP will become effective and binding thirty (30) days after it has been posted. When Smart Tech Software changes this AUP, the "Updated" date below will be changed to reflect the date of the most recent version (“Update Effective Date”). Smart Tech Software encourages Customer to review the online AUP periodically. If Customer objects to any such changes, Customer's sole recourse shall be to cease using the Products. Continued use of the Products following the Update Effective Date of any such changes shall indicate Customer's acknowledgement of such changes and agreement to be bound by the updated AUP.

PRIVACY POLICY

What this policy covers  
Your privacy is important to us, and so is being transparent about how we collect, use, and share information about you. This policy is intended to help you understand:

This Privacy Policy covers the information we collect about you when you use our products or services, or otherwise interact with us (for example, by attending our premises or events or by communicating with us), unless a different policy is displayed. We and us refers to our Company and any of our corporate affiliates. We offer a wide range of products, including our cloud, server and data centre products. We refer to all of these products, together with our other services and websites as "Services" in this policy.

This policy also explains your choices surrounding how we use information about you, which include how you can object to certain uses of information about you and how you can access and update certain information about you. If you do not agree with this policy, do not access or use our Services or interact with any other aspect of our business.

Where we provide the Services under contract with an organisation (for example, your employer) that organisation controls the information processed by the Services. For more information, please see Notice to End Users below. This policy does not apply to the extent we process personal information in the role of a processor on behalf of such organisations.

What information we collect about you  
We collect information about you when you provide it to us, when you use our Services, and when other sources provide it to us, as further described below.

Information you provide to us  
We collect information about you when you input it into the Services or otherwise provide it directly to us.

Account and Profile Information  
We collect information about you when you register for an account, create or modify your profile, set preferences, sign-up for or make purchases through the Services. For example, you provide your contact information and, in some cases, billing information, when you register for the Services. You also have the option of adding a display name, profile photo, job title, and other details to your profile information to be displayed in our Services. We keep track of your preferences when you select settings within the Services.

Content you provide through our products  
The Services include our products you use, where we collect and store content that you post, send, receive and share. This content includes any information about you that you may choose to include. Examples of content we collect and store include: the summary and description added to Company Information, the set-up of the system and End Users, the name of End Users, any departments, and information regarding any incident, and any feedback you provide to us. Content also includes the files and links you upload to the Services. If you use a server or data centre version of the Services, we do not host, store, transmit, receive or collect information about you (including your content), except in limited cases, where permitted by your administrator: we collect feedback you provide directly to us through the product and; we collect content using analytics techniques that hash, filter or otherwise scrub the information to exclude information that might identify you or your organisation; and we collect clickstream data about how you interact with and use features in the Services. Server and data centre administrators can disable our collection of this information from the Services via the administrator settings or prevent this information from being shared with us by blocking transmission at the local network level.

Content you provide through our websites  
The Services also include our websites owned or operated by us. We collect other content that you submit to these websites, which include social media or social networking websites operated by us. For example, you provide content to us when you provide feedback or when you participate in any interactive features, surveys, contests, promotions, activities or events.

Information you provide through our support channels  
The Services also include our customer support, where you may choose to submit information regarding a problem you are experiencing with a Service. Whether you designate yourself as a technical contact, open a support ticket, speak to one of our representatives directly or otherwise engage with our support team, you will be asked to provide contact information, a summary of the problem you are experiencing, and any other documentation, screenshots or information that would be helpful in resolving the issue.

Payment Information  
We collect payment and billing information when you register for certain paid Services. For example, we ask you to designate a billing representative, including name and contact information, upon registration. You might also provide payment information, such as payment card details, which we collect via secure payment processing services.

Information we collect automatically when you use the Services  
We collect information about you when you use our Services, including browsing our websites and taking certain actions within the Services.

