



## ClearContract – Privacy Policy

### 1. SERVICE

- 1.1 This Policy describes how We use and process Your information when using Our Service as well as tells you about Your data privacy rights and how the law protects You.
- 1.2 We use Your Personal Fata to provide and improve the Service. By using the Service, You agree to the collection and use of information in accordance with this Policy.

### 2. DEFINITIONS

2.1 For the purposes of this Policy:

- 2.1.1 **“Account”** means a unique account created for You to access our Service or parts of our Service.
- 2.1.2 **“Affiliate”** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- 2.1.3 **“Company”** (referred to either as the **“Company”**, **“We”** or **“Our”** in this Policy) means ClearContract ApS, a company incorporated in Denmark under the registration number 44331969 with its registered address at Thorvaldsensgade 15, 8000 Aarhus C, Denmark.
- 2.1.4 **“Device”** means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- 2.1.5 **“Policy”** means this privacy policy and the terms stipulated herein.
- 2.1.6 **“Personal Data”** means any information that relates to an identified or identifiable individual.
- 2.1.7 **“Usage Data”** means data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- 2.1.8 **“Service”** refers to both (1) ClearContract, the Microsoft Word add-in developed by the Company and (2) the use of any website hosted on the clearcontract.dk domain (including all subdomains).



2.1.9 **“Service Provider”** means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used.

2.1.10 **“You”** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

### 3. TYPES OF DATA COLLECTED

#### 3.1 Personal Data

3.1.1 While using Our Service, We may ask You to provide Us with certain personally identifiable information that can be used to contact or identify You. Personally identifiable information may include, but is not limited to:

- Email address
- Name
- Title/Position
- Username
- Password
- Organization
- Usage Data

#### 3.2 Usage Data

3.2.1 Usage Data is collected automatically when using the Service.

3.2.2 Usage Data may include information such as Your Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

3.2.3 We may also collect information that Your browser sends whenever You visit our Service or when You access the Service by or through a mobile device.



#### **4. USE OF YOUR PERSONAL DATA**

##### **4.1 The Company may use Personal Data for the following purposes:**

- 4.1.1 To provide and maintain our Service, including to monitor the usage of our Service.
- 4.1.2 To manage Your Account: to manage Your registration as a user of the Service. The Personal Data You provide can give You access to different functionalities of the Service that are available to You as a registered user.
- 4.1.3 For the performance of a contract: the development, compliance and undertaking of the purchase contract for the services You have purchased or of any other contract with Us through the Service.
- 4.1.4 To contact You: To contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as products or contracted services, including the security updates, when necessary or reasonable for their implementation.
- 4.1.5 To provide You with news, special offers and general information about other services and events which we offer that are similar to those that you have already purchased or enquired about unless You have opted not to receive such information.
- 4.1.6 To manage Your requests: To attend and manage Your requests to Us.
- 4.1.7 For business transfers: We may use Your information to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by Us about our Service users is among the assets transferred.
- 4.1.8 For other purposes: We may use Your information for other purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Service, products, services, marketing and your experience.

##### **4.2 We may share Your personal information in the following situations:**



- 4.2.1 With Service Providers: We may share Your personal information with Service Providers to monitor and analyze the use of our Service, to contact You. You shall use your best endeavors to not transfer any Personal Data when using the ClearContract add-in contract review part of the Service.
- 4.2.2 For business transfers: We may share or transfer Your personal information in connection with, or during negotiations of, any merger, sale of Company assets, financing, or acquisition of all or a portion of Our business to another company.
- 4.2.3 With Affiliates: We may share Your information with Our affiliates, in which case we will require those affiliates to honor this Policy. Affiliates include Our parent company and any other subsidiaries, joint venture partners or other companies that We control or that are under common control with Us.
- 4.2.4 With other users: when You share personal information or otherwise interact in the public areas with other users, such information may be viewed by all users and may be publicly distributed outside.
- 4.2.5 With Your consent: We may disclose Your personal information for any other purpose with Your consent.

## **5. RETENTION OF PERSONAL DATA**

- 5.1 The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Policy. We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements, including any agreements for the provisioning of the Service to You, and policies.
- 5.2 The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.

## **6. TRANSFER OF PERSONAL DATA**

- 6.1 Your information, including Personal Data, is processed at the Company's operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to — and maintained on — computers located outside of Your state,



province, country or other governmental jurisdiction where the data protection laws may differ than those from Your jurisdiction.

6.2 Your consent to this Policy followed by Your submission of such information represents Your agreement to that transfer.

6.3 The Company will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information.

## **7. DELETE YOUR PERSONAL DATA**

7.1 You have the right to delete or request that We assist in deleting the Personal Data that We have collected about You by writing to the email address below.

7.2 Our Service may give You the ability to delete certain information about You from within the Service.

7.3 You may update, amend, or delete Your information by contacting Us to request access to, correct, or delete any personal information that You have provided to Us.

7.4 Please note, however, that We may need to retain certain information when we have a legal obligation or lawful basis to do so.

## **8. DISCLOSURE OF YOUR PERSONAL DATA**

8.1 If the Company is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred. We will provide notice before Your Personal Data is transferred and becomes subject to a different Policy.

8.2 Under certain circumstances, the Company may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

8.3 The Company may disclose Your Personal Data in the good faith belief that such action is necessary to:



- Comply with a legal obligation
- Protect and defend the rights or property of the Company
- Prevent or investigate possible wrongdoing in connection with the Service
- Protect the personal safety of Users of the Service or the public
- Protect against legal liability

## **9. SECURITY OF YOUR PERSONAL DATA**

9.1 We strive to use commercially reasonable means to protect Your personal Data, including only utilizing Service Providers that uphold industry-best practices with regard to data- and cybersecurity..

## **10. MISCELLANEOUS**

10.1 Our Service may contain links to other websites that are not operated by Us. If You click on a third-party link, You will be directed to that third party's site. We strongly advise You to review the Policy of every site You visit. We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

10.2 We may update Our Policy from time to time. We will notify You of any changes by posting the new Policy on this page. You are advised to review this Policy periodically for any changes. Changes to this Policy are effective when they are posted on this page.

10.3 Any dispute arising out of or in connection with this Policy shall be settled according to Danish law at the courts in the city of Aarhus, Denmark.

## **11. CONTACT US**

11.1 If you have any questions about this Policy, You can contact us:

- By email: [support@clearcontract.dk](mailto:support@clearcontract.dk)