

Cloud Based End User License Agreement

The publisher End User License Agreement (EULA) for BidBuilder+

PLEASE READ THESE LICENCE TERMS CAREFULLY

BY PURCHASING BIDBUILDER PLUS CLOUD SOFTWARE AND / OR by USING THE APP YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS DO NOT USE THE APP.

BACKGROUND

A. This end user license agreement (License) is a binding legal agreement between you (the Customer or you) and Digital Canal Corporation, the BidBuilder+ application software (the App) and any updates or supplements to the App; and

1. any associated media, printed materials, and accompanying online or electronic documentation (the Documentation).

B. The Licensor grants you a non-exclusive, non-transferable right, without the right to grant sub-licenses, to use the App and the Documentation:

1. in accordance with this License; and
2. subject to any rules or policies, including those on payment and taxes, applied by Digital Canal, from whose website, located at www.DigitalCanalEstimating.com, you bought the App.

C. The Licensor does not sell the App or the Documentation to you and remains the owner of the App and the Documentation at all times.

AGREED TERMS

1. Acknowledgements

1.1 Application of License terms

The terms of this License apply to the App and to any of the services accessible through the App (**the Services**), including any updates or supplements to the App or any Services, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the App or any Services,

the terms of an open-source license may override some of the terms of this License.

1.2 Device owner permission

You will be assumed to have obtained permission from the owners of the devices that are controlled, but not owned, by you to use the App on the devices. You accept responsibility in accordance with the terms of this License for the use of the App or any Services on or in relation to any device, whether or not it is owned by you.

1.3 Third-party sites

The App or any Services may contain links to other independent third-party websites (**Third-party Sites**). Third-party Sites are not under the Licensor's control, and the Licensor is not responsible for and does not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

1.4 Age Restrictions

You must be 16 or over to accept these terms and use the App.

1.5 Compatibility Requirements

The App is compatible with the operating systems, web browsers, and databases. The Licensor will post compatibility updates (**Release Notes**) on the App Store and on the Licensor's website located at www.digitalcanalestimating.com (**Licensor's Website**) as and when required.

2. Grant and Scope of License

2.1 Authorized Users

Licenses granted to you by the Licensor in accordance with this License are granted subject to the condition that you must ensure that the maximum number of Authorized Users which are able to access and use the App concurrently, is equal to the number of User Licenses for which the necessary fees have been paid to the App Store and/or its authorized partners (each authorized partner being an **App Store Expert**). You may purchase additional User Licenses at any time on payment of the appropriate fees to the App Store or an App Store Expert. User Licenses must be purchased at the same user level as the Host Product.

"User License" means a license granted to you under this License to permit an Authorized User to use the App. The number of User Licenses granted to you is dependent on the fees paid by you. The App must be licensed for each instance of the Host Product. **"Authorized User"** means a person who accesses and uses the App in accordance with this License and for which the necessary fees have been paid to the App Store and/or an App Store Expert.

2.2 Permitted use

In return for you agreeing to comply with these terms you may:

- (a) access the App from your devices, and view, use and display the App on such devices for your normal business purposes only; and
- (b) use the Documentation to support your permitted use of the App.

2.3 Credentials

To access the App, you will be issued with a unique user identification name and password by the Licensor, and you must keep the unique user identification name and password strictly confidential and not disclose them or make them available to any third party. User identification names are granted to individual, named persons and **MAY NOT BE SHARED**. You are responsible for any and all actions taken using your user identification name and password, and you agree to immediately notify the Licensor of any unauthorized use of which you become aware. **PLEASE NOTE THAT IF YOU SIGN UP FOR THE CLOUD DEPLOYMENT OF THE APP USING AN EMAIL ADDRESS FROM YOUR EMPLOYER OR ANOTHER ENTITY, THEN YOU WILL BE DEEMED TO REPRESENT SUCH PARTY, YOUR CLICK TO ACCEPT WILL BIND YOUR EMPLOYER OR THAT ENTITY TO THESE TERMS AND THE WORD "YOU" IN THESE TERMS WILL REFER TO YOUR EMPLOYER OR THAT ENTITY.**

3. Customer Data

3.1 Data processing requirements

Both the Customer and the Licensor shall comply with the Customer Data Processing Requirements as set out in Schedule 1 to this License.

