

## **Data Privacy Terms for Workai, a product of Elastic Cloud Solutions Sp. z o.o.**

Elastic Cloud Solutions Sp. z o.o with a registered seat in Białystok, Poland (Żurawia 71, 15 - 540 Białystok) (“ECS”) takes all necessary steps to ensure that your Personal data is safe and to prevent misuse of your Personal data. Detailed information on how we do it, as well as why and how we collect, store and use your Personal data, could be found below.

Data Privacy Terms covers the use of Workai and does not apply to collection of Personal data through other channels.

Data Privacy Terms do not apply to any products, services, websites, or content that are offered by third parties or have their own privacy notice.

### **I. Definitions**

1. **Content** - any information, text, files, program, software, code in any form, script, library, data or any other material that could contain Personal data and that is submitted, entered, uploaded onto, stored on or otherwise made available on the Platform in connection with your use of the Services.
2. **Controller** – the natural or legal person, public authority, agency or other body which determines the purposes and means of the processing of Personal data.
3. **Data Processing Agreement** – an agreement concluded between ECS and the Subscriber on behalf of which ECS (acting as a Processor) processes Personal data.
4. **End User** – an individual that belongs to Subscriber’s team and is authorized by Subscriber to use the Platform.
5. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal data and on the free movement of such data, and repealing Directive 95/46/EC.
6. **Partner** – either a reseller of the Services or a person/ entity that gains Subscribers for ECS.
7. **Partner Program Terms** – agreement concluded between ECS and Partner.
8. **Personal data** – any information relating to an identified natural person or a natural person that is identifiable by one or more specific factors determining physical, physiological, genetic, mental, economic, cultural or social identity, including IP address, location data and Internet identifier.
9. **Platform** – cloud-based platform solution on which Services are provided.
10. **Privacy Terms** – this Data Privacy Terms.
11. **Processor** – the natural or legal person, public authority, agency or other body which processes Personal data on behalf of Controller.
12. **Services** – software provided by ECS to Subscribers.
13. **Subscriber** - any organization that concluded a Subscriber Agreement with ECS in relation to its economic or professional activity; this term is applicable to any

organization in which ECS individually implemented the Services on the basis of implementation agreement.

14. **Subscriber Agreement** - agreement concluded between ECS and Subscriber for our provision of Services on the Platform.

## **II. Processing your Personal data – general rules**

If you use our Platform, we may process your Personal data – either as a Controller or a Processor:

1. **if you are an End User, ECS is not the Controller of your Personal data.** The Controller for End Users is the Subscriber that made the Platform and our Services available to End User. In this relationship, we process End Users Personal data in accordance with Data Processing Agreement concluded by ECS with a Subscriber. Terms of processing of End Users' Personal data are therefore primarily described in the privacy terms published by a relevant Subscriber. However, some information about processing of your Personal data (i.e. types of data that we may process) may be found in this Privacy Terms.
2. If you are a Subscriber or a Partner, we collect and process either your Personal data or Personal data of your contact persons or legal representatives as a Controller, in order to manage subscriptions of your organization for our services – in accordance with Subscriber Agreement or to manage participation in our partner program that is governed by the Partner Program Terms. In this case, ECS processes Personal data:
  - a) in order to provide Services on the Platform - the legal basis for it is the necessity to perform our contract with a Subscriber;
  - b) in order to manage agreement between a Partner and ECS under the Partner Program Terms - the legal basis for it is the necessity to perform our contract with a Partner.
  - c) in order to establish and enforce claims or defend against them, if needed - the legal basis is the legitimate interest of the ECS to protect its rights;
  - d) in order to fulfil obligations resulting from the binding law (e.g. court orders, administrative decisions);
  - e) for our marketing purposes - the legal basis is justified interest of the ECS.
3. Every Subscriber and Partner that is not a natural person is obliged to assure that any natural person within its organization, whose Personal data may be processed by ECS on the basis of the Subscriber Agreement or Partner Program Terms, is familiarized with Data Privacy Terms and therefore informed about his/her rights and conditions of processing of his/her personal data by ECS.