Your use of the Services  
We keep track of certain information about you when you visit and interact with any of our Services. This information includes the features you use; the links you click on; the type, size and filenames of attachments you upload to the Services; frequently used search terms; your history & progress; and how you interact with others on the Services. We also collect information about the teams and people you work with and how you work with them, like who you collaborate with and communicate with most frequently. If you use a server or data centre version of the Services, the information we collect about your use of the Services is limited to clickstream data about how you interact with and use features in the Services, in addition to content-related information described in "Content you provide through our products," above. Server and data centre administrators can disable our collection of this information from the Services via the administrator settings or prevent this information from being shared with us by blocking transmission at the local network level.

Device and Connection Information  
We collect information about your computer, phone, tablet, or other devices you use to access the Services. This device information includes your connection type and settings when you install, access, update, or use our Services. We also collect information through your device about your operating system, browser type, IP address, URLs of referring/exit pages, device identifiers, and crash data. We use your IP address and/or country preference in order to approximate your location to provide you with a better Service experience. How much of this information we collect depends on the type and settings of the device you use to access the Services. Server and data centre Service administrators can disable collection of this information via the administrator settings or prevent this information from being shared with us by blocking transmission at the local network level.

Cookies and Other Tracking Technologies  
Those of ours and our third-party partners, such as our advertising and analytics partners, use cookies and other tracking technologies (e.g., web beacons, device identifiers and pixels) to provide functionality and to recognise you across different Services and devices.

Information we receive from other sources  
We receive information about you from other Service users, from third-party services, from our related companies, social media platforms, public databases, and from our business and channel partners. We may combine this information with information we collect through other means described above. This helps us to update and improve our records, identify new customers, create more personalised advertising and suggest services that may be of interest to you.

Other users of the Services  
Other users of our Services may provide information about you when they submit content through the Services. For example, you may be mentioned in any ticket opened by someone else, a team member may upload content about you relating to any issue, or your team’s story status may be discussed in any feedback. We also receive your email address from other Service users when they provide it in order to invite you to the Services. Similarly, an administrator may provide your contact information when they designate you as the billing or technical contact on your company's account or when they designate you as an administrator.

Other services you link to your account  
We receive information about you when you or your administrator integrate third-party apps, or link a third-party service with our Services. For example, if you create an account or log into the Services using your Google credentials, we receive your name and email address as permitted by your Google profile settings in order to authenticate you. You or your administrator may also integrate our Services with other services you use, such as to allow you to access, store, share and edit certain content from a third-party through our Services. For example, you may authorise our Services to access, display and store files from a third-party document-sharing service within the Services interface. Or you may authorise our Services to connect with a third-party calendaring service or to sync a contact list or address book so that your meetings and connections are available to you through the Services, so you can invite others to collaborate with you on our Services or so your organisation can limit access to certain users. Your administrator may also authorise our Services to connect with a third-party reporting service so your organisation can review how the Services are being used. The information we receive when you link or integrate our Services with a third-party service depends on the settings, permissions and privacy policy controlled by that third-party service. You should always check the privacy settings and notices in these third-party services to understand what data may be disclosed to us or shared with our Services.

Our additional companies  
We receive information about you from companies that are owned or operated by our companies in our Group, in accordance with their terms and policies.

Our Partners  
We work with a global network of partners who provide consulting, implementation, training and other services around our products. Some of these partners also help us to market and promote our Services, generate leads for us, and resell our Services. We receive information from these partners, such as billing information, billing and technical contact information, company name, what Services you have purchased or may be interested in, evaluation information you have provided, what events you have attended, and what country you are in.

Other Partners  
We receive information about you and your activities on and off the Services from third-party partners, such as advertising and market research partners who provide us with information about your interest in and engagement with, our Services and online advertisements.

Third Party Providers  
We may receive information about you from third party providers of business information and publicly available sources (like social media platforms), including physical mail addresses, job titles, email addresses, phone numbers, intent data (or user behaviour data), IP addresses and social media profiles, for the purposes of targeted advertising of products that may interest you, delivering personalised communications, event promotion, and profiling.

How we use information we collect  
How we use the information we collect depends in part on which Services you use, how you use them, and any preferences you have communicated to us. Below are the specific purposes for which we use the information we collect about you.