4. License Restrictions

4.1 Restrictions

Except as expressly set out in this License or as permitted by any local law, you agree not:

(a) to copy the App or the Documentation except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;

(b) to rent, lease, sub-license, loan, provide, or otherwise make available to a third party the App in whole or in part in any form without prior consent from the Licensor, or translate, merge, adapt, vary, alter, modify, frame, mirror, republish display, transmit or distribute the whole or any part of the App or the Documentation;

(c) to permit the App or any part of it to be combined with, or become incorporated in, any other programs;

(d) to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing, except to the extent expressly permitted by applicable law (and then only upon advance notice to us) and provided that the information obtained by you during such activities:

1. is kept secure;
2. is not unnecessarily disclosed or communicated without the Licensor's prior written consent to any third party; and
3. is not used to create any software that is substantially similar to the App; and
4. to comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Services (**Technology**),

together the **License Restrictions**.

5. Acceptable Use Restrictions

Acceptable use. You must not:

1. use the App or any Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this License, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Services or any operating system.
2. transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Services.

3. use the App or any Services in a way that could damage, disable, overburden, impair or compromise the Licensor's systems or security or interfere with other users; or
4. collect or harvest any information or data from any Services or the Licensor's systems or attempt to decipher any transmissions to or from the servers running any Services.

6. Proprietary Rights

6.1 Intellectual Property Rights

All intellectual property rights, title and interest in the App, the Documentation and the Technology (together **the Products**) belong to the Licensor or the Licensor's licensors, and the rights in the App are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the Documentation or the Technology other than the right to use each of them in accordance with the terms of this License. The Licensor shall own all modifications and derivative works of the Products, whether made by the Licensor, you or any third party, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Products.

6.2 Infringement

You shall not take (and shall not allow any third party to take) any action inconsistent with the Licensor's intellectual property rights and/or interests, or those of any third party, or assist any third party in doing the same, and you will notify the Licensor promptly in writing of any instance of suspected infringement of any intellectual property related to the Products and provide the Licensor with reasonable assistance in investigating and prosecuting the infringing acts.

7. Warranties and Limitation of Liability

7.1 Performance of App

The App is provided to you strictly on an "as is" and "as available" basis, except that the Licensor warrants that the App will perform substantially in accordance with the Documentation under normal use and circumstances.

7.2 Exclusion from Liability

All conditions, representations, warranties or other terms whether express, implied, statutory or otherwise, including, without limitation, any implied warranty as to satisfactory quality, fitness for a particular purpose, or non-infringement of third party rights, are hereby excluded to the maximum extent permitted by applicable law by the Licensor and its licensors.

7.3 No representation, warranty, or guarantee

The Licensor and its licensors make no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, availability or accuracy of the Products or with respect to any use that is not in strict compliance with these terms, third party licenses, the rules or any documentation the Licensor makes available to you via the App Store or otherwise. Without limiting the foregoing, the Licensor and its licensors do not represent or warrant that:

1. the access to or use of the App will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
2. the App will meet your requirements or expectations.
3. any stored data will be accurate or reliable, or will not be lost, damaged or corrupted;
4. errors or defects will be corrected, patches or workarounds will be provided, or the Licensor will detect every bug in the App;
5. the App or the server(s) that make the App available are free of viruses or other harmful components; or
6. third party disruptions and security breaches of the App will be prevented.

7.4 Individual requirements

You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App as described in the Documentation meet your requirements.

7.5 Exclusions and Limitations

The Licensor shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of data, loss of profits, loss of business, loss of anticipated savings, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this License.

7.6 Liability cap

The Licensor's maximum aggregate liability under or in connection with this License (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to an amount equal

to the amount paid by you for the use of the App during the three month period immediately preceding the event giving rise to such claim.

7.7 No Exclusions or Limitations

Nothing in this License shall limit or exclude the Licensor's liability for:

1. death or personal injury resulting from our negligence;
2. fraud or fraudulent misrepresentation; or
3. any other liability that cannot be excluded or limited by law.

8. Publicity

You grant the Licensor the right to include the your name, company name, logo, and/or likeness that you provide during registration, and any review that you provided (in full or in part) to the Licensor, within the App's promotional material and on the Licensor's website located at <https://www.digitalcanalestimating.com> (**Licensor's Website**). You can revoke this right at any time by submitting a written request via email to sales@digitalcanal.com, requesting to be excluded from future product promotional material. Requests made after purchasing may take up to 90 calendar days to process.

9. U.S Government Users

If you are a U.S. Government end user, the Licensor is providing the Products to you as a "Commercial Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights granted to you by the Licensor for the Products are the same as the rights the Licensor customarily grants to others under this License.

10. Termination

10.1 Licensor Termination

The Licensor may terminate this License immediately by giving written notice to you if you commit a material or persistent breach of any of the terms under this License which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

10.2 Customer Termination

You may terminate this License at any time by giving not less than 30 days written notice to the Licensor of your intention to do so.

