



PAW CLOUD — PRIVACY NOTICE APPLICABLE FROM DECEMBER 1ST 2019

1. GENERAL

- 1.1. This website is operated by Paw Cloud OÜ (“**Paw**” or “**we**”). Paw recognizes the importance of your privacy and is committed to protecting your personal data. This privacy notice (“**Notice**”) explains the principles on how Paw collects and uses information when you visit the following websites: paw.cloud, paw.pt, paw.app, luckymarmot.com (altogether “**Website**”) and use the latest version Paw desktop and mobile applications (“**Application**”).
- 1.2. Paw processes your personal data as described in this Notice and in accordance with applicable legislation, including the European Union’s General Data Protection Regulation (2016/679) and the national data protection laws of the Republic of Estonia, as applicable towards the personal data controller stated in Section 2 of this Notice.

2. PERSONAL DATA CONTROLLER

- 2.1. For the personal data processing purposes brought out in Section 4 of this Notice, the controller of your your personal data is:

Paw Cloud OÜ
Keemia tn 4
10616 Tallinn
Estonia
Registration number: 14808544
E-mail: privacy@paw.cloud

3. CATEGORIES AND SOURCES OF PERSONAL DATA PAW COLLECTS AND PROCESSES

- 3.1. Personal data are information that can be used to directly or indirectly uniquely identify, contact, or locate you as a private individual (“**Personal Data**”). The source of the collected Personal Data depends on how you interact with us.
 - 3.1.1. Registration data. Paw processes the following data related to your registration to the Website: username, e-mail address. (“**Registration Data**”)

Source: Personal Data you directly provide to Paw upon registration.
 - 3.1.2. Third-party data. If you choose to sign up and log in via third-party service providers (e.g. Google or GitHub) or share the contents of the Website via Twitter, then we will receive the following Personal Data about you: e-mail address, unique user identifier, username, publicly available profile information which is made accessible to us by you. (“**Third-party Data**”)

Source: Third-party service providers (e.g. GitHub Inc., Google LLC) that you choose to sign up or log in to the Website or the Application or Twitter Inc., if to share the contents of the Website.
 - 3.1.3. Purchase data. Paw processes the following data in relation to you purchasing the Application: billing details (country, name, address, city, postal code) and payment

details (credit card number or Apple Pay details, credit card's MM/YY, CVC and card holder name), copy of your student ID, VAT code. („**Purchase Data**")

Source: Personal Data you provide us upon purchasing the Application and received from the payment service providers.

- 3.1.4. Communication data. Paw processes the following data if you interact with Paw via Websites' support form or e-mails: name, contents of your message, e-mail address. („**Communication Data**")

Source: Personal Data you directly provide to Paw.

- 3.1.5. Technical data. Paw processes the following data when you visit the Website or use the Application: IP address (including location based on the IP address), access-provider, referring URL, date, time, access tokens, session key, browser type and version, operating system, amount and state of transferred data, MAC-address, etc. ("**Technical Data**")

Source: While you are browsing through the Website or download the Application, the Website or the Application itself generates or collects the Technical Data from your device automatically.

- 3.1.6. Marketing data. Paw processes the following personal data for marketing purposes: name, e-mail address, your preferences. („**Marketing Data**")

Source: Personal Data you directly or indirectly (e.g. via cookies) provide to Paw whilst using the Website or the Application.

- 3.1.7. Cookie data. Paw implements cookies on the Website, for optimizing the Website and its functionalities. The cookies may collect your Personal Data. For further information, please see Paw's cookie notice: [...]. („**Cookie Data**")

- 3.2. If you fail to provide necessary information, Paw is not able to register your user account, provide you with the full functionality of the Application or fulfill any other purposes provided in Section 4 of this Notice.

4. LEGAL BASIS AND PURPOSES FOR PROCESSING THE PERSONAL DATA

- 4.1. Paw's legal basis to process your Personal Data depends on the objective and context in which we collect the Personal Data. For easier understanding, we have grouped all objectives and data categories for processing the Personal Data with the following legal grounds: **performance of a legal obligation, performance of a contract, Paw's legitimate interest** and your **consent**.