To provide the Services and personalise your experience  
We use information about you to provide the Services to you, including to process transactions with you, authenticate you when you log in, provide customer support, and operate, maintain, and improve the Services. For example, we use the name and picture you provide in your account to identify you to other Service users. Our Services also include tailored features that personalise your experience, enhance your productivity, and improve your ability to collaborate effectively with others by automatically analysing the activities of your team to provide search results, activity feeds, notifications, connections and recommendations that are most relevant for you and your team. For example, we may use your stated job title and activity to return search results we think are relevant to your job function. We also use information about you to connect you with other team members seeking your subject matter expertise. We may use your email domain to infer your affiliation with a particular organisation or industry to personalise the content and experience you receive on our websites. Where you use multiple Services, we combine information about you and your activities to provide an integrated experience, such as to allow you to find information from one Service while searching from another or to present relevant product information as you travel across our websites. Based on your interactions with different products and advertisements, we will personalise your experience and tailor our communications and offers to you. To opt out of this personalisation, please contact us.

For research and development  
We are always looking for ways to make our Services smarter, faster, secure, integrated, and useful. We use information and collective learnings (including feedback) about how people use our Services to troubleshoot, to identify trends, usage, activity patterns, and areas for integration and to improve our Services and to develop new products, features and technologies that benefit our users and the public. For example, to improve features, we automatically analyse recent interactions among users and how often they mention one another to surface the most relevant connections for users. We automatically analyse and aggregate frequently used search terms to improve the accuracy and relevance of suggested topics that auto-populate when you use the search feature. In some cases, we apply these learnings across our Services to improve and develop similar features, to better integrate the Services you use, or to provide you with insights based on how others use our Services. We also test and analyse certain new features with some users before rolling the feature out to all users.

To communicate with you about the Services  
We use your contact information to send transactional communications via email and within the Services, including confirming your purchases, reminding you of subscription expirations, responding to your comments, questions and requests, providing customer support, and sending you technical notices, updates, security alerts, and administrative messages. We send you email notifications when you or others interact with you on the Services, for example, when you are mentioned on a page or ticket, when a task is assigned to you, or when you are added to a team. Depending on your chosen method of contact, we may send you SMS notifications or call you if you are on-call for incident alerts. We also provide tailored communications based on your activity and interactions with us. For example, certain actions you take in the Services may automatically trigger a feature or third-party app suggestion within the Services that would make that task easier. We also send you communications as you onboard to a particular Service to help you become more proficient in using that Service. These communications are part of the Services and in most cases, you cannot opt out of them. If an opt out is available, you will find that option within the communication itself or in your account settings.

To market, promote and drive engagement with the Services  
We use your contact information and information about how you use the Services to send promotional communications that may be of specific interest to you, including by email and by displaying our ads on other companies' websites and applications. These communications may be informed by audits of interactions (like counting ad impressions), and are aimed at driving engagement and maximising what you get out of the Services, including information about new features, survey requests, newsletters, and events we think may be of interest to you. We also communicate with you about new Services, product offers, promotions, and contests. You can control whether you receive these communications as described below under "Opt-out of communications."

Customer support  
We use your information to resolve technical issues you encounter, to respond to your requests for assistance, to analyse crash information, and to repair and improve the Services. Where you give us express permission to do so, we share information with a third-party expert for the purpose of responding to support-related requests.

For safety and security  
We use information about you and your Service use to verify accounts and activity, to detect, prevent, and respond to potential or actual security incidents and to monitor and protect against other malicious, deceptive, fraudulent or illegal activity, including violations of Service policies.

To protect our legitimate business interests and legal rights  
Where required by law or where we believe it is necessary to protect our legal rights, interests and the interests of others, we use information about you in connection with legal claims, compliance, regulatory, and audit functions, and disclosures in connection with the acquisition, merger or sale of a business.

With your consent  
We use information about you where you have given us consent to do so for a specific purpose not listed above. For example, we may publish testimonials or featured customer stories to promote the Services, with your permission.