10.3 Consequences of Termination

Upon termination of this License:

1. all rights granted to you under this License shall cease;
2. you must immediately cease all activities authorized by this License; and
3. you must immediately cease accessing and using the App and notify the Licensor that you have done so.

11. Access to the App, Support and Communication

11.1 Access to the App

The Licensor will use commercially reasonable endeavors to make the App and the Services available 24 hours a day, seven days a week, except for:

1. planned maintenance carried out within business hours (which are Monday through Friday, 8:00am-5:00pm CST, excluding US bank holidays) (**Business Hours**),; provided that the Licensor has used reasonable endeavors to give the Customer at least 14 days notice in advance
2. unscheduled maintenance performed outside business hours, provided that the Licensor has used reasonable endeavors to give the Customer at least 6 hours' notice in advance.

11.2 Inquiries and complaints

If you have any support inquiries or complaints regarding the App you should email the Licensor's customer service team at support@digitalcanal.com, you may also get in touch with the App Store who will direct any inquiries or complaints to the Licensor.

11.3 Response times

The Licensor aims to respond to you within 24 hours during its Business Hours although this may take up to five working days (a day other than a Saturday, Sunday or public holiday in the US, **Working Day**) from the date that the Licensor receives the support request from you or the App Store.

11.4 Contacting the Customer

If the Licensor has to contact you with regard to your support enquiry or complaint regarding the App, it will do so by e-mail to the email address you provided to it (or to the App Store at the time of purchase of the App).

12.Changes to this License

The Licensor may update, modify or amend (together, revise) this License from time to time, including any referenced policies and other documents. If a revision meaningfully reduces your rights, the Licensor will use reasonable efforts to notify you by, for example, posting on the Licensor's Website. If the Licensor revises this License during the term of your license or subscription, the revised version will be effective upon your next renewal of a license term or subscription term, as applicable. In this case, if you object to any revisions, as your exclusive remedy, you may choose not to renew, including cancelling any terms set to auto-renew.

13.Other important terms

13.1 Licensor assignment

The Licensor may assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this License.

13.2 Customer assignment

You may only assign, transfer, mortgage, charge, subcontract, delegate declare a trust over or deal in any other manger with any or all your rights or obligations under this License with the Licensor's prior written consent.

13.3 Third party rights

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this License.

13.4 Waiver

If the Licensor fails to insist that you perform any of your obligations under this License, or if the Licensor does not enforce its rights against you, or if it delays in doing so, that will not mean that the Licensor has waived its rights against you and will not mean that you do not have to comply with those obligations. If the Licensor does waive a default by you, the Licensor will only do so in writing, and that will not mean that the Licensor will automatically waive any later default by you.

13.5 Severance

Each of the conditions of this License operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

13.6 Notices

Any notice given to a party under or in connection with this License shall be in writing and shall be: (a) delivered by pre-paid first-class post or other next Working Day delivery service at its registered office (if a company) or as may otherwise be specified by the relevant party by notice in writing to the other party; or (b) sent by email to the email address specified at the time of purchase of the App. Any notice shall be deemed to have been received: (a) if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting; and (b) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume. This clause 13.6 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13.7 Governing law and jurisdiction

This License, its subject matter and its formation, shall be governed by and construed in accordance with US law. In relation to any action or proceedings to enforce the terms of this License, you agree to submit to the exclusive jurisdiction of the US courts specifically the Dubuque County Iowa District Court.

Schedule 1 - Customer Data Processing Requirements

This policy (**Customer Data Processing Requirements**) is part of the End User License Agreement between the Licensor and the Customer for access to and use of the Behave Pro Application Software (**the License**). Together with the definitions given in paragraph 1 (**Definitions**) below, any words and expressions defined in the License and used in these **Customer Data Processing Requirements** shall have the meanings set out in the License.

1. Definitions

In this Schedule, the following words shall have the following meanings:

Controller, processor, data subject, personal data, personal data breach,

processing and appropriate technical and organizational measures: have the meanings set out in the US Data Protection Legislation;

Customer Data: means data inputted by the Customer (including but not limited to data inputted by anyone employed by or engaged by the Customer), Authorized Users, or the Licensor on the Customer's behalf, (including but not limited to email addresses of Customer employees or subcontractors) for the purpose of using the App or facilitating the Customer's use of the App (including but not limited to on-boarding/set-up emails, new feature announcements, and technical support);

Data Protection Legislation: means the US Data Protection Legislation and any other Worldwide legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and

2. Data Processing

Ownership of Data

The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data. Subject to the terms in this License, and solely to the extent necessary to provide the App to you, you grant the Licensor a worldwide license, for as long as you are licensing the App from the Licensor, to access, use, process, copy, distribute, perform, export, and display Customer Data. Solely to the extent that reformatting Customer Data for display in the App constitutes a modification or derivative work, the foregoing license also includes the right to make modifications and derivative works. The Licensor may also access your App accounts with your permission in order to respond to your support requests.