## **III. Technologies that we use**

1. ECS uses the following technologies that could track End Users' usage of the Platform and our Services:
  - a) Matomo – it enables your Subscriber to see statistics on your use of the Platform;
  - b) Internal statistics for newsletters – it enables your Subscriber to see statistics and effectivity of newsletters that are sent to you;

- c) Statistics tools concerning the use of the Platform (Application Insights) – it enables your Subscriber to see statistics on how you use the Platform and what types of devices you use for this purpose.
2. Data we obtain in connection with the use of the Services that is not Personal data is used for analytical purposes and to ensure the proper operation of the Platform.

#### IV. Term of Personal data processing

1. Personal data processing time by ECS depends on the purpose for which we process your Personal data. As a rule, Personal data is processed for the time of provision of our Services. Generally, we delete any Content, also including Personal data, 60 days after termination of the Subscriber Agreement.
2. Term of Personal data processing may be also extended if the processing is necessary to establish any claims or defend against them, and after that time only if, and to the extent required by law (tax and accountancy rules in particular). After the processing period has expired, Personal data is irreversibly deleted or anonymized.

#### V. Your rights related to your Personal data

1. You have the following rights:
  - a) **right to access information about processing of Personal data** – on this basis, the ECS provides the person making such a request with information about the processing of her Personal data, in particular about the purposes and legal grounds for the processing, the scope of Personal data possessed, entities to which Personal data are disclosed and the planned date of Personal data removal;
  - b) **right to obtain a copy of data** – on this basis, ECS provides a copy of Personal data being processed that relates to the person making the request;
  - c) **right to rectify data** – on this basis, ECS removes any non-conformities or errors regarding the Personal data being processed, and supplements or updates the Personal data if it is incomplete or has changed;
  - d) **right to delete data** – on this basis, you can request deletion of your Personal data, the processing of which is no longer necessary for any of the purposes for which it was collected;
  - e) **right to limit processing** – on this basis, ECS ceases to carry out operations on Personal data, with the exception of operations for which you consented, and ceases to store them in accordance with accepted retention rules (i.e. data retention);
  - f) **right to transfer data** – on this basis, to the extent that the Personal data is processed in connection with the concluded contract between you and ECS, ECS transfers Personal data provided by you in a format that allows reading of these data by computer. It is also possible to request that Personal data is sent to another entity - provided, however, that there are technical possibilities in this respect both on the part of ECS and that other entity;
  - g) **right to object to the processing of Personal data for marketing purposes** – you may at any time object to the processing of your Personal data for marketing purposes, without the need to justify such objection;

- h) **right to object to other purposes of processing** – you may at any time object to the processing of Personal data based on the justified interest of ECS (e.g. for analytical or statistical purposes); such objection should include justification and is subject to the ECS' assessment;
  - i) **right to withdraw consent** – if your Personal data is processed on the basis of your consent, you have the right to withdraw it at any time, but this does not affect the lawfulness of the processing carried out prior to the withdrawal of the consent;
  - j) **right to file a complaint** – if it is deemed that processing of Personal data violates GDPR or other provisions on the protection of personal data, you may file a complaint to our principal supervisory authority, the President of the Office for the Protection of Personal Data in Poland <https://uodo.gov.pl/>, or with a local authority.
2. In case you wish to exercise any of the aforementioned rights, you can contact us:
- a) in writing by sending a letter to the following address: Elastic Cloud Solutions sp. z o.o., ul. Żurawia 71, 15-540 Białystok;
  - b) by sending an e-mail to the following address: [hello@elastic365.com](mailto:hello@elastic365.com).
3. In your request you should, if possible, precisely indicate in particular:
- a) which right of those mentioned in paragraph V.1. of the Privacy Terms you want to exercise;
  - b) to what type of processing operation the request refers to (e.g. using a specific feature of Services or functionality on the Platform);
  - c) what type of purpose, for which the processing is carried out, your request refers to (e.g. analytical purposes).
4. If the submitted request is formulated in such a way that it is not possible to determine its content or for other reasons it is not possible to respond to it, ECS will ask you for additional information.
5. ECS's response to your request will be given without unnecessary delay, within 1 month of its receipt at the latest. If it is necessary to extend this deadline, we will contact you for further explanation.
6. Response to the request will be provided to an e-mail address from which it was sent, and in the case of requests submitted to the address of the office given in point. V.2. (a) by regular mail - to the address provided by in such request, unless in the request you indicated that you want to receive a response to your e-mail address (provided such e-mail address is indicated in the request).