Legal bases for processing (for EEA users):

If you are an individual in the European Economic Area (EEA), we collect and process information about you only where we have legal bases for doing so under applicable EU laws. The legal bases depend on the Services you use and how you use them. This means we collect and use your information only where:  
We need it to provide you the Services, including to operate the Services, provide customer support and personalised features and to protect the safety and security of the Services;  
It satisfies a legitimate interest (which is not overridden by your data protection interests), such as for research and development, to market and promote the Services and to protect our legal rights and interests;  
You give us consent to do so for a specific purpose; or  
We need to process your data to comply with a legal obligation.

If you have consented to our use of information about you for a specific purpose, you have the right to change your mind at any time, but this will not affect any processing that has already taken place. Where we are using your information because we or a third party (e.g. your employer) have a legitimate interest to do so, you have the right to object to that use though, in some cases, this may mean no longer using the Services.

How we share information we collect  
We make collaboration tools, and we want them to work well for you. This means sharing information through the Services and with certain third parties. We share information we collect about you in the ways discussed below, including in connection with possible business transfers. We are not in the business of selling information about you to advertisers or other third parties.

Sharing with other Service users  
When you use the Services, we share certain information about you with other Service users.

For collaboration  
You can create content, which may contain information about you, and grant permission to others to see, share, edit, copy and download that content based on settings you or your administrator (if applicable) select. Some of the collaboration features of the Services display some or all of your profile information to other Service users when you share or interact with specific content. For example, when you comment on a service issue or support ticket, we may display your profile picture and name next to your comments so that other users with access to the page or issue understand who made the comment. Please be aware that some aspects of the Services like feedback can be made publicly available, meaning any content posted in that space, including information about you, can be publicly viewed, indexed by, and returned in search results of search engines. You can confirm whether certain Service properties are publicly visible from within the Services or by contacting the relevant administrator.

Managed accounts and administrators  
If you register or access the Services using an email address with a domain that is owned by your employer or organisation or associate that email address with your existing account, and such organisation wishes to establish an account or site, certain information about you including your name, profile picture, contact info, content and past use of your account may become accessible to that organisation’s administrator and other Service users sharing the same domain. If you are an administrator for a particular site or group of users within the Services, we may share your contact information with current or past Service users, for the purpose of facilitating Service-related requests.

Community Forums  
Our websites offer publicly accessible blogs, forums, issue trackers, and wikis. You should be aware that any information you provide on these websites - including profile information associated with the account you use to post the information - may be read, collected, and used by any member of the public who accesses these websites. Your posts and certain profile information may remain even after you terminate your account. We urge you to consider the sensitivity of any information you input into these Services. To request removal of your information from publicly accessible websites operated by us, please contact us as provided below. In some cases, we may not be able to remove your information, in which case we will let you know if we are unable to and why.

Sharing with third parties  
We share information with third parties that help us operate, provide, improve, integrate, customise, support and market our Services.

Service Providers  
We work with third-party service providers to provide website and application development, hosting, maintenance, backup, storage, virtual infrastructure, payment processing, analysis and other services for us, which may require them to access or use information about you. If a service provider needs to access information about you to perform services on our behalf, they do so under close instruction from us, including appropriate security and confidentiality procedures designed to protect your information.

Our Partners  
We work with third parties who provide consulting, sales, support, and technical services to deliver and implement customer solutions around the Services. We may share your information with these third parties in connection with their services, such as to assist with billing and collections, to provide localised support, and to provide customisations. We may also share information with these third parties where you have agreed to that sharing.

Third Party Apps  
You, your administrator or other Service users may choose to add new functionality or change the behaviour of the Services by installing third party apps within the Services. Doing so may give third-party apps access to your account and information about you like your name and email address, and any content you choose to use in connection with those apps. If you are an administrator, or a technical or billing contact listed on an account, we share your details with the third-party app provider upon installation. Third-party app policies and procedures are not controlled by us, and this privacy policy does not cover how third-party apps use your information. We encourage you to review the privacy policies of third parties before connecting to or using their applications or services to learn more about their privacy and information handling practices. If you object to information about you being shared with these third parties, please uninstall the app.