Back-up of Data

The Licensor shall follow its archiving procedures for Customer Data located in its Data Storage and Security Policy, as such document may be amended by the Licensor in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Licensor shall be for the Licensor to use reasonable commercial endeavors to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Licensor in accordance with the archiving procedures described in its Data Storage and Security Policy. The Licensor shall

not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Licensor to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable under paragraph 2(i)).

Privacy Policy

The Licensor shall, in providing the App, comply with its Privacy Policy relating to the privacy and security of the Customer Data as set out in Schedule 2 to this License, as such document may be amended from time to time by the Licensor in its sole discretion. This document also sets out the scope, nature, and purpose of processing by the Licensor, the duration of the processing and the types of personal data and categories of data subject.

Data Protection Legislation

Both the Licensor and the Customer will comply with all applicable requirements of the Data Protection Legislation. This paragraph 2(d) is in addition to, and does not relieve, remove, or replace, a party's obligations or rights under the Data Protection Legislation.

Data Processing

Both the Licensor and the Customer acknowledge that:

1. if the Licensor processes any personal data on the Customer's behalf when performing its obligations under this License, the Customer is the controller, and the Licensor is the processor for the purposes of the Data Protection Legislation; and
2. the personal data may be transferred or stored outside the US or the country where the Customer and the Authorized Users are located in order to carry out the Services and the Licensor's other obligations under this License.

Consents

Without prejudice to the generality of paragraph 2(d), the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Licensor for the duration and purposes of this License so that the Licensor may lawfully use, process, and transfer the personal data in accordance with this License on the Customer's behalf.

Processor Obligations

Without prejudice to the generality of paragraph 2(d), the Licensor shall, in relation to any personal data processed in connection with the performance by the Licensor of its obligations under this License:

1. process that personal data only on the documented written instructions of the Customer unless the Licensor is required by the laws of any member of the United States applicable to the Licensor and/or Domestic US Law. Where the Licensor is relying on Applicable Laws as the basis for processing personal data, the Licensor shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Licensor from so notifying the Customer.
2. not transfer any personal data outside of the United States Economic Area or the US unless the following conditions are fulfilled:
 - the Customer or the Licensor has provided appropriate safeguards in relation to the transfer.
 - the data subject has enforceable rights and effective legal remedies.
 - the Licensor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - the Licensor complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
3. assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
4. notify the Customer without undue delay on becoming aware of a personal data breach, provided that the provision of such notice by the Licensor shall not be construed as an acknowledgement of fault or liability with respect to any such breach;
5. at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the License unless required by Applicable Laws to store the personal data;
6. make available to the Customer all information reasonably necessary to demonstrate compliance with the obligations in this clause 2(g), and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer; and
7. maintain complete and accurate records and information to demonstrate its compliance with these requirements.

Security Measures

The Licensor shall ensure that it has in place appropriate technical and organizational measures, to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it).

Third Party Processor

The Customer consents to the Licensor appointing [THIRD-PARTY PROCESSOR] as a third-party processor of personal data under this License. The Licensor confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in paragraph 2(g) and 2(h) or in either case which reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Licensor, the Licensor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this paragraph (2)(i).

Change to requirements

The Licensor may, at any time on giving not less than 30 days' notice, revise these Customer Data Processing Requirements by replacing them with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this license).

Termination Consequences

The Licensor may destroy or otherwise dispose of any Customer Data in its possession unless the Licensor receives, no later than 90 days after the effective date of the termination or expiry of the License, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Licensor shall use reasonable commercial endeavors to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and

resulting from termination or expiry (whether or not due at the date of termination or expiry). The Customer shall pay all reasonable expenses incurred by the Licensor in returning or disposing of the Customer Data.

Schedule 2 - Privacy Policy

We at Digital Canal are committed to protecting your privacy. This Privacy Policy (Privacy Policy) applies to the personal data which we collect, process and use through the the **App** and technical support service (**Technical Support**).

Introduction

This Privacy Policy and any additional terms of use incorporated by reference to the License (together our **Terms of Use**) applies to your use of:

- The App hosted at bidbuilderplus.com (the App Site), once you have accessed the App through your devices (Devices); and
- Any of the services accessible through the App (the Services).