- 4.2. If the legal basis for processing the Personal Data is:

4.2.1. performance of a legal obligation, then this means first and foremost that Paw is required to process certain Personal Data by law. In this case we cannot decide which personal data are collected and processed, as it derives from applicable laws;

4.2.2. performance of a contract, then this means processing Personal Data for the performance of a contract to which you are a party, i.e. the [terms](#) of using the Application, regardless of you using the trial or purchased version of the Application;

4.2.3. Paw's legitimate interest, this means first and foremost the objective of improving the Website, the Application and Paw's business activities. However, specifics of the legitimate interests, as used in each separate case, are referred in the table below;

4.2.4. consent, this means first and foremost the objective of providing you with marketing information.

4.3. The following depicts a non-exhaustive list of processing purposes that are linked to the specific data categories and legal basis for processing:

Processing purpose	Legal basis for the processing purpose	Categories of personal data used by us for the processing purpose
Sending marketing info to you via e-mail	Consent	Marketing Data; Cookie Data
Registering your user account on the Website	Performance of the contract between you and Paw or for taking pre-contractual measures; or legitimate interest of the company paying for your use of the Application	Registration Data, Third-party Data
Sharing the Website's contents on Twitter	Consent	Third-party Data
Enabling and providing (customer) support and communication between you and Paw; feedback registration and handling	Paw's legitimate interest in providing effective user relations management	Communication Data
Providing you with a student discount	Performance of the contract between you and Paw and for taking pre-contractual measures	Registration Data (student ID)
Diagnose and repair problems with the Website and the Application	Paw's legitimate interest in providing data security and preventing fraudulent actions related to the Website and the Application, also, ensuring the functioning of the Website and the Application	Technical Data, Cookie Data
Analysing statistical data regarding the usage of the Websites and the Application; market research	Paw's legitimate interest in analysing the functioning of the Website and the Application for its business development	Technical Data, Cookie Data
Data transfers to payment service providers for receiving purchase payments	Performance of the contract between you and Paw; or the legitimate interests of the company paying for your use of the Application and Paw	Purchase Data, Technical Data
Providing the Application	Performance of the contract between you and Paw; or legitimate interest of the company paying for your use of the Application	Registration Data, Technical Data

Providing the Application as a trial version	Performance of the contract between you and Paw; or legitimate interest of the company paying for your use of the Application	Technical Data
Ensuring the limited use of the trial version	Paw's legitimate interest in limiting the downloads of the trial version by the same device	Technical Data
Ensuring the safety of the Website and the Application by detecting and preventing the use of interfering software and devices	Paw's legitimate interest in ensuring the safety of data processing, the Website and the Application	Registration Data, Purchase Data, Technical Data, Marketing Data, Cookie Data, Communication Data
Data transfers within the Paw group companies	Paw's legitimate interest in utilising shared administrative infrastructure (including data storage)	
Storing information containing Personal Data in Paw's backup systems	Paw's legitimate interest in ensuring the security of data processing operations	

4.4. We may process your Personal Data for other purposes, provided that Paw discloses the purposes and use to you at the relevant time, and that you either consent to the proposed use of the Personal Data, other legal grounds exist for the new processing purposes or the new purpose is compatible with the original purpose brought out above.

5. PERSONAL DATA RETENTION PERIOD

5.1. Your Personal Data (all data categories mentioned in Section 3.1, except for Cookie Data) shall be stored insofar as reasonably necessary to attain the objectives stated in Section 4 of this Notice, or until the legal obligation stipulates that we do so. The following is a non-exhaustive summary with examples on storing your Personal Data:

5.1.1. Registration Data and the Technical Data will be retained until the deletion of the user account. The copy of your student ID will be retained up to 7 days as of submitting us the copy;

5.1.2. Purchase Data will be retained for 7 years as of the end of the financial year the transaction was recorded in the accounting documents;

5.1.3. Marketing Data will be retained until you withdraw your consent for receiving marketing information;

5.1.4. Communication Data will be retained for 3 years as of the end of the calendar year the communication was registered;

5.1.5. In case you will not continue the use of the Application after the trial period, the Technical Data which is collected during the trial period will be retained for 3 year as of the end of the trial period.