Links to Third Party Sites  
The Services may include links that direct you to other websites or services whose privacy practices may differ from ours. If you submit information to any of those third-party sites, your information is governed by their privacy policies, not this one. We encourage you to carefully read the privacy policy of any website you visit.

Third Party Services  
We may offer you the ability to interact with or share information with third parties through the Services. For example, we may offer users the ability to log in to the Services via a third-party service like Google, access embedded maps through Google Maps or interact with social media networks via links on the Services. When you intentionally interact with these third parties, we may share certain information with those third parties or receive information with those third parties, consistent with your privacy settings on the third-party service. Such information may include contact information, identification, and demographic information, and device information and identifiers. You should always check the privacy settings and notices in these third-party services to understand how those third-parties may use your information.

Third Party Widgets  
Some of our services contain widgets and social media features, such as the Twitter "tweet" button or Facebook "like" button. These widgets and features may collect your IP address, which page you are visiting on the Services, and may set a cookie to enable the feature to function properly. Widgets and social media features are either hosted by a third-party or hosted directly on our Services. You should always check the privacy settings and notices in these third-party services to understand how those third-parties may use your information.

With your consent  
We share information about you with third parties when you give us consent to do so. For example, we often display personal testimonials of satisfied customers on our public websites. With your consent, we may post your name alongside the testimonial.

Compliance with Enforcement Requests and Applicable Laws; Enforcement of Our Rights  
In exceptional circumstances, we may share information about you with a third party if we believe that sharing is reasonably necessary to (a) comply with any applicable law, regulation, legal process or governmental request, including to meet national security requirements, (b) enforce our agreements, policies and terms of service, (c) protect the security or integrity of our products and services, (d) protect our customers or the public from harm or illegal activities, or (e) respond to an emergency which we believe in good faith requires us to disclose information to assist in preventing the death or serious bodily injury of any person.

Sharing with affiliated companies  
We share information we collect with affiliated companies and, in some cases, with prospective affiliates. Affiliated companies are companies owned or operated by us. The protections of this privacy policy apply to the information we share in these circumstances.

Business Transfers  
We may share or transfer information we collect under this privacy policy in connection with any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company. You will be notified via email and/or a prominent notice on the Services if a transaction takes place, as well as any choices you may have regarding your information.

How we store and secure information we collect  
Information storage and security  
We use industry standard technical and organisational measures to secure the information we store.

While we implement safeguards designed to protect your information, no security system is impenetrable and due to the inherent nature of the Internet, we cannot guarantee that information, during transmission through the Internet or while stored on our systems or otherwise in our care, is absolutely safe from intrusion by others.

If you use our server or data centre Services, responsibility for securing storage and access to the information you put into the Services rests with you. We strongly recommend that server or data centre users configure SSL to prevent interception of information transmitted over networks and to restrict access to the databases and other storage points used.

How long we keep information  
How long we keep information we collect about you depends on the type of information, as described in further detail below. After such time, we will either delete or de-identify your information or, if this is not possible (for example, because the information has been stored in backup archives), then we will securely store your information and isolate it from any further use until deletion is possible.

Account information  
We retain your account information for as long as your account is active and a reasonable period thereafter in case you decide to re-activate the Services. We also retain some of your information as necessary to comply with our legal obligations, to resolve disputes, to enforce our agreements, to support business operations, and to continue to develop and improve our Services. Where we retain information for Service improvement and development, we take steps to eliminate information that directly identifies you, and we only use the information to uncover collective insights about the use of our Services, not to specifically analyse personal characteristics about you.

Information you share on the Services  
If your account is deactivated or disabled, some of your information and the content you have provided will remain in order to allow your team members or other users to make full use of the Services. For example, we continue to display messages you sent to the users that received them and continue to display content you provided, but when requested details that can identify you will be removed.

Managed accounts: If the Services are made available to you through an organisation (e.g., your employer), we retain your information as long as required by the administrator of your account. For more information, see "Managed accounts and administrators”.