## VI. Disclosure of Personal data

1. To support the rendering of our Services, we may use multiple resources in various countries, also provided by subcontractors. For this reasons, subject to paragraph VII., ECS may disclose your Personal data to other countries and our trusted subcontractors that are the following:
- a) **Microsoft Corporation** – all of our Services are provided based on the Microsoft Azure Platform and for this reason it is necessary for us to share your Personal data with this entity;
  - b) **Recurly, Inc.** – Personal data of Subscribers is transferred to Recurly, which manages cyclical billings on our Platform;

- c) **PayPal Holdings, Inc.** - Personal data of Subscribers is transferred to Braintree, which is a PayPal service and manages our billings.
2. In addition to the above, as part of the Services made available on the Platform, we may transfer your data also to the following entities:
  - a) **The Dark Sky Company, Airly sp. z o.o** – to provide accurate weather forecast on the Platform, we disclose your location data;
  - b) **Intercom** – to enable Subscribers to contact us and start working with the Platform, we may exchange your Personal data necessary to handle your queries (IP address, name of your organization, position you hold).
3. If we obtain your consent to this end, we could make your Personal data available also to other entities for their own purposes.
4. If required by law, the ECS will disclose Personal data to other entities, mainly public, including in response to a court order, subpoena or other request or legal inquiry carried out in the exercise of public authority and only if a relevant request is based on an appropriate legal basis
5. Apart from the situations described above, we do not sell or transfer Personal data to any third parties.

## **VII. Data transfers**

You acknowledge that we use data centres for the storage of data, including Personal data, which are located as close to your premise location as possible. In any case, if a Subscriber is based in EEA, Personal data will not be transferred outside of EEA. We do not transfer Personal data collected because of our relations with Partners outside of EEA.

## **VIII. How we ensure your Personal data is secured**

1. We conduct risk analysis on an on-going basis to ensure that Personal data is processed in a secure manner – ensuring, first of all, that only authorized persons have access to Personal data and only to the extent necessary for the tasks performed. The ECS makes sure that all operations on Personal data are registered and made only by authorized employees and associates.
2. We will take all necessary measures to ensure that our subcontractors and other entities cooperating with us guarantee that appropriate security measures are applied whenever they process Personal data on our behalf.

## **IX. Contact us**

1. If you wish to contact us in relation to a matter concerning your Personal data, please include in your message the name of your organization, short description of the problem and the date when it occurred. In case your complaint includes additional information that are your Personal data, we will process it in order to provide proper handling of your complaint.
2. Other information you provide may be used for analytical and statistical purposes - the legal basis for processing is the legitimate interest of the ECS to keep statistics on queries submitted by End Users, Subscribers and Partners in order to improve our Services.
3. You can contact us by e-mail [hello@elastic365.com](mailto:hello@elastic365.com) or by using our mailing address: Elastic Cloud Solutions Sp. z o.o., ul. Żurawia 71, 15-540 Białystok

## **X. Changes and updates to this Privacy Terms**

This Privacy Terms may be updated. In such case, the date of entry into force, which is provided below, will be changed. Any previous versions of the Privacy Policy will be available upon request.

Date of entry into force: [01.07.2019]