5.2. We will delete your account and related Personal Data in case the account has turned inactive. The account is deemed inactive, if you have not logged in for 7 years.

- 5.3.** After the retention period mentioned in Section 5.1 of this Notice, we might either retain your Personal Data for longer period if it is necessary to comply with our legal obligations, meet regulatory requirements, resolve disputes and enforce the contract between you and Paw or anonymize your Personal Data and retain this anonymized information indefinitely.
- 5.4.** After the expiry of the retention period referred to in Section 5.1 of this Notice or the termination of the legal basis for processing purpose, Paw shall retain the materials containing the Personal Data in the backup systems, from which the corresponding materials will be deleted after the end of the backup cycle. Paw ensures that during the backup period, appropriate safeguards are applied to the materials in the backup. The backed-up materials are put beyond the use, i.e. are not processed for any other purpose, and the materials are deleted by Paw as soon as possible, i.e. after the end of the Paw's backup cycle, the Personal Data will be destroyed.

6. YOUR RIGHTS AS A DATA SUBJECT

- 6.1.** We have a legal obligation to ensure that your Personal Data is kept accurate and up to date. We kindly ask you to assist us to comply with this obligation by ensuring that you inform us of any changes that have to be made to any of your Personal Data that we are processing.
- 6.2.** You may, at any time, exercise the following rights with respect to our processing of your Personal Data by contacting us via contact information referred to in this Notice:
- 6.2.1. Right to access:** you have the right to request access to any data that can be considered your Personal Data. This includes the right to be informed on whether we process your Personal data, what Personal Data categories are being processed by us, and the purpose of our data processing;
- 6.2.2. Right to rectification:** you have the right to request that we correct any of your Personal Data if you believe that it is inaccurate or incomplete;
- 6.2.3. Right to object:** you are entitled to object to certain processing of Personal Data, including for example, making automated decisions based on your Personal Data or when we otherwise base the processing of your Personal Data on our legitimate interest;
- 6.2.4. Right to restrict Personal Data processing:** you have the right to request that we restrict the processing of your Personal Data if you wish to: (i) object the lawfulness of the processing; (ii) fix unlawful processing of Personal Data; (iii) receive or avoid deletion of Personal Data for establishing or defending against legal claims; or (iv) demand restriction of the processing until assessing the plausibility of Paw's legitimate interest in the specific processing activity;
- 6.2.5. Right to erasure:** you may also request your Personal Data to be erased if the Personal Data is no longer necessary for the purposes for which it was collected, or if you consider that the processing is unlawful, or if you consider that the Personal Data has to be erased to enable us to comply with a legal requirement;
- 6.2.6. Right to data portability:** if your Personal Data is being automatically processed with your consent or on the basis of a mutual contractual relationship, you may request that we provide you that Personal Data in a structured, commonly used and machine-readable format. Moreover, you may request that the Personal Data is transmitted to another controller. Bear in mind that the latter can only be done if that is technically feasible;
- 6.2.7. Right to withdraw your consent:** in cases where the processing is based on your consent, you have the right to withdraw your consent to such processing at any time;
- 6.2.8. Right to submit your claim with the supervisory authority:** if you are not satisfied with our response to your request in relation to Personal Data or you believe we are processing your Personal Data not in accordance with the law, you can submit your

claim with the Estonian Data Protection Inspectorate (in Estonian *Andmekaitse Inspektsioon*) at info@aki.ee (<https://www.aki.ee/>).

- 6.3.** Please note that you will need to provide sufficient information for us to handle your request regarding your rights brought out in Section 6.2 of the Notice. Prior to answering your request, we may ask you to provide additional information for the purposes of authenticating you and evaluating your request.