Marketing information  
If you have elected to receive marketing emails from us, we retain information about your marketing preferences for a reasonable period of time from the date you last expressed interest in our Services, such as when you last opened an email from us or ceased using your account. We retain information derived from cookies and other tracking technologies for a reasonable period of time from the date such information was created.

How to access and control your information  
You have certain choices available to you when it comes to your information. Below is a summary of those choices, how to exercise them and any limitations.

Your Choices  
You have the right to request a copy of your information, to object to our use of your information (including for marketing purposes), to request the deletion or restriction of your information, or to request your information in a structured, electronic format. Below, we describe the tools and processes for making these requests. You can exercise some of the choices by logging into the Services and using settings available within the Services or your account. Where the Services are administered for you by an administrator (see "Notice to End Users" below), you may need to contact your administrator to assist with your requests first. For all other requests, you may contact us as provided in the Contact Us section below to request assistance.

Your request and choices may be limited in certain cases  
For example, if fulfilling your request would reveal information about another person, or if you ask to delete information which we or your administrator are permitted by law or have compelling legitimate interests to keep. Where you have asked us to share data with third parties, for example, by installing third-party apps, you will need to contact those third-party service providers directly to have your information deleted or otherwise restricted. If you have unresolved concerns, you may have the right to complain to a data protection authority in the country where you live, where you work or where you feel your rights were infringed.

Access and update your information  
Our Services and related documentation give you the ability to access and update certain information about you from within the Service. For example, you can access your profile information from your account and search for content containing information about you using key word searches in the Service. You can update your profile information within your profile settings and modify content that contains information about you using the editing tools associated with that content.

Deactivate your account  
If you no longer wish to use our Services, you or your administrator may be able to deactivate your Services account. If you can deactivate your own account, that setting is available to you in your account settings. Otherwise, please contact your administrator. If you are an administrator and are unable to deactivate an account through your administrator settings, please contact the appropriate support team. Please be aware that deactivating your account does not delete your information; your information remains visible to other Service users based on your past participation within the Services. For more information on how to delete your information, see below.

Delete your information  
Our Services and related documentation give you the ability to delete certain information about you from within the Service. For example, you can remove content that contains information about you using the key word search and editing tools associated with that content, and you can remove certain profile information within your profile settings. Please note, however, that we may need to retain certain information for record keeping purposes, to complete transactions or to comply with our legal obligations.

Request that we stop using your information  
In some cases, you may ask us to stop accessing, storing, using and otherwise processing your information where you believe we don't have the appropriate rights to do so. For example, if you believe a Services account was created for you without your permission or you are no longer an active user, you can request that we delete your account as provided in this policy. Where you gave us consent to use your information for a limited purpose, you can contact us to withdraw that consent, but this will not affect any processing that has already taken place at the time. You can also opt-out of our use of your information for marketing purposes by contacting us, as provided below. When you make such requests, we may need time to investigate and facilitate your request. If there is delay or dispute as to whether we have the right to continue using your information, we will restrict any further use of your information until the request is honoured or the dispute is resolved, provided your administrator does not object (where applicable). If you object to information about you being shared with a third-party app, please disable the app or contact your administrator to do so.

Opting out of communications  
You may opt out of receiving promotional communications from us by using the unsubscribe link within each email, updating your email preferences within your Service account settings menu, or by contacting us as provided below to have your contact information removed from our promotional email list or registration database. Even after you opt out from receiving promotional messages from us, you will continue to receive transactional messages from us regarding our Services. You can opt out of some notification messages in your account settings. Please note, you may continue to receive generic ads.

Send "Do Not Track" Signals  
Some browsers have incorporated "Do Not Track" (DNT) features that can send a signal to the websites you visit indicating you do not wish to be tracked. Because there is not yet a common understanding of how to interpret the DNT signal, our Services do not currently respond to browser DNT signals. You can use the range of other tools we provide to control data collection and use, including the ability to opt out of receiving marketing from us as described above.