This Privacy Policy sets out the basis on which any personal data we collect from you, or that you provide to us, or that are provided by Digital Canal, will be processed by us. The App is not intended for children and we do not knowingly collect data relating to children. Please read the following carefully to understand our practices regarding your personal data and how we will treat it.

Important information and who we are

Digital Canal Corporation is the controller and is responsible for your personal data (collectively referred to as “we”, “us” or “our” in this policy).

Contact details

Full name of legal entity: Digital Canal Corporation

Email address: info@digitalcanal.com

Postal address: 2728 Asbury Rd, Suite 400, Dubuque, IA 52001

Changes to the Privacy Policy and your duty to inform us of changes

We keep our Privacy Policy under regular review.

. It may change and if it does, these changes will be posted on www.BidBuilderplus.com and, where appropriate, notified to you when you next

use the App. The new policy may be displayed on-screen and you may be required to read and accept the changes to continue your use of the App or the Services.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during our relationship with you.

Third party links

Our App may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. Please note that these websites and any services that may be accessible through them have their own privacy policies and that we do not accept any responsibility or liability for these policies or for any personal data that may be collected through these websites or services. Please check these policies before you submit any personal data to these websites or use these services.

The data we collect about you

We may process the following categories of personal data about you:

- **Customer Data** includes first name, last name, user account id or similar identifier, job title, business address, email address, telephone numbers, in-App purchase history, your interests, preferences, feedback and survey responses;
- **Usage Data** includes details of your use of any of our Apps; and
- **Marketing and Communications Data** includes your preferences in receiving marketing from us and our third parties and your communication preferences

Customer data and **Marketing and Communications data** is processed in the following situations:

- To install the App and register you as a new App user. The lawful basis for this processing is performance of our contract with you.
- To send user notifications about errors when invalid data has been committed to a repository by them and it can't be imported. The lawful basis for this processing is performance of our contract with you.
- To manage our relationship with you including notifying you of changes to the App or any Services. The lawful basis for this processing is: necessary to comply with legal obligations (to inform you of any changes to our terms and conditions)

- To enable you to participate in a survey: Our lawful basis for this is legitimate interest, so we can improve our product based on your feedback.
- To receive product best practices and news to increase your job performance. The lawful basis for this processing is you have provided consent
- Receive replies and notifications from the technical support team. The lawful basis for this processing is performance of our contract with you.

We process **Usage Data** to improve the quality of the service we provide you.

Our lawful basis for this is:

- Performance of our contract with you, such as to reduce errors within the services and increase availability.
- Necessary for our legitimate interests (to analyze how customers use our products/Services and to develop them and grow our business)

We do not collect any details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data (Special Categories of Personal Data). Nor do we collect any information about criminal convictions and offences.

How is your personal data collected?

We may collect personal data about you by you providing your personal data directly to us (for example, by corresponding to us by email or through our chat support system). We may automatically collect certain data from you as you use the App by using cookies and similar technologies. .

We may receive personal data from third parties such as analytics providers, advertising networks such as Facebook, search information providers such as Google, providers of technical, payment and delivery services, such as data brokers or aggregators.

Disclosures of your personal data

We may have to share your personal data with the parties set out below:

Service providers who provide IT and system administration services.

Professional advisers including lawyers, bankers, auditors, and insurers.

Government bodies that require us to report processing activities.

Third parties who provide a service to us:

We require all third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. We only allow such third parties to process your personal data for specified purposes and in accordance with our instructions and this Privacy Policy.

Data security

We have put in place security measures to prevent your personal data from being accidentally lost, used, altered, disclosed, or accessed without authorization. We also allow access to your personal data only to those employees and partners who have a business need to know such data. They will only process your personal data on our instructions and they must keep it confidential.

We have procedures in place to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach if we are legally required to do so.

Data retention

We will only retain your personal data for as long as necessary to fulfil the purposes for which we collected it, including for the purposes of satisfying any legal, accounting, or reporting requirements.

When deciding the period of data retention, we look at its amount, nature and sensitivity, the potential risk of harm from unauthorized use or disclosure, the processing purposes, if these can be achieved by other means and legal requirements.

For tax purposes, the law requires us to keep basic information about our customers for six years after they stop being customers.

In some circumstances, we may anonymize your personal data for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

Your legal rights

Under data protection laws you have rights in relation to your personal data that include the right to request access, correction, erasure, restriction, transfer, to

object to processing, to portability of data and (where the lawful ground of processing is consent) to withdraw consent.

You also have the right to ask us not to continue to process your personal data for marketing purposes.

You can exercise any of these rights at any time by contacting us a info@digitalcanal.com .