7. SHARING YOUR PERSONAL DATA AND DATA TRANSFERS

- 7.1.** Paw discloses your Personal Data to third parties only in accordance with this Notice and to persons authorized to process Personal Data, who have undertaken to observe confidentiality or are subject to appropriate statutory confidentiality. In specific cases, Paw will only share your Personal Data with a third party if you have given consent to such disclosure.

- 7.2.** Only if necessary for fulfilling its statutory or contractual obligations, Paw may disclose your Personal Data to the following recipients in its data processing activities:

Type of the recipient	Purpose of disclosure	Location of the recipient
Law enforcement and data protection authorities	Paw discloses your Personal Data to law enforcement and data protection authorities only if we are under a duty to disclose or share these data in order to comply with any legal obligation (for example, if required to do so under applicable law, by a court order or for the purposes of prevention of fraud or other crime)	European Union
Payment service providers	Payment processing and providing you with several options of secure payment	USA
Operational service providers (legal advisors, accounting etc. bound to confidentiality)	In case not operating as data processors, the legitimate interests in ensuring the functioning of the Website and the Application; conducting of regular business activities, e.g. financial analytics, transactional e-mail service	European Union and USA
Legal advisors, (potential) business acquirers, business transferee(s)	If necessary and required for successfully transferring the Paw's business or for the purposes of mergers and acquisitions, your Personal Data may be disclosed to the specified acquirers	World-wide
IT-service providers	In case not acting as data processor, for providing IT solutions necessary for daily business functions	European Union and USA
Third-party service providers	Providing you with the possibility to connect your user account with your social media accounts	World-wide, depending on the social media platforms to which connection is possible via the Website
Paw group entities	For the purposes utilising the shared administrative infrastructure	European Union and USA

7.3. In addition to the third parties brought out in Section 7.2 of the Notice, we may transfer Personal Data to third party service providers who act as data processors and may operate the technical infrastructure that we need to host, store, manage and maintain the daily business. The following depicts a list of authorized processors, their location and their reason for processing.

Authorised processor	Processing purpose	Safeguard	Location
IT-service and application providers	Providing IT-solutions necessary for the daily business functions (e.g. Amazon Web Services, Google, Sqreen)	Data processing agreements, standard contractual clauses, EU-U.S. Privacy Shield, if necessary	World-wide
Payment and accounting software service providers	Providing accounting software (e.g. Stripe, QuickBook)	Data processing agreements, standard contractual clauses, EU-U.S. Privacy Shield, if necessary	EU/EEA and/or U.S.
Analytics and marketing software service providers	Providing analytical insight and marketing tools for bettering daily business functions (e.g. Baremetrics, MailChimp)	Data processing agreements, standard contractual clauses, EU-U.S. Privacy Shield, if necessary	EU/EEA and/or U.S.
Customer support software service providers	Providing customer support management software, e.g. Help Scout, etc.	Data processing agreements, standard contractual clauses, EU-U.S. Privacy Shield, if necessary	EU/EEA and/or U.S.
Resellers of the Service and the Application	Distributing and reselling the Service and the Application	Data processing agreements, standard contractual clauses, EU-U.S. Privacy Shield, if necessary	World-wide

7.4. In some cases, we may transfer your Personal Data outside the European Union or European Economic Area, if the respective operational Applications are provided outside the European Union or European Economic Area. We shall opt to use special Personal Data protection safeguards, in order to ensure the safety of your Personal Data. You have the right to get acquainted with or obtain information on the transferring of your Personal Data outside the European Union or European Economic Area and the safeguards implied thereof by contacting us using the contact information specified in this Notice.

8. AMENDMENTS TO THIS NOTICE

8.1. This Notice may be amended or modified from time to time to reflect changes in the way we process Personal Data and, in such case, the most recent version of the Notice will appear on this page. Please check back periodically, and especially before you provide any new personally identifiable information.

Last updated on November 1, 2019.