Data portability  
Data portability is the ability to obtain some of your information in a format you can move from one service provider to another (for instance, when you transfer your mobile phone number to another carrier). Depending on the context, this applies to some of your information, but not to all of your information. Should you request it, we will provide you with an electronic file of your basic account information.

How we transfer information we collect internationally  
International transfers of information we collect  
We collect information globally and may transfer, process and store your information outside of your country of residence, to wherever we or our third-party service providers operate for the purpose of providing you the Services. Whenever we transfer your information, we take steps to protect it.

International transfers within our Companies  
To facilitate our global operations, we transfer information globally and allow access to that information from countries in which our owned or operated companies have operations for the purposes described in this policy. These countries may not have equivalent privacy and data protection laws to the laws of many of the countries where our customers and users are based. When we share information about you within and among our corporate affiliates, we make use of standard contractual data protection clauses, which have been approved for example by the European Commission to safeguard the transfer of information we collect from the European Economic Area, the United Kingdom (the "UK"), and Switzerland.

International transfers to third parties  
Some of the third parties described in this privacy policy, which provide services to us under contract, are based in other countries that may not have equivalent privacy and data protection laws to the country in which you reside. When we share information of customers for example in the European Economic Area, the UK, or Switzerland, we make use of the European Commission-approved standard contractual data protection clauses, binding corporate rules for transfers to data processors, or other appropriate legal mechanisms to safeguard the transfer.

International obligations  
We are subject to the investigatory and enforcement powers of the jurisdictions of the countries that we operate within.

Other important privacy information  
Notice to End Users  
Many of our products are intended for use by organisations. Where the Services are made available to you through an organisation (e.g. your employer), that organisation is the administrator of the Services and is responsible for the accounts and/or Service sites over which it has control. If this is the case, please direct your data privacy questions to your administrator, as your use of the Services is subject to that organisation's policies. We are not responsible for the privacy or security practices of an administrator's organisation, which may be different than this policy.

Administrators are able to:  
require you to reset your account password;  
restrict, suspend or terminate your access to the Services;  
access information in and about your account;  
access or retain information stored as part of your account;  
install or uninstall third-party apps or other integrations   
In some cases, administrators can also:  
restrict, suspend or terminate your account access;  
change the email address associated with your account;  
change your information, including profile information;  
restrict your ability to edit, restrict, modify or delete information

Even if the Services are not currently administered to you by an organisation, if you are a member of a team administered by an organisation, or if you use an email address provided by an organisation (such as your work email address) to access the Services, then the owner of the domain associated with your email address (e.g. your employer) may assert administrative control over your account and use of the Services at a later date. You will be notified if this happens.

Sharing your personal information  
We don't sell your personal information. We do share your information with others as described in the “How we share information we collect” section of this policy. We also show ads that we think are relevant. We've provided more information about how you can manage your advertising, and do-not-track preferences, within this policy.

Processing your information  
This policy describes the categories of personal information we may collect, the sources of that information, and our deletion and retention policies. We’ve also included information about how we may process your information, which includes for "business purposes" such as to protect against illegal activities, and for the development of new products, features, and technologies. If you have questions about the categories of information we may collect about you, please be sure to visit the section of this policy called, “What information we collect about you.” For more details about our processing activities, please be sure to visit the section called, “How we use information we collect.”

Our policy towards children  
The Services are not directed to individuals under 18. We do not knowingly collect personal information from children under 18. If we become aware that a child under 18 has provided us with personal information, we will take steps to delete such information. If you become aware that a child has provided us with personal information, please contact the appropriate support team.

Changes to our Privacy Policy  
We may change this privacy policy from time to time. We will post any privacy policy changes on this page and, if the changes are significant, we will provide a more prominent notice by adding a notice on the Services homepages, login screens, or by sending you an email notification. We will also keep prior versions of this Privacy Policy in an archive for your review. We encourage you to review our privacy policy whenever you use the Services to stay informed about our information practices and the ways you can help protect your privacy.

If you disagree with any changes to this privacy policy, you will need to stop using the Services and deactivate your account(s), as outlined above.